

WORKSHOP AGENDA

Board of Mayor and Aldermen

July 30, 2026 @ 5:30 PM

For the August 04, 2026 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: July 2, 2026 Workshop, July 7, 2026 Public Hearing, and July 7, 2026 Regular Meeting.
2. Presentations:
 - A. Presentation - Ryan LeMasters - CEO Stonecrest. (Meeting only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #2026-12** - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.
6. Second Reading - **Ordinance #2026-13** - An Ordinance to Amend the Fiscal Year 2026-2027 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.)

7. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. University of Tennessee Contract Purchase - Equipment and Installation Services with Truckers Lighthouse for Four (4) Police Vehicles.
 2. OMNIA Partners Contract Purchase - Police Vehicle In-Car Video System, Laptop Computer, and Accessory Equipment Purchase from Insight for Four (4) Police Vehicles.
 3. Sourcewell Contract Purchase - Renewal of the First Due Software Platform for the Fire Department.

4. Emergency Purchase - Ratify Sourcewell Contract Purchase - Network Equipment For Police Department
- B. Approve Open-End (Equity) Lease Rate Quotes with Enterprise Fleet Management for FY 2026-2027 Vehicles in the Engineering, Fire and Water Departments.
- C. Approve Street Paving and Striping for Fiscal Year 2026-2027.
- D. Approve Engineering Services Agreement with Griggs & Maloney for Water System Fire Hydrant Modeling.
- E. Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.
- F. Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2025-2026.
- G. Approve Agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.
- H. Approve Contract with LJA Engineering, Inc, for the Preparation of a Sewer Master Plan for the City of La Vergne.
- I. Approve Change Order #3 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.
- J. Approve Professional Services Agreement and Scope of Work with NaviRetail, Inc. for Economic Development Services.
- K. Approve Agreement with Placer Labs, Inc. for Economic Development Services.
- L. Approve Agreement with Sytes, LLC for Tenant Marketplace Expansion Services.
- M. Approve Agreement with RA Cohan for Economic Development Services.

NEW BUSINESS

8. **Resolution #2026-23** - A Resolution to Adopt Policies and Procedures Relating to the Consideration of Petitions for the Creation of Real Estate Infrastructure Development Districts.
9. **Resolution #2026-24** - A Resolution to Approve a Land Acquisition Policy Revision for the Blair Road West Project.
10. **Resolution #2026-25** - A Resolution to Accept a Donation of a Utility Easement Dedication along Mason Circle.
11. First Reading - **Ordinance #2026-15** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026. A public hearing will be held on Tuesday, August 4, 2026 at 5:45 p.m.)
12. First Reading - **Ordinance #2026-16** - An Ordinance to Amend the Fiscal Year 2026-2027 Water and Sewer Fund Budget.

MAYOR / ALDERMEN COMMENTS

ADJOURN

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

CALL TO ORDER

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

BOARD MEMBERS PRESENT

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

Mayor Cole stated that Alderman Hobbs would lead the prayer and that he would lead the Pledge of Allegiance at the Regular Meeting on July 7, 2026.

ORDER OF BUSINESS

1. **Approve Minutes: May 28, 2026 Workshop, June 2, 2026 Public Hearing, and June 2, 2026 Regular Meeting.**

No action was taken.

2. **Presentations:**
 - A. **Presentation – Ryan LeMasters – CEO Stonecrest.** This presentation will be given at the July 7, 2026 Regular Meeting.

3. **Public Comment Period.**

No one spoke.

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

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

OLD BUSINESS

5. **Second Reading - Ordinance #2026-11 - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing was held on June 2, 2026.)**

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

6. **Consent Agenda Items:**
- A. **Approve or Reject City Bids and Purchases:**
 - 1. Bid - Construction of the Public Works and Community Development Services Facility – Build-out of Area ‘E’.
 - 2. Sourcewell Contract Purchase - Vac Truck for the Sewer Department.
 - 3. Sourcewell Contract Purchase - Street Sweeping Truck for the Stormwater Department.
 - 4. Bid Amendment - Cintas Price Increase.
 - 5. Purchase - Quartermaster Management System for the Police Department.
 - 6. Emergency Purchase - Three (3) 2026 Ford Explorer Police Interceptor Vehicles with Equipment.
 - 7. State Contract Purchase - Four (4) 2026 Ford Police Interceptor Vehicles with Equipment.
 - 8. Emergency Purchase - Information Technology Services from Waypoint Business Solutions, LLC.
 - B. **Approve the PowerDMS User Expansion Agreement with NeoGov.**
 - C. **Approve Public Entity Partners (PEP) Insurance Renewal for FY 2026-2027.**
 - D. **Approve the Annual Renewal and Hardware Maintenance Agreement with Local Government Corporation.**
 - E. **Approve Renewal with Target/Vector Solutions.**
 - F. **Approval of an Agreement with Vector Solutions for Evolutions Plus.**
 - G. **Approve Lease and Operating Agreement with Senior Citizens, Inc., dba FiftyForward for the La Vergne Senior Center for Fiscal Year 2026-2027.**
 - H. **Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.**
 - I. **Approve a Professional Services Agreement with TTL, Inc. for Inspection and Testing Services for Public Works and Community Development Building - Phase Two.**
 - J. **Approve Compensatory Payment Agreement with Army Corp. of Engineers - Blair Road West Project.**
 - K. **Approve a Professional Services Agreement with LJA Engineering, Inc. for the Design of the North Clayton Estates Interceptor Sewer Project.**
 - L. **Approve Amendment #1 to the Contract with Mastec Construction LLC,**

for the Construction and Development of the Blair Road West Extension Project.

Mayor Cole explained each item. No action was taken. Alderman Hobbs requested that the bid for the buildout of the Public Works/Community Development Services facility be moved from the consent agenda to new business.

NEW BUSINESS

7. **First Reading - Ordinance #2026-12 - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.**

Mayor Cole explained the ordinance. No action was taken.

8. **First Reading - Ordinance #2026-13 - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

9. **First Reading - Ordinance #2026-14 - An Ordinance to Amend Title 10 of the La Vergne Municipal Code by Adding a New Chapter Regulating the Keeping of Domestic Fowl and Amend the City Fee Schedule by Adding a New Permit Fee.**

Mayor Cole explained the ordinance. Discussion ensued. No action was taken

10. **Resolution #2026-21 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

Mayor Cole explained the resolution. No action was taken.

11. **Resolution #2026-22 - A Resolution of the City of La Vergne, Tennessee Amending and Restating Resolution #2026-13 which Established the Waldron Road Infrastructure Development District. (A public hearing will be held on Tuesday, July 7, 2026 at 5:45 p.m.)**

Mayor Cole explained the resolution. No action was taken.

12. **Motion to Change the Name and the Starting Time of the Annual Parade of**

Lights. (Received a Favorable Recommendation from the Parks and Recreation Advisory Committee on May 18, 2026.)

Mayor Cole explained the motion. No action was taken

13. Appoint or Remove Board / Committee Members:
A. Parks and Recreation Advisory Committee.

Mayor Cole explained the board and committee appointment. No action was taken.

14. Discussion – Cybersecurity Notification Letters.

City Administrator Bruce Richardson and Human Resources Director Andrew Patton explained the item. A discussion ensued.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs wished everyone a great 4th of July.

Alderman Coates expressed his desire for everyone to have a great 4th of July.

Alderman Haas thanked the Police Department staff for hosting the R.A.D. (Rape Aggression Defense) training class that she had attended.

Vice-Mayor Noe thanked the Fire Department for grilling hot dogs for the seniors at the Senior Citizens Center.

Mayor Cole reminded residents about the regulations regarding fireworks in the City and thanked the Vice-Mayor for covering his duties while he was on vacation with his family.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:30 p.m.

Mayor

City Recorder

Approved: _____

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

Call to Order

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

Board Members Present

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

ORDER OF BUSINESS

1. **Resolution #2026-22 – A Resolution of the City of La Vergne, Tennessee Amending and Restating Resolution #2026-13 Which Established the Waldron Road Infrastructure Development District.**

No one spoke.

The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 5:46 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 JULY 7, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The July 7, 2026 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

A prayer was led by Alderman Kara Hobbs and the Pledge of Allegiance was led by Mayor Jason Cole.

ORDER OF BUSINESS

1. Approve Minutes: May 28, 2026 Workshop, June 2, 2026 Public Hearing, and June 2, 2026 Regular Meeting.

A motion, made by Vice-Mayor Steve Noe, seconded by Alderman Graeme Coates, to approve the minutes of the May 28, 2026 Workshop, June 2, 2026 Public Hearing, and, June 2, 2026 Regular Meeting, was adopted with all voting AYE.

2. Presentations:

A. Presentation – Ryan LeMasters – CEO Stonecrest. Mr. LeMasters was not present. Presentation will be given at a future meeting.

3. Public Comment Period.

Mr. Ross Howard, 600 Hollandale Road, stated his opposition to a change to the way that chickens were currently allowed to be owned by residents in the City, expressing his desire to not have any sort of permitting needed.

Ms. Jamie Knight, 162 Sweetgum Road, read a letter from resident Ms. Tabitha Howard, expressing Ms. Howards opposition to the need for any permitting regarding the raising of chickens on residential property and her opinion that this ordinance was just penalizing responsible chicken owners.

4. Department Reports:

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

- B. **Fire Department.** Chief Ronny Beasley gave the report for the Fire Department.
- C. **Parks & Recreation Department.** Mr. David McGowan gave the report for the Parks & Recreation Department.
- D. **Library.** The report was included in the meeting packet.
- E. **Finance.** Ms. Danielle Brown gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

- 5. **Second Reading - Ordinance #2026-11 - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing was held on June 2, 2026.)**

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2026-11 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

- 6. **Consent Agenda Items:**
 - A. **Approve or Reject City Bids and Purchases:**
 - 1. Sourcewell Contract Purchase - Vac Truck for the Sewer Department.
 - 2. Sourcewell Contract Purchase - Street Sweeping Truck for the Stormwater Department.
 - 3. Bid Amendment - Cintas Price Increase.
 - 4. Purchase - Quartermaster Management System for the Police Department.
 - 5. Emergency Purchase - Three (3) 2026 Ford Explorer Police Interceptor Vehicles with Equipment.
 - 6. State Contract Purchase - Four (4) 2026 Ford Police Interceptor Vehicles with Equipment.
 - 7. Emergency Purchase - Information Technology Services from Waypoint Business Solutions, LLC.

- B. Approve the PowerDMS User Expansion Agreement with NeoGov.
- C. Approve Public Entity Partners (PEP) Insurance Renewal for FY 2026-2027.
- D. Approve the Annual Renewal and Hardware Maintenance Agreement with Local Government Corporation.
- E. Approve Renewal with Target/Vector Solutions.
- F. Approval of an Agreement with Vector Solutions for Evolutions Plus.
- G. Approve Lease and Operating Agreement with Senior Citizens, Inc., dba FiftyForward for the La Vergne Senior Center for Fiscal Year 2026-2027.
- H. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.
- I. Approve a Professional Services Agreement with TTL, Inc. for Inspection and Testing Services for Public Works and Community Development Building - Phase Two.
- J. Approve Compensatory Payment Agreement with Army Corp. of Engineers - Blair Road West Project.
- K. Approve a Professional Services Agreement with LJA Engineering, Inc. for the Design of the North Clayton Estates Interceptor Sewer Project.
- L. Approve Amendment #1 to the Contract with Mastec Construction LLC, for the Construction and Development of the Blair Road West Extension Project.

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

NEW BUSINESS

7. First Reading - Ordinance #2026-12 - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2026-12 on first reading, was adopted following a roll-call vote.

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

8. First Reading - Ordinance #2026-13 - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget.

A motion was made by Alderman Coates, seconded by Alderman Hobbs, to approve Ordinance #2026-13 on first reading, was adopted following a roll-call vote.

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

9. **First Reading - Ordinance #2026-14 - An Ordinance to Amend Title 10 of the La Vergne Municipal Code by Adding a New Chapter Regulating the Keeping of Domestic Fowl and Amend the City Fee Schedule by Adding a New Permit Fee.**

A discussion ensued regarding the new permit fee and other regulations of the proposed ordinance.

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to refer Ordinance #2026-14 to the Planning Commission for discussion, was adopted following a roll-call vote.

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

10. **Resolution #2026-21 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2026-21, was adopted following a roll-call vote.

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

11. **Resolution #2026-22 - A Resolution of the City of La Vergne, Tennessee Amending and Restating Resolution #2026-13 which Established the Waldron Road Infrastructure Development District. (A public hearing was held on Tuesday, July 7, 2026 at 5:45 p.m.)**

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2026-22, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE

Vice-Mayor Noe AYE
Mayor Cole AYE

12. Motion to Change the Name and the Starting Time of the Annual Parade of Lights. (Received a Favorable Recommendation from the Parks and Recreation Advisory Committee on May 18, 2026.)

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve changing the name and starting time of the Annual Parade of Lights was adopted with all voting AYE except Mayor Cole, who voted NO.

13. Motion to Approve Bid with Thrash Construction, LLC for Construction of the Public Works and Community Development Services Facility – Build-out of Area ‘E’.

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve the bid with Thrash Construction, LLC for the Build-out of Area ‘E’ of the Public Works and Community Development Services Facility, was adopted with all voting AYE except Alderman Hobbs, who voted NO.

14. Appoint or Remove Board / Committee Members:

A. Parks and Recreation Advisory Committee. Mayor Cole appointed Mr. David Holden to the Parks and Recreation Advisory Committee. The Board confirmed the appointments with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs, Alderman Coates, Vice-Mayor Noe, and Mayor Cole praised staff for their work on the City’s 4th of July celebration.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:34 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 5.	Second Reading - <u>Ordinance #2026-12</u> - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.		
Department:	Codes	Presented By:	Joe White
Item Attachments:	1. Ordinance #2026-12		

Purpose:

Amend Title 12, Chapter 6, Section 12-602 of the Municipal Code.

Background:

The proposed amendment to Title 12, Chapter 6, Section 12-602 of the Municipal Code addresses a discrepancy identified by staff in Section 12-602 in which the word residential needs to be replaced with international.

Financial Summary:

There is no financial impact to the City.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-12

AN ORDINANCE TO AMEND TITLE 12, CHAPTER 6, SECTION 12-602 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE RESIDENTIAL CODE.

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

SECTION I. Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code be amended to read as follows:

Sec. 12-602. Modifications.

- (1) Wherever the residential code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the residential code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the residential code.
- (2) Section R101.1 Title. Insert "City of La Vergne, TN" for name of jurisdiction.
- (3) Table R301.2. Delete and replace with the following:

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

- (4) Section R306 Flood Hazard Areas. Delete in its entirety.
- (5) Section R309. Delete in its entirety.
- (6) Chapter 11. Delete in its entirety and replace with Chapter 4 of the 2018 edition of the **International** Energy Efficiency Code. This chapter shall apply to all one and two-family dwellings and townhouses. This chapter shall be amended as follows:

- (a) Section R402.4.1.2. Testing. Delete in its entirety and replace with Section 402.2.1. Testing Options and Section 402.4.2.2. Visual Inspection Option from the 2009 International Energy Conservation Code.
 - (b) Section R403.3.3. Duct Testing (Mandatory) is optional.
 - (c) Section R403.3.4. Duct Leakage (Prescriptive) is optional.
 - (d) Table 402.1.2. Insulation and Fenestration Requirements by Component. Delete in its entirety and replace with Table 402.1.1. Insulation and Fenestration Requirements by Component from the 2009 International Energy Conservation Code.
 - (e) Table 402.1.4. Equivalent U-Factors. Delete in its entirety and replace with Table 402.1.3. Equivalent U-Factors from the 2009 International Energy Conservation Code.
 - (f) Section R402.4.4. Rooms Containing Fuel Burning Appliances. Delete in its entirety.
- (7) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12."

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 6.	Second Reading - <u>Ordinance #2026-13</u> - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget.		
Department:	Police	Presented By:	Christopher Moews
Item Attachments:	1. Ordinance #2026-13 - Amend the FY 2026-2027 General Fund Budget Police		

Purpose:

This is a budget amendment for the General Fund to allocate funds for the Oracle Public Safety Suite purchase and for the Emergency Police Vehicles Purchase.

Background:

Following a review of available public safety software platforms, the La Vergne Police Department selected the Oracle Public Safety Suite as the preferred solution to support the City's law enforcement operations. The suite includes: CAD component, records management system, mobile operations, evidence management, analytics and reporting, and public safety data integration.

The suite will allow the department to increase efficiency for officers and support personnel, improve disaster recovery and continuity of operations, reduce dependence on aging and vulnerable on-premises systems, improve reporting, analytics, and data management, continue compliance with CJIS and deliver enhanced cybersecurity through Oracle's secure cloud infrastructure.

The Police Department is currently experiencing a shortage of roadworthy patrol vehicles due to accidents which have resulted in the vehicles being declared total losses by the City's insurance carrier. Truckers Lighthouse LLC will strip usable parts and equipment from the totaled vehicles and install them into the new vehicles.

The loss of these patrol vehicles has created an immediate operational need to restore fleet capacity and ensure adequate patrol coverage, officer safety, and uninterrupted law enforcement services. Three 2026 Ford Explorer Police Interceptor Vehicles will be purchased from Ford of Murfreesboro.

Financial Summary:

The proposed budget amendment amount for these purchases is \$503,054.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-13

AN ORDINANCE TO AMEND THE FISCAL YEAR 2026-2027 GENERAL FUND BUDGET.

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

The 2026-2027 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42100-945	Police – Communication Equipment	\$	345,555
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110-42100-944	Police – Transportation Equipment	\$	157,499
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	503,054
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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:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.A.1.	University of Tennessee Contract Purchase - Equipment and Installation Services with Trucker's Lighthouse for Four (4) Police Vehicles.		
Department:	Police	Presented By:	Christopher Moews
Item Attachments:	1. Trucker's Lighthouse Sales Quote		

Purpose:

This is an item to approve the purchase of equipment and installation services for (4) Police Vehicles.

Background:

Utilizing the University of Tennessee Contract, the equipment for four (4) Police Vehicles will be purchased through Trucker's Lighthouse who will also handle the installation.

Financial Summary:

The individual vehicle equipment and installation cost is \$18,142.17.

The total cost for the four (4) vehicle's equipment and installation is \$72,568.68, which is budgeted for in the FY 26-27 Police budget.

Staff Recommendation:

Staff recommends approval.



Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13191

April 17, 2026

Bill To

CITY OF LAVERGNE-POLICE DEPT*
5093 MURFREESBORO RD
LA VERGNE, TN 37086

TOTAL

\$18,142.17

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	26 FPIU MIKE CAMPBELL 615 287 8617 MCAMPBELL@LAVERGNETN.GOV	321-17	Install- Nashville

Quantity Ordered	Item	Unit Price	Total Amount
1	HVC-MCB Mic Clip Bracket	\$16.00	\$16.00
1	SEPK1125ITU20TM #10XL C Horizontal Sliding Window Uncoated Polycarbonate With Expanded Metal Window Se	\$879.20	\$879.20
1	SEDK0100ITU20 Door Panel VS_x000D_ TPO Plastic Black_x000D_ Installs Over OEM Door Panels	\$239.25	\$239.25
1	SEQK0635ITU25 REPLACEMENT FULL SEAT, 2-CPSB, #12VS E CENTER PULL SEAT BELTS 25-25 INTERCEPTOR UTILITY	\$1,399.20	\$1,399.20
1	SEWK0595ITU20 Window Barrier VS_x000D_ Polycarbonate	\$287.20	\$287.20
1	LDLOFT-PIU20-2GX 20+ Ford Police Utility LOFT Dual Weapon Extra Wide Storage Tray provides additional 4" of width for	\$901.00	\$901.00
1	LDLOFT-LOCKTIMER 10 Second Gun Lock Timer	\$49.00	\$49.00
2	INVMAGMIC MAGNETIC MIC BRACKET	\$35.00	\$70.00
2	EG8028B RT Fuse Block 6 Pos w/ LED Indication, Bulk	\$8.00	\$16.00
1	EG2601B PDM 14 Circuit + Ground w/Kill Switch	\$140.10	\$140.10
1	EG8030B RT Screw Terminal 12 Circuit Dual Level Busbar, Bulk	\$10.00	\$10.00
1	HVC-VS-1012-INUT-2-H	\$469.00	\$469.00

Quantity Ordered	Item	Unit Price	Total Amount
	Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility_x000D_ _x000D_ MUST ADD A		
1	HVC-SBX-101 Universal Equipment Storage Box For Utility Vehicles	\$781.60	\$781.60
1	HVCUP2-1001 Internal Cup Holders	\$56.00	\$56.00
1	JOT425-1635 Defend IR - Remote PIR Kit	\$88.00	\$88.00
1	JOT425-6560 Defend IR Security Solution FP (2")	\$259.60	\$259.60
1	STL75812 Stinger DS LED - 12V DC	\$148.97	\$148.97
1	FDPF200S17B PATHFINDER,100/200W,17BTN	\$450.00	\$450.00
2	FDES100C SPKR,EMERG, 100W,PLASTIC,	\$215.00	\$430.00
2	FDDFC-SB-ES100C DURAFORCE,ES100C BRACKET FOR A PUSH BUMPER	\$49.00	\$98.00
1	 2025 FPIU PLUGS INTO THE BACK PER JAYMIE	\$110.00	\$110.00
2	FDXSM2-BRW-US XSTREAM,DUAL,SYNC,BRW,US_x000D_ REAR SIDE WINDOWS	\$215.00	\$430.00
2	FDMP63U-RBW TRI COLOR,18-LED,RED/BLUE/WHIT_x000D_ TAG LIGHTS	\$155.00	\$310.00
5	FDMP62U-BA DUAL COLOR,12-LED,BLUE/AMBER_x000D_ ACROSS REAR BUMPER AND REAR HATCH	\$155.00	\$775.00
2	 MPS WIDE ANG, RED/BLUE/WHT	\$140.00	\$280.00
1	FDEXPMOD24 PATHFINDER 24-CHANNEL EXPANSIO	\$85.00	\$85.00
6	FDMP62U-BW DUAL COLOR,12-LED,BLUE/WHITE_x000D_ FRONT OF PUSH BUMPER 2_x000D_ SIDE OF PUSH BUMPER 2_x000D_ SIDE	\$95.00	\$570.00
2	FDMP6M6-LB KIT,L-BRKT,SINGLE HD,MS6	\$19.00	\$38.00
1	HVC-EB40-SSP-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000	-	\$0.00
1	HVC-FP-15 1-1/2" Filler Plate	-	\$0.00

Quantity Ordered	Item	Unit Price	Total Amount
1	HVC-FP-8 8" Filler Plate	-	\$0.00
1	HVC-EB25-XTL-1P 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500	-	\$0.00
1	FDDFC-TC4L DURAFORCE,TOP CHAN CVR,4 LIGHT	\$26.00	\$26.00
1	FDMPSTMW9-FPIU25MIR KIT,BRKT,MPSW9,MIRROR,25FPIU	\$33.60	\$33.60
2	FD416918-RBW TRI,CORNER LED, RED/BLU/WHT	\$141.00	\$282.00
1	FDDFC-PB-FPIU20 DURAFORCE,PUSH BUMPER,FORD	\$535.00	\$535.00
1	FDDFC-WC-FPIU20 DURAFORCE,WIRE COVER,FORD	\$46.20	\$46.20
1	HVCG-X ChargeGuard-Select	\$77.70	\$77.70
1	FDHKB-FPIU20-HP KIT,HOOK,FPIU20,PURSUIT	\$70.00	\$70.00
1	FDINTG51J-P2BL INTG51J,STOCKED need 2 trio with red in the rear for brake.	\$2,295.00	\$2,295.00
59	/LABNASH Installation Labor - Nashville	\$85.00	\$5,015.00
1	/MON Shop Supplies Fee -Not Taxable-	\$375.55	\$375.55

Decal #	Subtotal	\$18,142.17
Tag #	Tax Total	\$0.00
VIN #		
Mileage:	Total	\$18,142.17

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.A.2.	OMNIA Partners Contract Purchase - Police Vehicle In-Car Video System, Laptop Computer, and Accessory Equipment Purchase from Insight for Four (4) Police Vehicles.		
Department:	Police	Presented By:	Christopher Moews
Item Attachments:	1. Insight camera computer Quotation		

Purpose:

This is an item to approve the purchase of In-Car Video Systems, Laptop Computers, and Accessory Equipment for four (4) Police Vehicles.

Background:

Utilizing the Omnia Partners Purchasing Contract, four (4) in-car video systems and laptop computers will be purchased through Insight Public Sector Inc.

Financial Summary:

The total cost for the four (4) vehicle's equipment is \$65,956.76, which is budgeted for in the FY 26-27 Police budget.

Staff Recommendation:

Staff recommends approval.

Account name: 11273952

LA VERGNE PD
MIKE CAMPBELL
5093 MURFREESBORO RD
LA VERGNE TN 37086-2706

SHIP-TO

LA VERGNE PD
MIKE CAMPBELL
5093 MURFREESBORO RD
LA VERGNE TN 37086-2706

Quotation

Quotation Number : [0229597656](#)
Document Date : 06-JUL-2026
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : RJ Longoria
Email : RJ.LONGORIA@INSIGHT.COM
Phone :

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB destination
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
ARB-M90	PANASONIC ARB-M90 WIRELESS MICROPHONE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1016.99 Discount: 14.772%	4	866.76	3,467.04
IPS-BWC4-12V-WIRE	I-PRO BWC4000 12V VEHICLE HARNESS FOR WV-BWC40D1A OR WV-BWC40C1A WEIGHT OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 42.99 Discount: 11.142%	8	38.20	305.60
IPS-ICV-ETH-DOCK	i-PRO ICV - Network cable - 25 in - Orange - STP - for Body-Worn Camera Dock in a Vehicle OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 56.99 Discount: 51.272%	4	27.77	111.08
IPS-ICV-UDE-CL5	I-PRO CLOUDE SOFTWARE 5YR SVCSLICENSE SINGLE ICV SYSTEM Coverage Dates: 06-JUL-2026 - 06-JUL-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4180.99 Discount: 11.227%	4	3,711.59	14,846.36
IPS-ICV4-ACC	i-PRO - accessory kit for dashboard camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1464.99 Discount: 26.155%	4	1,081.82	4,327.28
IPS-ICV4-ANT-BL	i-PRO - antenna	4	354.78	1,419.12

Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 416.99 Discount: 14.919%			
WJ-VPU4000	i-PRO standalone NVR - 5 channels OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5765.99 Discount: 34.365%	4	3,784.51	15,138.04
WV-BWC40C1A	I-PRO AMERICAS INC. : I-PRO BWC4000 SINGLE BATTERY CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 284.99 Discount: 51.356%	4	138.63	554.52
WV-BWC40D1A	I-PRO BWC4000 SINGLE DOCKING CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 326.99 Discount: 23.215%	4	251.08	1,004.32
WV-VC35	i-Pro WV-VC35 - vehicle camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1281.99 Discount: 20.502%	4	1,019.16	4,076.64
CBLMS-F00200	Lind bulk cable - 3.6 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 94.99 Discount: 51.932%	4	45.66	182.64
CF-LNDDC120	LIND PA1580-1642 - car power adapter - 120 Watt OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 209.99 Discount: 28.854%	4	149.40	597.60
ASMTL-00332	Lind ASMTL-00332 - power supply mounting rail OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 15.99 Discount: 26.454%	4	11.76	47.04
7160-0220	Gamber-Johnson Locking Slide Arm w/Standard Attachment - mounting component OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 318.99 Discount: 25.201%	4	238.60	954.40

Material	Material Description	Quantity	Unit Price	Extended Price
CH-CG-4-4-14	Airgain - Cable harness - standard EZConnect harness - cellular + GNSS - black OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 117.99 Discount: 52.682%	4	55.83	223.32
FZ-56BZ00TBM	Panasonic Toughbook 56 - Intel Core Ultra 5 235H vPro up to 5.0 GHz - 16 GB RAM - 512 GB SSD - 14" OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3742.99 Discount: 17.558%	4	3,085.80	12,343.20
7160-0577-02-P	Gamber-Johnson Vehicle Docking Station - docking station - VGA, HDMI OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1105.99 Discount: 18.657%	4	899.65	3,598.60
WV-VCR40W	i-Pro - rear view camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 726.99 Discount: 22.344%	4	564.55	2,258.20
AP-MF5G-CG-Q-B1	MULTIMAX 5G (600 MHZ TO 6 GHZ) OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 150.99 Discount: 16.922%	4	125.44	501.76
Product Subtotal				65,956.76
TAX				0.00
Total				65,956.76

PURCHASE ORDER REQUIREMENTS:

Quote Number:229597656

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

RJ Longoria
RJ.LONGORIA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.A.3.	Sourcewell Contract Purchase - Renewal of the First Due Software Platform for the Fire Department.		
Department:	Fire	Presented By:	Ronny Beasley
Item Attachments:	1. First Due Invoice		

Purpose:

The Fire Department seeks approval of our annual First Due agreement.

Background:

The Fire Department seeks approval of the annual agreement with First Due. The cloud-based software provides incident reporting, a staffing module, pre-fire plans, fire hydrant data, fire inspections, fire permits and invoicing, and a command module. This is a Sourcewell contract purchase. Contract number: 030425-LME.

Financial Summary:

The financial impact is \$31,751.24 and is included in the FY 2026-2027 budget.

Staff Recommendation:

Staff recommends approval.

Contact Us
Email: AR@firstdue.com

Phone: (701) 658-6745

Bill To

La Vergne Fire Department (TN)
301 Bill Stewart Blvd
La Vergne TN 37086
United States

Ship To

La Vergne Fire Department (TN)
301 Bill Stewart Blvd
La Vergne TN 37086
United States

Invoice #

9336

Date

07/01/2026

Due Date

07/31/2026

Terms

Net 30

Term (Months)

12.0

P.O.

Qty	Date	Item
1	06/15/2026	Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.
1	06/15/2026	Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.
1	06/15/2026	Incident Reporting - Fire Incident Documentation NFIRS Incident Documentation, State and Federal Compliance with automated submission.
1	06/15/2026	Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.
1	06/15/2026	Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.
1	06/15/2026	Basic Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.
1	06/15/2026	Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.
1	06/15/2026	Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.
1	06/15/2026	Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.
1	06/15/2026	Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.
1	06/15/2026	CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via SFTP, XML, or API.
1	06/15/2026	Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.
1	06/15/2026	First Due Payments Seamless payment processing solution that allows for sending of invoices to customers and payments completely online using credit card, debit card, ACH, and other electronic payment methods, as well as payment reconciliation with First Due invoices module. Note, the cost for the service is 4.9% + \$ 0.30 per transaction. This is an integrated service provided by www.stripe.com.

Qty	Date	Item
1	06/15/2026	Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.

For the period 06/15/2026 - 06/14/2027

Subtotal	USD \$31,751.24
Tax	USD \$0.00
Total	USD \$31,751.24
Balance Due	USD \$31,751.24

Payment Instructions

USD Wire/ACH: Wells Fargo Bank | Acct: 4192384907 | Routing: 121000248

CAD Wire: Wells Fargo Bank | Acct: 3330004515 | SWIFT: WFBIUS6A | Intermediary: BOFMCAM2

Check: Locality Media LLC dba First Due | PO Box 782840 Philadelphia, PA 19178-2840

Credit Card Payments: A processing fee of 2.9% + \$0.30 per transaction will be added.

By submitting payment, you authorize the charge including fees. Fees are non-refundable. ACH or check can be used to avoid fees.

Contact us: AR@firstdue.com

First Due

Public safety software

#030425-LME

Maturity Date: 7/17/2029

Website: www.firstdue.com/cooperative-contracts 

Sourcewell 
Awarded Contract

Products & Services

Documents

Contact Information

Documents

Contract Documentation

 [Contract](#) 

Competitive Solicitation Documentation

-  [Request for Proposal \(RFP\)](#) 
-  [Proof of Publication](#) 
-  [Proposal Opening Record](#) 
-  [Proposal Evaluation](#) 
-  [Comment & Review](#) 
-  [Board Resolutions](#) 



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.A.4.	Emergency Purchase - Ratify Sourcewell Contract Purchase - Network Equipment For Police Department		
Department:	Information Technology	Presented By:	Glenn Green
Item Attachments:	1. CDW-G Quote PXTL889		

Purpose:

This item is to ratify the purchase of new networking equipment for the Police Department.

Background:

This item is to ratify the Sourcewell Contract purchase of new networking equipment for the Police Department. The purchase consists of network equipment specifications as determined by Mission Critical Partners and five years of hardware support. This is an emergency purchase and is not a budgeted item.

Financial Summary:

The cost of the equipment is \$36,409.60.

Staff Recommendation:

Staff recommends approval.



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

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

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

GLENN GREEN,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXTL889	7/14/2026	FORIGATE+SWITCH 424 POE 5 YR	3474155	\$36,409.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fortinet FortiSwitch 424E-FPOE - switch - 24 ports - managed - rack-mountab Mfg. Part#: FS-424E-FPOE Contract: Sourcewell 121923 - State of TN GOV Only (121923)	2	5854577	\$1,370.50	\$2,741.00
Fortinet FortiCare Premium - extended service agreement (renewal) - 5 years Mfg. Part#: FC-10-S424F-247-02-60 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 - State of TN GOV Only (121923)	2	5923157	\$1,013.30	\$2,026.60
FORTINET FORTISWITCH 348G POE LYR2 3 Mfg. Part#: FS-348GFPOE Contract: Sourcewell 121923 - State of TN GOV Only (121923)	3	9066319	\$2,291.20	\$6,873.60
Fortinet FortiCare Premium - extended service agreement (renewal) - 5 years Mfg. Part#: FC-10-348GF-247-02-60 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 - State of TN GOV Only (121923)	3	9079727	\$1,694.40	\$5,083.20
Fortinet FortiGate 120G - security appliance - Bluetooth - with 5 years For Mfg. Part#: FG-120G-BDL-809-60 Contract: Sourcewell 121923 - State of TN GOV Only (121923)	2	7823316	\$9,425.67	\$18,851.34

QUOTE DETAILS (CONT.)**Fortinet - SFP+ transceiver module - 10GbE**

2

6114047

\$76.73

\$153.46

Mfg. Part#: FN-TRAN-SFP+LR

Contract: Sourcwell 121923 - State of TN GOV Only (121923)

Fortinet - SFP+ transceiver module - 10GbE

10

6114049

\$46.04

\$460.40

Mfg. Part#: FN-TRAN-SFP+SR

Contract: Sourcwell 121923 - State of TN GOV Only (121923)

FORTINET ORDER HANDLING FEE

1

9111147

\$220.00

\$220.00

Mfg. Part#: OHF1

Electronic distribution - NO MEDIA

Contract: Sourcwell 121923 - State of TN GOV Only (121923)

SUBTOTAL

\$36,409.60

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL**\$36,409.60****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:** DROP SHIP-GROUND**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Karina Steitz** | 800.808.4239 | karina.steitz@cdwg.com**Need Help?****My Account****Support****Call 800.800.4239**[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

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

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

For more information, contact a CDW account manager.



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.B.	Approve Open-End (Equity) Lease Rate Quotes with Enterprise Fleet Management for FY 2026-2027 Vehicles in the Engineering, Fire and Water Departments.		
Department:	City Administrator	Presented By:	Bruce Richardson
Item Attachments:	1. Enterprise Lease Rate Quotes		

Purpose:

This is a request to approve four (4) lease rate quotes from Enterprise Fleet Management for vehicles requested and approved in the FY 2026-2027 Budget.

