

AGENDA

Board of Mayor and Aldermen

March 7, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: February 7, 2023 Public Hearing and February 7, 2023 Regular Meeting.
2. Presentations:
 - A. Certificates of Recognition - La Vergne High School Boys Basketball Team.
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-02** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on February 7, 2023.)
5. First Reading - **Ordinance #2023-03** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 18K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located near Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on February 7, 2023.)
6. Second Reading - **Ordinance #2023-04** - An Ordinance to Amend the Fiscal

Year 2022-2023 State Street Aid Fund Budget.

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

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

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

NEW BUSINESS

9. **Resolution #2023-05** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.
10. **Resolution #2023-06** - A Resolution to Write Off Water Department Bad Debts.
11. **Resolution #2023-07** - A Resolution to Support Restoring the Historic Revenue Sharing Relationship Between the State of Tennessee and its Local Governments and to Return the Local Share of the Single Article Cap to Local Governments.
12. Motion to Approve a Real Estate Purchase and Sale Agreement with Noon La Vergne MarketPlace, LLC to Purchase the Stormwater Building Located at 5175 Murfreesboro Road.
13. Motion to Approve an Agreement with Ralph Anderson and Associates for Recruitment Services for the Police Chief Position.
14. Motion to Award a Bid for the Construction of the Public Works and Community Development Services Facility.
15. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Construction Board of Adjustment and Appeals. (One term expired 1/31/23.)
 - C. Local Emergency Planning Committee. (Two terms are vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

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

Call to Order

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

Board Members Present

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

ORDER OF BUSINESS

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

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

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

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

No one spoke. The public hearing was declared closed.

ADJOURNMENT

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

Mayor

City Recorder

Approved: _____

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

CALL TO ORDER

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

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

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

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

2. Department Reports:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW BUSINESS

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

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

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

This motion was adopted following a roll-call vote.

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

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

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

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

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

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

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

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

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

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

The motion was adopted following a roll-call vote.

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

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

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

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

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

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

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

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

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

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

This motion was adopted following a roll-call vote.

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

12. Appoint or Remove Board / Committee Members:

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

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

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

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

MAYOR / ALDERMEN COMMENTS

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

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

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

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

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

ADJOURNMENT

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

Mayor

City Recorder

Approved: _____

LA VERGNE CRIME AND SAFETY ANALYSIS (FEBRUARY 2023)



PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT

2023 CALLS FOR SERVICE

Crime Type	February 2023	2023 YTD Total
Burglary	7	11
Theft from Motor Vehicle	4	13
Motor Vehicle Theft	6	16
Recovered Stolen Vehicle	3	10
Robbery	1	2
Assault	10	15
Domestic Assault	21	42
Verbal Domestic	32	64
Theft	29	37
Homicide	0	0
Overdoses	9	13
Overdose Deaths	0	0

BURGLARY