Background:

This will add four (4) leased vehicles to our fleet. This includes a Ford Explorer for the Engineering Department for the new Assistant Director, a Ford Explorer for the Fire Department to replace a 2014 Chevy Tahoe, a Ford F350 for the Fire Department to replace Squad #41 and a Ford F150 for the Water Department for the Water Inspector.

These vehicles are in the budget. The leases are for 60 months. The lease rate quotes are attached. All of these vehicles are in stock. The Ford F-350 for the Fire Department will need to have emergency lights installed, so the delivery for that vehicle will be delayed.

Financial Summary:

The cost breakdown for the vehicles are as follows:

Department	Vehicle	Lease Cost/ Month	Lease Cost/ Full Year
Engineering	2026 Ford Explorer Active 4x4 - in-stock (Assistant Director)	\$769.39	\$9,232.68
Fire	2026 Ford Explorer Active 4x2 - in-stock (Replace 2014 Tahoe)	\$762.06	\$9,144.72
Fire	2026 Ford F-350 XL 4x4 SD Crew Cab - in-stock (Replace Squad #41)	\$1,193.91	\$14,326.92
Water	2026 Ford F-150 XL 4x4 Super Cab - in-stock (Water Inspector)	\$919.18	\$11,030.16

Staff Recommendation:

Staff recommends approval.

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Page 1 of 6

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2026 Ford Explorer Active 4dr 4x4 - US

Series ID: K8D

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,846.00	\$40,465.00
Total Options	\$864.50	\$795.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$41,505.50	\$43,055.00

SELECTED COLOR:

Exterior: AZ-(0 P) Star White Metallic TC

Interior: 8H-Dark Space Gray w/Unique Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
119WB	119.1" Wheelbase	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
8	Unique Cloth Captain's Chairs	Included	Included
8H_03	Dark Space Gray w/Unique Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
ADV	Advertising Assessment	\$41.00	\$0.00
AZ_02	(0 P) Star White Metallic TC	\$747.00	\$795.00
CVL	CV Lot Management	\$10.00	\$0.00
FC	Fuel Charge	\$66.50	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 5,940 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 as BSW	Included	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers
 Front Bumper Insert: metal-look front bumper insert
 Body Material: galvanized steel/aluminum body material
 : class III trailering with harness, hitch
 Body Side Cladding: black bodyside cladding
 Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Voice Activated A/C: voice activated air conditioning
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: Intelligent Access proximity key
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
 Emergency SOS: 911 Assist emergency communication system
 Navigation System: navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 2 seatback storage pockets
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM/Satellite with seek-scan
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: Ford Connect 5G internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
 Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: rear window wiper with heating wiper park
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Oil Level Gauge: oil level gauge
 Clock: digital clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 2 rear head restraints
 3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: power 2-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear manual reclining captain seat
 Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
 Rear Folding Position: rear seat fold-forward seatback
 Rear Seat Mounted Armrests: rear seat mounted armrest
 3rd Row Seat Type: fixed third row 50-50 bench seat
 3rd Row Electric Control: fold into floor third row seat
 Leather Upholstery: cloth front and rear seat upholstery
 Door Trim Insert: cloth door panel trim
 Headliner Material: full cloth headliner
 Floor Covering: full carpet floor covering
 Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
 Floor Mats: carpet front and rear floor mats
 Interior Accents: chrome/metal-look interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Tie Downs: cargo tie-downs
 Cargo Light: cargo light
 Concealed Cargo Storage: concealed cargo storage
 Air Compressor: tire mobility kit

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 06/17/2026 AE/AM MKG/KC6	
Unit #	2BMNFQ				
Year	2026	Make	Ford	Model	Explorer
Series	Active 4dr 4x2				
Vehicle Order Type	In-Stock	Term	60	State	TN Customer# 359566
\$ 37,839.67		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 37,899.67		Total Capitalized Amount (Delivered Price)			
\$ 568.50		Depreciation Reserve @ <u>1.5000%</u>			
\$ 193.56		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 762.06		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax <u>0.0000%</u>		State <u>TN</u>	
\$ 762.06		Total Monthly Rental Including Additional Services			
\$ 3,789.67		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Fire

Exterior Color (0 P) Agate Black Metallic

Interior Color Dark Space Gray w/Unique Cloth Heated Captain

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee
BY

TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2026 Ford Explorer Active 4dr 4x2 - US

Series ID: K7D

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$38,962.00	\$40,585.00
Total Options	\$382.67	\$400.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$41,139.67	\$42,780.00

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black Metallic

Interior: 8H-Dark Space Gray w/Unique Cloth Heated Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
200A	Equipment Group 200A Standard Package	NC	NC
44T	Transmission: 10-Speed Automatic	Included	Included
76U	18" Spare Wheel & Jack Kit	\$376.00	\$400.00
8	Unique Cloth Heated Captain's Chairs	Included	Included
8H_03	Dark Space Gray w/Unique Cloth Heated Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
ADJ	Dealer Adjustment	\$-100.00	\$0.00
ADV	Advertising Assessment	\$41.00	\$0.00
CVL	CV Lot Management	\$10.00	\$0.00
FC	Fuel Charge	\$55.67	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 5,830 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 as BSW	Included	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included	Included
UM_03	(0 P) Agate Black Metallic	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers
 Front Bumper Insert: metal-look front bumper insert
 Body Material: galvanized steel/aluminum body material
 : class III trailering with harness, hitch
 Body Side Cladding: black bodyside cladding
 Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Voice Activated A/C: voice activated air conditioning
 Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
 Trunk/Hatch/Door Remote Release: power cargo access remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: Intelligent Access proximity key
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
 Emergency SOS: 911 Assist emergency communication system
 Navigation System: navigation system with voice activation
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Seatback Storage Pockets: 2 seatback storage pockets
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio AM/FM/Satellite with seek-scan
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: Ford Connect 5G internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off reflector LED low/high beam headlamps

Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
 Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: rear window wiper with heating wiper park
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Oil Level Gauge: oil level gauge
 Clock: digital clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: compact spare tire
 Spare Tire Mount: spare tire mounted inside under cargo
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Prepared For: City of La Vergne, Tennessee				Date	06/30/2026	
Richardson, Bruce				AE/AM	MKG/KC6	
Unit #	2BMT47					
Year	2026	Make	Ford	Model	F-350	
Series	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW					
Vehicle Order Type	In-Stock	Term	60	State	TN	Customer# 359566
\$ 59,389.31		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Fire Exterior Color (0 P) Agate Black Metallic Interior Color Medium Dark Slate w/Cloth 40/20/40 Split Benc Lic. Plate Type Government GVWR 0		
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>TN</u>				
\$ 36.25	*	Initial License Fee				
\$ 0.00	*	Registration Fee				
\$ 60.00	Other: (See Page 2)					
\$ 0.00	Capitalized Price Reduction					
\$ 0.00	Gain Applied From Prior Unit					
\$ 0.00	*	Security Deposit				
\$ 0.00	Taxes					
\$ 59,449.31		Total Capitalized Amount (Delivered Price)				
\$ 891.74		Depreciation Reserve @ <u>1.5000%</u>				
\$ 302.17		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 1,193.91		Total Monthly Rental Excluding Additional Services				
Additional Fleet Management						
Master Policy Enrollment Fees						
\$ 0.00		Commercial Automobile Liability Enrollment				
Liability Limit <u>\$0.00</u>						
\$ 0.00		Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>		
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0450</u> Per Mile		
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included		
\$ 0.00		Additional Services SubTotal				
\$ 0.00		Tax	<u>0.0000%</u>	State <u>TN</u>		
\$ 1,193.91		Total Monthly Rental Including Additional Services				
\$ 5,944.91		Reduced Book Value at <u>60</u> Months				
\$ 400.00		Service Charge Due at Lease Termination				

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee
BY

TITLE
DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - four corners strobe lighting	C	\$ 4,297.81
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 4,297.81
Aftermarket Equipment Total		\$ 4,297.81

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2026 Ford F-350 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$51,585.00	\$54,300.00
Total Options	\$2,011.50	\$2,610.00
Destination Charge	\$2,795.00	\$2,795.00
Total Price	\$56,391.50	\$59,705.00

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black Metallic

Interior: 1S-Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	\$286.00	\$315.00
160WB	160" Wheelbase	STD	STD
17Z	XL Off-Road Package	\$906.00	\$995.00
1S_06	Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
41P	Transfer Case & Fuel Tank Skid Plates	Included	Included
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
52B	Trailer Brake Controller	\$273.00	\$300.00
53W	5th Wheel/Gooseneck Hitch Prep Package	\$683.00	\$750.00
610A	Order Code 610A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
76S	Remote Start System	\$228.00	\$250.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
AJD	Dealer Adjustment 2.0	\$-485.00	\$0.00
CVL	CV Lot Management	\$10.00	\$0.00
FC	Fuel Charge	\$110.50	\$0.00
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,600 Lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 w/8" Center Display	Included	Included
TEX	Tires: LT285/70R17 A/T	Included	Included
UM_03	(0 P) Agate Black Metallic	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Cargo Door Type: tailgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
 Convex Driver Mirror: convex driver and passenger mirror
 Mirror Type: manual extendable trailer mirrors
 Skid Plates: skid plates
 Door Handles: black
 Front And Rear Bumpers: black front and rear bumpers with black rub strip
 Rear Step Bumper: rear step bumper
 Front Tow Hooks: 2 front tow hooks
 Box Style: regular
 Body Material: aluminum body material
 : class V trailering with harness, hitch, brake controller
 Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
 Air Filter: air filter
 Cruise Control: cruise control with steering wheel controls
 Power Windows: power windows with driver and passenger 1-touch down
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Remote Engine Start: keyfob remote start - yes
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Emergency SOS: SYNC 4 911 Assist emergency communication system
 Front Cupholder: front and rear cupholders
 Overhead Console: full overhead console with storage
 Glove Box: locking glove box
 Dashboard Storage: dashboard storage
 IP Storage: covered bin instrument-panel storage
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: 5G Modem - Ford Connectivity Package internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
 Cab Clearance Lights: cargo bed light
 Front Wipers: variable intermittent wipers
 Tinted Windows: light-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: digital clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system Ford Security Package
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 06/30/2026 AE/AM MKG/KC6	
Unit #					
Year 2026		Make Ford		Model F-150	
Series XL 4x4 SuperCab 6.5 ft. box 145 in. WB					
Vehicle Order Type		In-Stock	Term 60	State TN	Customer# 359566
\$ 49,439.50		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 49,499.50		Total Capitalized Amount (Delivered Price)			
\$ 742.49		Depreciation Reserve @ <u>1.5000%</u>			
\$ 252.03		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 994.52		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State <u>TN</u>	
\$ 994.52		Total Monthly Rental Including Additional Services			
\$ 4,950.10		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Water

Exterior Color

(0 P) Oxford White

Interior Color

Black w/Medium Dark Slate w/Vinyl 40/20/40 Fr

Lic. Plate Type

Government

GVWR

0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2026 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$43,357.00	\$45,400.00
Total Options	\$2,965.68	\$3,535.00
Destination Charge	\$2,795.00	\$2,795.00
Total Price	\$49,117.68	\$51,730.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: AS-Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
103A	Equipment Group 103A High	\$1,088.00	\$1,195.00
145WB	145" Wheelbase	STD	STD
425	50-State Emissions	Included	Included
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
995	Engine: 5.0L V8	\$2,130.00	\$2,340.00
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
B4A	net invoice fleet option	\$7.00	\$0.00
CHMBMP	Chrome Bumpers	Included	Included
FC	fuel charge	\$11.68	\$0.00
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
NONGV	GVWR: 7,100 lbs Payload Package	Included	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC
adj	spcl dlr acct adj cr	\$-71.00	\$0.00
dest	dest credit	\$-200.00	\$0.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
 Rear Driver Door: reverse opening rear passenger doors
 Rear Cargo Door Type: tailgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Door Handles: black
 Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
 Rear Step Bumper: rear step bumper
 Front Tow Hooks: 2 front tow hooks
 Box Style: regular
 Integrated Storage: pickup integrated storage
 Body Material: aluminum body material
 : class IV trailering with harness, hitch
 Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
 Air Filter: air filter
 Cruise Control: cruise control with steering wheel controls
 Power Windows: power windows with driver and passenger 1-touch down
 Remote Keyless Entry: yes remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Emergency SOS: SYNC 4 911 Assist emergency communication system
 Front Cupholder: front and rear cupholders
 Overhead Console: mini overhead console with storage
 Glove Box: locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 Dashboard Storage: dashboard storage
 Interior Concealed Storage: interior concealed storage
 IP Storage: bin instrument-panel storage
 Retained Accessory Power: retained accessory power

Entertainment Features:

radio: AM/FM/Satellite with seek-scan
 Radio Data System: radio data system
 Voice Activated Radio: voice activated radio
 Speed Sensitive Volume: speed-sensitive volume
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 Internet Access: 5G Modem - Ford Connectivity Package internet access
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
 Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
 Front Fog Lights: front fog lights
 Cab Clearance Lights: cargo bed light
 Front Wipers: variable intermittent wipers
 Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Clock: digital clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.C.	Approve Street Paving and Striping for Fiscal Year 2026-2027.		
Department:	Public Works	Presented By:	Michael Dietz
Item Attachments:	1. Street Paving Quotes - FY 2026-2027		

Purpose:

This item will approve the proposed street paving and striping projects for FY 2026-2027

Background:

The FY 2026-2027 street paving list includes the following streets: East Nir Shreibman, Constitution Avenue, Blue Lake Lane, Pine Ridge lane, Lake Forest Drive, Tom Hailey Blvd, Ace Wintermeyer, Judge Mason Way, Carmen Way. Additional striping will be completed on an as-needed basis and as budget allows.

Financial Summary:

The total estimated cost of the paving is \$1,296,557.00. The amount budgeted for FY 25–26 is \$1,403,277, but typically, the actual costs come in lower than the estimates. If the cost are higher than the budgeted amount, we will have to do a budget amendment.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: Constitution Ave.
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (9,157 sq yds) @ \$3.00 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of 1.5" of asphalt topping and compact (9,157 sq yds) (1,007 tons)
■ Cost ----- \$144,283.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible

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

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: E. Nir Shreibman
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (17,989 sq yds @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (17,989 sq yds) (1,781 tons)
- Cost ----- \$260,563.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible

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

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: Tom Hailey
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (13,257 sq yds) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (13,257 sq yds) (1,276 tons)
- Cost ----- \$187,787.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)

- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: Ave Wintermeyer Dr.
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (7,213 sq yds) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (7,213 sq yds) (694 tons)
- Cost ----- \$102,143.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)

- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: Carmen Way
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (5,175 sq yds) @ \$3.00 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of 1.5" of asphalt topping and compact (5,175 sq yds) (498 tons)
-  Cost ----- \$73,293.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface

- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: Forest Ridge/ Blue Lake/ Pine Ridge
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**12,867 sq yds**) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**12,867 sq yds**) (**1,239 tons**)
- Cost ----- **\$182,325.00**

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)

- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Alex Thompson Phone: 615-217-8658 Date: 2/11/26
Street: _____ Job Name: Judge Mason
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$576.15

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**5,355 sq yds**) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**5,355 sq yds**) (**516 tons**)
- Cost ----- **\$75,921.00**

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)

- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
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- Quote does not include any work that is not specifically stated in this proposal
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Date of Acceptance: _____ Signature: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.D.	Approve Engineering Services Agreement with Griggs & Maloney for Water System Fire Hydrant Modeling.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Engineering Services Agreement with Griggs & Maloney for Water System Fire Hydrant Modeling		

Purpose:

This is a proposal from Griggs & Maloney to provide engineering services related to the development of a water system fire hydrant model.

Background:

In recent discussions with Chief Beasley and the Water Department staff, the City would benefit by having the public fire hydrants added to the City's existing hydraulic water system model for the purposes of meeting or exceeding ISO inspection requirements, painting the bonnets of each hydrant to signify its available fire flow range, and providing a resource to validate field fire flow results from developers' requests.

Financial Summary:

The cost of this proposal is a not-to-exceed cost of \$187,000, which is split between the Fire and Water Department budgets.

Staff Recommendation:

Staff recommends approval.



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

July 21, 2026

Mr. Kyle Brown, P.E.
Assistant City Administrator
City of La Vergne, Tennessee
1500 E Nir Shreibman Blvd
La Vergne, Tennessee 37086

RE: PROPOSAL FOR WATER SYSTEM FIRE HYDRANT MODELING SERVICES

Dear Kyle:

Griggs and Maloney, Inc. (G&M) is pleased to offer this proposal to the City of La Vergne to provide engineering services for Water System Fire Hydrant Hydraulic Modeling. Thank you for considering G&M to assist the City of La Vergne in this endeavor.

In recent discussions with Chief Beasley and the Water Department staff, the City would benefit by having the public fire hydrants added to the City's existing hydraulic water system model for the purposes of meeting or exceeding ISO inspection requirements, painting the bonnets of each hydrant to signify its available fire flow range, and providing a resource to validate field fire flow results from developers' requests. Currently, the Fire Department is required to fire flow all of the public fire hydrants in the water system in preparation for ISO inspections. However, if the City has a calibrated hydraulic model that can provide fire flow analysis data at 20 psi, the Fire Department only has to fire flow a selected number of fire hydrants and validate the hydraulic model results are within 20% for each of those selected hydrants. This significantly reduces the burden on the Fire Department staff and equipment and allows their time to be spent on other work rather than a constant recurring cycle of hydrant flowing. Having the bonnets painted in accordance with the NPFA Standard 291 helps with the City's ISO rating. Often a developer requests available fire flow data to be considered and utilized with their designs and planning, particularly if a sprinkler system is needed and to determine if additional fire booster pumps or storage requirements are necessary. The Fire Department typically conducts these fire flow tests and provides the data to the City Utility Engineer. The City Utility Engineer then looks at the results to ensure the flow test appears to provide accurate results. Currently this validation process takes a bit of time to gather data and run hand calculations. The model results can help quickly validate if a field test results look accurate or indicate if there is a problem in the actual water system that needs to be investigated further (i.e. a valve is partially or fully closed, pipe size or connectivity may be different than what is indicated on the maps, something abnormal in the system in occurring).

G&M has historically maintained a water system hydraulic model for the City for the purposes of capital improvement projects and overall Water System Master Planning. This historical water system model included the major transmission waterlines between the water treatment plant, tanks, and pump station sites (primarily 12" diameter waterlines and greater). Over the last 5 years, we have been developing out the water system hydraulic model to include all major and minor water service lines (6" diameter and greater) throughout the entire water system on a more as-needed/as-requested basis. While we believe the model is accurate as far as the input data based on available mapping of the water system, GIS topographical data, and past project record drawings and pump curve data, the hydraulic model has not been fully calibrated. In order to meet ISO's

requirements for accepting a hydraulic model in lieu of testing 100-percent of all hydrants, the hydraulic model results must be within 20% of the field results for the selected hydrants.

The scope of this proposal includes:

1. Model Update:

- a. Verifying and adding all recent developments for active water service mains (6" diameter and larger) to the existing model based on the current water system map and available developer's construction plans to include accurate elevations and pipe lengths.
- b. Adding all of the current public fire hydrants (approximately 1,400) in the water system to the existing hydraulic model, where each fire hydrant will be labeled to match the existing Water System Map and Fire Department's fire hydrant numbering data. This will allow for easy cross reference between the model's fire flow results tables/map and the City's maps and hydrant database.

2. Field Testing & Calibration:

- a. Calibration of the water system model as a whole by selecting representative areas of each pressure zone to have field fire flow tests completed and compared to the model results. It is anticipated there will be some areas that will not immediately match and troubleshooting of the model and/or field conditions will be required
- b. It is anticipated a quantity of 50 hydrants will need to be fire flowed and data provided to G&M by the City for this purpose.
- c. Assistance from the Water Department for any field investigations may also be needed to help validate results.

3. Fire Flow Analysis:

- a. Run steady-state, automated fire flow simulations in the hydraulic water model software for all public fire hydrants at the required 20 psi pressure.
- b. Identify any areas falling below the required minimum flow of 500 gpm at 20 psi residual pressure.

4. Project Deliverable:

- a. G&M will provide to the City Fire and Water Department staff an overall hydraulic water system map with all junctions nodes, pipes, and fire hydrant nodes labeled in AutoCAD ".dwg" and PDF format.
- b. Corresponding tables with the Fire Flow results simulated at 20 psi for each fire hydrant node within the hydraulic model will be provided in Excel and PDF format.

5. Project Timeline: It is anticipated that this scope of work will take approximately thirteen (13) calendar months to complete in full.

6. **Project Budget:** G&M proposes to provide these services on a time and expense basis for an estimated not-to-exceed cost of \$187,000.00 as detailed in the attached table. The conditions of the “Agreement for Engineering Services” between the City of La Vergne and Griggs and Maloney, Inc. dated July 5, 2005 will apply to this proposal. We will bill monthly and payment will be due within 30 days of invoice.

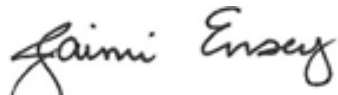
7. **Other notes and considerations:**

- a. As discussed with Water and Fire Department staff, the results provided from this analysis will be for one set of operating conditions at one static point in time with the water system mapped as shown in the hydraulic model. While this is satisfactory for ISO requirements, painting bonnets, and general validation of field fire flow results, these results should not take the place of fire flowing hydrants upon a developer’s request.
- b. A water system is very dynamic and changing every day. With additions to the water system due to new construction or modifications related to maintenance or emergency repair, there are changes that may occur, sometimes unintended, and not be reflected in the model that could significantly impact the available fire flow results.
- c. It is recommended to continue to maintain and update the water system hydraulic model on an annual basis once these services are complete.

We appreciate the opportunity to assist you with this project. If you have any questions regarding this proposal, please contact Jaimi Ensey or me at (615) 895-8221. If this proposal is acceptable to you, please have the appropriate person sign this letter and return it to me to authorize G&M to proceed.

Sincerely,

GRIGGS & MALONEY, INC.


Jaimi Ensey, P.E.
Senior Engineer

GRIGGS & MALONEY, INC.


Ryan Maloney, P.E.
President

ACCEPTED BY CITY OF LA VERGNE

By (Name Printed)

By (Signature)

Title

Date

Copy: Mr. Bruce Richardson, City of La Vergne
Ms. Juliet Williams, City of La Vergne

Encl: Estimate of Probable Cost Table

City of La Vergne Water System Fire Hydrant Modeling Engineering Services Estimate of Probable Cost						
Item #	Description	Hours				T&M NTE Estimate of Probable Cost
		Sr Engineer	CAD	Engineer (EIT)	Admin	
1	Updating Existing Hydraulic Model					
1.1	Updating based on existing WS Map, adding new developments	120	-		-	
1.2	Add all 1400 Hydrants with matching numbers to WS Map (assuming 15-20 min per hydrant, name, piping, elevations, zoning)	400	-	130	-	
1.3	Troubleshooting validation errors	40	-		-	
#1 Subtotal:		560	-	130	-	\$122,000.00
2	Calibrating Existing Model against FH flow tests					
2.1	Comparing 50 hydrant data and SCADA Conditions	130		50		
2.2	Troubleshooting	50				
#2 Subtotal:		180	-	50	-	\$41,000.00
3	Convert Model to ACAD/PDF & Excel Tables					
3.1	Adjust junction node/pipe labels to legible text size/locations (1.5 min per tag - assume 2,500 tags; ~1700 pipes, ~1400 FH nodes, not considering existing other nodes/overlap of existing in this estimate, assume 20% no adjustment needed); WaterCAD to DXF to DWG Conversion with layers adjustments and formatting	64	16	28	-	
3.2	Prepare Excel Tables/Output Data	24	-	-	8	
#3 Subtotal:		88	-	28	8	\$ 24,000.00
Project Total T&M NTE Estimate of Probable Cost						\$187,000.00



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.E.	Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.		
Department:	Fire	Presented By:	Ronny Beasley
Item Attachments:	1. Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medica		

Purpose:

The fire department is requesting the Board to approve a MOU with Motlow College for A-EMT training.

Background:

Motlow State Community College will provide 240 hours of class time for an Advanced Emergency Medical Technician (AEMT) training program, building upon the foundational skills gained in Basic EMT certification.

This advanced training will expand the capabilities of La Vergne Fire Rescue Department personnel, enabling them to deliver an even higher level of pre-hospital care.

Financial Summary:

The financial agreement is not to exceed \$18,000, which is included in the FY 2026-2027 budget.

Staff Recommendation:

Staff recommends approval.

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

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

Program Title(s): Advanced Emergency Medical Technician

Description: Training consists of 240 hours of class time.

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

Date(s) and Time: Class Dates are August 24, 2026 through December 14th, 2026; 8:00am-4:30pm

Location: La Vergne Fire Department

CEU’S per Participant: 24

Number of Participants: Not to exceed 16

Program Fee: \$18,000

Motlow State Community College will provide all instructional materials.

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

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

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

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

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

action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

Motlow State Community College

Signature of Official

Signature of Official

Title

**Contracts Officer
Title**

Date

Date



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.F.	Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2025-2026.		
Department:	Finance	Presented By:	Danielle Brown
Item Attachments:	1. City of La Vergne 2026 Audit Contract		

Purpose:

This is to approve the annual Audit Contract with Blankenship CPA Group, PLLC for the 2025-2026 Fiscal Year.

Background:

This is the annual contract to audit our city accounts. By state law, we must conduct an audit every year.

Financial Summary:

The total cost for this year's audit will be \$47,000.

Staff Recommendation:

Staff recommends approval.

CONTRACT TO AUDIT ACCOUNTS

OF

City of La Vergne

FROM July 01, 2025 TO June 30, 2026

This agreement made this 7th day of July 2026, by and between Blankenship CPA Group, PLLC, 101 Winners Circle, Brentwood, TN 37027, hereinafter referred to as the "auditor" and City of La Vergne, of 5093 Murfreesboro Road, La Vergne, TN 37086, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2025, and ending June 30, 2026 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **1** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than December 31, 2026, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

Additional copies provided upon request

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the

organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) **Attached engagement letter incorporated by reference**

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit **\$45,000.00**

Municipal Chart of Accounts Crosswalk **\$2,000.00**

Total Fixed Contract Fee **\$47,000.00**

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

\$45,000 for AFR audit. Additional Single Audit fee of \$5,000 for first major program and \$2,750 for each additional major program, if applicable.

Additional fees for adoption of new accounting pronouncements and other accounting assistance will be accounted for and billed separately.

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Blankenship CPA Group, PLLC

Audit firm

 **Richard Lockwood**

By _____

Signature

Title/Position: **Partner**

E-mail address: **rlockwood@bcpas.com**

Date: **July 07, 2026**

Governmental Unit or Organization

By _____

Signature

Title/Position: _____

E-mail address: _____

Date: _____

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By _____

Date: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.G.	Approve Agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.		
Department:	Police	Presented By:	Christopher Moews
Item Attachments:	1. Agreement - Blue Line Solutions		

Purpose:

The primary purpose of this program is to improve roadway safety, particularly in areas where children, pedestrians, school personnel, and motorists may be at increased risk due to speeding vehicles.

Background:

Tennessee law authorizes municipalities to utilize automated speed enforcement systems in designated school zones and other specifically authorized locations to improve traffic safety and reduce speeding violations. The proposed agreement allows the City to partner with Blue Line Solutions, a Tennessee-based company specializing in automated traffic enforcement technology and program administration.

Key benefits include: Enhanced safety in school zones through consistent speed enforcement. Increased driver compliance with posted speed limits. Additional traffic safety data to assist the City in evaluating roadway conditions and future improvements. Ability to address speeding concerns without diverting police officers from emergency response and proactive law enforcement activities. Public education and awareness campaigns prior to implementation and throughout the life of the program.

Blue Line Solutions provides equipment, installation, maintenance, violation processing, mailing services, customer support, and program administration. There is no upfront capital expenditure required from the City for equipment installation and deployment. The contractor is compensated through a fee of \$25 per processed violation submitted for review and approval, deducted from collected program revenue. The agreement includes a “no-balance billing” provision under which unpaid monthly program costs are carried forward and recovered only from future program-generated revenue. Any remaining unrecovered balance is forfeited by the contractor after the contractually specified period following termination.

Operational Controls and Oversight: The agreement preserves local control over enforcement decisions. Every potential violation must be reviewed and approved by an authorized law enforcement officer. Blue Line Solutions cannot independently issue citations or determine whether a violation should be enforced. The decision to issue a citation remains solely with the City and its designated law enforcement personnel.

Contract Term: Initial term of thirty-six (36) months beginning with the issuance of the first payable notice of violation. The City has the option to extend the agreement for an additional thirty-six (36) months. Multiple termination provisions are included, including termination for cause, changes in law, court rulings, and mutual agreement.

Risk Management: Blue Line Solutions is responsible for system installation, maintenance, training, reporting, and operational support. The agreement automatically terminates if state or federal law changes to prohibit the program or if a court determines the system is unlawful. Blue Line Solutions agrees to

indemnify and hold the City harmless for claims arising from the company's negligence or misconduct. The City retains audit rights and access to program records.

Approval of this agreement will provide the City with an additional traffic safety tool focused on reducing speeding violations in school zones and other legally authorized locations while minimizing the need for upfront capital investment. The agreement maintains law enforcement oversight of all enforcement actions, provides operational and financial safeguards for the City, and supports the City's ongoing commitment to protecting residents, students, and visitors through proven traffic safety measures.

Financial Summary:

Financial Impact: The agreement is structured as a turnkey service program. Studies by third party vendors must be conducted. The costs of those studies will be reimbursed by Blue Line Solutions.

Staff Recommendation:

Staff recommends approval.

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.

AND

CITY OF LA VERGNE, TN



BLUELINE™



AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT

City of La Vergne, TN

This **Photo Enforcement Services Agreement** (the "*Agreement*") is made and entered into this _____ day of _____, 2026, by and between Blue Line Solutions, LLC. (BLS), a Tennessee corporation with offices at 4409 Oakwood Drive, Chattanooga, TN 37416 (herein "BLS"), and the **City of La Vergne** with an office at 5093 Murfreesboro Road, La Vergne, Tennessee (herein "Municipality").

RECITATIONS

WHEREAS, the General Assembly of the State of Tennessee has authorized localities to enact ordinances to monitor, enforce, and penalize violations of school zone, construction (work) zone speed limits; and

WHEREAS, Blue Line Solutions is in the business of providing automated violation detection, imaging, and administrative services to authorized municipalities and government agencies using Blue Line Solution's proprietary systems (as more specifically described herein below, the "Service"; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Enforcement System" (herein "APE" or "ASE System" or "MLP System") and the "Manned Photo Laser System" (herein "MPL System"); and

WHEREAS, Municipality desires to use the APE, and/or MLP and/or VBE System(s) to monitor speeding infractions, and other potential traffic violations, in order to issue traffic notices of violations, and evaluate traffic movement and safety, affirms it has no other such equipment or service provider and has the right, power, and authority to execute this Agreement; and

WHEREAS, the La Vergne Police Department has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance.

NOW, THEREFORE, the parties agree for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and BLS agree as follows:

1. BLS AGREES TO PROVIDE:

During the Term of this Agreement, and in consideration of the Fees specified in Exhibit C ("Service Fees & Pricing Schedule"), Blue Line Solutions (BLS) shall use reasonable commercial efforts to provide the services to the Municipality in accordance with the terms and conditions of this Agreement. Services shall include the following: The scope of work is identified in Exhibit A.



2. MUNICIPALITY AGREES TO PROVIDE:

The Municipality acknowledges that certain aspects of the Service require the participation and cooperation of the Municipality, without which BLS's performance of the Services may be significantly impaired or delayed. The Municipality is responsible for the following: The scope of work is identified in Exhibit B.

3. TERM AND TERMINATION

- a. Initial Term & Extensions. The term of this Agreement shall be for Thirty-six (36) months beginning on the date of the first Notice of Violation/Liability (the "Start Date") is issued and payable and may be automatically extended for an additional Thirty-six (36) months period at the sole option of the Municipality. Either party may terminate this Agreement at the expiration of any term, providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.
- b. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of BLS and the Municipality;
- c. Termination for Cause. Either party may terminate this agreement for cause if: (a) the other party fails in any material way to perform or breach its obligations under this Agreement; (b) applicable or governing law is amended, or the State Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by BLS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder.

Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within sixty (60) days after receiving notice;

- d. Termination by Legislation. If the law is changed to prohibit or substantially interfere with the operation or feasibility of either the APE or MPL Systems or the parties' obligations under this Agreement, parties may agree to (a) renegotiate the contract or (b) terminate the contract for cause.
- e. Termination for Convenience. At any time during the term of this Agreement without cause with ninety (90) days' notice, provided, however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay Blue Line Solutions the "Termination for Convenience" fee, if any, of \$1,500 per camera for each month that remains in the Initial Term and (b) as of the Effective Date of Termination Fee the applicable costs set forth in Exhibit C; and (c) the Municipality shall not terminate this Agreement without cause in the first year of the term;



- f. De Facto Termination. If the Municipality at any time purposefully or voluntarily ceases part or all of the enforcement program through (a) a failure to approve citations; (b) excessively spoiling legally valid citations/summonses without cause; (c) failing to restart the program after an extended break, such as summer or winter break; (d) failing to sign and initiate a delinquent citation/summons collection program, where legal, within six (6) month of program start; or (e) fails to restart a lawfully or mutually agreed upon suspended program within sixty (60) days, will be in breach of contract and without restoration to original terms will be understood to have, "Terminated for Convenience" the agreed upon contract.
- g. Effect of Termination. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately. Accordingly, the parties shall have the following obligations, which continue during the termination process: Municipality shall cease using the APE and MPL Systems, shall allow BLS to retrieve all equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in Exhibit C) specified in the Agreement as if the Agreement were still in effect.
- h. Notwithstanding any provision to the contrary, this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the APE, or MPL or VBE System(s) or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APE, or MPL or VBE System(s) or the enforcement of the underlying infractions shall also automatically terminate this agreement.

4. **ASSIGNMENT AND EFFECT OF AGREEMENT**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.



This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors, and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services, and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to the Municipality on a monthly basis and provide proper payment to the Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS to ensure a transparent audit process for all payments collected.

6. COLLECTIONS SUPPORT & PROCESSING

Blue Line Solutions acknowledges that the Municipality may engage a third party to collect unpaid citations and any related past-due debt arising under this Agreement. This includes authorizing the third party to initiate legal action against the driver or other vehicle owner who fails to remit payment on citations or related fees.

Blue Line Solutions is authorized to share any and all relevant or necessary information, including personal information of citation recipients, with the third-party collection service retained by the Municipality. However, the Municipality is under no obligation to use a third-party provider recommended by Blue Line Solutions or to pursue collection at all.

Blue Line Solutions shall cooperate with the Municipality's chosen third-party collection provider by supplying necessary information throughout the term of this Agreement and for twenty-four (24) months after its termination.

In consideration for this support, the Municipality agrees to pay Blue Line Solutions a Processing and Administration Fee, as detailed in Schedule A, for the provision of such information and administrative services related to the collection process.

The Municipality shall bear sole responsibility for all expenses associated with such collection efforts, including but not limited to court costs, filing fees, collection agency charges, attorney fees, and any other related costs.

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until October 1, 2026 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the City must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal. Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price



adjustment. If the Contractor and the City have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the City may not renew the Contract, whether or not the City has previously elected to renew the Contract's term.

8. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through the operation of the APE and/or MPL System(s) shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

9. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any of the State "Freedom of Information Act," "Open Records Request," or similar laws, insofar as they may be applicable. The Municipality must provide BLS an opportunity to redact proprietary and/or confidential information pertaining to trade secrets and/or sensitive operations before releasing information complying with the records request.

10. OWNERSHIP OF THE SYSTEM

It is understood by the Municipality that the APE, or MPL or VBE System(s) and all associated hardware and software being provided by BLS are, and shall remain, the sole property of BLS unless separately procured by the Municipality. The APE, or MPL or VBE System(s) are being provided to the Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the APE, or MPL or VBE System(s), nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right to remove any equipment provided, but not the obligation.

11. LEGAL COMPLIANCE

The municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the APE, or MPL or VBE System(s) and associated summons procedures comply with federal, state, and local laws and ordinances.

12. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Municipality acknowledges that it reasonably believes the APE, or MPL or VBE System(s), and associated citation procedures comply with federal, state, and local laws and



ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for the operation of the APE, MPL, or VBE System equipment.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

13. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however, caused and on any theory of liability arising out of or relating to this Agreement.

14. PROGRAM MATERIALS

BLS shall retain all rights, title, and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of BLS, templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by BLS in performing services for its clients ("Program Materials"). BLS grants to The Municipality a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use Program Materials solely by its authorized personnel for The Municipality's internal use in connection with the Services.

15. MUNICIPALITY MARKS

The Municipality hereby grants to BLS and its affiliates a non-exclusive, non-transferable, sublicensable license during the term of this contract to use, reproduce, display, and distribute the Municipality name, seal, logo, domain name, and other marks owned or controlled by The Municipality ("The Municipality Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. BLS will allow the Municipality to review and approve all uses of the Municipality Marks. Notwithstanding the foregoing, BLS and its affiliates may identify the Municipality as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of the Municipality. Nothing in this Agreement grants the Municipality any right to use the name, logo, or other marks of BLS or its affiliates except as incorporated in Program Data and Program Materials or otherwise with the prior written consent of BLS.

16. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority



approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

17. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first-class mail or by registered mail and addressed to the proper party at the address set forth in the "Notices" section below.

18. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations and followed, if necessary, by professionally assisted mediation within 45 days if an agreement cannot be reached. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the mediator's fees and expenses.

19. ADDITIONAL SERVICES

Additional systems and services offered by BLS may be added to this Agreement upon the mutual written consent of both parties. If the Municipality elects to contract for other services provided by BLS or affiliated companies owned by Blue Line Holdings, LLC, whether or not directly related to the program outlined in this Agreement, it authorizes BLS to withdraw invoiced amounts either as a one-time payment or on a recurring monthly basis, as specified by the Municipality. All such payments shall remain subject to the Municipality's review and approval. These additional services may include, but are not limited to: Analog or digital signage, Automated License Plate Recognition (ALPR) systems, Vehicle-Based Enforcement, Red-Light Enforcement, mobile surveillance or ALPR trailers, school bus stop-arm enforcement systems, surveillance cameras, noise detection and enforcement systems, drones and video management systems, real-time crime center software and hardware, and other related safety and enforcement technologies.

20. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and all remaining provisions of this Agreement shall remain in full force and effect.

21. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.



22. RECORDS AND AUDIT RIGHTS

During the term of the Agreement, BLS shall maintain all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. BLS agrees to make available to Municipality, during normal business hours, all books of account, reports, and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the State public records law and State public records retention schedules, whichever is longer.

Additionally, each party shall have the right to audit the other party's records pertaining to a citation issued pursuant to this Agreement solely to verify the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

23. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

24. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents, and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality, and neither party may incur any debts, liabilities, or obligations on behalf of the other party except as expressly provided herein.

25. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward the implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

26. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed



and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement

27. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

Blue Line Solutions, LLC.
4409 Oakwood Dr.
Chattanooga, TN 37416
Attn: Jeff Oxner, CFO
Email: joxner@bluelinesolutions.org

Notices to the City of La Vergne:

Jason Cole, Mayor
Christopher Moews, Chief
5093 Murfreesboro Road
La Vergne, TN 37086

28. DEFINITIONS

As used in this Agreement, the following words and terms shall apply:

- **“Agency”** means any state, county, or local law enforcement agency within a municipality charged with its law enforcement functions. This includes, but is not limited to, any; Police Office or Department, Sheriff’s Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.
- **“Automated Photo Enforcement System” (herein “APE System,” “ASE System”)** means a digital, electronic system used to accurately detect and capture recorded images or video of motor vehicles committing a traffic infraction.
- **“APE System Zone: School”** A designated area near a school or school crosswalk with likely child pedestrian presence. It may include multiple or bi-directional travel lanes over a defined length. Typically, one "zone" refers to one side of a school, with up to four zones possible to cover all sides. Camera count is determined by the number of road lanes.
- **“APE System Zone: Construction”** refers to a roadway construction area with likely presence of workers and equipment. It may include multiple or bi-directional travel lanes over a defined length. One "zone" typically equals one two-lane road or one side of a divided roadway. Camera count is based on the number of lanes.
- **“Incident”** refers to any violation of posted, enforceable speed limits captured by a BLS APE System.
- **“MPL System”** means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.



- **"Motor Vehicle"** means, Motor vehicle means any vehicle, machine, tractor-trailer, or semi-trailer propelled or drawn or self-propelled by mechanical power and used upon the roadways or highways in the transportation of passengers or property, or any combination thereof.
- **"Motor Vehicle Owner"** means the person or entity identified by the NLETS or other state vehicle registration office as the registered owner of a vehicle. Such term shall also mean a motor vehicle lessee pursuant to a motor vehicle lease or rental agreement.
- **"Motor Vehicle Administration" (herein "MVA")** means information on a motor vehicle and/or motor vehicle owner derived from accessing a Criminal Justice Information (CJIS) database. Access to CJIS information may come from the State of the originating violation and other State or National driver and vehicle databases.
- **"Municipality"** means any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include but are not limited to: hamlet, village, borough (boro), town, township, city, precinct, district, parish, county, or state.
- **"Notice of Liability"** means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the APE, or MLP System.
- **"Notice of Violation"** means a citation, summons, or equivalent instrument issued by a competent state or local law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by an APE, or MLP System or Blue Line Solutions as an agent of such law enforcement agent, agency or court.
- **"Person" or "Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, political subdivision, or any other entity.
- **"Recorded Events"** means photographic, electronic, digital, or video images of a motor vehicle recorded by an APE, or MLP System, establishing a time sequence of the motor vehicle entering the intersection or speed zone and its speed.
- **"S-curve"** means a bend in a public road or highway in the shape of an "S" that inhibits a driver's full vision through the bend.
- **"Start Date"** means the date the first Notice of Violation/Liability (i.e., payable Citation or Summons) is issued by BLS on behalf of the Municipality.
- **"System" or "Zone"** means any single, two-lane thoroughfare where APE cameras are installed. Generally, one or two cameras are installed per system/zone.
- **"Traffic Safety Corridor"** refers to a designated roadway segment (or Zone) identified through both quantitative data (e.g., crash hotspots, high violation rates, high traffic volumes) and qualitative community input, where serious crash risk, traffic violations, and public concern intersect. These corridors are part of the broader High Injury Network (HIN) and are prioritized for targeted interventions to reduce injuries and fatalities.



- **“Vehicle-Based Enforcement” (VBE)** refers to a mobile, self-powered Automated Speed Enforcement system used for any APE System Zone, School, Construction, and/or Traffic Safety Corridor.” It may include multiple or bi-directional travel lanes over a defined length. One "zone" typically equals one two-lane road or one side of a divided roadway. Camera count is based on the number of lanes.
- **"Violation Verification"** means a web-based violation processing system used by a Certified Police Officer, Peace Officer, Sheriff, Constable, or other Sworn or Certified Law enforcement Agent or certified (or trained) citation processing personnel.
- **“Violation”** means failure to obey an applicable traffic law, motor vehicle codes, ordinance, or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit or in a designated enforcement zone, such as a School Zone, School Crossing Zone, or Work Zone, as may be amended from time to time.

29. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: Jason Friedberg

CITY OF LA VERGNE
STATE OF TENNESSEE


Authorized Signature (*Municipality*)

Approved and authorized this _____ day of _____, 2026.



Exhibit A

BLS Obligations and Scope of Work

1. BLS, at the request of the Municipality, shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the APE or MLP System equipment.
2. Where appropriate, BLS shall provide the quantities of APE, or MLP System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of APE, or MLP System(s) to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.
3. BLS will promptly perform a preliminary review of recorded event data for the purpose of filtering recorded event data that is not of sufficient quality for further use. For example, BLS may filter Recorded Event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. The Municipality will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a citation thereafter.
4. BLS will promptly retrieve applicable Motor Vehicle Administration ("MVA") records for motor vehicles photographed in Recorded Events using registration plate information from such vehicles where such information is reasonably discernible from the Recorded Event. The retrieval of MVA records by BLS is solely for the purpose of presenting such information to the Municipality, and the Municipality shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. BLS agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Municipality.
5. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the APE, or MLP System(s) at no additional cost to the Municipality.
6. BLS shall provide an automated, web-based processing program for all valid Notices of Liability, including image processing, mailing of the initial Notice and a reminder Notice, printing, and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitations for filing Notices of Liability. Subject to the approval and authorization from the Municipality, each Notice shall be delivered by first-class mail to the registered owner within the agreed or statutory period. Subsequent notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by the parties.
7. BLS will make available, at BLS' expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that BLS received at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing. Additionally, BLS shall prepare and submit to the applicable hearing officer, Agency, or Court an



Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.

In the event of additional expert testimony requests, the Municipality will reimburse BLS for costs incurred in making such expert available to testify, including reasonable travel, lodging, and related expenses and time at the expert's then-current hourly rate.

8. As part of our full-service program, BLS will assume responsibility for all services necessary for the operation of APE system(s), including power, data, and connectivity. BLS will establish and maintain all required contracts to ensure continuity of service. Any costs associated with operating these services will be identified and deducted from the monthly program revenue. The Municipality will not be responsible for managing or maintaining any connectivity, power, or data services related to the program.
9. BLS, at no additional charge to Municipality, will be responsible for training the persons designated to review and approve violations. This includes training new operators, as staffing assignments may change at the sole discretion of the Agency
10. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by the General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed, or resolved.
11. BLS shall provide to the Municipality and the Agency a monthly report of APE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:
 - a. Total number of Violation events.
 - b. Total number of actionable Violation events.
 - c. Total number of Notices of Liability issued.
 - d. Total number of Notices of Liability paid.
 - e. Reports on ongoing operations as required or such other reports and documents as are mutually agreed upon between BLS and the Municipality.
12. BLS shall provide all routine maintenance of APE, or MPL or VBE System(s) equipment and timely respond to equipment repairs.
13. BLS will provide services and data for public information and education (PI&E) campaigns before deploying any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E throughout the program's life.
14. BLS will provide the municipality one (1) Thirty-Day warning period at no charge as part of this agreement. Additional warning periods, as requested by the municipality, will be subject to the fees per "Exhibit C."



15. As related to the MPL System only, BLS agrees, upon request by the Agency, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided; however, the foregoing shall not apply to warning periods (the first thirty (30) days following the implementation of each MPL system) and the following additional conditions shall apply:

- a. personnel shall be selected by the Agency.
- b. the MPL Systems and accompanying personnel shall only be deployed in areas not prohibited or restricted by state or local statute and tracked daily for all court documents; and
- c. if and when this option of deployment with personnel is exercised:
 - i. The location(s) shall be mutually agreed upon by both BLS and the Municipality.
 - ii. BLS will reimburse the Municipality for the officer(s) utilizing the equipment at the following rates: **(Pay rate to be provided by agency and agreed to by BLS)**
 1. Full-time officer Overtime – 1.5 times the officer's rate of pay.
 2. Full or Part-time officer Regular Time – Officer's rate of pay.
 3. The Agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.
 - iii. The Agency will provide an invoice and timesheet to BLS for reimbursement of officer pay by the fifth (5th) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the Municipality on or before the 15th day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany the agency's first 30-day cycle summons revenue check. All payments shall be delivered to the address designated by the Municipality in this Agreement.
 - iv. BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.



Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable laws and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS to the best of their ability on the required system and program implementation and provide reasonable access to the Municipality's personnel and facilities to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to install and operate APE, or MLP System(s) under its control. The responsibility for all documentation required to obtain permits is the responsibility of BLS. The municipality will assist, to the best of its ability, in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make their Public Works Department, Electricians, or other staff available to BLS to help identify, coordinate, and permit pole locations, gain access to electricity hookups, etc., as needed. If the APE system(s) are to be mounted on existing structures, the Municipality will issue a letter to BLS authorizing the use of the location identified.
5. The Municipality shall issue a letter to BLS showing its authorized use for the pole identified for the APE System to be mounted.
6. Unless required by the municipality to maintain contracts for power, data, and connectivity, BLS will assume responsibility for all services necessary for the operation of APE system(s), as outlined in Exhibit A, 8.
7. The Agency shall ensure that each APE, or MPL System(s) shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God, or court order.
8. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
9. BLS will train the municipality in the procedures for setting up and operating the citation review and approval system. Upon request, BLS will certify the Agency has completed training.
10. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly





updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed, or resolved for contested violations.

11. The Municipality and/or Agency shall authorize an agency officer to carefully review each potential Violation captured by the APE and MPL System and transmit an electronic signature to each Notice of Liability approved by the Municipality.
12. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
13. The Municipality agrees to reasonably pursue payments of valid Notices of Liability and serve follow-up letters or summons as required for contested violations.
14. The Municipality shall coordinate a hearing officer (a judge, magistrate, or otherwise) and a hearing location to schedule and hear disputed citations.
15. BLS is responsible for issuing and collecting all fines and fees associated with violations. The Municipality shall approve customary fine collection services on behalf of BLS to reach a final disposition for all unpaid or contested violations. In States where issued violations are able or required to be converted into Uniform Traffic Citations (UTCs), BLS and the Municipality will determine the course of action to follow, either civil collections or conversion into a UTC.
16. If the Agency operates APE systems in a School Zone or other designated Traffic Safety Corridor that utilizes or requires physical flashing lights ("Flashers"), the Municipality must provide BLS with the appropriate schedules and activation times necessary for initial and ongoing programming of enforcement cameras and related system equipment. The Municipality and/or the Agency must also promptly notify BLS of any unscheduled school closings, holidays, or disruptions affecting the regular schedule within School Zones or Traffic Safety Corridors.

Unless otherwise required by law or contract, BLS shall delay processing violations by one (1) business day to allow time for receipt of any such notifications. To the extent permitted by law, the Municipality agrees to hold harmless BLS from any liabilities, claims, or expenses resulting from the Municipality's failure to provide timely notice of schedule changes or closures.

17. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the APE and MPL System caused by the Municipality, its employees, or authorized agents.
18. The Municipality shall provide a project manager or other designated individual with authority to execute the Municipality's responsibilities under the Agreement.
19. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with the written authority provided by the Municipality.
20. The Municipality agrees to notify BLS of any resignations or terminations of its personnel so that they can be removed from all applicable systems. This is required to maintain CJIS access and compliance.



21. The Municipality agrees to compensate BLS for any damages caused by the Municipality, regardless of Agency or Department. All costs will be deducted from the program funds in the next billing cycle(s). BLS will notify the Agency and the Municipality of all damages to its system prior to deducting the funds required to pay for the damages.
22. The Municipality agrees to operate all APE systems as outlined in Exhibit E, "Automated Photo Enforcement (APE) System Operations."
23. The Municipality agrees to provide and maintain current all information requested in "Attachment A."



Exhibit C

Tennessee Service Fees & Pricing Schedule

Tennessee Code, § 55-8-198 authorizes municipalities to use unmanned traffic enforcement cameras to issue civil penalty notices for speed violations of ten (10) miles-per-hour or more within the designated distance of a marked school zone, and on any S-curve of a public road or highway as defined therein. As such, BLS is compensated for providing all related equipment, support services, consulting, operations, and program administration. The Municipality agrees to the below financial terms:

1. Fees/costs due Blue Line Solutions for providing a turn-key Automated Photo Enforcement System and/or Manned Photo-Laser (MPL) System and/or Automated Noise Enforcement system and all associated equipment include;
 - a. Infrastructure installation and provisioning; and
 - b. Communications and wireless integration (*the Municipality will assume network provider costs*); and
 - c. Ongoing service and maintenance; and
 - d. Ongoing Public Information & Education programs; and
 - e. Access to a secure, web-based violation processing and review system; and
 - f. All website and Call Center Support and back-office operations; and
 - g. Violation processing services, DMV and NCIC records access, including;
 - i. Citation processing speeding violations
 - ii. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice
 - iii. Agency summons approval process
 - iv. Citation Mailing
 - v. Returned Mail
 - vi. Change of Address (COA) lookup
 - vii. COA Summons Reissue
 - h. Credit Card and other payment processing services

2. ASE Fee-for-Service Program

The municipality agrees to pay BLS a fee of \$25 per incident processed and submitted to the Municipality for approval. This fee will be subtracted from the Municipality's gross receipts of paid citations/summonses.



If the Municipality reduces the time of operation of APE systems from the maximum time allowed by law and/or the minimum speed enforcement threshold, the Municipality agrees that the agreed-upon costs will automatically adjust to \$27.50 per violation incident.

3. Program & System Fees

Blue Line Solutions assumes all risk, costs & fees associated with, and required for, APE/MLP System installation, maintenance, infrastructure, development, implementation, and ongoing support. As such, costs & fees are recovered monthly by BLS over the first eighteen to twenty-four (18-24) months of this agreement from revenue apportioned to BLS under this agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery of the above-stated costs by BLS, the Municipality will be responsible for the balance.

- a. Automated Photo Speed: The parties agree the cost of installation, infrastructure, development, and implementation of the APE System is \$75,000 per installed APE System zone, and upon early termination under Section 4 prior to the end of the initial term of this agreement. Full payment of all such costs will be due within sixty (60) days after the date of termination.

4. No-balance Billing

Notwithstanding the provisions of Section 3 above, BLS agrees that the services shall be provided to the Municipality on a no-balance billing basis. If the total monthly fees/costs realized by BLS in a given month exceed the current monthly gross of fines collected, the remaining unpaid portion of the BLS total monthly fees/costs will roll over and be added to the following month's total. In the event that the contract ends or is terminated, and a balance is still owed to the contractor, all subsequent receipts generated from the BLS system prior to termination from automated speed programs for a period of 12 months from the date of termination will be applied to such balance and paid to BLS. At the end of the 12-month period outlined above, any unpaid rollover amounts owed to BLS shall be forfeited by the Contractor and not owed by the Municipality.

5. Legislative Change Affecting Compensation

If legislative changes should limit or alter the structure or amount of fines levied for speed infractions. In that case, the Municipality may request to renegotiate the compensation as specified above. Any failure of the parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause by the Municipality.

6. Additional Warning Periods

BLS will provide one (1) thirty-calendar-day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.



7. Additional & Special Reporting Requests

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this agreement may be subject to additional fees. Additional reporting work and report generation done solely by BLS and exceeding five (5) hours to complete, excluding those required by law, will incur a fee of one-hundred-and-fifty (\$150) dollars per hour, which will be subtracted from the Municipality's gross receipts of paid summonses. A time estimate will be provided if the estimated completion time exceeds five (5) hours

8. Credit Card Administration Fee (*Violator Paid*)

There is no cost for violation payments made by check, or money order. Violation payments processed manually by phone or paid electronically are charged an additional Administration Fee (paid by the violator). Administration Fees are not included in the Municipality's Revenue.

9. Pricing Alteration

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, BLS and the Municipality will re-evaluate the pricing provided above (in Exhibit C) six months after the system "start date" and adjust as appropriate. This pricing may be changed by agreement of both parties or in the event of changes to the empowering statute.



Exhibit D

1. Number and Locations of APE and MPL System Equipment

The number of APE and MLP Systems, as well as the locations for equipment installation, will be determined after a careful analysis by the Municipality, the Agency, and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Prior to the study, the initial quantity is expected to be:

- a. () APE System(s) will be provided: Unit quantity may be changed without contract amendment.
- b. () MPL System(s) will be provided: Unit quantity may be changed without contract amendment.
- c. () VBE System(s) will be provided: Unit quantity may be changed without contract amendment

2. Radar Feedback Signs

Blue Line Solutions ("BLS") may, at its sole discretion, provide and install radar speed signs for use in connection with the Automated Speed Enforcement (ASE) System in school zones where permitted by law and approved by the Municipality and/or any applicable regulatory agency. If installed, the radar speed signs shall be placed in accordance with approved site construction plans, generally one (1) sign per ASE System. The Municipality shall assist BLS with placement coordination, installation access, and obtaining any required regulatory approvals. All costs associated with the procurement, installation, service, maintenance, and replacement of the radar speed signs shall be recouped from program citation revenue. During the manufacturer's warranty period, one (1) year, *BLS will provide service and maintenance as needed. Upon expiration of the warranty, they will become the sole responsibility of the Municipality.* If requested, BLS can provide service and replacement after the warranty period, but any costs associated with that service and replacement will be deducted from the program revenue.

3. Automated License Plate Recognition (ALPR) Cameras

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an APE System under this agreement, as long as this agreement remains in effect and provided that the Municipality agrees to operate each APE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the APE infrastructure. Additional ALPR systems may be purchased as described in "Additional Services" section of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the APE and MPL Systems. Expert testimony relating to specific LiDAR equipment requires coordination with the manufacturer and will need to be arranged at least thirty (30) days prior to required court appearances.



Exhibit E

Automated Photo Enforcement (APE) System Operations

1. Operating Times

The municipality agrees to operate APE Systems in designated areas for the maximum time permitted by law or as identified in "Attachment A."

2. Operating Speeds

The municipality agrees to operate APE Systems in areas at the minimum enforceable speed limit permitted by law or as identified in "Attachment A."

3. School Zone Flasher Schedule

The municipality agrees to provide active school zone flasher times to BLS and maintain the schedule, updating each semester or as needed. The municipality will ensure that the Flasher programming matches the school zone flasher schedule.

- Time(s) for school zone speed limit reduction, while flashers are in operation.
- Posted speed limit during hours when flashers are operational
- Posted speed limit during normal operational times (non-school times)
 - Mid-day enforcement, or non-flasher time
- Speed limit (enforcement speed) at which citations can be issued
 - School zone times when flashers are flashing

Authorized Signature (Municipality)

Date

Signature
Blue Line Solutions, LLC
4409 Oakwood Dr.
Chattanooga, TN 37416

Date



Criminal Justice Information Services (CJIS) Security Policy

Version 5.9.3
09/14/2023

CJISD-ITS-DOC-08140-5.9.3



Prepared by:
FBI CJIS Information Security Officer

Approved by:
CJIS Advisory Policy Board



ADDENDUM TO THE CONTRACT BETWEEN LA VERGNE POLICE DEPARTMENT AND BLUE LINE SOLUTIONS

[Name of Law Enforcement Agency] and Blue Line Solutions, LLC., the contract entered into by these parties and entitled "AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT", is hereby amended and revised to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in the Phoenix, AZ, and FBI-managed criminal justice information systems by NOVA are subject to the following restrictions:
 - a. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.
 - b.
 - c.
 - d.

This amendment is effective the _____ day of _____, 2026 On behalf of Blue Line Solutions.

Mark Hutchinson

Printed Name

Founder & CEO

Title



Signature

3/01/2026

Date

On behalf of [Law Enforcement Agency]:

Printed Name

Title

Signature

Date



FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA)- the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board APB).

4.00 Security Violations.

U. S. Department of Justice

Federal Bureau of Investigation

Criminal Justice Information Services Division



- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000

Custer Hollow Road

Clarksburg, West Virginia 26306



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.H.	Approve Contract with LJA Engineering, Inc, for the Preparation of a Sewer Master Plan for the City of La Vergne.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Professional Services Agreement_LJA & City of La Vergne_Master Plan Project		

Purpose:

This is to approve a contract with LJA Engineering, Inc for the Preparation of a Sewer Master Plan for the City of La Vergne.

Background:

Due to the growth of La Vergne over the past several years, a new Sewer Master Plan is needed. This document is used for the following:

1. Coordinating and prioritizing sewer rehabilitation projects
2. Planning sewer extension projects
3. Providing timely and accurate sewer availability letters to developers
4. Working with Metro Water Services

Part of the contract with Metro Water Services (who takes and treats La Vergne's wastewater) includes La Vergne maintaining the sewer system in such a way as to keep infiltration from stormwater to predetermined limits. This plan is necessary to continue to do this in the most efficient manner possible.

This fee was not included in the original budget but was included in the FY 25-26 budget for \$300,000. The requested amount is significantly higher than the \$300,000 included in the FY 25-26 budget since it includes a great deal more flow monitoring and manhole inspections than previously assumed. These items will help the Public Works team to identify problem areas more quickly and assist in negotiations with Metro Water Services.

Financial Summary:

Contract Ceiling Price: \$517,940.00

A budget amendment for this is being submitted by the Finance Department.

Staff Recommendation:

Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

Wastewater Engineering Consulting

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in exhibit "A" of this agreement related to Wastewater Engineering Consulting for the City of La Vergne, Tennessee to planning, design, and construction oversight.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$517,940.

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as Exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates shown in the consultant's fee schedule, attached to this document as Exhibit "B".
- C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A," "A-1," and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Change orders will only be considered in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed work is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.

- E. The City is not obligated to accept change orders. Any work done outside the scope of the Contract or previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the work to be performed hereto attached as Exhibit "D"
- B. The Contract duration is for 502 calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Work performed prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

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

4.02- Sales Tax

- A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected. However, the city cannot pass down tax-exempt status to consultants and consultants must pay all required taxes.

4.03- Payment

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

4.04 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and work products
- B. Consultant may rely upon the work of others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

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

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such

documents by City or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant. If the City reuses or modifies the Work Product without the involvement or consent of the Consultant, the City shall remove the names and signatures of the Consultant and its sub-consultant(s) from the Work Product prior to such reuse or modification.

- B. The City may share as necessary any work product as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City
- D. Notwithstanding the foregoing, the Consultant and its sub-consultant(s) do not convey to the City their unique or proprietary design techniques or concepts as may be employed in the final Work Product.

Section 8- Insurance

8.01- Requirements

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

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

9.02- City Obligation

- A. The City will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent act, error, or omission.

Section 10- Termination and Suspension

10.01- Suspension

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

10.02- Termination for Cause

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

10.03- Termination for convenience

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

10.04- Payment following termination

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

Section 11- Controlling Law

11.01- Controlling Law

- A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
- B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Dispute Resolution

13.01- Notice of Dispute

- A. Notice of a dispute will be provided in a formal letter or email
- B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
- C. Notice of Dispute by the Consultant will be delivered to the City project manager

13.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
- B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding meditation with a neutral third party mediator that

shall be mutually agreed upon. Fee for the cost of mediation shall be shared equally by both parties

- C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 14- Force Majeure

14.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 15- Entire Agreement and Amendment

15.01- Entire Agreement

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

15.02- Amendment

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

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

City of La Vergne

By: Jason Cole
Mayor



Consultant: LJA Engineering, Inc.

By: Travis E. Wilson, PE
Consultant Title: Vice President

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

Master Plan Project

LJA Engineering, Inc. ("LJA") is providing a task order for the City of La Vergne ("Client") to perform engineering and design services associated with the above project. We propose the following services and corresponding fees in accordance with the attached Professional Services Agreement (PSA).

Background

LJA was procured through an advertised Statement of Qualifications (SOQ) process by the City. A sanitary sewer master plan was part of the advertised work the City included in the SOQ process. City staff indicated that the master plan should provide an analysis of the existing system, project future needs, identify deficiencies, and develop a prioritized capital improvement plan (CIP). The master plan would generally include the following tasks; data review and collection, system mapping, system analysis, conclusions and recommendations.

The scope of the master plan encompasses a City boundary of approximately 25 square miles, a current population of approximately 43,000, an estimated 900,000 LF of sanitary sewer, 24 pumping stations, and multiple connections to Metro Water Services (MWS). LJA staff will coordinate with and receive pertinent information and data from the City which will be utilized to the fullest extent possible. City staff has indicated there are current capacity issues within the system along with wet weather inflow/infiltration (I/I) that need to be addressed.

In order to gain an overall understanding of system performance and capacity for current conditions as well as evaluating the need for future capacity, the Client has requested that an overall system assessment be completed; however, due to immediate funding/budgeting constraints, the minimum assessment, data gathering, and in-depth evaluations are incorporated into the scope. The result will provide the requested Master Plan but with an outlined understanding of assumptions used to perform the tasks in lieu of actual data gathered. The initial and most comprehensive focus will be within the Bridgestone Basin (SW20), as that is the immediate focus between the City and Metro due to capacity constraints at the associated connection points.

The initial task would be to complete a comprehensive flow monitoring study (utilizing 10 temporary flow meters along with the associated Metro ADS meter and rain gauge data) within the Bridgestone Basin (See Exhibit A-2) to evaluate capacity and rain-dependent inflow/infiltration (RDII). The flow data would be used to create a prioritized ranking of the basin in which future rehabilitation projects may be focused to regain capacity. The flow data would also be used to calibrate a system model which would predict the hydraulics within the basin as development occurs and expands as indicated within strategic scenarios.

Two (2) additional flow meters will be utilized during the effort. One installed at approximately manhole 3079 (See Exhibit A-3-1) to collect pre-rehabilitation data during both dry and wet weather to compare with post-rehabilitation flow data subsequent to the interceptor upgrade project. One meter would also be installed at approximately manhole 1798 (See Exhibit A-3-2) to evaluate capacity during both dry and wet weather to evaluate potential re-routing of flow to another line segment. The data from this meter will be used to calibrate the model during specified related scenarios.

Approach

The initial approach to the project will be to coordinate with the flow monitoring contractor to select and install flow monitoring sites by December 01, 2026, such that both dry and wet weather periods can be observed. It is anticipated that 10 meters will be utilized within the Bridgestone Basin (SW20) during a 6-month metering period. Additionally, 2 meters will be utilized at other specified areas for up to 60 days to assess capacity and evaluate both wet and dry weather flows.

During this time, LJA staff will work to receive, review, compile, and finalize sewer system documentation from the City that include manhole locations, mainline connectivity and pump station connectivity. LJA staff will determine the field work that is required to formulate a GIS mapping system capable of supporting the modeling effort needed to determine the required Capital Improvement Program (CIP) components for the master plan. Based on a preliminary review of the data from the City at this time, generally, the following mapping items would need to be resolved:

- Consolidation of datasets
- Transform datasets and features to TN State Plane
- Coordinate with City GIS staff to ensure seamless future workflow
- Revise/Correct/Populate key attribute fields to resolve inconsistencies and facilitate data query capabilities
- Correct snapping issues with mainlines, manholes, and valves
- Set-up a feature ID strategy to ensure all features are unique
- Set-up separate layers for pressure systems

Where applicable, LJA will coordinate with City staff to determine where manhole inspections will be performed to verify connectivity and collect invert elevations required for the modeling assessment. Additionally, these inspections will identify manhole defects contributing RDII into the system. Survey grade GPS coordinates will be taken at the determined manholes during the process of identifying system connectivity.

Once the flow monitoring data has been finalized and the field work has been completed, the sanitary sewer model will be created and calibrated, incorporating any previous modeling results from portions of the system. Although the scope of this Task Order provides the initial data integration of the model, an additional task order will be submitted to perform the actual modeling tasks and set up strategic scenarios as requested.

LJA staff will coordinate closely with Client throughout the project timeline to gather information as needed. It is expected that there will be a number of meetings with various Client staff members over the course of the project to facilitate the work. They will be scheduled accordingly with Client staff.

The associated Scope of Services outlines the tasks to be performed to meet the approach discussed in the above narrative.

Scope of Services

1.0 Data Collection & Coordination

LJA will facilitate one (1) in person kickoff meeting with City staff to discuss the components of the project, individual tasks, outline action items, and an associated draft schedule to complete. During the meeting, LJA staff will discuss information received and required to facilitate the required scope of work. LJA staff will receive documentation, catalog, perform a review and QA/QC to determine viability, create and manage a RFI spreadsheet to track information gathering and assessment, and assembly of draft a draft GIS map to convey preliminary information.

The preliminary GIS map will contain existing layers from the City from GIS. LJA staff will take CAD layers from the City and integrate/convert into GIS layers and separate into feature classes to facilitate final mapping formats.

LJA staff will facilitate one (1) in person follow-up meeting to discuss action items, provide status updates, and discuss updated action items and RFI list.

2.0 Flow Monitoring

The following subtasks will be included as part of the overall scope to perform flow monitoring at approximately 10 metering locations for a 6-month period to obtain the required data for the model calibration, RDII analysis and system prioritization. The monitoring period is expected to begin by December 01, 2026, and continue through June 01, 2027, in order to measure both dry and wet weather periods. The comprehensive flow monitoring will be limited to the Bridgestone Basin (SW20).

An additional two (2) meters will be installed at approximately manhole 1798 and 3079 to evaluate flows during both dry and wet weather periods for approximately 60-days. All meter installations are tentatively planned to be concurrent.

Note: Rain gauge data will be obtained from the closest ADS maintained rain gauge. Rain gauge data QA/QC is based on that provided by ADS and will be utilized “as is.” Sewer connection points have ADS flow meters currently installed. Flow data from these locations will be utilized as part of the study and will be “as is” with all QA/QC provided by ADS.

- Site Selection – LJA staff will work with the flow monitoring contractor and the Client to select sites for the flow monitoring study based on the needs for the model and sewer master plan. LJA staff will perform the following tasks:
 - Conduct a kickoff meeting with flow monitoring contractor
 - Produce flow monitoring site maps
 - Create a flow monitoring basin layer for the GIS and produce a system schematic
- Mobilization & Site Installations – LJA will coordinate with the contractor and Client to finalize site selection by performing the following tasks:
 - Coordinate with the contractor and Client during installations for validation and site selection in the field for alternate locations
 - Coordinate with the contractor and Client to mobilize and perform meter installations.
 - Receive and review site installation sheets for each location
 - Coordinate with contractor and Client for site verification and initial calibration data
- Data Management – LJA will coordinate with contractor to perform monthly operation and maintenance of flow monitors and rain gauges.
 - LJA staff will facilitate data collection with contractor for collection schedule and accessibility of data during the monitoring period
 - LJA staff will facilitate the review of data throughout the project subsequent to meter data collection.
 - LJA staff will review meter calibration and balancing
 - LJA staff will coordinate with the contractor to receive the final data submittal
- RDII Analysis & System Prioritization
 - LJA staff will evaluate dry weather data as collected by the flow meters and establish a dry weather weekday and weekend diurnal curve
 - LJA staff will evaluate wet weather storm events and set up a flow (Q) vs rainfall (i) linear regression for each metering location to derive storm predictability based on observed rain events
 - LJA staff will produce a system ranking for RDII net volume and normalized net volume
 - LJA staff will provide recommendations on potential rehabilitation projects where repair efforts should be focused

3.0 Field Data Collection, GIS Mapping & Integration

Activities performed during this Task include the following with approximate quantities based on Client's current GIS and the minimum requirements to perform modeling:

- Manhole inspections (approximately 450) – Manhole inspections will be conducted to verify connectivity, collect invert elevations, and identify I/I sources. Data collected during manhole inspections will include the material of each manhole component (cover, frame, chimney, cone, wall, bench and invert) and will be based on NASSCO coding. The condition of each component will be assessed, defects identified, and pertinent photos will be taken. Additionally, connectivity will be verified with the GIS on each incoming and outgoing pipe segment such that map corrections can be made. A PDF report summarizing the information collected will be provided including photos. A sample is included in Exhibit 1.
- GPS Surveying of Manholes (approximately 450) – A GPS survey of each manhole will be performed to obtain x, y, and z coordinates. Each point will be gathered with survey grade accuracy using a Trimble GPS data collector. Manhole GPS work will be performed during the wintertime period when the tree canopy is at a minimum. Any manholes where survey grade accuracy cannot be obtained will be collected with mapping grade accuracy. At the time a model is formulated utilizing the GPS data, other survey means will be utilized as part of that effort to obtain survey grade data for any locations required. LJA staff will coordinate with the Client to integrate the GPS data into the Client's existing GIS mapping system.
- Pump Station Information Integration - LJA staff will coordinate with the Client to input documentation provided (by the City) regarding the pump station capacity and performance based on manufacture specifications on twenty (20) pump stations (NOTE: Some pump stations may be considered negligible and not be included in the assessment). The input information will be utilized to integrate within the model and GIS platform.

Should field verification be required to determine actual capacity and performance levels, LJA staff can perform a draw down field test on any required pump station throughout the system that have not previously been assessed in the field (NOTE: Pump Station draw down testing is not included in the scope of this project but can be added via contract amendment as requested and/or required.) This evaluation would include one site visit to the station where one draw-down test would be performed. Prior to arriving on site, the Client would provide LJA with pump station records such as pump curves and other pertinent associated manufacturer information. Upon completion of field evaluations, LJA staff would compile the findings into a graphical and tabular summary that would be integrated with the final Master Plan Document as part of the Appendices. The results of each evaluation would also be utilized as part of the calibration process in the modeling phase. .
- GIS Mapping/Integration – LJA staff will finalize required mapping to facilitate the model and master plan which would include the following:
 - Consolidation of datasets
 - Transformation of datasets and features to TN State Plane
 - Coordination with City GIS staff to ensure seamless future workflow
 - Revise/Correct/Populate key attribute fields to resolve inconsistencies and facilitate data query capabilities
 - Correct snapping issues with mainlines, manholes, and valves
 - Set-up a feature ID strategy to ensure all features are unique
 - Set-up separate layers for pressure systems
 - Development of basin boundaries and associated polygon layers
 - Prepare GIS feature layer to import and integration with modeling platform
 - QA/QC of sewer features and coordination with City staff for revisions
 - Development of a final GIS map with the following layers; manholes, mainlines, force mains, and pump stations. The final assembled map to be submitted to the Client. (NOTE: Due to the current scope of the project, only minimum field verification and data gathering is included to facilitate the model and master plan. This approach will result in significant data gaps, incomplete mapping features, missing and/or not verified/incorrect attribute data, etc since existing available

information (or absence of information) will be used in lieu of a comprehensive field assessment of each manhole, mainline, force main and pump station and the verification of system connectivity.

4.0 Sewer System Modeling

LJA staff will assemble the applicable field and GIS data in preparation for initial set-up into the model software. This process includes the evaluation of existing elevations, analyzation of the geometric network for use in profile applications and determining potential slope conflicts that might require additional field verification: LJA staff will synchronize final GIS data set with base model data and prepare for import of two sets of flow monitoring data (2014 and 2026).

The following subtasks will be included as related to the development of the model for approximately 800 gravity mainline segments which equates to approximately 25% of the overall system. The calibration effort will require a combination of the integration of temporary flow monitoring data, water usage, and house counts. Documentation and manufacturer assessment of twenty (20) pump stations would be incorporated into the modeling effort to depict actual pump performance within the system.

Model development will depict system hydraulics during both dry and wet weather conditions which will provide a summary of pump station and force main performance to be used in the development of specified future scenarios (not included within the scope of this project) as required/requested by the Client. The items below are included as part of this process.

- Diurnal pattern setup – Develop and verify dry weather diurnal patterns for each site location. (NOTE: In the absence of flow monitoring data for calibration, house counts and synthetic diurnal patterns will be utilized. Water consumption data will be collected from the Client and evaluated in developing curves for each area. In the absence of flow data to calibrate for actual wet weather responses, standardized peaking factors will be used and may vary significantly from actual wet weather responses. Upon receipt of flow data, revisions in the data can be implemented via contract amendment.)
- Rain Dependent Inflow/Infiltration (RDII) development and setup – Develop and formulate theoretical storm curves based on the calibration data where available.
- Development of flow patterns during wet and dry weather where available.
- Establishment of sewer usage within flow monitoring basins
 - Receipt and review of pertinent water usage records
 - Formulation of house and parcel count information
- Implementation of sewer usage/diurnal curves developed for unmonitored areas
- Integration of previously modeled areas
 - Update calibration of previously modeled areas with current flow monitoring data
- Calibration of Model – (Note: Actual calibration of the model will depend on the availability of flow monitoring data. Areas of the system where no flow monitoring data are available, calibration measures will be limited and based on synthetic diurnal curves, water usage data, and standard peaking factors.)
 - Individual flow monitoring basin calibration
 - Overall system calibration
 - Integration of existing modeling results from portions of the system already completed
- Pump Station Calibration
 - Integration of pump station information (curves, draw down testing, etc)
 - Pump Station simulation and calibration (Actual calibration of pump station performance will only be available where draw down testing is provided. In the absence of actual field performance testing data, manufacturers pump curve information will be used which may not accurately represent actual field performance.)

- *Development of scenarios (Maximum of up to 10 scenarios are included within this scope of services. Additional scenarios can be incorporated via contract amendment.)
 - Establish scenarios of system hydraulics:
 - Base Dry Weather Flow (current system conditions)
 - Summary of current capacity restrictions via slide presentation with a combination of tables, figures, and hydraulic profiles
 - Wet Weather Flow (current system conditions) for simulated (2-year, 24-hour storm event. NOTE: If this size event is not available via flow data, it will be determined what the most statistically correct storm size to utilize based on coordination with the Client)
 - Summary of capacity restrictions via slide presentation with a combination of tables, figures, and hydraulic profiles
 - Produce presentation slides of results for dry and wet weather scenarios which would include summary hydraulic profile graphs and related tables and figures. (Wet weather scenarios may be limited to areas where actual flow data was utilized to calibration the system model.)
- Client Coordination
 - Conduct meetings as needed to discuss pertinent information and provide progress updates.

**Note: Specific scenarios can be developed through the model as requested by the Client on an hourly basis at Standard Rates but are not a part of the scope of this Task Order. It is anticipated that once the current conditions (dry and wet weather) of the model are provided, specific requests will be formulated through collaboration with LJA staff and Client as specific development information is determined through a formulated Master Plan.*

5.0 Master Plan Document & Appendices

LJA staff will coordinate with City staff to develop and define potential future expansion areas which would include the following activities:

- Development of applicable GIS layers
- Population and land use analysis (development of dashboard and associated GIS maps)
- Coordination with the City staff to receive population growth estimates, zoning and land use, growth boundaries, etc.
- Development of parcel datasets, planning and zoning layers, Urban growth boundary layers, verification of City maintained roadways, and inclusion of previous and current growth reports and analyses

LJA staff will perform document development which includes the following:

- Existing infrastructure
 - Condition (NOTE: Since comprehensive condition assessments were not performed as part of the scope of this project, only valid condition assessment data available will be used and incorporated.)
 - Inspection Summary of assets evaluated
- Existing study area characteristics
 - Land use
 - Population
 - Boundaries
- System Hydraulics
 - Flow Monitoring Summary
 - Base Dry Weather Flows
- Model Development

- Methodology
 - Calibration
 - Usage and diurnal curve development
- Wet Weather Assessment
 - RDII Analysis
 - Wet Weather Peak Flows
 - RDII Prioritization
- Future Projections
 - Defined Planning areas (5, 10, 20 years)
 - Defined development areas
 - Flow Projections by development area
 - Land use determination
 - Model scenario results
 - Profiles/pipe upsize requirements
 - Peak flow projections
 - PS upgrade requirements
 - Development of Capital Improvement Program Recommendations
 - Development of associated alternatives
 - Projected Cost Estimation
 - Pipe replacement and rehabilitation unit costs
 - Pump Station upgrade costs
 - Future investigation and studies costs
 - Capital Improvement Projects
 - Development of recommendations for future projects
 - Immediate (5-year)
 - Short Term (10-year)
 - Long Term/Horizon (20-year)

Client's Responsibilities

Client shall be responsible for the following items:

- Provide assistance and coordinate with property owners during field work as needed for property access, including providing notification to residents for required property access.
- Assist LJA staff by locating manholes not easily identified or accessible.
- Provide access to required buried manholes that are below grade.
- Provide access to new updated GIS files and associated information regarding new developments not previously mapped.
- Coordinate with City and LJA staff to facilitate required meetings needed to determine population estimates, future zoning and development projections, etc.

Exhibit A-1
Master Plan Project
Fee Summary Table

Task	Task Description	Subtotal Task	Subtotal Fee	Fee Type	Total Fee
Task 1	Data Collection & Coordination			Hourly	\$ 25,750.00
*Task 2	Meter Installs/O&M/Coordination/Reporting			Meter/Month	\$ 145,440.00
Task 3	Field Data Collection/GIS Mapping/Integration				\$ 142,000.00
		**Manhole Inspections/GPS Survey	\$ 103,500.00	Each	
		GIS Mapping/Integration	\$ 38,500.00	Hourly	
Task 4	Sewer System Modeling			Hourly	\$ 132,250.00
Task 5	Master Plan Document & Appendices			Hourly	\$ 72,500.00

Total Not-to-Exceed Fee

\$ 517,940.00

* Flow Monitoring Invoiced by Meter/Month

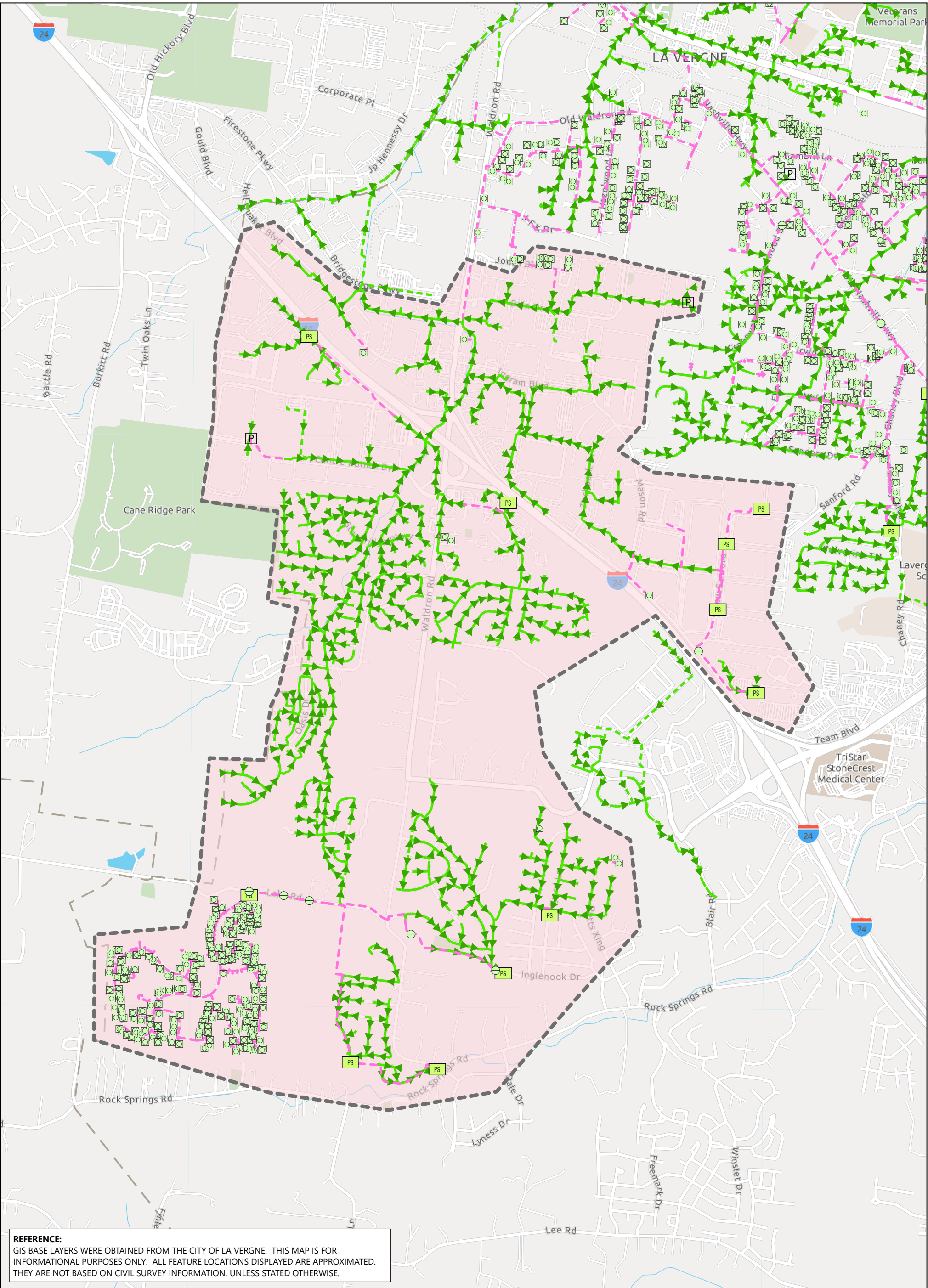
Number of Meters	Meter Months	Unit Price (Meter/Month)	Total Fee
10	6	\$ 2,185.00	\$ 131,100.00
2	2	\$ 3,585.00	\$ 14,340.00
Total			\$ 145,440.00

**Manhole inspection/GPS Survey are invoiced by each manhole assessed and surveyed.

Number of Manholes	Unit Price (Each)	Total Fee
450	\$ 230.00	\$ 103,500.00

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf.

Drawing Path: Z:\SoutheastRegion\Clients\LaVergne_Sewer_Base\LaVergne_Sewer_Base.aprx plotted by mcrow 07-08-2026



REFERENCE:
GIS BASE LAYERS WERE OBTAINED FROM THE CITY OF LA VERGNE. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

Legend

-  Pump Stations
-  Gravity Mains
-  Forcemains
-  Bridgestone Blvd Basin

La Vergne Water and Sewer

Bridgestone Blvd Sewer Basin Master Plan Project



LJA Engineering | 1500 Medical Center Pkwy, Suite 2-C
Murfreesboro, TN 37129 | www.lja.com

Exhibit A-2

DATE:
7/8/2026

LJA PROJECT NO.
PROPOSAL

1 inch = 2,000 feet
0 1,000 2,000 Feet



Exhibit A-3-1 Meter
Installation @ Manhole 3079

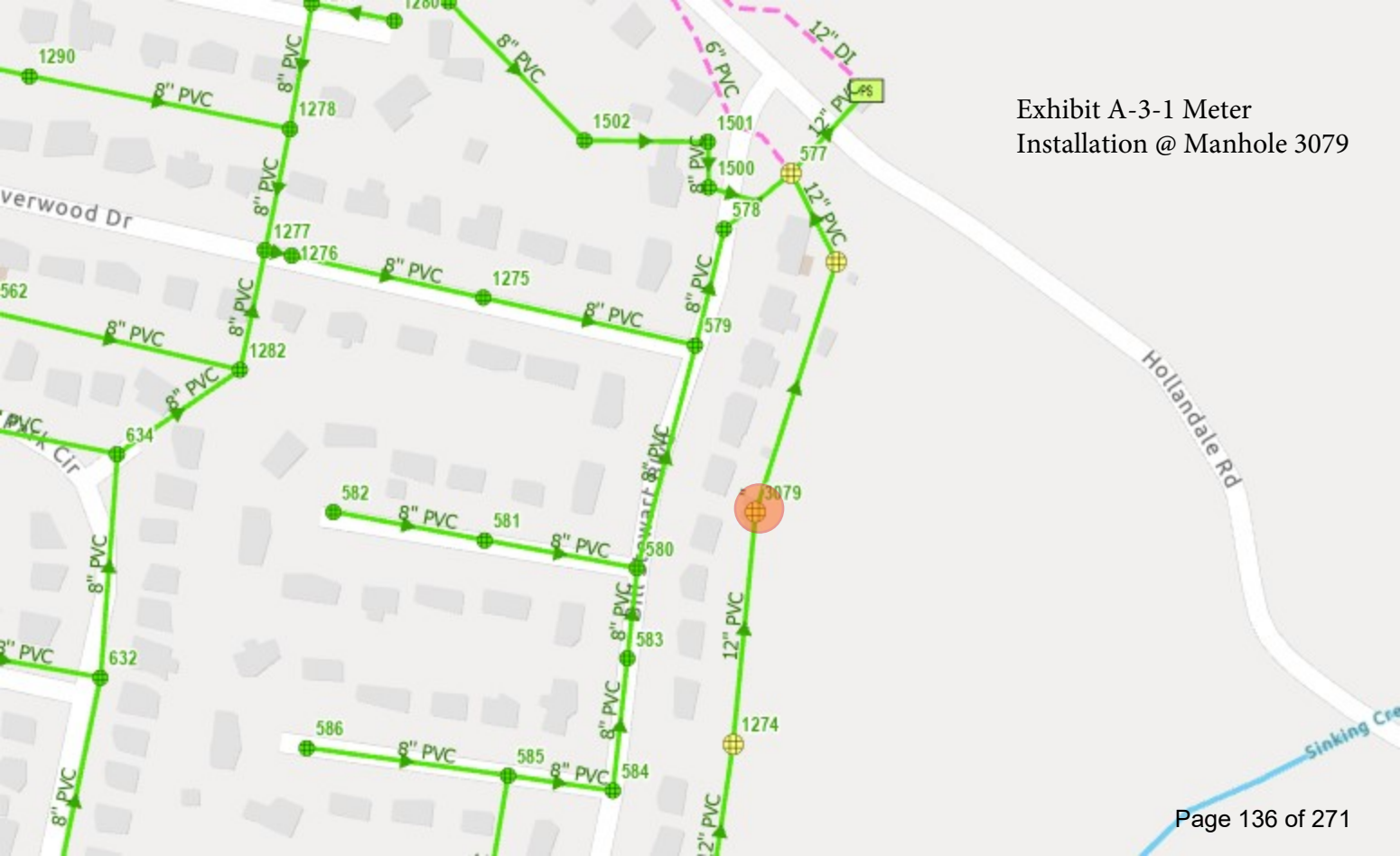


Exhibit A-3-2
Meter Installation @ Manhole 1798

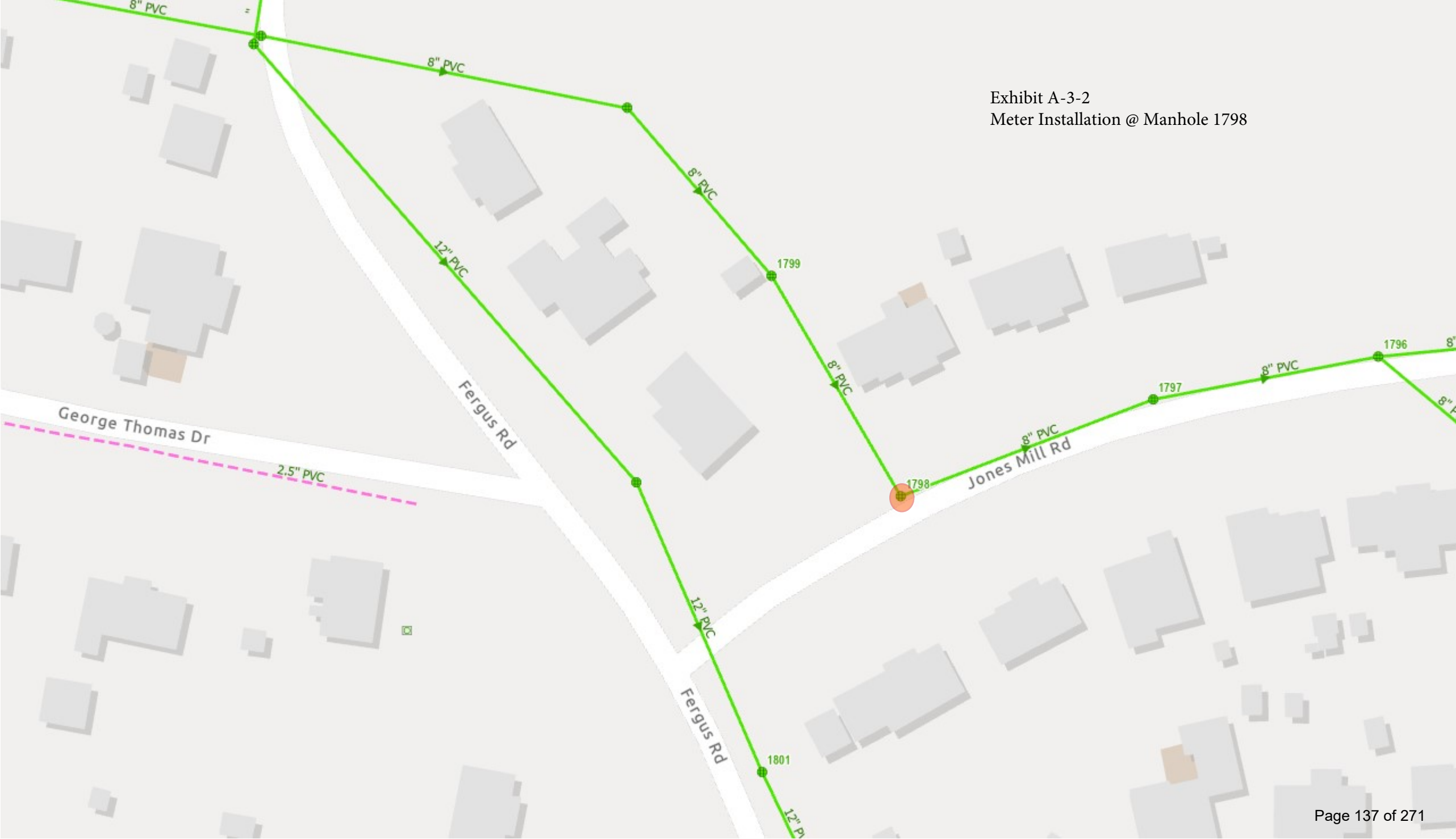


EXHIBIT B
LJA Standard Billing Rates
January 1, 2026 to December 31, 2026

Title	Classification	Hourly Billing Rate Range
Principal Project Manager	PM7	\$265 to \$290
Project Director	PM7	\$265 to \$290
Sr. Vice President	PM7	\$260 to \$290
Senior Project Manager	PM6	\$210 - \$275
Project Manager V	PM5	\$190 to \$225
Project Manager IV	PM4	\$160 to \$185
Assistant Project Manager (Env)	PM3	\$150 to \$175
Senior Project Engineer	E5	\$190 to \$240
Modeling Engineer IV	E4	\$170 to \$185
Project Engineer IV	E4	\$160 to \$185
Modeling Engineer III	E3	\$155 to \$160
Project Engineer III	E3	\$145 to \$155
Modeling Engineer I	E1	\$140 to \$150
Project Engineer II	E2	\$135 to \$140
Project Engineer I	E1	\$120 to \$135
Staff Professional	P1	\$100 to \$125
Senior Project Professional	P5	\$175 to \$200
Project Professional IV	P4	\$150 to \$170
Project Professional III	P3	\$140 to \$155
Project Professional II	P2	\$120 to \$135
Project Professional I	P1	\$100 to \$115
Project Coordinator III	P3	\$165 to \$180
Project Coordinator II	P2	\$135 to \$165
Project Coordinator I	P1	\$115 to \$150
Project Leader III	PL3	\$165 to \$180
Project Leader II	PL2	\$135 to \$165
Project Leader I	PL1	\$115 to \$150
Field Leader	FL	\$115 to \$150
Field Tech III	FT3	\$120 to \$130
Field Tech II	FT2	\$115 to \$120
Field Tech 1	FT1	\$90 to \$110
Senior GIS Professional	G5	\$190 to \$235
GIS Professional IV	G4	\$165 to \$195
GIS Professional III	G3	\$135 to \$180
GIS Professional II	G2	\$115 to \$170
GIS Professional I	G1	\$95 to \$125
Survey Manager	S8	\$185 to \$195
Survey Sr. Project Manager	S7	\$175 to \$185
Survey Project Manager	S6	\$145 to \$175
Geospatial Services Manager	S5	\$135 to \$145
Assistant Survey Project Manager	S4	\$130 to \$140
Sr. Project Surveyor	S3	\$120 to \$130
Project Surveyor	S2	\$130 to \$140
Sr. Survey Technician	ST3	\$115 to \$125
Survey Technician	ST2	\$105 to \$110
CAD Technician	ST1	\$80 to \$100
4 Man Survey Crew	SC4	\$270 to \$280
3 Man Survey Crew	SC3	\$210 to \$235
2 Man Survey Crew	SC2	\$185 to \$210

Note: Rates subject to escalation on an annual basis

LJA Standard Billing Rates
January 1, 2026 to December 31, 2026

Title	Classification	Hourly Billing Rate Range
1 Man Survey Crew	SC1	\$145 to \$175
Senior Resident Project Representative	R5	\$165 to \$195
Resident Project Representative IV	R4	\$140 to \$165
Resident Project Representative III	R3	\$130 to \$150
Resident Project Representative II	R2	\$115 to \$130
Resident Project Representative I	R1	\$110 to \$120
Site Observer	SO1	\$90 to \$105
Senior CAD Designer	C5	\$145 to \$180
CAD Designer IV	C4	\$130 to \$140
CAD Designer III	C3	\$115 to \$130
CAD Designer II	C2	\$110 to \$120
CAD Designer I	C1	\$95 to \$110
Senior Engineering Technician	T4	\$105 to \$120
Engineering Technician III	T3	\$90 to \$100
Engineering Technician II	T2	\$75 to \$85
Engineering Technician I	T1	\$65 to \$70
Project Support Officer II	PS2	\$115 to \$140
Project Support Officer I	PS1	\$100 to \$115
Editor	E	\$115 to \$130
Admin IV		\$145 to \$160
Project Controls Coordinator / Business Manager	A4	\$105 to \$140
Senior Administrator	A3	\$90 to \$105
Administrator IV	A4	\$135 to \$155
Administrator III	A3	\$120 to \$130
Administrator II	A2	\$90 to \$115
Administrator I	A1	\$70 to \$85

*Mileage billed at current Federal Mileage Rates.



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No. Ext): 770-220-7699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No):		
INSURED LJA Engineering, Inc. 3600 W Sam Houston Parkway S, Suite 600 Houston, TX 77042		LJAENGI		INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A: National Union Fire Ins Co of Pittsburg		19445
				INSURER B: New Hampshire Insurance Company		23841
				INSURER C: Lloyd's of London		85202
				INSURER D: Evanston Insurance Company		35378
				INSURER E: Westchester Surplus Lines Insurance Co		10172
				INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1728816346

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL6360582	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 500,000 \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5774680	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2,000,000 \$ \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			G48744734001	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC013265763 (AOS) WC013265764 (CA)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C D	Professional Liability Pollution Liability			RLUSP2400003 MKLV2ENV104342	8/1/2025 8/1/2024	8/1/2026 8/1/2026	Per Claim/Aggregate Per Occur/Aggregate	\$5M/\$5M \$5M/\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:

LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042

LJA Energy, Inc 3600 W Sam Houston Pkwy., S. Suite 625, Houston, TX 77042

LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 200 Round Rock, TX 78681

See Attached...

CERTIFICATE HOLDER

CANCELLATION

"Sample"
For information purposes only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Edgewood Partners Ins Center		NAMED INSURED LJA Engineering, Inc. 3600 W Sam Houston Parkway S, Suite 600 Houston, TX 77042
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Alliance Engineering & Planning LLC; Alliance Surveying LLC; DBA Alliance Engineering, Planning, Landscape Architecture; 299 S. Main Street, Suite A, Alpharetta, GA 30009
 Donald W. McIntosh Associates, Inc., 1950 Summit Park Dr., Suite 600, Orlando, FL 32810
 Freeland & Kauffman, Inc., 209 W. Stone Avenue, Greenville, SC 29609
 LJA Engineering, Inc. - 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
 Gonzalez-Strength & Associates, Inc. - 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244
 BSE Consultants, Inc. - 312 S. Harbor City Boulevard, Unit 4, Melbourne, FL 32901
 Pharis Design - 3711 S Mopac Expressway Building I, Suite 350 Austin, TX 78746
 David Plummer & Associates, Inc. 1750 Ponce De Leon Blvd. Coral Gables FL 33134
 Fagan Consulting, LLC 14501 Falcon Head Blvd. #28 Austin, TX 78738
 MESA Integrated Solutions, Inc. 3720 Whitt Loop Austin, TX 78749
 The WLB Group, Inc., 4444 East Broadway Blvd Tucson, AZ 85711
 G&R Surveying, LLC 1805 Ouida Drive, Austin TX 78728
 Coreprint Solutions, Inc. 3600 W Sam Houston Pkwy S, Suite 100 Houston, Texas 77042
 Concept Development & Planning, LLC P.O. Box 5459 Austin, TX 78763
 Sanchez-Salazar & Associates, LLC, 4630 N Loop 1604 W, Suite 115, San Antonio TX 78249
 LJA Michigan, Inc., 3410 Belle Chase Way, Suite 600, Lansing, MI 48911

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025
forms a part of Policy No. 577-46-80
issued to LJA ENGINEERING, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. SIXTY (60)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 577-46-80

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LJA ENGINEERING, INC.

Endorsement Effective Date: 08/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.**

of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025
forms a part of Policy No. 577-46-80
issued to LJA ENGINEERING, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: 577-46-80

COMMERCIAL AUTO
CA 20 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LJA ENGINEERING, INC.

Endorsement Effective Date: 08/01/2025

SCHEDULE

Scheduled Railroad	Designated Job Site
ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025
forms a part of Policy No. 577-46-80
issued to LJA ENGINEERING, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 636-05-82

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: 636-05-82

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025
forms a part of Policy No. 636-05-82
issued to LJA ENGINEERING, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

☐ Per Project General Aggregate Limit	\$
☐ Per Location General Aggregate Limit	\$
☒ Per Project and Per Location General Aggregate Limit	\$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

7. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Insurers.

8. NAMED ASSURED AS AGENT

The first **Named Assured** specified in Item 1 of the Declarations shall be considered the agent of all **Assureds** with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Insurers of all premiums and for payment of the Retention.

9. PREMIUM

The premium for this Policy shall be the amount specified in Item 5 of the Declarations.

10. SUBROGATION

In the event of any **Claim** under this Policy, the Insurers shall be subrogated to all of the **Assured's** rights of recovery against any person or entity, and the **Assured** shall execute and deliver to the Insurers any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The **Assured** shall take no action after such **Claim** is made against it which prejudices such rights of Insurers.

The Insurers agree to waive their rights of recovery for a **Claim** to the extent the **Named Assured** had, prior to such **Claim**, a written agreement to waive such rights.

11. ASSIGNMENT

No assignment or transfer of any **Assured's** rights under this Policy shall bind the Insurers. If an **Assured** shall die or be adjudged incompetent, such insurance shall cover that **Assured's** legal representative as an **Assured** as would be permitted by this Policy.

12. MERGERS AND ACQUISITIONS

In the event that the **Named Assured** (i) acquires any other entity or acquires substantially all the assets of another entity, or (ii) merges with another entity such that the **Named Assured** is the surviving entity, or (iii) creates or acquires a **Subsidiary** after the effective date of this policy, no coverage shall be afforded under this policy for any **Claim** arising out of **Professional Services, Contracting Services or Technology Services** performed by or alleged to have been performed by such entity acquired or merged with or such **Subsidiary** created, unless and until:

1. The **Named Assured** provides written notice to the Insurers of such transaction or event not more than ninety (90) days after the effective date of such transaction, or event, and
2. The **Named Assured** promptly provides the Insurers with such information in connection therewith as the Insurers may reasonably deem necessary, and
3. The **Named Assured** accepts any reasonably special terms, conditions, exclusions, or additional premium charge required by the Insurers, and
4. The Insurers at their reasonable discretion specifically agree in writing to provide such coverage, such agreement not to be unreasonably withheld by the Insurers.

Except that this Condition 12. shall not apply to, and the coverage under this Policy shall apply automatically for, any such entity acquired or merged with the **Named Assured** where (a) the total, gross, annual revenues of such entity are less than or equal to 10% of the **Named Assured's** revenues used to determine the premium for this Policy and (b) the **Professional Services, Contracting Services and Technology Services** of such entity are materially the same as those provided by the **Named Assured**.

If (i) the **Named Assured** merges into or consolidates with another entity such that the surviving entity is not the **Named Assured**, or (ii) another entity or person or group of entities and/or persons in concert acquire securities or voting rights which result in ownership or voting control by the other entity or person(s) of more than 50% of the outstanding securities representing the present right to vote for election of directors of the **Named Assured**, coverage under this policy shall continue until termination of this policy, but only with respect to any **Claim** arising out of **Professional Services**, **Contracting Services** or **Technology Services** performed by the **Named Assured** prior to such merger, consolidation or acquisition.

The **Named Assured** shall give written notice of such merger, consolidation or acquisition as soon as practicable, together with such information as the Insurers may reasonably.

For purposes of this Condition, an entity shall mean any corporation, business trust, partnership, or other form of organization, including a **Named Assured**.

13. WARRANTY BY THE ASSURED

By acceptance of this Policy, the **Knowledge Group** of the **Named Assured** agree that the statements contained in the application, any application for insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are their agreements and representations, that they shall be deemed material to the risk assumed by Insurers, and that this Policy is issued in reliance upon the truth thereof.

The application and any application for insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are deemed incorporated into and made a part of this Policy.

14. CANCELLATION

- (a) This Policy may be cancelled by the **Named Assured** by surrender thereof to Insurers or by mailing to Insurers through the entity named in Item 9 of the Declarations written notice stating when thereafter the cancellation shall be effective. The Insurers may cancel this Policy by mailing to the **Named Assured** at the address shown in the Declarations written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the Insurers cancel this Policy because the **Assured** has failed to pay a premium when due, this Policy may be cancelled by the Insurers by mailing a written notice of cancellation to the **Named Assured** at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Assured** or by the Insurers shall be equivalent to mailing.

- (b) If the **Named Assured** cancels this Policy, earned premium shall be computed in accordance with the attached short rate table and procedure.
- (c) If the Insurers cancel this Policy, earned premium shall be computed pro rata.
- (d) The premium shall be deemed fully earned if any **Claim** or circumstances that might lead to a **Claim** is reported to Insurers under this Policy.
- (e) Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5763

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days



CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5764

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 08/01/2025

forms a part of Policy No. WC 013-26-5763

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5764

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013-26-5763

Issued to LJA ENGINEERING, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$3,037.00



WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

EXHIBIT D
PROJECT SCHEDULE
Master Plan Project

Schedule

- Upon authorization, LJA staff will schedule kickoff meeting
- LJA will begin manhole inspections/surveys within 30-days of authorization. All manhole inspections will be completed within 120 days of authorization.
- First official day of flow monitoring for the Bridgestone Basin will be December 1, 2026. Site installations and coordination will be performed prior to facilitating monitoring start date. The remaining two meters will be installed at an agreeable date between Client and LJA and remain in the ground for 60 days.
- 180 days from start date, Bridgestone Basin meters will receive final calibration and be removed.
- 90 days from removal of all flow meters, LJA will provide preliminary results to the Client.
- Modeling efforts will be completed 90 days subsequent to all flow meters being removed.
- Master Plan will be completed and a draft report submitted to the Client for review 90 days subsequent to completion of all modeling efforts.
- Project will be completed no later than December 31, 2027



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.I.	Approve Change Order #3 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.		
Department:	Engineering	Presented By:	Kyle Brown
Item Attachments:	1. Change Order #3 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone		

Purpose:

The change order increases the contract time by 42 days to be substantially completed by August 14, 2026. This change order is required for revision of the force main connection located at the intersection of Waldron and Lake Road.

Background:

This project consists of providing for the future growth in the drainage basin along South Waldron Road near the intersection of Blair Road. This project will determine the proper pump station sizing, wet well capacity, interceptor, and force main routes and sizing. This project also forms the basis for an assessment zone to pay for these sewer improvements for the future developments that will be in that area.

Financial Summary:

This change order will increase the project bid by \$75,271.70.

Staff Recommendation:

Staff recommends approval.



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

VIA EMAIL

July 17, 2026

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

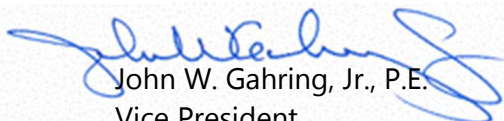
Subject: City of La Vergne, Tennessee
Waldron Road Sewer Assessment Zone
Change Order Three
CTI Project N21003

Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order Three (3) for the subject project. The change order increases the contract amount by \$75,271.70 for a new Contract Price of \$5,538,475.93. This new Contract Price remains less than the Original Contract Price. The contract time is also increased by 42 days to be substantially completed by August 14, 2026. This change order is required due to the modifications to the force main connection.

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

Sincerely,



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

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Scott Tatalovich, Utilities Engineer
Mr. Michael Dietz, Public Works Director
Mr. Bobby Herrick, Barlow Inc.

CHANGE ORDER

Order No. 3

Date: _____

Agreement Date: April 22, 2025

NAME OF PROJECT: Waldron Road Sewer Assessment Zone

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Avenue Grading, Inc. dba Barlow, Inc.

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price	<u>\$5,655,449.86</u>
Current Contract Price adjusted by previous Change Order	<u>\$5,463,204.33</u>
The Contract Price due to this Change Order will be	
increased/decreased by:	\$ <u>75,271.70</u>
The new Contract Price including this Change Order will be	<u>\$5,538,475.93</u>

Change to Contract Time

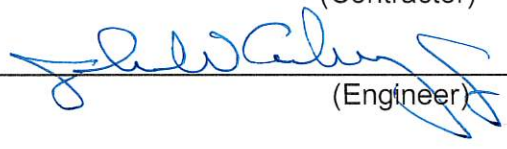
The Contract Time will be increased/decreased by 42 calendar days.

The date for completion of all work will be August 14, 2026.

Justification

Change Order 3 is required for the revision of the force main connection located at the intersection of Waldron and Lake Road. An additional 42 days will be required to complete the project.

Accepted by: _____
(Contractor) (Date)

Recommended by:  7/17/2026
(Engineer) (Date)

Ordered by: _____
(Owner) (Date)



3020 Stansbery Lane Suite 101
Franklin, TN 37069



Project: WRS AZ
Customer: City of La Vergne
Attn: CTI Engineers - John Gahring
Re: COR 3 - Scope Change/Design Change to Lower Force Main, Add Plug Valves
Date: Friday, July 10, 2026

Change Order Request No. 3

PCO No.

Change Order Request

Change order request to add time and materials to lower the previously installed force main as seen in the redesign of the future Waldron Rd area on plan sheet dated 7-1-26. See table below for breakdown of materials. Requesting substantial completion date to be changed from 7-3-26 to 8-14-26 to allow for material lead time and construction of change condition.

Item No.	Description	Unit	Qty	Unit Price	Total
1	ADD - Hot Tap, Tapping Sleeve and Valve Installed, Includes Valve Box and Lid	EA	1	\$16,334.46	\$16,334.46
2	Deduct - 8" PVC, DR21, C900, Force Main	LF	20	(\$123.82)	(\$2,476.40)
3	ADD - Excavate, Remove and Dispose of C900 Force Main (Includes New Fittings)	LF	132.73	\$138.82	\$18,425.58
4	ADD - Install New C900 Force Main	LF	132.73	\$123.82	\$16,434.63
5	ADD - 8" Tee and MJ's	EA	1	\$3,737.55	\$3,737.55
6	ADD - 8" Plug Valves	EA	2	\$9,158.99	\$18,317.98
7	ADD - 8" MJ Plug	EA	1	\$1,909.20	\$1,909.20
8	ADD - Crushed Stone Bedding	CY	30	\$86.29	\$2,588.70
9	ADD - 42 Calendars Days to Project Substantial Completion Date	DAYS	42	\$0.00	\$0.00
				Change Order Total:	\$75,271.70

Notes:

- Work as discussed in meeting on 7-9-26
- Work Per CTI Engineers Updated Drawing Dated 7-1-26
- Includes all equipment, labor and material to meet the revised scope of work
- Includes specifically the items listed above as seen on plans.

Exclusions:

- Any Items not listed above
- Permits
- Fee's
- Geotechnical Services
- Traffic Control
- Inspection Services

Contractor Signature:

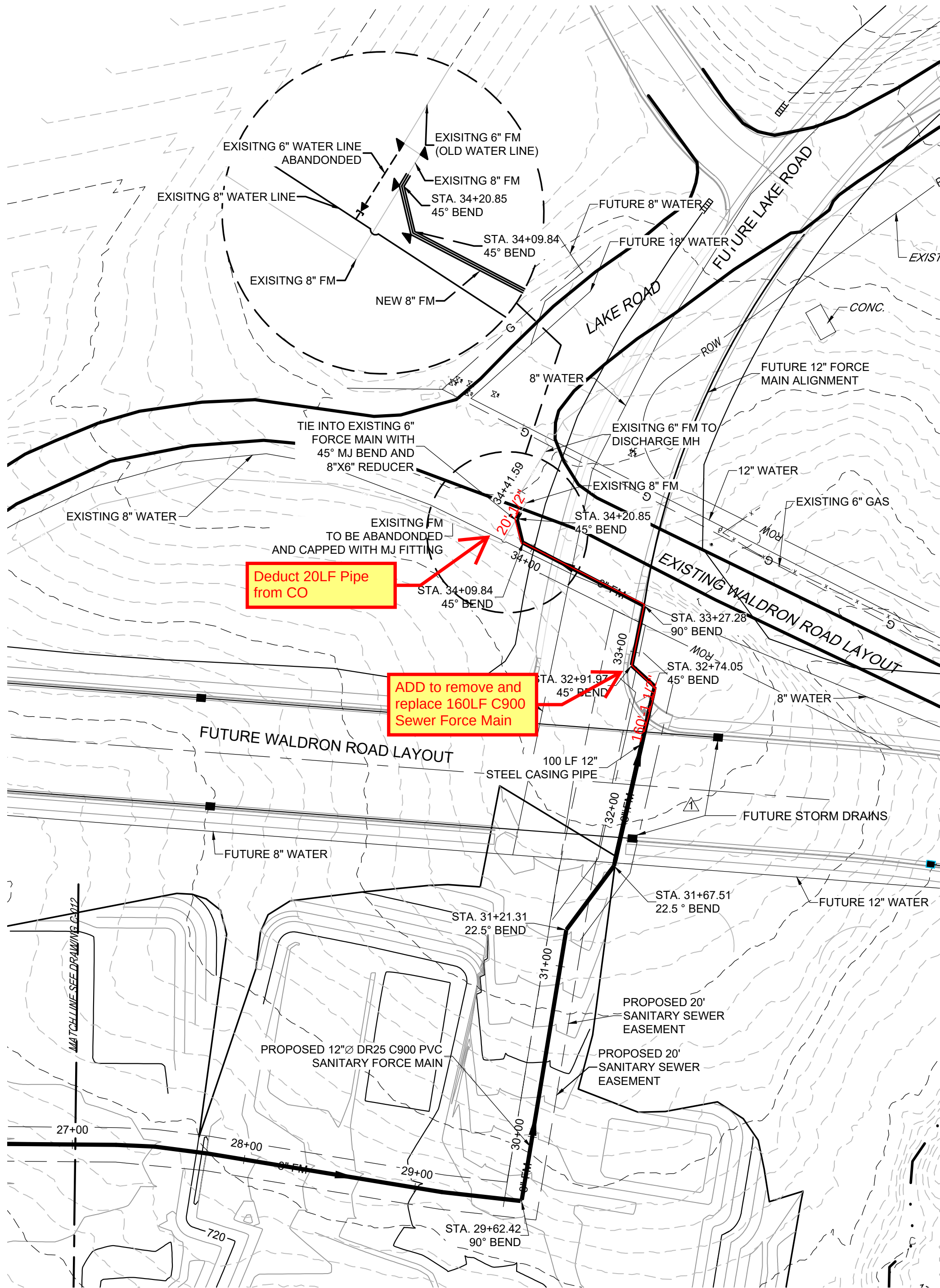
Date:

Name & Title:

Customer Signature:

Date:

Name & Title:

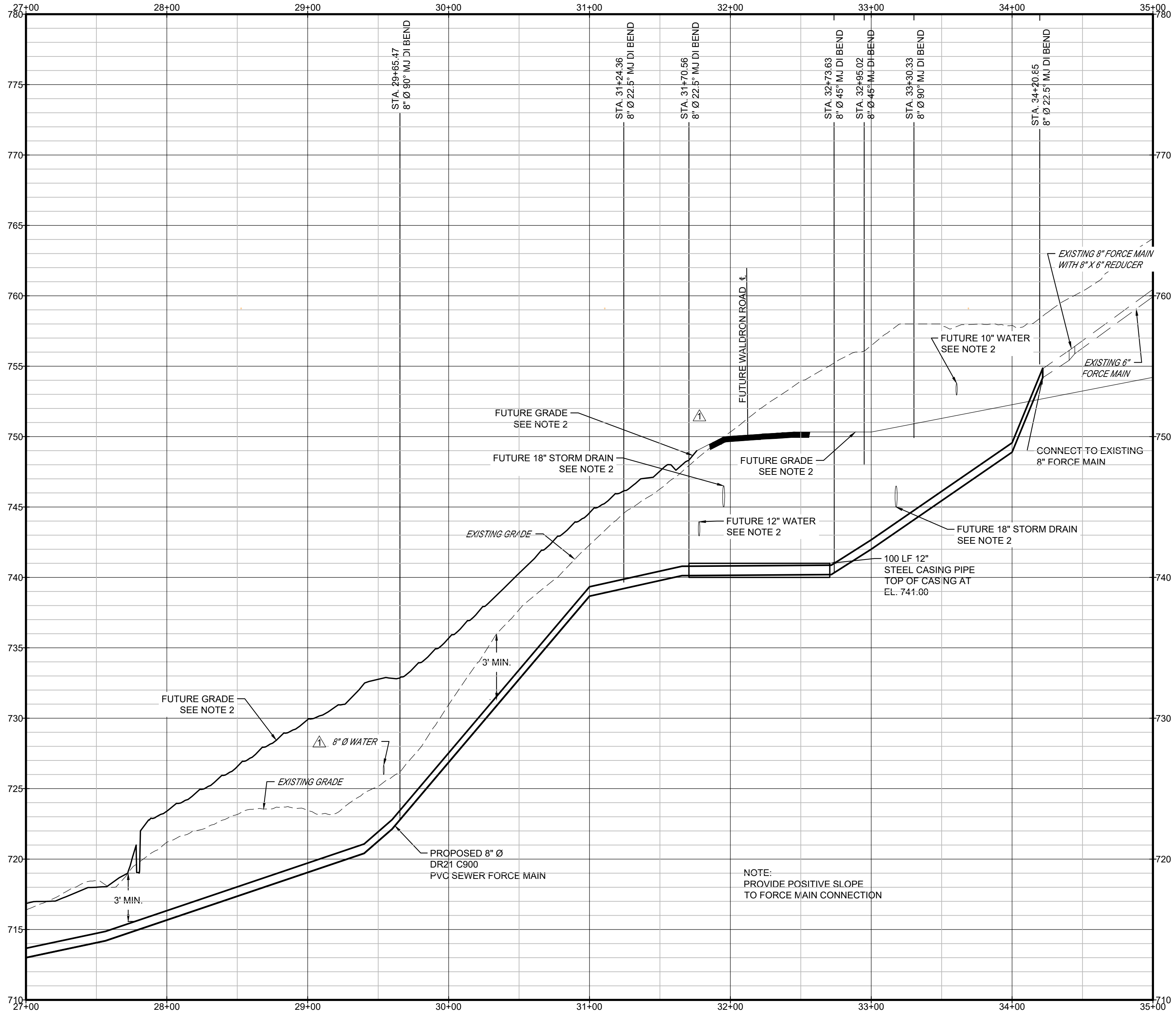


SEWER FORCE MAIN PLAN

1" = 50'
50' 0 50'

NOTES:

1. PROPOSED GRADEWORK TO BE PERFORMED BY SITE DEVELOPER CONTRACTOR. COORDINATE DURING CONSTRUCTION.
2. WORK IN AREA SHOWN AS FUTURE WALDRON ROAD AND FUTURE LAKE ROAD WILL REQUIRE A PRECONSTRUCTION COORDINATION MEETING TO FIELD VERIFY FUTURE UTILITY LOCATIONS AND FUTURE GRADES.



SEWER FORCE MAIN PROFILE

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

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NO.	DESCRIPTIONS	REVISIONS		
		DATE	BY	APPD
1	REVISED DWG AND UPDATED BOXES	1/2/25	SMC	JWG

JHM	SMC	JWG	JWG
DRAWN	CHECKED	APPROVED	

LA VERGNE, TENNESSEE
WALDRON ROAD SEWER ASSESSMENT ZONE

SEWER FORCE MAIN
PLAN AND PROFILE
STA. 27+00 TO STA. 34+20.85



3354 PERIMETER HILL DR, STE 140
NASHVILLE, TN 37211
615-834-8300



JOB NO.

N21003

ISSUE DATE

1/2/2025

DRAWING NO.

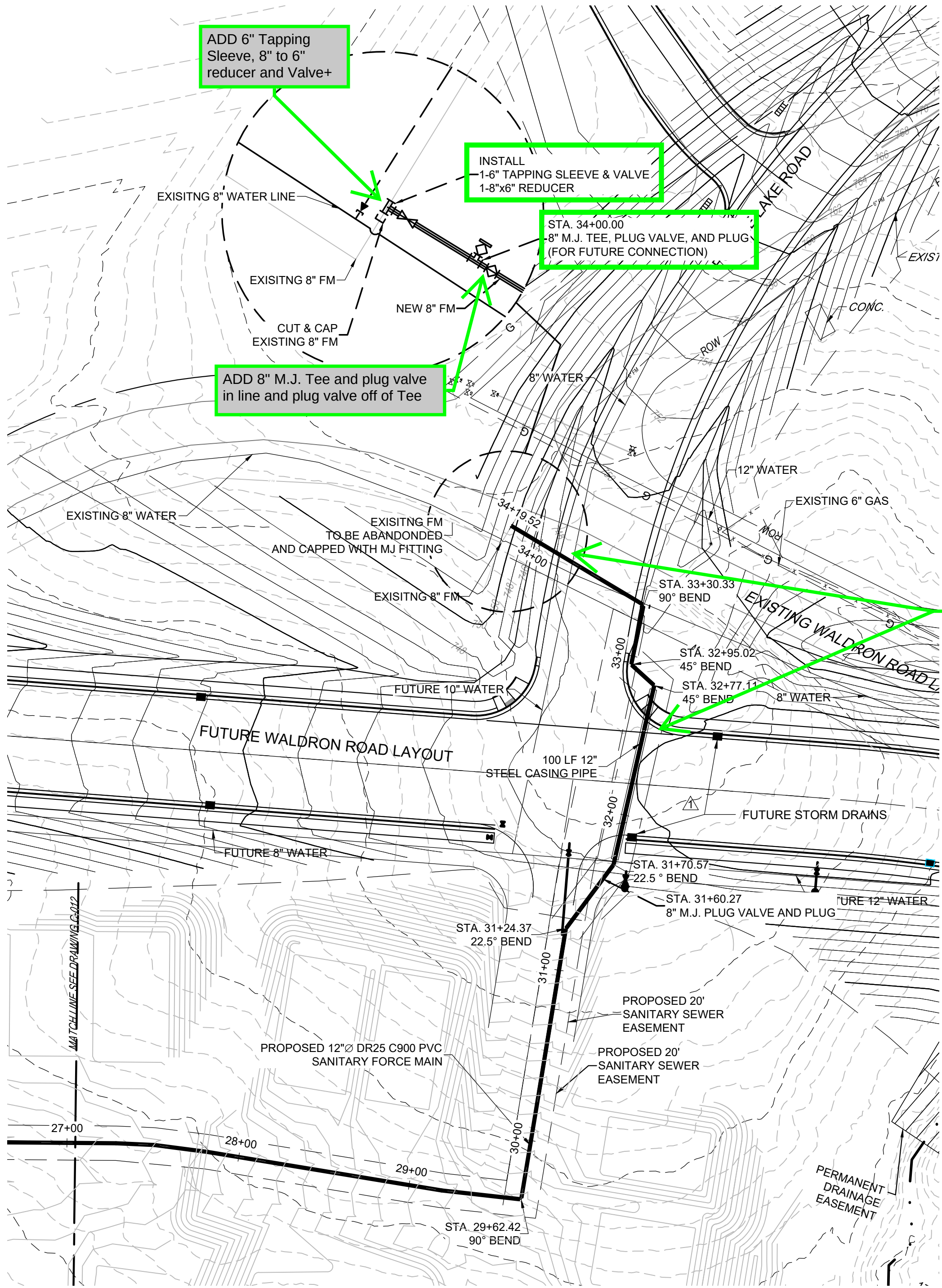
C-013



WRS AZ - 31 August 2025



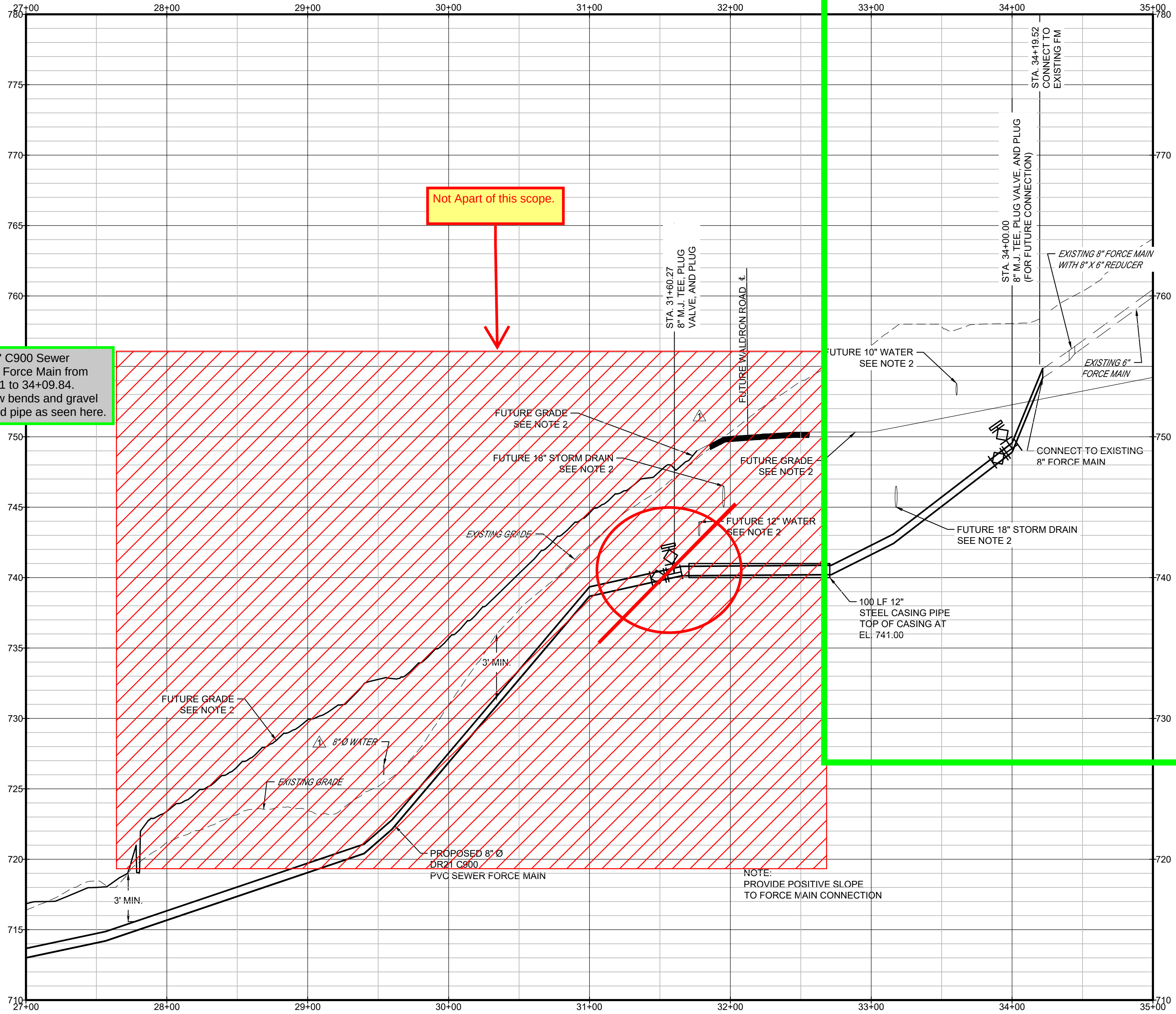
ID	Task Name	Duration	Start	Finish	Predecessors	Task Calendar	% Complete
1	Barlow Inc. WRS AZ - LaVergne	467 days	Mon 5/5/25	Fri 8/14/26		Calendar Days	92%
2	Milestones & Precon	365 days	Mon 5/5/25	Mon 5/4/26		Calendar Days	99%
3	Notice of Award - Contract Received	0 days	Mon 5/5/25	Mon 5/5/25		None	100%
4	Execute Contract	30 days	Mon 5/5/25	Tue 6/3/25	3	Calendar Days	100%
5	Subcontracts to Subcontractors	10 days	Mon 5/5/25	Fri 5/16/25	4	58	100%
6	Submittals	23 days	Mon 5/5/25	Wed 6/4/25	5	58	95%
7	Preconstruction Mtg Internal	1 day	Mon 5/5/25	Mon 5/5/25	6	58	100%
8	Preconstruction Site Meeting (Owner)	1 day	Mon 5/5/25	Mon 5/5/25	7	58	100%
9	NTP	3 days	Mon 5/5/25	Wed 5/7/25	7	58	100%
10	Subcontractor Order Emergency Generator	300 days	Tue 5/6/25	Sun 3/1/26	8	Calendar Days	100%
11	Procure Materials	30 days	Thu 5/8/25	Fri 6/6/25	9	Calendar Days	100%
12	Site Layout - GPS Models Built	8 days	Mon 5/5/25	Mon 5/12/25	9SS	Calendar Days	100%
13	WRS AZ - Lavegne Sanitary and Pump Station	463 days	Fri 5/9/25	Fri 8/14/26		Calendar Days	79%
14	Start Construction	1 day	Fri 5/9/25	Fri 5/9/25	9	58 W+H	100%
15	Mobe for Construction	2 days	Fri 5/9/25	Mon 5/12/25	9	58 W+H	100%
16	Clearing For Site Layout	3 days	Fri 5/9/25	Wed 5/14/25	9	58 W+H	100%
17	Clearing for Erosion Control	3 days	Fri 5/9/25	Wed 5/14/25	9	58 W+H	100%
18	Site Layout	3 days	Wed 5/14/25	Fri 5/16/25	12	58 W+H	100%
19	Install Erosion Control	5 days	Wed 5/14/25	Wed 5/21/25	12	58 W+H	100%
20	Clear and Grub Site	5 days	Thu 5/22/25	Thu 5/29/25	19	58 W+H	100%
21	Strip & Stockpile Topsoil	5 days	Fri 5/30/25	Fri 6/6/25	20	58 W+H	100%
22	Blasting	24 days	Thu 5/22/25	Tue 7/1/25	19	58 W+H	100%
23	Pump Station Excavation and Rough grade	10 days	Thu 7/3/25	Mon 7/21/25	22	58 W+H	100%
24	Priority 1 (Per the Contract) Sanitary Sewer Line A (A9 to A16A) 2,091LF Total (152lf 8" SDR26, 1754lf 10" SDR26, All 139lf SDR26 12") Total Production 83lf per day	25 days	Fri 5/30/25	Mon 7/14/25	22SS+5 days	58 W+H	100%
25	Priority 2 (Per the Contract) Sanitary Sewer Line C (C2 to C4) 356LF of 8" SDR26 Total Production 72lf per day	5 days	Fri 5/30/25	Mon 6/16/25	22SS+5 days	58 W+H	100%
26	Sanitary Sewer Remainder of PVC Gravity lines 5,814lf SDR 26 annd DI Gravity Toatal production is 90lf per day	65 days	Tue 7/15/25	Thu 10/30/25	24	58 W+H	100%
27	Sanitary Sewer Force Main (3,420 LF (2nd Crew) Toatl Production is 114lf per day	30 days	Tue 6/17/25	Fri 8/8/25		58 W+H	100%
28	Site Water	0 days	Fri 8/8/25	Fri 8/8/25	27	58 W+H	0%
29	Updated schedule to complete (According to CO#3)	8 days	Fri 7/10/26	Thu 7/23/26		None	0%
30	Submit CO #3 for approval	8 days	Fri 7/10/26	Fri 7/17/26		Calendar Days	0%
31	Subcontractor - Install Pump Station, start up, testing, punchlist complete	13 days	Fri 7/10/26	Fri 7/31/26	30SS	58 W+H	0%
32	Make Force Main Connection according to CO#3	3 days	Fri 7/10/26	Tue 7/14/26	30SS	58 W+H	0%
33	Remove and Replace Force Main According to CO#3	8 days	Mon 8/3/26	Fri 8/14/26	31	58 W+H	0%
34	Fine Grade Pump Station and Install Gravel	5 days	Mon 8/3/26	Mon 8/10/26	31	58 W+H	0%
35	Subcontractor - Install Pump Station Fencing	4 days	Mon 8/3/26	Fri 8/7/26	31	58 W+H	0%
36	Final EPSC at Pump Station	4 days	Mon 8/10/26	Fri 8/14/26	35	58 W+H	0%
37	Demobe	3 days	Tue 8/11/26	Fri 8/14/26	36FF	58 W+H	0%



SEWER FORCE MAIN PLAN

- NOTES:
- PROPOSED GRADEWORK TO BE PERFORMED BY SITE DEVELOPER CONTRACTOR. COORDINATE DURING CONSTRUCTION.
 - WORK IN AREA SHOWN AS FUTURE WALDRON ROAD AND FUTURE LAKE ROAD WILL REQUIRE A PRECONSTRUCTION COORDINATION MEETING TO FIELD VERIFY FUTURE UTILITY LOCATIONS AND FUTURE GRADES.

Install new 8" C900 Sewer (Green Pipe) Force Main from Sta. 32+77.11 to 34+09.84. Include 3 new bends and gravel to set and bed pipe as seen here.



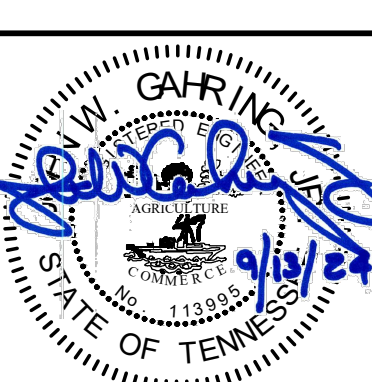
SEWER FORCE MAIN PROFILE

SCALE: 1" = 50' HORIZ.
1" = 5' VERT.

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NO.	REVISIONS	DATE	BY	APPD
1	REVISED DWG AND UPDATED BOXES	12/25	SMC	JWG
2				
3				
4				
5				
6				
7				
8				
9				
10				

DESIGN	JHM	DRAWN	SMC	CHECKED	JWG	APPROVED	JWG
LA VERGNE, TENNESSEE WALDRON ROAD SEWER ASSESSMENT ZONE							
SEWER FORCE MAIN PLAN AND PROFILE STA. 27+00 TO STA. 34+19.52							



JOB NO.	N21003
ISSUE DATE	07/01/2026
DRAWING NO.	C-013



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.J.	Approve Professional Services Agreement and Scope of Work with NaviRetail, Inc. for Economic Development Services.		
Department:	Economic Development	Presented By:	Thomas Broeker
Item Attachments:	1. NaviRetail SOW, PSA, and Invoice		

Purpose:

This is an agreement and scope of work to continue receiving economic development services from NaviRetail, Inc.

Background:

This is a renewal of the agreement with NaviRetail to provide various economic development services to the City. These services include providing market analysis and retail recruiting services.

Financial Summary:

The cost for FY 2026-2027 is \$36,000, which is a budgeted item in the Economic Development Department.

Staff Recommendation:

Staff recommends approval.

PROPOSED

SCOPE OF WORK

Continued Market Analysis and Retail Recruitment Services

La Vergne, Tennessee

July 2026

Fort Worth Office

201 Main Street
Suite 600
Fort Worth, Texas 76102

Memphis Office

5100 Poplar Avenue
Suite 2700
Memphis, Tennessee 38137



Casey Kidd, CEO
NaviRetail Inc.
201 Main Street
Suite 600
Fort Worth, Texas 76102

July 1, 2026

Mayor Jason Cole
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

Re: Continued Market Analysis and Retail Recruitment Services

Mayor:

I want to take this opportunity to thank you for allowing us to continue serving La Vergne's market research and recruitment needs. We look forward to continuing our work as well as making sure that the city is well-positioned in the retail marketplace.

As we've discussed in the past, we do things very differently, and I truly believe this approach is exactly what the city needs in order to accomplish its many development goals.

As a company, we take great pride in ensuring that every detail of a project is not only recognized, but also, addressed in a very intentional manner. Our approach to every project prioritizes the following:

1. Quality over quantity
2. Cutting-edge creativity
3. Commitment and perseverance

We believe that every project should begin with a well-defined plan; however, I can't emphasize enough the need for economic responsibility and sustainability when crafting this plan. We are full-fledged supporters of new business development while also maintaining economic sustainability amongst current businesses in La Vergne.

With your help, I believe that we can not only accomplish the goals of the city, but exceed them in every way. I am confident we will have success, and I can't wait to see La Vergne thrive like we all know it should.

Please review the following Scope of Work; and if you should have any questions, feel free to contact me directly via phone at (901) 654-0785 or e-mail at casey@naviretail.com.

Sincerely,

Casey Kidd, CEO

EXECUTIVE
SUMMARY



EXECUTIVE SUMMARY

You might be asking yourself: *Why is _____ not here? or How come we don't have a _____?*

The answers to these questions vary from scenario to scenario, but one thing remains true for all: If they could be there, they would be. Our goal is to find out what is keeping them from being there and mitigate any issues that might stand in the way of them locating.

Continued Market Analysis & Retail Recruitment Services

Phase 1: Critical Path Method (CPM)

We will meet with the economic development staff to organize efforts and determine the CPM for future development in La Vergne. This step ensures our process remains both efficient and pragmatic.

Phase 2: Updated Data Gathering & Collection

We will start by gathering all the necessary data and facts about the area. This data focuses primarily on those who frequently shop and eat in the area, not just those who live within the La Vergne city limits.

Phase 3: Updated Market Analysis & Mobility Assessment

We will use market insights to study the patterns and trends concerning La Vergne's consumers. With this information, we can better affect recruitment. This helps us to "zero-in" on prospective business targets.

Phase 4: Updated Reports & Market Findings

We will create comprehensive reports to better convey what this information means. What good is all of this useful information if presented in a way that is hard to digest or understand? Simple is better and that's exactly our approach.

Phase 5: Follow-up Community Forum & Recruitment Workshop

We will host two separate seminars in La Vergne where local stakeholders, developers, and businesses all have a chance to network as well as receive relevant market data. Community buy-in is imperative.

Phase 6: Updated Retailer Matching & Targeting Strategies

We will match the city's data to businesses that are a fit for La Vergne. Effective targeting is crucial to the success of our recruitment efforts. This is why possessing in-depth data about the city's consumers proves to be so important.

Phase 7: Updated Site Matching & Inventory Assessment

We will match targeted businesses with sites that would best suit them. Matching retailers with sites that fit their consumer's psychographic profile and spending trend is paramount when courting a business prospect.

Phase 8: Hotel Monitoring & Feasibility Study (Optional +\$12,000)

We will prepare a hotel feasibility study for a proposed hotel property in La Vergne so that NaviRetail has adequate and necessary marketing collateral while attracting prospective hotel developers to the city.

Phase 9: Updated Action Items & Recommendations

We will identify and address any issues that might be hindering the city's development goals. We will submit relevant recommendations that serve to mitigate obstacles that would slow down the development process.

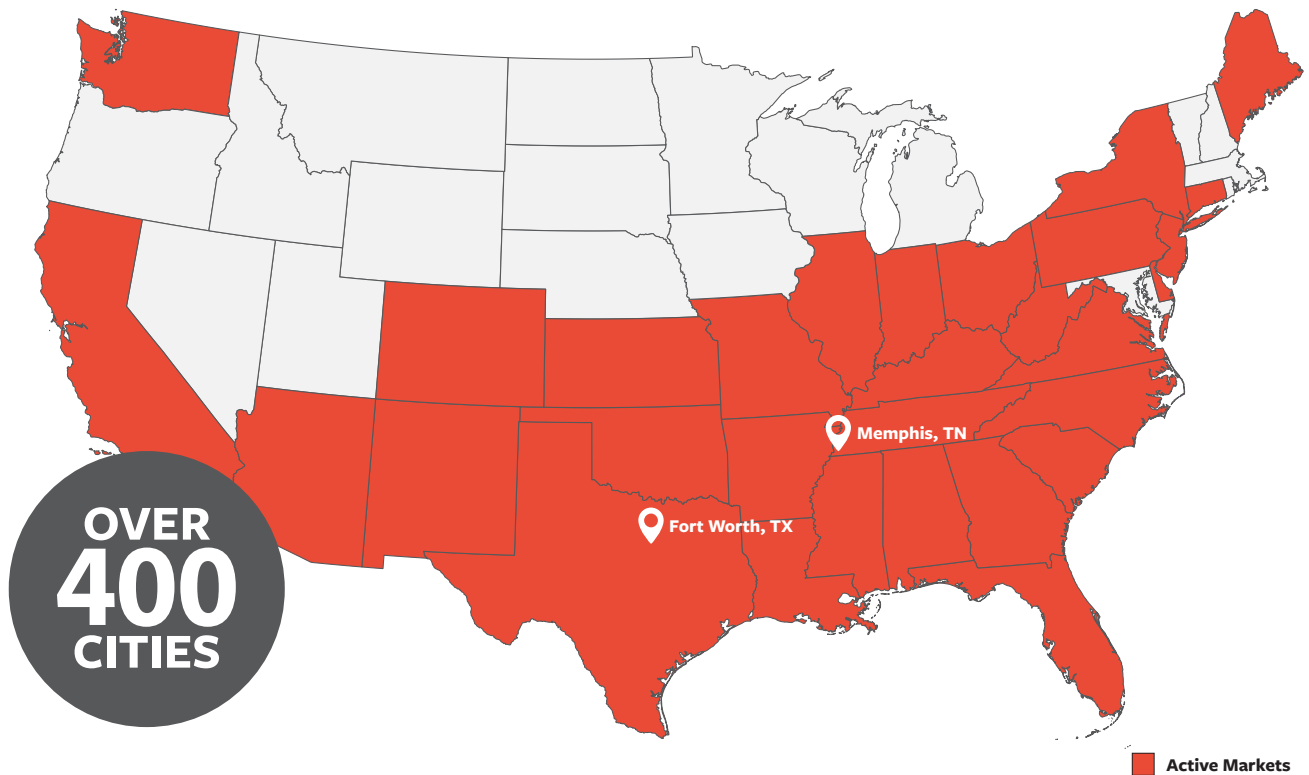
Phase 10: Continued Business Recruitment & Retention

We will begin contacting targeted retailers and developers on the city's behalf. This is where our vast network of industry connections with both retailers and developers is such a value to La Vergne. Having a "foot in the door" speeds up this process tremendously.

COMPANY BACKGROUND &
EXPERIENCE



OUR **COMPANY**



ABOUT US

Founded in 2016, NaviRetail quickly became the industry leader in economic development consulting and new business recruitment. The tenure of several employees at other companies provided a new perspective on the retail recruitment industry and has allowed NaviRetail to differentiate itself from competitors.

NaviRetail team members have worked in as many as 30 different states and over 400 communities all across the U.S. With over 50 years in combined experience, we are shedding new light on the retail recruitment industry. This perspective is mandatory to recruit the retailers your constituents want to see.



Clark Tower - Memphis, Tennessee Office



Wells Fargo Tower - Fort Worth, Texas Office

We want to show you the retail potential La Vergne has and also allow you the opportunity to work together with us during the process. This is the part of our job that we love the most. Developing relationships and working directly with communities are the key elements to success.

We are dedicated to becoming a full-fledged community partner, as this is the exact sort of environment which yields success. We will bridge the gap between both the public and private sectors.

About the CEO



Casey Kidd

Chief Executive Officer

A native of North Mississippi, Casey Kidd has worked as an economic development consultant across the U.S. for more than a decade. His passion for unconventional data analysis, combined with his knack for working deals for cities from start to finish, make him a well-suited match for the ever-changing retail market. Kidd has worked with government officials and stakeholders in over 400 communities and 30 states — and can likely tell you the exact address of city hall, the nearest Walmart, and the best local brewery in each of them.

Aside from his expertise in data analysis and placemaking, Kidd is largely guided by his personal relationships with national retailers. These connections give him an insider's perspective into specifics retailers look for when considering a new site, as well as how cities can position themselves more competitively in today's market.

Early in his career, Kidd developed the first technology for interpreting cell phone data to track consumer movement and spending; and he continues to be committed to giving back to the industry with the development of cutting edge technology.

Before his love for data and dealmaking sent him on the road, Casey traveled as a professional musician and composer. His work is still brought to life by groups across the world, while he spends most of his days now on an airplane (possibly one he's piloting), on the phone, or at a desk making deals happen for small town America.

Board of Directors



Casey Kidd

**President &
Chief Executive Officer**



Walker Wright

**Vice President &
Director of Sales**



Dan Umberger

**Treasurer &
Director of Operations**



Jeff Leathers

**Secretary &
General Counsel**

PROPOSED

SCOPE OF WORK



SCOPE OF **WORK**

Phase 1

Critical Path Method (CPM)

Thank you for taking the initiative to be proactive rather than reactive. By hiring us, you're proving that the future development in La Vergne is a priority that cannot be ignored. Our critical path method (CPM) includes several discussion topics listed below. We look forward to kicking off this project with the city and discussing our approach.

Our plan, while not necessarily a step-by-step guide, will aid in the decisions the city will be making in determining the future for La Vergne. We will place much emphasis on ensuring economic democracy amongst current businesses so as not to change the self-managed enterprises that already exist in the local market.

We will thoroughly research and analyze various aspects about the community, even outside of the local economy, so that we offer the most complete perspective available by an outside firm. The topics presented will be done so in a diplomatic fashion, but with the utmost importance placed on truth, accuracy, and pragmatism.

Topics To Be Covered:

This list is simply a minimum list of topics to be included and is expected to grow as this process continues and our data is gathered.

- Business Feasibility and Consumer Targeting
- Overall Aesthetics of the La Vergne Market
- Government Organization and Economic Solidarity
- Inclusion and Availability of Small Business Resources
- Available Properties Highest and Best Uses
- Future Housing Development
- Infrastructure Improvements and Expansion
- Retail Education and Current Business Development
- Tourism Planning and Staffing Considerations
- Young Talent Retention Strategies
- Workforce Development and Education

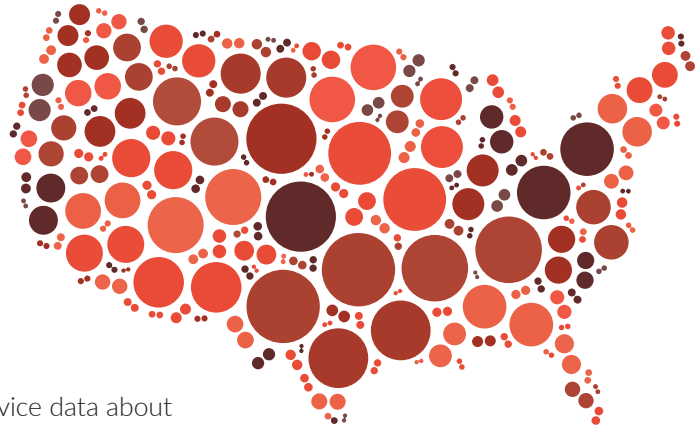


SCOPE OF **WORK**

Phase 2

Updated Data Gathering & Collection

- 1 Identify Existing Businesses**
NaviRetail will continue to identify existing businesses in the market to survey the base of all the consumers present in the market.
- 2 Ping Mobile Device Data**
NaviRetail will continue to collect mobile device data about these consumers to better understand their trends and patterns.
- 3 Collect Demographics, Psychographics, and Leakage/Surplus Data**
NaviRetail will continue to collect and update all relevant demographic, psychographic, and sales leakage/surplus data to be paired with relevant mobile device data.

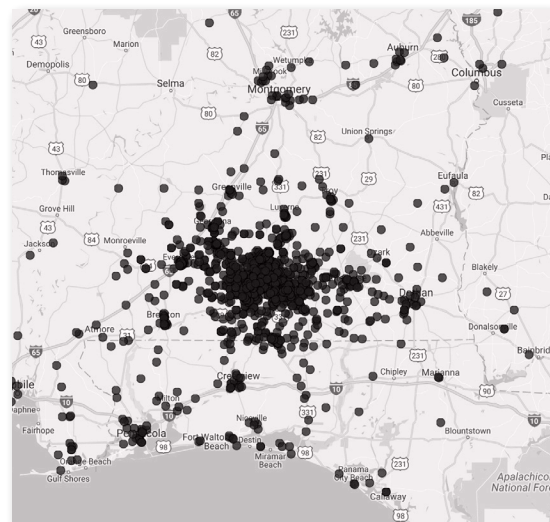
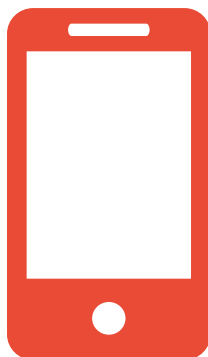


How do you do that?

Through strategic partnerships, NaviRetail has the ability to track the GPS in location-enabled devices all across the United States. This data shows us where consumers live, work, and even where they were leading up to the surveyed retail location.

Why is this important?

Possessing accurate data is paramount. Retailers rely heavily on specific data regarding their consumers, and thankfully – NaviRetail is able to provide them with just that. Being able to show them what's happening in a given market is the first step to effective retail recruitment.





SCOPE OF **WORK**

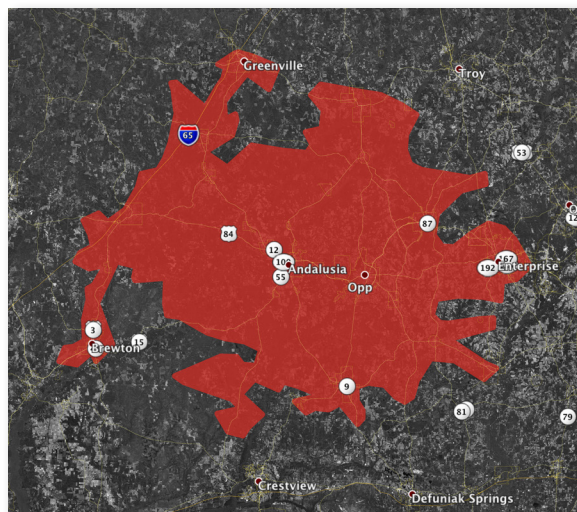
Phase 3

Updated Market Analysis & Mobility Assessment

- 1 Determine Retail Trade Area(s)**
NaviRetail will evaluate the Retail Trade Areas for your market by filtering through the mobile device data collected, leaving only the most frequent consumers.
- 2 Pair Data Sets**
NaviRetail will pair geographic data with other data sources that may include consumer spending surveys, credit card transactions, and lifestyle attributes.
- 3 Analyze Collected Data**
NaviRetail will thoroughly analyze the demographics, psychographics, and leakage/surplus data to determine who your consumers are and what they're buying elsewhere.
- 4 Compare Peer Communities**
NaviRetail will identify peer communities with similar demographics that already possess the desired retail offerings the city seeks, helping to better understand how and why they located where they did.
- 5 Identify Competing Communities**
NaviRetail will identify competing communities that might be causing consumers to leave the city to purchase a particular good or service, ultimately causing retail sales to leak outside the city.

Why is this important?

Knowing the consumers in a given market is essential for targeting suitable retailers. We spend quite a bit of time gathering and analyzing information to accomplish this. In the end, the retailers feel most confident in their decision when they can depend on the information we've provided, even after a store is built.





SCOPE OF WORK

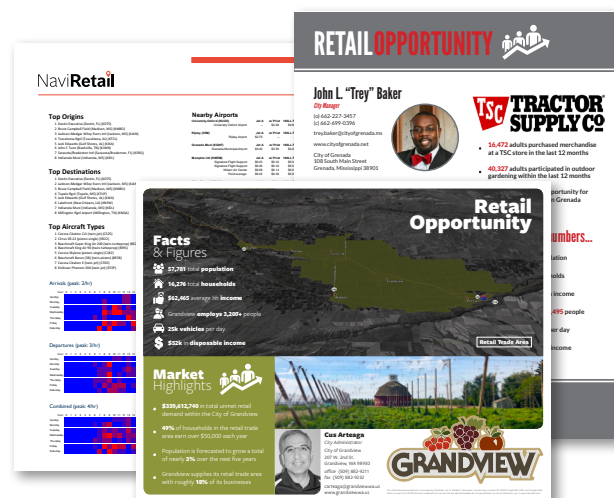
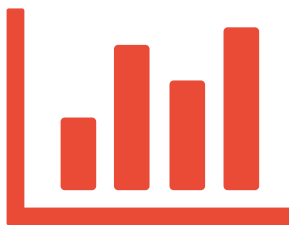
Phase 4

Updated Reports & Market Findings

- Create Retail Marketing Flyer**
NaviRetail will update marketing pieces for the city that contains pertinent information retailers and developers might want to see in first conversations.
- Create Demographic, Psychographic, and Leakage/Surplus Reports**
NaviRetail will update all the collected demographic, psychographic, and leakage/surplus data into comprehensive reports, allowing the city to understand their standing in the local market.
- Create Peer Analysis Report**
NaviRetail will update our report detailing the identified peer communities that are similar, as well as information about how they might have obtained their current selection of retailers.
- Create Competing Communities Report**
NaviRetail will update our report that lists the current competing communities of the city, threats that they might impose, as well as potential opportunities that exist because of their current situation.
- Create Radial & Drive-time Reports**
NaviRetail will update several different radial and drive-time reports, allowing for fast access of general demographic information if needed by the city or members of NaviRetail while at trade shows.

Why is this important?

Not only do we provide you valuable data about your consumers, but we also compile it into a format retailers want to see. Branding is an extremely powerful tool when reaching out to retailers; therefore, we ensure that all of your reports are not only helpful, but also eye-catching and consistent. This is very influential when retailers are reviewing the facts about your consumers and Retail Trade Area.





SCOPE OF **WORK**

Phase 5

Follow-up Community Forum & Recruitment Workshop

1 *Host* Seminars for Local Businesses & Stakeholders

NaviRetail will host two additional (2) seminars in La Vergne:

The first seminar will invite local businesses and other major stakeholders to help identify ways in which to enrich the current retail landscape in La Vergne.

The second seminar will invite the City Council and the Planning / Zoning Commission to come and learn about what retail recruitment entails and ultimately means for the city as we work through this process together.

2 *Connect* Locals with Opportunities for Development or Franchising

NaviRetail will educate stakeholders about development and franchising opportunities, gather contact information, and follow-up with interested parties about how to get involved.

3 *Identify* Potential Development & Redevelopment Opportunities

NaviRetail will identify and pursue potential development and redevelopment opportunities involving those locally that might be interested in helping with future development or redevelopment in the area.

Why is this important?

Connecting with local stakeholders is essential for getting the entire city on the same page. We prefer to do this prior to starting recruitment rather than after the fact. This way, if there are any potential issues, we can mitigate those on the front end - not after we have an interested party.





SCOPE OF **WORK**

Phase 6

Updated Retailer Matching & Targeting Strategies

- 1 Analyze Retail Wish List**
NaviRetail will continue to collect and analyze a "retail wish list" from the city. This is a list of retailers that constituents have expressed they would like to see added to La Vergne's retail base.
- 2 Identify Expanding Retailers**
NaviRetail will identify and track retailers that are currently expanding, as well as keeping a mindful watch on retailers who are currently not expanding, but might potentially be in the near future.
- 3 Create Retailer Target List**
NaviRetail will update a list of retailer targets that fit La Vergne's demographics and needs. This list will be a combination of matches from the retail wish list, as well as other targets added by NaviRetail.

Why is this important?

Knowing who to target at trade shows and events is sometimes half the battle of recruiting retail. The retail recruitment industry is changing at a very fast pace. Going blindly after retailers can not only be ineffective, but possibly even detrimental.

NaviRetail focuses on tracking movement in the retail industry so that we always know who, when, and how to target the retailers we've matched to La Vergne.





SCOPE OF **WORK**

Phase 7

Updated Site Matching & Inventory Assessment

- 1** **Catalog Available Properties**
NaviRetail will continue to research and catalog the current available properties for retail in La Vergne. This property database information is essential for next steps when we identify an interested party.
- 2** **Match Sites to Retailer Targets**
NaviRetail will use the compiled property database in conjunction with our retailer match list to determine which available properties would be best for the targeted retailers.
- 3** **Determine Any Potential Issues**
NaviRetail will identify potential issues or obstacles that may exist concerning a retailer locating on a given property. We will also work to mitigate these issues before the initial contact with the retailer.

Why is this important?

The retailers always take the path of least resistance and the more information we can provide them initially, the better the chance is that they'll take it back to the office and do their own research.

By collecting and organizing some of this information for the retailers, we streamline the recruitment process. This allows us to see results faster rather than waiting for our initial contact with the retailers to collect and sort this data.





SCOPE OF **WORK**

Phase 8 (Optional)

Hotel Monitoring & Feasibility Study

- 1 Collect Hotel Market Data**
NaviRetail will gather relevant market data from existing properties in the La Vergne hotel market area. This data will help serve La Vergne for both future developments and the retention of existing hotel properties.
- 2 Analyze Hotel Market Conditions**
NaviRetail will evaluate the hotel market in La Vergne to measure the market rebound from the COVID-19 pandemic. This includes a review of data from previous years, including the pandemic, and comparison to current market conditions.
- 3 Prepare Hotel Feasibility Study**
NaviRetail will prepare a Hotel Feasibility Study for the purposes of building a proposed property in La Vergne and the feasibility of this project thereof. This will detail the construction costs, land costs, and include market data to show whether this project would be feasible or not, and to what extent.

Why is this important?

We believe that adequate hotel lodging space is a very necessary piece of a town's overall tourism strategy. This ensures that the tourist or business traveler is able to make all purchases locally when suitable hotel properties are available near their final destination.





SCOPE OF **WORK**

Phase 9

Updated Action Items & Recommendations

- 1** **Send Progress Reports**
NaviRetail will send frequent progress reports to our point of contact throughout this project.
- 2** **Follow up with Stakeholders and Seminar Attendees**
NaviRetail will be available for contact by seminar attendees throughout this project.
- 3** **Identify Action Items and Recommendations**
NaviRetail will identify potential obstacles that stand in the way of development in La Vergne and recommend ways in which the city can work to mitigate these issues.

Why is this important?

It's difficult to fix a problem that you never knew was a problem. That's where our help proves to be invaluable to La Vergne.

We believe wholeheartedly that if development could happen without further city intervention, it would. When it hasn't already, we see it as our duty to identify and inform our clients how to be proactive in mitigating any issue that might hinder development.





SCOPE OF **WORK**

Phase 10

Continued Business Recruitment & Retention

- 1** **Attend Retail Trade Shows**
NaviRetail will attend the following trade shows on behalf of La Vergne (if deemed safe to do so):

- **Retail Live! Carolinas**
- **ICSC @ Monterey**
- **ICSC @ Carolinas**
- **ICSC @ Red River States**
- **Retail Live! Southeast**
- **ICSC @ Las Vegas**
- **ICSC @ New England**
- **ICSC @ Florida**
- **Retail Live! Southcentral**
- **ICSC @ PA/NJ/DE**
- **ICSC @ Western**
- **ICSC @ Central**
- **ICSC @ Southeast**
- **Retail Live! Southwest**
- **ICSC @ New York**



- 2** **Contact Retailers**
NaviRetail will contact the retailers listed on the Retailer Match List, at minimum, quarterly.

- 3** **Contact Developers**
NaviRetail will contact the developers listed on the Developer Match List, at minimum, quarterly.

Why is this important?

We believe that retail trade show marketing should be the core of any retail recruitment strategy. That is why we attend trade shows on behalf of our clients all across the United States.

Not only do we leverage our many years of industry connections on behalf of La Vergne, but we also employ checks and balances to make sure existing businesses continue to thrive while recruiting new ones.



SCOPE OF **WORK**

DevelopLaVergne.com

Website Maintenance & Updates

The DevelopLaVergne.com website is now live and will continued to updated by NaviRetail for the term of this agreement as provided below:

Ongoing: Content Updating

We will continue to update the website with new information as it is made available by the City for twelve (12) months from Effective Date.

Ongoing: Wordpress Hosting

We will continue to host the website and domain for twelve (12) months from Effective Date.

Ongoing: Domain Hosting

We will continue to host the website and domain for twelve (12) months from Effective Date.





TIMELINE & PRICING

Agreement is Signed

Both parties have fully executed the agreement.

First Payment

Once the agreement is signed, La Vergne shall remit **\$36,000*** to NaviRetail.

Phase 1: Critical Path Method (CPM)

This will be started immediately.

Phase 2: Updated Data Gathering & Collection

This will be started immediately.

Phase 3: Updated Market Analysis & Mobility Assessment

This will be completed 3-4 weeks after Project Kickoff.

Phase 4: Updated Reports & Market Findings

This will be completed 4-5 weeks after Project Kickoff.

Phase 5: Follow-up Community Forum & Recruitment Workshop

This will be completed 1-2 months after Project Kickoff, schedules permitting.

Phase 6: Updated Retailer Matching & Targeting Strategies

This will be completed within 3 months of Project Kickoff.

Phase 7: Updated Site Matching & Inventory Assessment

This will be completed within 4 months of Project Kickoff.

Phase 8: Hotel Monitoring & Feasibility Study (Optional +\$12,000)

This will be completed within 5 months of Project Kickoff.

Phase 9: Updated Action Items & Recommendations

This will be completed within 6 months of Project Kickoff.

Phase 10: Continued Business Recruitment & Retention

We will begin retailer/developer contacting once the retailer match list has been approved by La Vergne.

**Pricing is valid for thirty (30) days.*



PROJECT **DELIVERABLES**

- **Updated Community Demographic Profile**
- **Updated Primary & Secondary Retail Trade Areas Demographic Profiles**
- **Updated Primary & Secondary Retail Trade Areas Psychographic Profiles**
- **Updated Total Retail Trade Area Gap Analysis**
- **Updated Retail Marketing Flyer**
- **Updated Peer Communities Analysis**
- **Updated Competing Communities Analysis**
- **Updated Radial Demographic Profiles**
- **Updated Drive-time Demographic Profiles**
- **Follow-up Community Forum**
- **Follow-up Recruitment Workshop**
- **Updated Retailer Match List**
- **Updated Developer Match List**
- **Updated Available Property Database**
- **Hotel Feasibility Study (If Selected)**
- **Updated Action Items & Recommendations**
- **Continued Trade Show Attendance**
- **Continued Retailer Contacting**
- **Continued Developer Contacting**

PROFESSIONAL SERVICES

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This contract ("Agreement") is entered into as of the date this Agreement is signed by both parties ("Effective Date"), between the City of La Vergne ("the Client"), and NaviRetail Inc., a Mississippi Corporation ("the Contractor") (each a "Party" and collectively "Parties"), acting through their authorized representatives.

WHEREAS, the Client wishes to engage the services of the Contractor to assist the Client in their retail recruitment efforts ("the Project"). The Contractor wishes to provide services for **Continued Market Analysis and Retail Recruitment Services**, as described in this Scope of Work ("the Proposal").

THEREFORE, in exchange for the mutual obligations in this Agreement, and other consideration, the Parties agree as follows:

1. Term of Agreement

- 1.1 This Agreement commences on July 1, 2026 and continues until June 30, 2027.
- 1.2 The Parties may extend the term of this Agreement by mutual agreement in a writing signed by both Parties which specifically states it is extending the term of this Agreement.

2. Services by the Contractor

- 2.1 The Contractor shall perform the services in connection with the Project as set forth in the Proposal on the schedule set forth in the Proposal.
- 2.2 The Parties acknowledge and agree that any and all opinions provided by the Contractor in connection with the Proposal represent the professional judgment of the Contractor in accordance with the professional standard of care applicable by law to the services performed hereunder.
- 2.3 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the Client require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.
- 2.4 The Contractor shall furnish the facilities, equipment and personnel necessary to perform its obligations under this Agreement.
- 2.5 Except for the obligations and restrictions expressly contained in this Agreement, nothing contained herein shall prohibit Contractor from rendering services to any other municipal entities during the term of this agreement except for the radial area extending twenty-five (25) miles from 5093 Murfreesboro Road, La Vergne, Tennessee 37086.

3. Compensation to the Contractor

3.1 The Client shall remit one payment to the Contractor for **\$36,000.00** in accordance with the amounts listed in the Proposal. Payments are to be made within fifteen (15) days of the Effective Date.

3.2 The Contractor shall be entitled to no additional compensation under this Agreement unless the Parties agree to additional compensation in a writing signed by both Parties which specifically states it is altering the compensation due under this Agreement.

4. Termination

4.1. Either Party may terminate this Agreement immediately upon the material breach of the other Party.

5. General Obligations and Agreements

5.1 Amendments. Modifications or amendments to this Agreement are only effective if done in a writing signed by all Parties, which specifically states it is modifying or amending this Agreement.

5.2 Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Tennessee. The venue for any action pursuant hereto shall be in the appropriate state or federal court in Rutherford County, Tennessee.

5.3 Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

5.4 Entirety of Agreement. This Agreement and its attachments, if any, represent the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5.5 Ethics. The Contractor shall keep informed of and comply with all ethical standards governing the Contractor's profession.

5.6 Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

5.7 Indemnification. The Contractor shall indemnify, defend and hold harmless the Client and its agents, employees, successors and assigns from all claims, lawsuits, and liabilities arising out of the Contractor's performance (or failure to perform) under this Agreement.

5.8 Independent Contractor. The Contractor is an independent contractor, and not an employee of the Client, under this Agreement. The Contractor is not authorized to incur any obligation on behalf of the Client.

5.9 Ownership of Work Product. All work product, including but not limited to all documents, reports, records, materials and data resulting from performance of this Agreement and produced for the Client's exclusive use shall become the property of the Client upon completion of this Agreement. The Client agrees that it shall not alter, transform, or make derivative works of the product for the distribution or sale to any third-party. Any materials bearing the name or that of any specific retailer, developer, or other entity and/or not otherwise designated as being produced for the exclusive use of the Client shall not be considered as being produced for the exclusive use of the Client and shall remain the property of the Contractor.

5.10 Third-Party Beneficiary Rights. The Parties do not intend to create in any other person the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights and obligations in this Agreement operate only between the Parties and inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties have any right to enforce this Agreement, to any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

5.11 Time is of the Essence. Time is of the essence in all provisions of this Agreement.

5.12 Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

5.13 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been agreed to and duly executed by the authorized representatives of the parties hereto as of the Effective Date.

NaviRetail Inc.

Per: _____ Date: _____

Casey Kidd, CEO

– AND –

City of La Vergne

Per: _____ Date: _____

Mayor Jason Cole

NaviRetail Inc.
201 Main St Ste 600
Fort Worth, TX 76102-3110
+19016540790
www.naviretail.com



BILL TO

Thomas Broeker
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee
37086

INVOICE # 1240
DATE 07/01/2026
DUE DATE 07/31/2026
TERMS Net 30

DATE	ACCOUNT SUMMARY	AMOUNT
07/01/2025	Balance Forward	36,000.00
	Other payments and credits after 07/01/2025 through 06/30/2026	-36,000.00
07/01/2026	Other invoices from this date	0.00
	New charges (details below)	36,000.00
	Total Amount Due	36,000.00

DATE	DESCRIPTION	AMOUNT
07/01/2026	Consulting Services Continuation of Market Analysis and Retail Recruitment Services - 12 Months	34,000.00
07/01/2026	Consulting Services Website Maintenance	2,000.00

TOTAL OF NEW CHARGES	36,000.00
BALANCE DUE	\$36,000.00



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.K.	Approve Agreement with Placer Labs, Inc. for Economic Development Services.		
Department:	Economic Development	Presented By:	Thomas Broeker
Item Attachments:	1. Placer Order Form and scope of work		

Purpose:

This is an item to approve an agreement with Placer Labs, Inc to provide services to the Economic Development Department.

Background:

Placer Labs, Inc. has provided Economic Development Services to the City since 2022. This agreement will allow the City to continue accessing analytics, void analysis tools, and advanced market reports that Placer provides through their platform.

Financial Summary:

The cost for these services is an annual fee of \$22,750. This is a budgeted item in the Economic Development department.

Staff Recommendation:

Staff recommends approval.



**PLACER LABS INC.
ORDER FORM**

City of La Vergne, TN	("Customer")	Placer Labs Inc.	("Placer")
Address:	5093 Murfreesboro Rd. La Vergne, Tennessee 37086	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Chase Webster
Contact Person:	Jason Cole	Billing Contact Person:	Jason Tsui
Email:	jcole@laveragnetn.gov	Billing Email*:	billing@placer.ai
Phone:	615-793-6295	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	jcole@laveragnetn.gov	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the "Services") include:

Services Description	Services Description Detail
Platform Access	Section 2
Esri Basemaps	Section 2
Chains Report Expanded	Section 2
Void Analysis	Section 2

Subscription Fees Total	\$22,750
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All Fees in this Order Form are shown in US Dollar (USD)

The sum of the components may not be equal to the total shown due to rounding; the stated total represents the accurate dollar amount.

2. Services Description.

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3. Placer Platform includes a Default Credit Allocation of 2,000 Credits annually for use with credit-enabled features on the Placer Platform. The Default Credit Allocation is subject to the Placer Credits Additional Terms in Section 8. Additional Credits may be purchased separately.

Void Analysis

Access to the Void Analysis tool.

Advanced Market Report

Advanced Market Report is an advanced version of the market report in the Placer Platform.

Esri Basemaps

Esri Basemaps is enabled on the Placer Platform . The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- POI Requests: Annual Maximum of 1040

- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the “Term.”

- Initial Term: The initial term of this Order Form will begin as of the date of last signature set forth below (the “**Effective Date**”), and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**”.
- Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least twenty (20) days prior to the expiration of the then-current term.

Termination:

- Material Breach: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- Rights and Licenses: Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- Placer Data: Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the “Post-Termination Information”), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer’s data retention policy.
- Research Data: Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer’s internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer’s data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- Certification: Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

CON-055726

Placer Confidential Information

All rights reserved. This document contains confidential and/or proprietary information belonging to Placer Labs Inc. which may not be reproduced or transmitted in any form or by any means without the express written consent of Placer.

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information

3

CON-055726

Placer Confidential Information

All rights reserved. This document contains confidential and/or proprietary information belonging to Placer Labs Inc. which may not be reproduced or transmitted in any form or by any means without the express written consent of Placer.

regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Tennessee state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless...", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions."

Additional Terms For the Esri Basemaps Enabled Platform. "Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the "**Supplemental T&Cs**"). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement."

"Supplemental T&Cs.

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.'s ("Esri") and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes,

- (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements including Supplement No. 4 to Part 44 of the EAR(<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under the United States export control and trade sanctions laws and regulations.
 4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.
 5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual data supplied by Esri or its licensors in the Placer Platform and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.
 6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations.”

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “Agreement”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

“Placer”

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.L.	Approve Agreement with Sytes, LLC for Tenant Marketplace Expansion Services.		
Department:	Economic Development	Presented By:	Thomas Broeker
Item Attachments:	1. Sytes Landlord Services Agreement		

Purpose:

This is an item to approve a contract with Sytes, LLC to provide access to Syte's platform to assist with tenant marketplace expansion.

Background:

This is an Agreement with Sytes, LLC in which the Economic Development department will have access to the Sytes platform, to assist with giving property owners and developers direct access to active tenants.

Financial Summary:

The cost for this service is an annual fee of \$2,000, which is a budget item in the Economic Development department.

Staff Recommendation:

Staff recommends approval.



Prepared for:
Mayor Jason Cole City Of La Vergne

Created by:
Rafael Weiss Sytes LLC

PROPOSAL FOR CITY OF LA VERGNE



This document outlines the services,
pricing, and deliverables as requested by
Mayor Jason Cole.

WHAT IS SYTES?

Sytes is a tenant expansion marketplace that flips the traditional leasing model.

Instead of landlords posting vacancies and waiting, Sytes surfaces where active tenants actually want to be, giving property owners and developers direct access to real demand.

Browse 33,000+ live seeking site listings from 300+ expanding tenants, send proposals straight to the decision makers, and negotiate deals through a single platform.

For tenants and their reps, Sytes eliminates the noise. Upload your market criteria once, and let qualified landlords and developers come to you with sites that fit.

The result: faster deal flow, less cold outreach and a direct line between the people who have or can build space and the people who need it.

TERMS AND PRICING

Below you will find a detailed outline of the financial terms needed to employ Sytes. The signatures of both Sytes LLC and City Of La Vergne are required before we can move forward and execute the **contract**.

Product	Price	Quantity	Contract term	State	Total
Tennessee 1 User Annual	\$2,000.00 per year	1	1 year	TN	\$2,000.00 per year

Section total	\$2,000.00
Total section value	\$2,000.00
Total	\$2,000.00

PRODUCT / SERVICE SALES CONTRACT

This Order Form (the "Agreement") is entered into by and between **Sytes, LLC**, a Florida limited liability company ("Sytes"), and the undersigned client ("Client"). By signing below, Client agrees to purchase the services outlined below subject to the terms of this Order Form and the Sytes Terms of Service available at www.sytescre.com/terms, which are incorporated herein by reference.

PAYMENT & RENEWAL TERMS

- All payments are due upon receipt of invoice, billed annually.
- Subscription is per user, on an annual basis, with automatic renewal for subsequent terms unless either party provides at least **30 days' written notice** prior to the next renewal date.
- All sales are **final**; no refunds will be provided.
- Client may request additional seats or customizations. Any such changes will be documented via written amendment to this Order Form and may result in adjusted pricing.
- Any additional services or amendments after signing this form may result in adjusted charges.

BILLING & PAYMENT INSTRUCTIONS

Invoices will be sent via email to the Client contact listed above.

Accepted payment methods: ACH, wire transfer, or credit card (processing fees may apply).

NOTES

This Order Form, along with the Sytes Terms of Service, constitutes the entire agreement between the parties with respect to the services described. Any modifications must be in

writing and signed by both parties. Additional services or changes may result in adjusted charges.



AGREEMENT



By signing the document below, Rafael Weiss and Mayor Jason Cole agree to the terms of this business proposal and form a contractual agreement that begins upon the date of signing.

Sytes LLC

City Of La Vergne

Rafael Weiss

06 / 17 / 2026

Rafael Weiss

Mayor Jason Cole



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 7.M.	Approve Agreement with RA Cohan for Economic Development Services.		
Department:	Economic Development	Presented By:	Thomas Broeker
Item Attachments:	1. RA Cohan Scope of Work and Invoice		

Purpose:

This is an item to approve an agreement with RA Cohan for consulting and commercial real estate professional services.

Background:

RA Cohan has provided commercial real estate economic development services to the City for a number of years. This agreement will allow the Economic Development department to continue to utilize their services.

Financial Summary:

The cost for these services is \$20,000. This is a budgeted item in the Economic Development department.

Staff Recommendation:

Staff recommends approval.

RA COHAN - COMMERCIAL REAL ESTATE SERVICES

12 Wildflower Court Manalapan New Jersey 07726

Scope of Work - July 1, 2026

Every city and every economic development team have their own unique strengths and weaknesses. Therefore, the specific services Richard provides to his client may vary from team to team.

Current client experience includes a decade of work for the 34th Street Partnership, in New York City, and five years with The Southwest Louisiana Economic Development Alliance, in Lake Charles, Louisiana. This advisory experience is nicely complimented by over thirty-five years of deal making in New York City. Successfully closing deals has re-enforced that whether a site is in Beverly Hills, California or Bayonne, New Jersey – the negotiating process differs little from market to market. The synergy of advisory and deal making has furnished me with a vast network within the industry. My experience and network will be extremely helpful, and the most important component of this engagement is that it is all about understanding the specific nuances of La Vergne.

Below are some specifics that we envision for La Vergne

- Engage in retail recruitment.
- Evaluate demographic data and 3rd party reports to assist the team in creating a primary target list of brands that are a great fit for La Vergne, including local retailers and restaurants.
- Assist the team in putting a campaign in place to attract target brands.
- Coach team when needed during the implementation of the marketing campaign.
- Assist the team in setting up meetings with retailers, developers and influencers at trade shows and conferences. Richard will support team at ICSC type conferences.
- Focus appropriate efforts to ensure tenant retention.
- Assist the team in coming up with the best programming ideas for La Vergne.
- Coach team in reaching out to target brands to determine their site criteria and fit for La Vergne.
- There will consultations between the La Vergne team and Richard on an as needed basis, as dictated by the La Vergne team. Richard will also have an in-person meeting with La Vergne team annually held in La Vergne.
- Just in time consultations as needed, can be easily arranged.
- Cultivating new ideas to assist the team in attracting quality brands to La Vergne.
- Assist in reviewing any internet or social media content, marketing materials or brochures and advertisements in publications

This is not an exhaustive list. Richard can adapt and pivot depending on La Vergne's needs.

This agreement is between the City of La Vergne and RA Cohan Commercial Real Estate Services for 1 year commencing on July 1, 2026 thru June 30, 2027. Compensation for services rendered will be \$20,000, with payment due by August 1, 2026. The City of La Vergne maintains the right to immediate termination of this agreement upon a material breach.

City of La Vergne

RA Cohan Commercial Real Estate Services

Jason Cole, Mayor

Richard Cohan

Date

Date

City of La Vergne

RA Cohan Commercial Real Estate Services

Jason Cole, Mayor



Richard Cohan

Date

July 1, 2026
Date

RA COHAN - COMMERCIAL REAL ESTATE SERVICES

12 Wildflower Court Manalapan New Jersey 07726

July 1, 2026

Bill for economic development consulting services: City of La Vergne

Services Rendered: Fiscal year 2026-2027 (thru June 30, 2027)

Total fee due to RA COHAN – Commercial Real Estate Services - \$20,000.00

Federal Tax ID: 271785340



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 8.	<u>Resolution #2026-23</u> - A Resolution to Adopt Policies and Procedures Relating to the Consideration of Petitions for the Creation of Real Estate Infrastructure Development Districts.		
Department:	City Attorney	Presented By:	Evan Cope
Item Attachments:	1. Resolution #2026-23		

Purpose:

This will adopt policies and procedures in how the city will consider future petitions for the creation of Infrastructure Development Districts (IDDs).

Background:

The Real Estate Infrastructure Development Act of 2025 (Public Chapter No. 357) provides an alternative method for developers to request that local governments establish Infrastructure Development Districts ("IDDs") to help finance infrastructure costs through special assessments that would be billed and collected with the city's annual property taxes. The City has already approved the Waldron Road IDD, but these policies will help guide how future requests will be handled.

Financial Summary:

The debt that is financed through the IDD is not the responsibility of the City. However, the assessments will be added to the tax bills and the city will have to forward those payments to the third party administrator for the IDD.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-23

A RESOLUTION TO ADOPT POLICIES AND PRECEDURES RELATING TO THE CONSIDERATION OF PETITIONS FOR THE CREATION OF REAL ESTATE INFRASTRUCTURE DEVELOPMENT DISTRICTS.

WHEREAS, the Real Estate Infrastructure Development Act of 2025 (the “Act”) was enacted by the General Assembly of the State of Tennessee as 2025 Public Chapter No. 357 and was codified as Title 7, Chapter 84, Part 8 of the Tennessee Code Annotated; and

WHEREAS, the Act provides for the creation of infrastructure development districts in which special assessments are imposed to pay the cost of capital infrastructure that benefits the applicable district; and

WHEREAS, the City of La Vergne expects to receive petitions to create such districts pursuant to the Act; and

WHEREAS, the Board of Mayor and Aldermen has determined that in exchange for providing developers with access to special assessment financing and for the City’s incurrence of time and expenses related to the creation and administration of special assessment districts, developers must agree to provide additional municipal benefits to the City; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of La Vergne to establish policies and procedures to provide for the orderly consideration of such petitions and to provide guidance to developers and property owners of the factors that the City will consider in evaluating such petitions.

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

The policies and procedures attached as Exhibit A will govern the City of La Vergne’s implementation of Real Estate Infrastructure Development Districts. The Resolution shall take effect from and after its passage, the public welfare requiring it.

Resolved this the 4th day of August, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

Exhibit A

CITY OF LA VERGNE, TENNESSEE POLICIES AND PROCEDURES RELATING TO THE CONSIDERATION OF PETITIONS FOR THE CREATION OF REAL ESTATE INFRASTRUCTURE DEVELOPMENT DISTRICTS

Section 1. Introduction

The Real Estate Infrastructure Development Act of 2025 (the “Act”), which was enacted by the General Assembly of the State of Tennessee as 2025 Public Chapter No. 357 and was codified as Title 7, Chapter 84, Part 8 of the Tennessee Code Annotated, provides for the creation of infrastructure development districts in which special assessments are imposed to pay the cost of capital infrastructure that benefits the applicable district. The City of La Vergne, Tennessee (the “City”) expects to receive petitions to create such districts pursuant to the Act, and the City wishes to establish policies and procedures to provide for the orderly consideration of such petitions and to provide guidance to developers and property owners of the factors that the City will consider in evaluating such petitions.

These policies and procedures (these “Policies”) supplement the requirements of the Act, and to the extent the Act and these Policies are inconsistent, the terms of the Act shall control. Without limitation, if a developer and property owner submit a fully completed petition pursuant to the Act and do not comply with these Policies, the City will still consider such submitted petition as required by the Act. However, a developer’s failure to comply with these Policies may result in a negative recommendation from City staff with respect to the petition, and the Board of Mayor and Aldermen may deny approval of the petition. These Policies are intended to establish a collaborative process with developers for the creation and consideration of petitions under the Act.

These Policies are intended to address the consideration of petitions submitted under the Act to the City and are not intended to cover all aspects of creation of the districts and the imposition and administration of special assessments pursuant to the Act. The City may adopt additional policies and procedures pursuant to Tenn. Code Ann. § 7-84-820 to address the administration of special assessments pursuant to the Act.

The adoption of these Policies does not create or vest any rights in any person or entity, and the City retains the right to approve any petition to create an infrastructure development district in the sole discretion of the City.

Terms used in these Policies that are defined in the Act shall have the meanings given to such terms in the Act.

Section 2. Process for Consideration of Petitions

2.1. Commencement of Petition Process. If a developer desires to request the creation of an infrastructure development district, the developer shall file with the City a Notice of Intent relating to its request to create the district in the form attached to these Policies as Exhibit A together with a draft of the proposed petition and all additional documents and information required by the form of the Notice. Hard copies of such documents shall be delivered to the office of the City Administrator and digital copies should be submitted to the City Recorder at the email address provided on the City's website. The draft petition shall be substantially in the form provided in Exhibit B provided that the form of petition shall in all respects comply with the requirements of the Act. Upon submission of the Notice of Intent and the draft petition, the developer shall meet with certain City staff designated by the City Administrator to discuss the proposed petition. If a developer and City staff cannot agree on the form of a petition within sixty (60) days of the submission of the developer's Notice of Intent, the developer may submit the petition pursuant to the Act, but the applicable City staff recommendation will be that the petition be denied approval. A developer should not submit a Notice of Intent until such time as the developer has (i) submitted an initial development plan in accordance with the ordinances, rules and regulations of the City of La Vergne or a substantially final site plan for its development, (ii) a list of infrastructure expected to be funded, (iii) obtained third-party estimates of the infrastructure costs expected to be funded as well as the total infrastructure costs relating to the development, and (iv) a proposed assessment methodology (such as frontage-based assessment) and the maximum rate of assessment. If a proposed assessment methodology is complex, City staff may require a third-party report of a consultant with expertise in assessments relative to the proposed assessment methodology to be submitted with the petition for the creation of the district.

2.2. Filing of Petition and Mailing Notice. Upon completion of the process described in Section 2.1, the developer shall collaborate with City staff to submit its petition at such a time that the public hearing required by the Act relating to the petition can be held between 30 and 45 days from the submission of the petition without the necessity of calling a special meeting of Board of Mayor and Aldermen. The petition should be filed in the same manner as provided above. Developer shall notify all property owners within the proposed district by mail using the addresses as shown in the records of the Rutherford County Assessor or Trustee for providing tax notices and provide evidence of such mailing to City staff prior to the date of the public hearing.

2.3 Public Hearing and Consideration of Resolution. The Board of Mayor and Aldermen shall consider a resolution relating to the petition immediately following the public hearing as required by the Act. The Board of Mayor and Aldermen may vote to approve the petition, approve the petition with amendments or deny approval of the petition.

2.4. Notice of Creation of District and Assessment. Upon the creation of a district, the developer shall cause to be filed in the Rutherford County Register of Deeds Office a notice of the creation of the district and the imposition of special assessments in the district in a form

acceptable to the City within sixty (60) days of the approval of the creation of the district by the Board of Mayor and Aldermen.

2.5. Timeline for District Creation. For illustration purposes only, a timeline summarizing the City's preferred approach for considering petitions for the creation of special assessment districts pursuant to the Act is attached hereto as Exhibit C.

Section 3. General Policies relating to the Infrastructure Development Districts

The City will apply the following policies in connection with considering petitions under the Act:

3.1. Term of Assessment. The term of any special assessments imposed in a district shall not exceed the lesser of (i) the period that is reasonably expected to be required to pay the infrastructure costs in the district based upon the assessment or (ii) thirty (30) years.

3.2 Eligible Infrastructure Costs. All infrastructure costs within the meaning of the Act may be paid with special assessments imposed pursuant to the Act, provided that the assessments benefit the properties within the district in the manner required by Section 7-84-817(c). For purposes of these policies, "infrastructure costs" are defined in Section 7-84-802(7) of the Act and are described in Section 5 of the form of petition attached hereto as Exhibit B.

3.3. Municipal Benefits. The Board of Mayor and Aldermen has determined that in exchange for providing developers with access to special assessment financing and for the City's incurrence of time and expenses related to the creation and administration of special assessment districts, developers must agree to provide additional municipal benefits to the City. Only those benefits that comply with Section 3.2 may be funded with special assessment revenues, and any other municipal benefits agreed to must be paid for or financed by the developer from private funds. Guidelines for determining the level of municipal benefits provided by a developer are included in the Municipal Benefits Guidelines which are attached hereto as Exhibit D and made part of these Policies. As more particularly described in Municipal Benefits Guidelines, the priority areas of the Board of Mayor and Aldermen are as follows: (i) Extraordinary Benefits and Quality Development; and (ii) Enhancement of Infrastructure, Public Service, Safety and Sustainability. To qualify for a positive City staff recommendation with respect to the petition, the developer must justify a full credit award in at least one of the two areas or partial credit in both areas. See Exhibit D for further guidance on the criteria related to full and partial credit awards.

3.4. Financings. Any financing of infrastructure costs in a district payable, in whole or in part, from special assessments must be undertaken primarily through a public building authority or other similarly authorized entity on-behalf of the City as approved by the Board of Mayor and Aldermen (the "Authority"). The proceeds of the conduit financing may flow through The Industrial Development Board of the City of La Vergne (the "Industrial Development Board") to the developer of the district. In connection with any such financing, the developer of the district

shall also enter into a district development agreement pursuant to which the developer, among other things, will commit to undertake the construction of the infrastructure in the district to the extent such infrastructure is not being undertaken by the City or another governmental entity. In connection with such financing, the developer shall comply with all policies and procedures of the City, the Authority and the Industrial Development Board.

3.5. Value-to-lien Ratio. As a condition to financing infrastructure costs pursuant to Section 3.4 above, the City strongly prefers the minimum ratio of the appraised value of the district as developed to the principal amount of the special assessment financing to be at least three to one (3:1). The Authority, as the issuer of the special assessment financings, has the discretion to determine whether a ratio less than 3:1, but in no event less than two to one (2:1), is appropriate for certain financings. The Authority shall use its independent professional appraiser to assist in making such determinations.

3.6. Transparency and Disclosure Requirements. For all districts approved for creation, the developer, subsequent seller and any special assessment administrator shall maintain compliance with the transparency and disclosure requirements provided in Exhibit E attached hereto and made part of these Policies. As more particularly described in Exhibit E, the four general requirements are: (i) Full Disclosure of District Obligations and Assessments; (ii) Infrastructure and Service Commitments; (iii) Public Access to Documents and Records; and (iv) Ongoing Disclosure Requirements for Resales. The developer, subsequent seller and any special assessment administrator shall coordinate with regulatory agencies, title companies, and homeowner associations to ensure proper disclosure practices are followed. Such disclosure requirements will be included in the district development agreement or other similar agreements and monitored by City staff to ensure disclosure compliance is achieved.

3.7. Community Input. The City strongly encourages developers to receive input from the community, particularly neighbors, in connection with undertaking a development for which a special assessment is requested. Developers will be required at one community meeting, (i.e. neighborhood meeting), to give the public the opportunity to ask questions about the development and be provided information about the proposed special assessments to be levied in the district.

3.8. Relationship to City Existing Policies. These policies shall not be deemed to amend in any manner the City's existing policies relating to construction of infrastructure.

3.9. Reporting to Board of Mayor and Aldermen. City staff will provide annual reports on each district approved pursuant to these policies and on the progress of construction of infrastructure in the district. The developer shall be required in a district development agreement to cooperate with such annual reports and to also provide periodic reports to Board of Mayor and Aldermen until all such infrastructure is completed.

Section 4. Fees and Expenses; Miscellaneous

4.1. Administrative Fees. Actual administrative costs of the City, the County Trustee (if applicable), the Authority and the Industrial Development Board in connection with imposing and collecting the special assessments in the district and undertaking any financing payable from such special assessments shall be covered by special assessments.

4.2. Other Expenses. The developer shall also pay all reasonable expenses incurred by the City, the Authority or the Industrial Development Board to third parties, including attorneys' fees and fees of the City's Public Works and/or Engineering Departments incurred in managing any project hereunder, in connection with the consideration of any petition and the undertaking of any project or financing irrespective of whether any petition is approved or any financing is closed.

4.3. Additional Requirements; Amendments. These policies may be amended or waived, in whole or in part, at any time by a duly adopted resolution of Board of Mayor and Aldermen. The Board of Mayor and Aldermen may consider any special circumstances or conditions in determining whether to approve any Petition for the Establishment of a Real Estate Infrastructure Development District.

**NOTICE OF INTENT TO SUBMIT PETITION FOR CREATION OF
REAL ESTATE INFRASTRUCTURE DEVELOPMENT DISTRICT PURSUANT TO
THE REAL ESTATE INFRASTRUCTURE DEVELOPMENT ACT**

Architect/Engineers: _____

Attorney for Developer: _____

Consultant for Developer: _____

II. Development and Financing Information

7. Does the Developer currently own the area to be included in the district? (Circle one):

Yes No

If the answer is no, please explain the Developer's relationship to the property in the district.

8. If the district is to be developed in phases, please describe those phases and the expected timing of each phase:

9. Please describe how the developer intends to undertake any financing payable from special assessment, including whether such financing is expected to be a loan from a financial institution or a public offering of bonds:

10. Indicate maximum assessment period requested and explain how such period was determined:

11. Has any other government assistance (federal tax credits, grants or other economic benefits) been requested by the Developer to assist with infrastructure costs relating to the district? (Circle one):

Yes

No

If yes, describe the type, source, and amount of assistance requested:

12. Did the developer hold community meeting(s) pursuant to which the community was given an opportunity to provide input on the development? (Circle one):

Yes

No

13. Please discuss how the development supports the vision set in the City's Land Use Plan.

14. Please discuss what effect the development will have on schools and emergency service providers such as fire protection and what discussions the developer has had with schools and emergency service providers regarding the effect the development would have on the provision of educational and emergency services:

15. Please discuss the municipal benefit commitments of the developer in relation to the development itself and the community as a whole. See Section 3.3 of the City's Policies and Procedures Relating to the Creation of Infrastructure Development Districts for guidance relating to the City's municipal benefit priority areas:

III. Supplemental Information

Please provide with this Notice the following:

- Brief business history of the Developer
- Experience of Developer in the use of special assessments in connection with developments
- Resumes of all principals of Developer
- Timetable for the undertaking of the development
- A detailed budget for the cost of the infrastructure to be constructed relating to the district including the basis for determining such costs.
- The methodology for determining the overall development cost of the district as described in the petition.

Developer shall also provide financial information regarding the development and requested assessment as may be requested by City staff, including such information as may be requested by the City staff to determine the financial need for the assessment, provided, however, if any of such information is proprietary, Developer may request City staff to view such information at Developer's offices.

V. Representations and Agreements of Developer

By submitting this Notice, Developer hereby represents and agrees as follows:

(a) The undersigned Developer hereby agrees that the Developer shall meet with representatives of the City, upon request, to answer any questions that may arise in connection with the City's review of this Notice of Intent and related draft petition and that the Developer shall provide to the City, upon request, any supplemental information requested in connection with the City's review of this Notice of Intent and related petition.

(b) The Developer shall pay all reasonable expenses incurred by the City, the Industrial Development Board and the Authority in connection with the consideration of any petition for the creation of an infrastructure development district and/or the financing of infrastructure relating to such district, including reasonable fees of counsel to the City, the Authority and the Industrial Development Board.

(c) The Developer shall indemnify and hold harmless the City, its employees, officers, commissioners, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of a petition by Developer.

Developer: _____

Signed: _____ Date: _____, 20____

Title of Person Signing (if Developer is an entity): _____

EXHIBIT B

Petition for the Establishment of a Real Estate Infrastructure Development District

[Developer Entity] (the “Developer”) and the owners of each parcel of property included within the boundaries of the infrastructure development district described below hereby petition the Board of Mayor and Aldermen of the City of La Vergne (the “City”) to establish and administer an infrastructure development district in the manner described herein, pursuant to the authority provided to the City by Tennessee Code Annotated Sections 7-84-801 et seq. (the “Act”).

1. The name of the proposed real estate infrastructure development district is requested to be the “_____ Infrastructure Development District” (the “District”).
2. The boundaries of the District are hereby requested to be those boundaries set forth in Attachment 1 attached hereto. The Developer represents and warrants that:
 - a. the entire boundaries of the District lie within the City; and
 - b. the District comprises ____ acres; and
 - c. as more fully described in Attachment 4 referenced below, the capital costs required to develop the District are \$_____; and
 - d. the Developer’s address is _____; and
3. A list of each parcel of property within the District, identified by the parcel identification number and address listed therefor in the office of the Rutherford County Assessor is attached hereto as Attachment 2.
4. Submitted an initial development plan in accordance with the City of La Vergne Zoning Ordinance or a substantially final site plan for its development for the District is attached hereto as Attachment 3 (the “Plan”). [The attached Plan:
 - a. identifies all proposed uses of properties within the District; and
 - b. identifies the intended phasing of the development of the District (each such development phase, a “Phase”).]¹
5. Attachment 4 attached hereto lists the following:
 - a. the streets, roads, bridges, and sidewalks, and the water, wastewater, natural gas, electric, telecommunications, parking and storm water facilities, required for the

¹ Use this language if special assessments will be initiated or otherwise administered by phase.

development of the District, and benefitting the properties within the District, whether within or without the boundaries of the District; and the land within the boundaries of the District required to be donated, dedicated, or otherwise made available to a governmental entity for the foregoing uses and such other purposes that benefit the public as are approved by the City (collectively, "Infrastructure"); and

- b. (i) an estimate of all costs that may be capitalized under generally accepted accounting principles for purchasing, constructing, installing, and equipping Infrastructure; (ii) the fees or costs imposed by a municipality or utility service provider: (A) related to the construction or installation of Infrastructure; or (B) as a condition to the delivery of utility services to properties within the District; and (iii) the cost of any land required to be donated, dedicated, or otherwise made available to a governmental entity for the purposes described above, which land shall be valued at either the Developer's demonstrated cost or, if the value of the land has subsequently been appraised, its appraised value, whichever is higher (collectively, "Infrastructure Costs") and
 - c. an estimate of all other costs of developing the District, including third-party assessment administrator fees.
6. The undersigned request that the City levy special assessments (the "Assessment") on each parcel of property within the District, in the manner described below, for the purpose of funding the following:
- a. the Infrastructure Costs associated with those items of Infrastructure identified on Attachment 5 (the "Funded Infrastructure"); and
 - b. the payment of the principal, premium, and interest on any bonds, notes, or other debt obligations issued pursuant hereto, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and
 - c. an amount of special assessments so levied for administrative expenses, including expenses incurred by the City and the officers of the City, including the assessor of property, trustee, or other tax collecting official, in administering the collection and allocation of special assessments, including a reasonable allocation of overhead expenses; and
7. The undersigned request that the Assessment be levied on the basis of _____ and in the amount of _____. The undersigned represent and warrant that:
- a. the Funded Infrastructure directly, uniquely and specifically benefits the properties within the District; and

- b. without the installation of the Funded Infrastructure, the parcels within the District could not be developed as proposed; and
 - c. the proposed manner and amount of the Assessment apportions the costs of the Funded Infrastructure to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Funded Infrastructure.
- 8. The undersigned request that the Assessment be levied and collected annually, beginning in such year as may be agreed to be the City and the Developer, and ending no later than the ____ year thereafter, in such manner as may be permitted by the Act. [The levy and collection of the Assessment may be commenced by phase, as determined by the City and the Developer.]²
- 9. The undersigned request that the City take any and all steps that it may elect to take to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act.
- 10. The undersigned request that the City:
 - a. authorize the issuance of bonds, to be issued directly by the Authority in conjunction with the Industrial Development Board for the purpose of funding the costs of the Funded Infrastructure;
 - b. apply and pledge to the payment of such bonds to the proceeds of the Assessment and the other costs described in Section 6 above;
 - c. enter into one or more district development agreements with the Developer, on such terms as may be consistent with the terms hereof and agreed to between the City, the Industrial Development Board and the Developer, to provide for the application of the proceeds of such bonds, the construction and installation of the Funded Infrastructure, and the development of the District.
- 11. The undersigned hereby request that the City hold a public hearing regarding this petition at the time and in the manner required by the Act, and to provide notice thereof in the manner required by the Act. The Developer hereby agrees to pay, or reimburse the City for the payment of: (a) all costs incurred by the City to provide notice of the public hearing related to this petition required by the Act; and (b) upon the levy of an Assessment as

² Use this language if special assessments will be initiated or otherwise administered by phase

contemplated herein, all legal, financial advisory and other third-party administrative costs incurred by the City in connection with the implementation of the terms hereof.

Respectfully submitted by the petitioners as of this _____ day of _____, 202____.

DEVELOPER:

[Developer Name]

By: _____

Name: _____

Title: _____

OWNERS:

Exhibit C

Timeline for District Creation Process

1. Commencement of Petition Process

Developer Submit Notice of Intent and Draft Petition for Review

- **Submit hard copies to:**
City Administrator's Office
- **Submit electronic copies to:**
City Recorder
- **Include the following:**
 - Initial development plan submitted in accordance with the rules, regulations and ordinances of the City of La Vergne and/or substantially final site plan
 - List of infrastructure expected to be funded
 - Third-party estimates of infrastructure costs
 - Proposed assessment methodology and rate of assessment

Note: Developer *should not submit* the Notice of Intent until all the above items are available.

2. Filing of Petition

- **File hard copies with:**
City Administrator's Office
- **File electronic copies with:**
City Recorder
- **Next Steps:**
 - Advertise public hearing at least 14 days prior to hearing
 - Public hearing to be held between 30 and 45 days from submission of the petition without the necessity of a special-called meeting
 - Developer to notify all residents within the proposed district by mail using the addresses as shown in the records of the Rutherford County Assessor or Trustee for providing tax notices and provide evidence of such mailing to City staff prior to the date of the public hearing

Legal Reference: Tenn. Code Ann. § 7-84-812(b)

Notice of hearing must be mailed to all real property owners within the proposed district.

3. Public Hearing and Consideration of Resolution

- **Possible Actions of Board of Mayor and Aldermen:**
 - Approve the Petition
 - Approve the Petition with Amendments
 - Deny Approval of the Petition

Legal Reference: Tenn. Code Ann. § 7-84-813

District may only be established by resolution passed by a majority vote of the governing body present and voting upon conclusion of the public hearing.

4. Notice of Creation of District

- **Developer to File Notice with:**
Rutherford County Register of Deeds

Creation Timeline Constraints:

- Maximum of 60 days from submission of Notice of Intent and draft petition for City staff and developer to agree on the final petition to file with the Board of Mayor and Aldermen
- 30-45 days between the formal filing of the finalized petition and the required public hearing on the petition
- Developer has 60 days from approval by the Board of Mayor and Aldermen to file notice of creation with the Rutherford County Register of Deeds

Financings:

- Details related to special assessment financings are dependent on any proposed financing plan and specific agreements entered into following district creation.

EXHIBIT D

Municipal Benefits Guidelines

I. Extraordinary Benefits and Quality Development • Project (within or outside of district) addresses one or more priority areas in one or more of the City's master plans • Construction or financial contributions to City priorities (e.g., the implementation of multimodal transportation improvements, such as greenways, bike lanes, traffic calming measures, and transit-supportive features that are in addition to the improvements required to serve the development) valued at a minimum of 1% of the principal amount of the special assessment financing or the infrastructure costs of the district if no financing is issued • Construction, upgrades, or financial contributions for expanding and improving public infrastructure needed to support an exceptional development. This includes, at a minimum, all required off-site infrastructure required to serve and mitigate the impact of the development on existing infrastructure - such as roads, utilities, or stormwater facilities	Credit Criteria: Full credit awarded for multiple commitments that strongly align with the City's Master Plans and Development Standards. Partial credit awarded for limited commitments or vague alignment with the City's Master Plans and Development Standards.
II. Enhancement of Infrastructure, Public Service, Safety, and Sustainability • Dedicate at least 5% of the total site area to the City for facilities such as schools, childcare, fire/rescue stations, community centers, etc. that align with adopted public facility/school plans and level of service standards • Construction, improvement, or financial contributions for public infrastructure, in addition to the infrastructure required to serve the development, such as roads, utilities, or stormwater facilities valued at a minimum of 1% of the principal amount of the special assessment financing or the infrastructure costs of the district if no financing is issued • Universal design / accessibility for people with disabilities • Connectivity to transit, walking and biking • Include connected greenway trails that link to the regional or citywide trail network, with a minimum length of 1,000 linear feet per 50 acres developed • Underground all public utilities located on all public roads located adjacent to the development (off-site) • Design certified energy efficient homes and buildings (i.e. Energy Star, LEED, NGBS, etc.), native landscaping, water conservation measures, etc.	Credit Criteria: Full credit awarded for robust design commitments and enhancements to public access, maintenance, and interconnection within the City's broader and future network. Partial credit awarded for commitments that have limited impact or moderately advance public access, maintenance, and interconnection within the City's broader and future network.

EXHIBIT E

Transparency and Disclosure Requirements

1. Full Disclosure of District Obligations and Assessments

Prior to the sale of any property within the district, developers and sellers shall provide clear, written disclosure to prospective buyers of the following:

- The existence, purpose, and governance structure of the district (e.g. homeowner association);
- All current and projected special assessments, taxes, and fees levied by the city, including capital improvement and maintenance obligations;
- Any outstanding debt incurred by the special assessment debt-issuing entity that affects the property;
- This information shall be included in the purchase contract and acknowledged by the buyer a minimum of three (3) business days before closing.

2. Infrastructure and Service Commitments

Developers shall provide buyers with a plain-language summary of planned infrastructure and community amenities to be funded or maintained within the district, including:

- Projected timelines, phasing, and associated completion dates;
- Responsibilities of the developer, any future homeowner association, the city, and the special assessment debt-issuing entity;
- Any known risks, delays, or dependencies that could affect delivery of the development.

3. Public Access to Documents and Records

A publicly accessible website shall be maintained by the special assessment administrator or other appropriate party so current and prospective homeowners can access the following:

- Governing documents (e.g., district formation documents, resolutions);
- District-related budgets, audits, meeting agendas, and minutes;
- Infrastructure plans, service agreements, and debt disclosures.

4. Ongoing Disclosure Requirements for Resales

Subsequent sellers of property within the district shall provide the same disclosures to future buyers, in accordance with state and local laws. The special assessment administrator or other appropriate party may offer standardized templates to assist in compliance.



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 9.	<u>Resolution #2026-24</u> - A Resolution to Approve a Land Acquisition Policy Revision for the Blair Road West Project.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Resolution #2026-24		

Purpose:

This is a resolution to approve a revised land acquisition policy for the Blair Road West Project. It allows the city to acquire the necessary real property for the project. The revision is adding the value of one tree (\$800) to Tract 15 on Exhibit 1.

Background:

In May 2024, the BOMA approved Resolution #2024-14, a Resolution to Approve a Land Acquisition Policy for the Blair Road West Project.

In the negotiations with the owners of Tract 15, one tree was missed which has since been removed by construction. A request was made to the original land acquisition consultants (Croft and Associates) for a reasonable value for the tree based on what was paid to other property owners in the area. They recommended \$800.

Financial Summary:

An additional \$800 will be paid to the owners of Tract 15.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-24

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR ADDITIONAL REAL PROPERTY INTERESTS NEEDED FOR THE BLAIR ROAD WEST PROJECT.

WHEREAS, the City of La Vergne (hereinafter, "City"), has undertaken the extension of Blair Road from Waldron Road to Carothers Road (hereinafter, "Project"); and

WHEREAS, the Board of Mayor and Aldermen approved a land acquisition policy for the initial property interests needed for this project at the May 7, 2024 and October 3, 2024 meetings; and

WHEREAS, the acquisition of additional interests in real property are needed for this project and have been identified and are described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained Croft & Associates (hereinafter, "Croft"), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of these additional Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. Croft shall submit title opinion letters and proposed acquisition documents to the City Attorney's office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, Croft shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. Croft shall attempt to acquire the Real Property from the parties identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that Croft is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, Croft shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public requiring it.

Resolved this the 4th day of August, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

Blair Road Extension								
Tract #	Owner	Map/Parcel	Res/Comm/H PR	Address	ROW / Perm / Temp Total Compensation	Sign within 30 Days Bonus 10%	Improvements	Total Compensation with Improvements
1	Shauna Altizer(FKA-Jamie O. Lewis, Executrix)	029-027.03-000	Res	0 Waldron Road	\$1,168.00	\$116.80	\$0.00	\$1,285.00
4	Dawit D. Bekele(FKA-Michael Warner)	029I-A-008.00-000	Res	116 Washer Drive	\$911.00	\$91.10	\$0.00	\$1,004.00
5	Chue Yang & Sisay Yang	029-032.03-000	Res	1361 Carothers Road	\$3,496.00	\$349.60	\$22,060.00	\$25,910.00
6	Roger Keon Terry & Amber Fields Terry	029I-A-007.00-000	Res	114 Washer Drive	\$15,508.00	\$1,550.80	\$0.00	\$17,059.00
7	Maimouna Mbow	029I-A-006.00-000	Res	110 Washer Drive	\$21,537.00	\$2,153.70	\$2,700.00	\$26,391.00
8	AH4R-TN3 LLC, ATTN: TAX DEPT(FKA-Humberta Tano Tzoy)	029I-A-005.00-000	Res	108 Washer Drive	\$4,525.00	\$452.50	\$0.00	\$4,978.00
9	Humberta Tano	029I-A-004.00-000	Res	106 Washer Drive	\$13,458.00	\$1,345.80	\$0.00	\$14,804.00
10	Beneias Zergaw and Samerawit Addafre	029I-A-003.00-000	Res	104 Washer Drive	\$10,946.00	\$1,094.60	\$0.00	\$12,041.00
11	Christopher A. Spencer and Clishta Renea Tucker-Spencer	029I-A-002.00-000	Res	102 Washer Drive	\$8,641.00	\$864.10	\$0.00	\$9,505.10
12	Progress Residential Borrower 2, LLC	0029I-A-001.00-000	Res	100 Washer Drive	\$7,316.00	\$731.60	\$0.00	\$8,047.60
13	Sylvia M Tooley	029I-A-092.00-000	Res	101 Kestrel Circle	\$1,447.00	\$147.70	\$0.00	\$1,624.70
14	Hamlet at Carothers Crossing Owner's Association, Inc.,(FKA-Burkitt Hills Investment Group LLC)	029I-B-001.01-000	Res	0 Oasis Drive	\$12,055.00	\$1,205.50	\$0.00	\$13,261.00
15	Larry Wilks Davidson	029-03.00-000	Res	1441 Carothers Road	\$4,545.00	\$454.50	\$800.00	\$5,799.50
16	Jon Morton Chick & Constance Chick	029-031.00-000	Res	0 Carothers Road	\$95,995.00	\$9,599.50	\$0.00	\$105,595.00
17	John W. Neal & Linda D. Neal	029-032.00-000	Res	1367 Carothers Road	\$36,394.00	\$3,639.40	\$22,935.00	\$62,969.00
18	Robert K. Lee & Patricia S. Lee	029-033.00-000	Res	754 Waldron Road	\$26,690.00	\$2,669.00	\$0.00	\$29,359.00
19	Christopher Seward	029-034.02-000	Res	768 Waldron Road	\$4,406.00	\$440.60	\$0.00	\$4,847.00
36	INDUSTRIAL BOARD (FKA: B & F Venture)	029-041.01-000		Carothers Road				
37	INDUSTRIAL BAORD (FKA: B & F Venture)	029-041.02-000		Waldron Road				
38	Hon Blair & Waldron LLC	029-041.00-000		823 Waldron Road				
39	Hon Blair & Waldron LLC	029-040.00-000		Waldron Road				
40	Joe B. Laws, Jr. & Debra A. Laws	029-039.00-000	Res	788 Waldron Road	\$14,766.00	\$1,476.60	\$2,150.00	\$18,393.00
41	Cory D. McClellan & Tracy G. McClellan	029-038.00-000	Res	782 Waldron Road	\$10,230.00	\$1,023.00	\$3,200.00	\$14,453.00
44	Lanny B. McGowan, Jr & Carolyn Mae McGowan	0290-A-037.00-000	Res	809 Waldron Road	\$11,505.00	\$1,150.50	\$400.00	\$13,056.00
45	Robert Lee & Deloris Lee	0290-A-038.00-000	Res	815 Waldron Road	\$6,112.00	\$611.20	\$0.00	\$6,724.00
46	Margaret Ann Martin	0290-A-039.00-000	Res	821 Waldron Road	\$35,696.00	\$3,569.60	\$600.00	\$39,866.00
47	Hon Blair & Waldron LLC	032-004.00-000	Agri	0 Waldron Road				
48	Robert Mark Curran & Sherry Lynn Curran	0290-A-022.00-000	Res	820 Walnut Ridge Drive	\$22,021.00	\$2,202.10	\$0.00	\$24,224.00
	Total Project				\$369,368.00	\$36,939.80	\$54,845.00	\$461,152.80

Previous Amount	\$4,999.50
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Exhibit 2

City of La Vergne Tennessee Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **“Consulting Services for Right-of-Way Acquisition Services for the Blair Road Extension from Carothers Road to Waldron Road”**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$320,000.

2.02- Basis of Compensation

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

2.03- Change Orders

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

- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 300 calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

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

4.03- Payment

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

4.04 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

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

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

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

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

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

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

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

Section 10- Termination and Suspension

10.01- Suspension

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

10.02- Termination for Cause

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

10.03- Termination for convenience

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

10.04- Payment following termination

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

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies. In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

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

legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Force Majeure

14.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

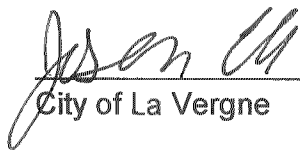
15.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

15.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

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



City of La Vergne

By: Jason Cole
Mayor



Croft and Associates LLC

By: Dianna Khosa
Owner / President

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services includes but is not limited to:

- Meeting between the City and the Consultant.
 - Initial development of subject files to include the subject's title data and any pertinent data found in public records.
 - Include in each subject file any pertinent maps of the subdivision, subject and/or area, and subject pictures.
 - The provided easement drawings and legal description will be reviewed for errors, and returned for corrections, if any. These items will be included in the subject file.
 - Title opinion letter (30 year search), acquisition documents, and closing for *twenty-six (26) tracts.
 - All acquisition documents will be created and presented to the City for approval.
 - Market study with Nominal Payment Parcel (NPP) consideration and/or appraisals for *twenty-six (26) tracts.
 - Quality Check (QC) of all appraisals, title opinion letters, and documents.
 - Meeting with the City to review the market study and approve suggested valuation and approach (NPP or appraisal) of each tract. Spreadsheet will be provided with details.
 - Development of an acquisition process between the City and the Consultant.
 - Notifications, acquisition, and file package deliverables of *twenty-six (26) tracts.
 - Review of City's procedures for condemnation process.
 - Presentation of closing packet to be delivered to the City.
 - Final project close-out with the City.
- * Tracts identified on provided plans and exhibits from the City. Any additional tracts will require a change of scope.

EXHIBIT B

FEE SCHEDULE

An invoice will be provided for work performed on a deliverable basis.

The first invoice will be presented approximately 30 to 45 days after the signature and approval of the Professional Services Agreement (PSA) and Notice to Proceed. Each invoice thereafter will be presented monthly in accordance with Section 4 – Payment of the PSA.

The invoice will include fees for work completed as follows in accordance with Exhibit C and Section 3 – Schedule of the PSA.

Fees listed below are based on the twenty-six (26) tracts requiring acquisitions shown on the ROW Acquisition Table provided.

Only work completed will be billed*.

1. Consultations and procedure reviews	\$ 10,000.00
2. Market Study	\$ 6,000.00
3. Appraisals**	\$ 76,000.00
a. Nineteen (19) tracts at \$4,000 each	
4. Appraisals - Complex**	\$ 35,000.00
a. Seven (7) tracts at \$5,000 each	
5. Quality Check (QC) of Appraisals	\$ 13,000.00
6. Title and Closing Services	\$ 39,000.00
7. Notifications, Acquisition and file package deliverable	\$130,000.00
a. Twenty-Six (26) tracts at \$5,000 each	

Total	\$309,000.00
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*Total NOT TO EXCEED	\$320,000.00
-----------------------------	---------------------

*Acquisition fees for tracts pulled off of will be invoiced partial for file preparation and in full if the tract has been distributed to land agent.

**Appraisal rates are based on the following assumptions: Market Study, 7 complex appraisals, and 19 non-complex appraisals. Appraisals will be billed based on the complexity of each tract as determined at the time of the on-site inspection.

Should the assumed quantities change, the City will be billed based on the actual appraisals provided, which may require a change order if complex appraisals exceed seven (7).

NPP's are included in the Market Study rate. Should NPP's be determined and approved by the City, billing will be reduced accordingly.

Additional fees may apply should eminent domain be utilized and trial preparations be necessary. Fees will be calculated on a case-by-case basis.

EXHIBIT C

TIME SCHEDULE

Deliverable	Estimated Duration from NTP
Appraisals	100 +/- days
QC Appraisal and Submit for Approval (Submitted as completed in batches)	30 +/- days
Consultation, Procedure Development, Title and File Preparation*	45 +/- days
Acquisition (Begins immediately after Appraisals or NPP is approved by the City)	170 +/- days
Closing and Recording of Easement	30 +/- days

*Work performed simultaneous to other deliverables.

The above time frames are subject to: inclement weather; obtaining all approved, requested, and/or corrected documents in a timely manner; maintaining a good line of communication between the City and Consultant for incidentals.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270	CONTACT NAME: Select Commercial	
	PHONE (A/C, No, Ext): 855 874-0777	FAX (A/C, No):
E-MAIL ADDRESS: selectcommercial@usi.com		
INSURED Croft and Associates LLC 4711 Trousdale Dr, Ste 121 Nashville, TN 37220	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
	INSURER B: Hartford Accident and Indemnity Co	
	INSURER C: Underwriters at Lloyd's London	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			20SBABB1189	12/29/2022	12/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAZ4AFF	07/30/2023	12/29/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab			CSIB0028900	01/16/2023	01/16/2024	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an additional insured regarding the general liability per written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

City of La Vergne
 5093 Murfreesboro Road
 La Vergne, TN 37086

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 10.	<u>Resolution #2026-25</u> - A Resolution to Accept a Donation of a Utility Easement Dedication along Mason Circle.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Resolution #2026-25		

Purpose:

In order to install the public improvements necessary for their facility. The Spirit of Life Church at 247 Stones River Road is dedicating an easement along Mason Circle to the city. This resolution is to accept that dedication.

Background:

The Spirit of Life Church at 247 Stones River Road has been under construction for some time. As they near completion of their project and the opening of their church, they are needing to dedicate public utility easement to the city in order to complete their utility connections.

Financial Summary:

There will be no cost to the city.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-25

A RESOLUTION TO ACCEPT A DONATION OF A UTILITY EASEMENT DEDICATION ALONG MASON CIRCLE).

WHEREAS, the City of La Vergne recognizes the need for the Spirit of Life Church, located at 247 Stones River Road, to dedicate a public utility easement along Mason Court to the city in order for the church to complete their utility connections; and

WHEREAS, the Spirit of Life Church, on June 22, 2026, executed an agreement for dedication of a public utilities easement to the City of La Vergne.

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

SECTION 1. That the public utilities easement located on Parcel No. 015 B 02400 along Mason Circle, be accepted by the City of La Vergne.

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

Resolved this the 4th day of August, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

Owner: Heritage South Community Credit Union

Parcel: No. 015L B 02400

Prepared by: Azimtech Engineering

AGREEMENT FOR DEDICATION OF A PUBLIC UTILITIES EASEMENT

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

THIS AGREEMENT FOR DEDICATION OF PUBLIC UTILITIES EASEMENT (“Agreement”) is made and entered into by and between:

HERITAGE SOUTH FINANCIAL, LLC, hereinafter referred to as “Grantor”, being the owner of certain real property located at:

247 Stones River Rd.

La Vergne, Tennessee 37086

Parcel No. 015L B 02400

And

THE CITY OF LA VERGNE, TENNESSEE, hereinafter referred to as “Grantee”.

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in Rutherford County, Tennessee, identified as Parcel No. 015L B 02400: and

WHEREAS, Grantor desires to dedicate and convey unto the City of La Vergne a perpetual Public Utilities Easement for the installation, operation, maintenance, repair, replacement and access to public utility facilities;

NOW, THEREFORE, for and in consideration of the benefits accruing to the property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, dedicate and convey unto the City of La Vergne, Tennessee, a perpetual Public Utilities Easement situated on the property located at 247 Stones River Road, La Vergne, Tennessee.

EASEMENT DESCRIPTION

The Public Utilities Easement being conveyed herein is located on Parcel No. 015 B 02400 along MASON CIRCLE according to coordinates S81°21'19" E with 385.29' commencing on the property corner where an iron pin is found to the intersection of MASON CIRCLE AND STONES RIVER ROAD and as depicted on sheet C1.1 of the Spirit of Life Ministries Church Site Plans prepared by Ali S. Koleini, P.E., Revision dated February 17, 2026.

Said easement shall be used for the purpose of constructing, maintaining, repairing, replacing, inspecting and operating public utility facilities and appurtenances together with rights of ingress and egress necessary for such purposes.

Grantor further agrees that no structures or improvements shall be erected within the easement area that would interfere with the intended use of the easement.

TO HAVE AND TO HOLD the same unto the City of La Vergne, Tennessee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 22nd day of June, 2026.

HERITAGE SOUTH FINANCIAL, LLC

By: Jody Stovall

Name: Jody Stovall

Title: Board Manager

ACKNOWLEDGEMENT

STATE OF Tennessee
COUNTY OF Bedford

Before me, the undersigned authority, personally appeared Jody Stovall, who acknowledged himself/herself to be the authorized representative of Heritage South Community Credit Union and that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 22nd day of June, 2026.

NOTARY PUBLIC D. Hale

My commission expires: 9-15-29

(SEAL)



ACCEPTED this _____ day of _____, 2026.

CITY OF LA VERGNE, TENNESSEE.

By: _____

Name: _____

Title: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 11.	First Reading - <u>Ordinance #2026-15</u> - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026. A public hearing will be held on Tuesday, August 4, 2026 at 5:45 p.m.)		
Department:	Planning	Presented By:	Bo Logan
Item Attachments:	1. Ordinance #2026-15		

Purpose:

This is an ordinance to rezone property located along Rocky Tock Road from R-1 to CC.

Background:

The applicant has 2.74 acres that they intend to incorporate into their existing concrete plant.

Financial Summary:

Revenues: The city should receive property taxes from any development of the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

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

ORDINANCE #2026-15

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 17G, GROUP A, PARCELS 11, 12, 13, 14, AND 15. PROPERTY CONSISTS OF APPROXIMATELY 2.74 ACRES. PROPERTY LOCATED ON ROCKY TOCK STREET. CURRENT ZONING: R-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT; PROPOSED ZONING: CC (CENTRAL COMMERCIAL) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on June 30, 2026, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 17G, Group A, Parcels 11, 12, 13, 14, and 15 from an R-1 (Single Family Residential) Zoning District to a CC (Central Commercial) Zoning District. This property consists of approximately 2.74 acres and is owned by Hollingshead Land, LLC who submitted application #ZR-2026-03 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 Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

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

REZONING REQUEST APPLICATION

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

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

Request No. ZR-2026-03
(Assigned by the City Recorder)

Date Submitted: 05/26/26

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

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

Name: Jeff Hollingshead Phone #: 615-624-1221

Business: Hollingshead Land LLC E-Mail: Richard.Oshields@smyrnareadyn

Address: 1000 Hollingshead Circle Best Way to Contact: Phone
City: Murfreesboro State: TN Zip: 37129 (Mail, E-Mail, Phone)

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
17G/A	11.00	R1	CC	0.54	Hollingshead Land LLC
17G/A	12.00	R1	CC	0.56	Hollingshead Land LLC
17G/A	13.00	R1	CC	0.55	Hollingshead Land LLC
17G/A	14.00	R1	CC	0.55	Hollingshead Land LLC
17G/A	15.00	R1	CC	0.54	Hollingshead Land LLC

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

Project Name: SRM-La Vergne
Project Address: 112,116,120,124, 128 Rocky Tock Street
Existing Land Use: Concrete Plant
Proposed Land Use: Concrete Plant
Total Acreage of Project / Rezoning: 2.74 Acres

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

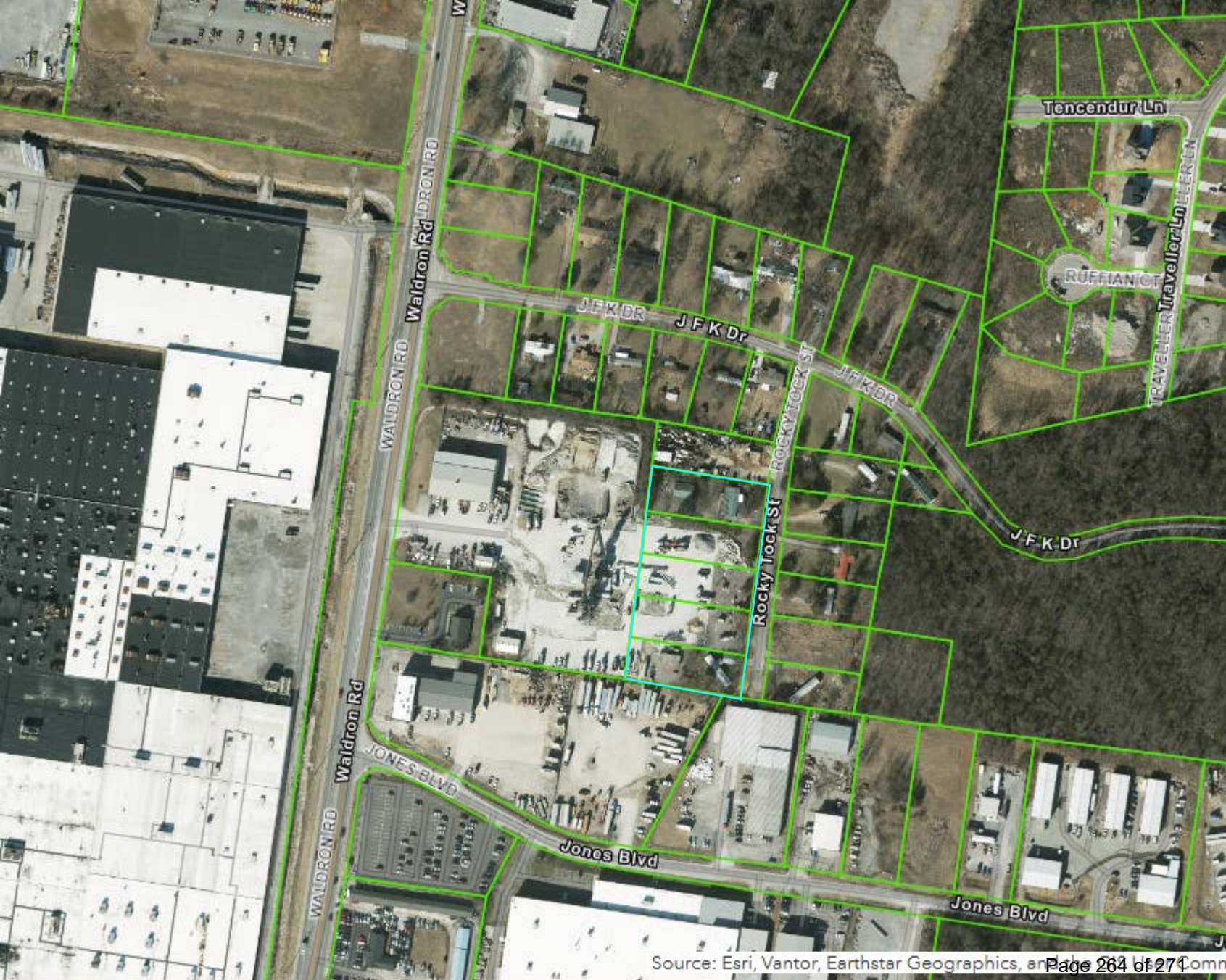
Applicant's Signature: _____

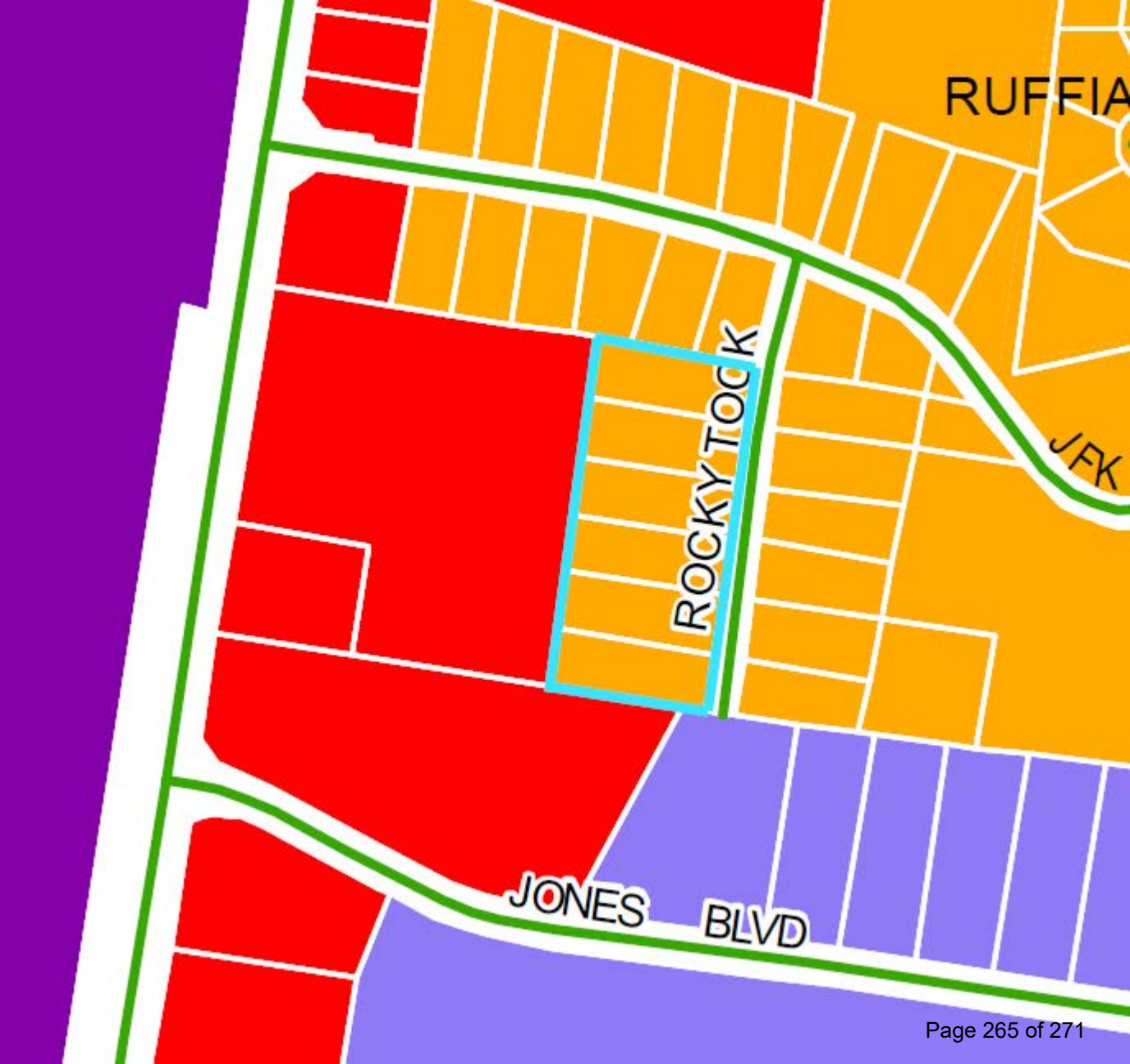
Date: 5-29-26



Julie B. Wilson Notary
Expires 11-28-26
Rutherford County, Tennessee



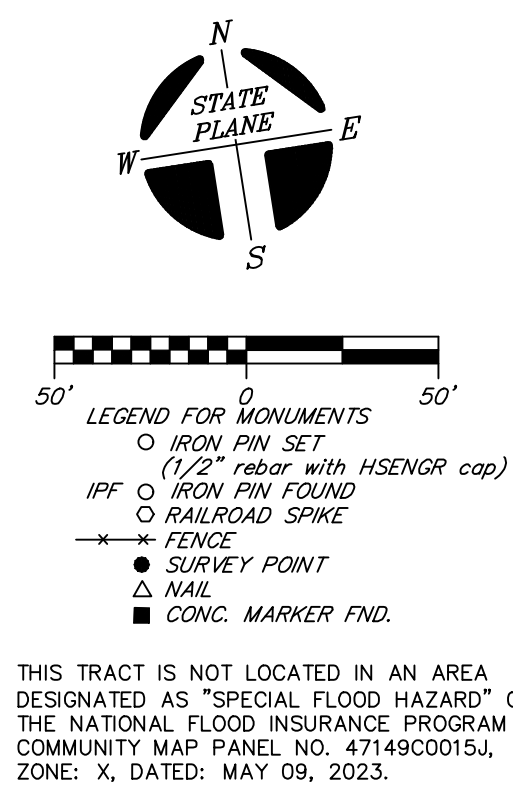
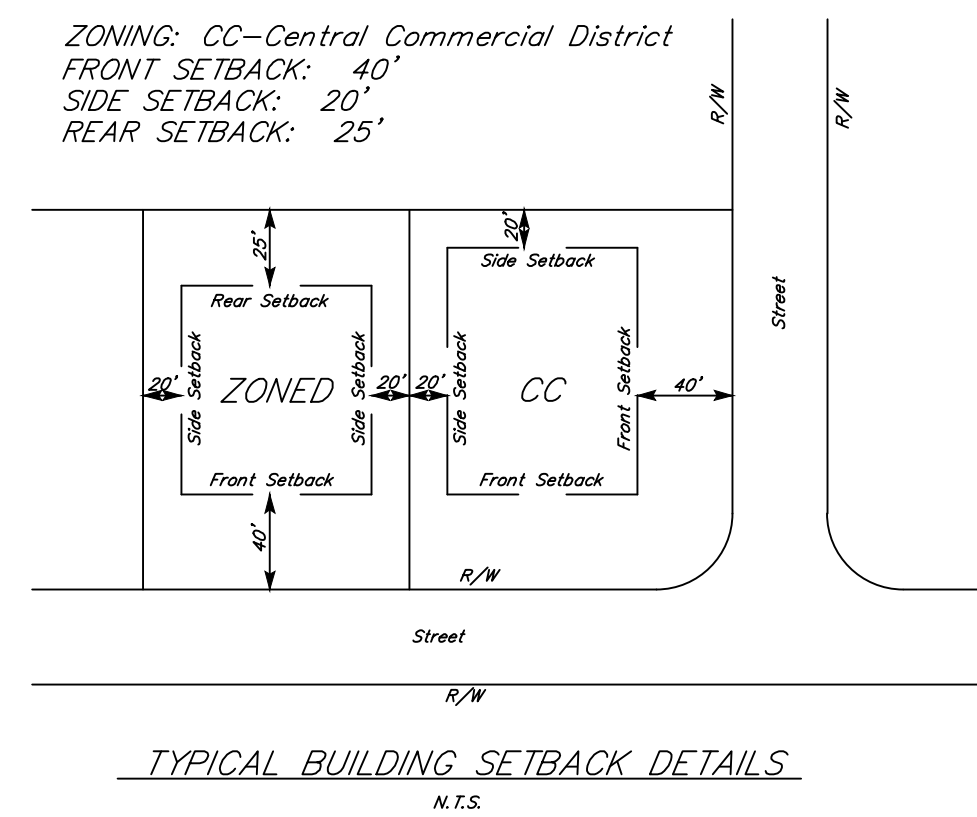
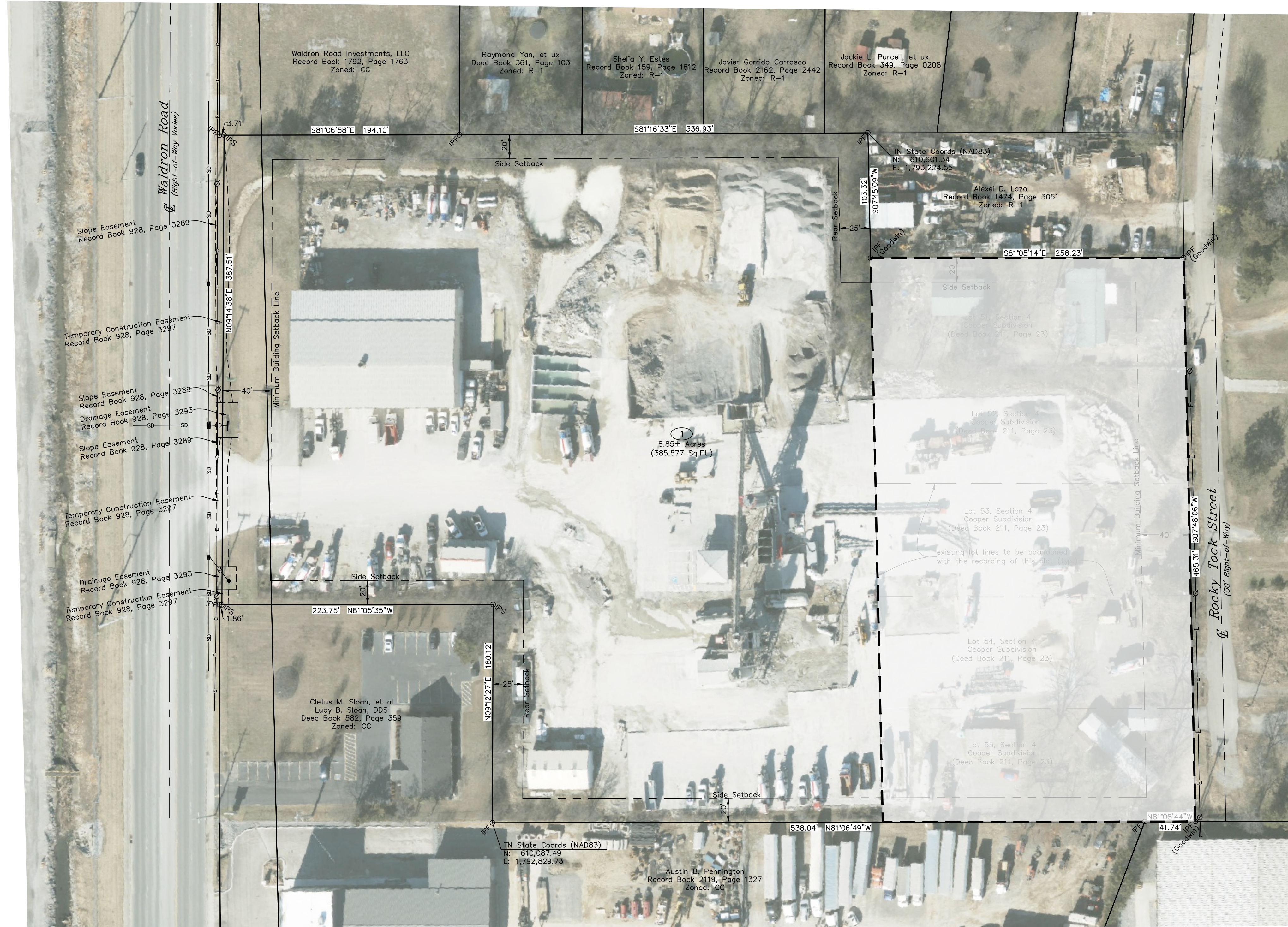












OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129

Tax Map 17-G, Group A, Parcel 11.00
Record Book 2097, Page 1386
Lot 51, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129

Tax Map 17-G, Group A, Parcel 12.00
Record Book 1920, Page 3345
Lot 52, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129

Tax Map 17-G, Group A, Parcel 13.00
Record Book 1764, Page 3241
Lot 53, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129

Tax Map 17-G, Group A, Parcel 14.00
Record Book 2249, Page 1804
Lot 54, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Smyrna Ready Mix, LLC
c/o SRM Concrete, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 2.00
Record Book 1316, Page 1478

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 15.00
Record Book 2114, Page 1953
Lot 55, Section 4, Cooper Subdivision
Deed Book 211, Page 23

**TRANSMITTAL COPY
FOR REVIEW
PURPOSES ONLY**

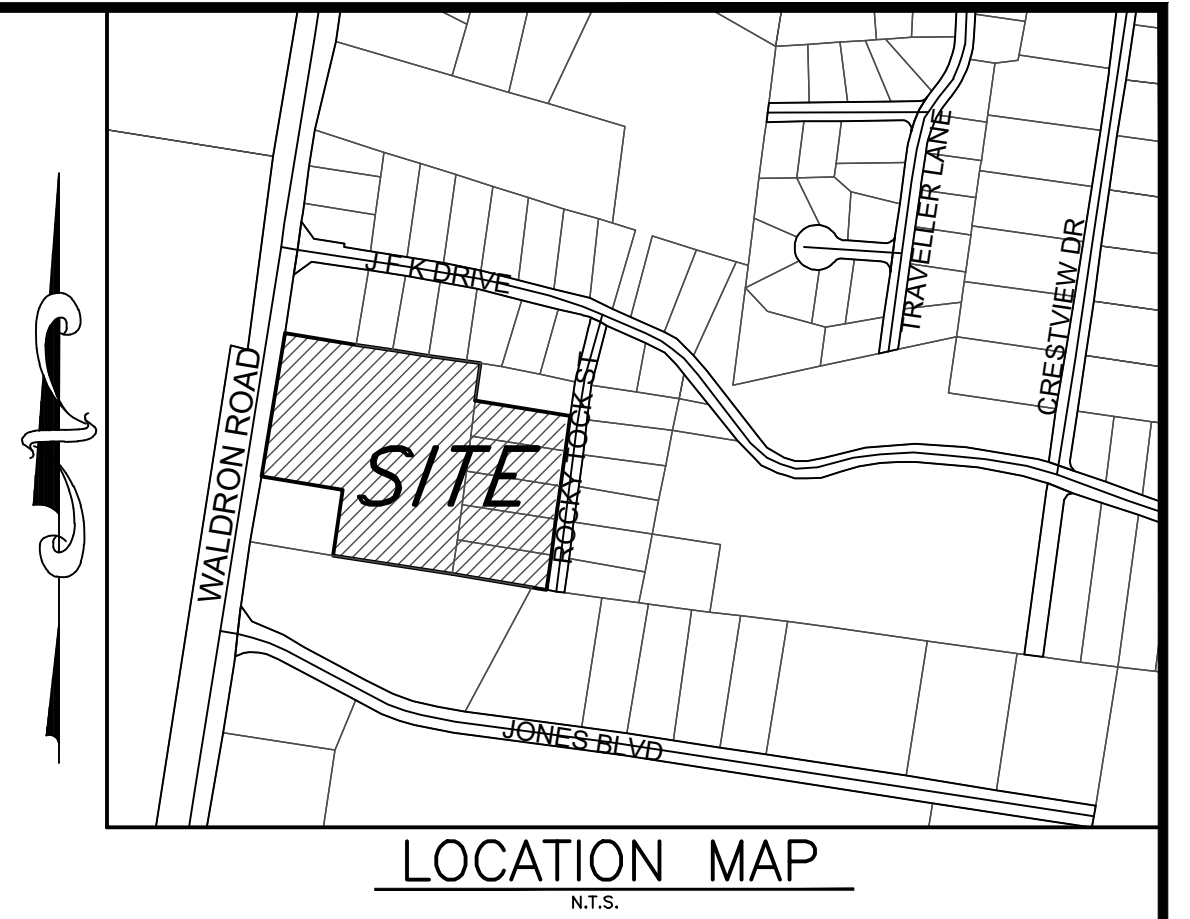
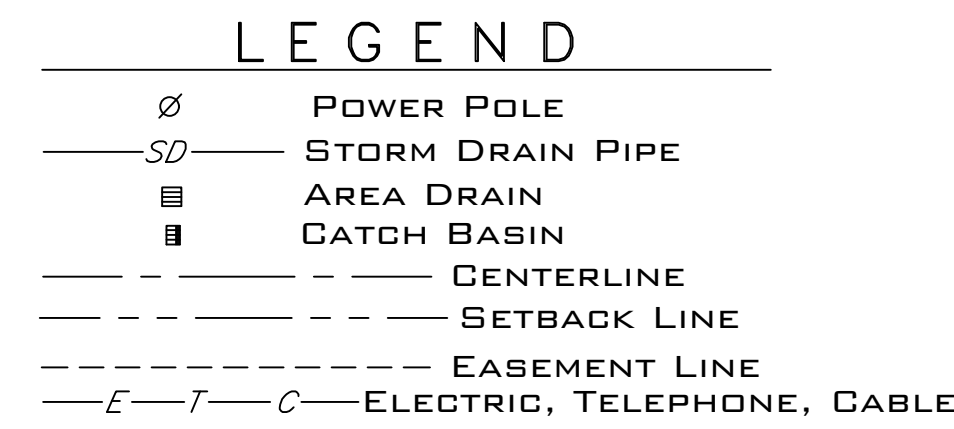
HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING - 893 - 4084 FAX: 893 - 0080

ZONING EXHIBIT

SRM PROPERTY

(THE CONSOLIDATION OF PROPERTY OF
SMYRNA READY MIX, LLC AND LOTS
51-55, SECTION 4, COOPER SUBDIVISION
3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

DATE: JUNE, 2026	SCALE: 1"=50'	SHEET 1 OF 1
------------------	---------------	--------------



PLAT NOTES:

1. The purpose of this plat is to combine Lots 51 thru 55, Section 4, Cooper Subdivision, as recorded in Deed Book 2114, Page 23, with the adjoining property of Smyrna Reed LLC, LLC (Record Book 2114, Page 193) into one tract of 8.85± Acres. 2. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners at least three days prior to the start of the excavation. The existence of a list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-4-A-ONECALL. 3. Underground utilities shown were located using available above- ground evidence, and also from information obtained from the respective utility companies. The existence of other utilities not shown on this plat is not the responsibility of the person presenting this site or adjacent sites should be confirmed with the utility owner prior to commencing any work. 4. The plat is subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal. 5. Public utility and drainage easements where shown herein are intended to indicate the location of underground construction and the presence of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. 6. The plat is subject to subdivision and the plat is not intended to represent any future time and there may be no notice or consultation with the individual lot Owners of this construction. Any street in this subdivision may be extended into the subdivision at any time and any street or portion of a street shown on this subdivision may be constructed or reconstructed in the future without consultation or notice to the Owners of the lots in the subdivision. 7. Any signage including lot and block numbers is subject to independent review. All signage must conform to county requirements and require separate sign permits.



ITEM REPORT

Board of Mayor and Aldermen

Date: July 30, 2026

Item #: 12.	First Reading - Ordinance #2026-16 - An Ordinance to Amend the Fiscal Year 2026-2027 Water and Sewer Fund Budget.		
Department:	Finance	Presented By:	Danielle Brown
Item Attachments:	1. Ordinance #2026-16		

Purpose:

This budget amendment will allocate funding in the 2026-2027 Fiscal Year Budget for the Sewer Master Plan.

Background:

During the budget process, the intention was to allocate funds for the Sewer Master Plan in the FY 2026-2027 budget. The project was inadvertently left off the final budget worksheets.

The city is proposing to enter into an agreement with LJA Engineering, Inc. to create this plan. The item is on the consent agenda for approval.

Due to the growth of La Vergne over the past several years, a new Sewer Master Plan is needed. This document is used for the following:

1. Coordinating and prioritizing sewer rehabilitation projects
2. Planning sewer extension projects
3. Providing timely and accurate sewer availability letters to developers
4. Working with Metro Water Services

Part of the contract with Metro Water Services (who takes and treats La Vergne's wastewater) includes La Vergne maintaining the sewer system in such a way as to keep infiltration from stormwater to predetermined limits. This plan is necessary to continue to do this in the most efficient manner possible.

This fee was not included in the original budget but was included in the FY 25-26 budget for \$300,000. The requested amount is significantly higher than the \$300,000 included in the FY 25-26 budget since it includes a great deal more flow monitoring and manhole inspections than previously assumed. These items will help the Public Works team to identify problem areas more quickly and assist in negotiations with Metro Water Services.

Financial Summary:

The budget amendment is for \$517,940, which should cover the contract ceiling cost for that project.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-16

AN ORDINANCE TO AMEND THE FISCAL YEAR 2026-2027 WATER AND SEWER FUND BUDGET.

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

The 2026-2027 Budget is hereby amended for the **Water and Sewer Fund** by providing for:

Increased Expenditures for account number:

413-52200-254 Sewer - Architectural, Engineering Services \$ 517,940

Decrease Fund Balance:

413-37840 Transfer from Fund Balance \$ 517,940

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.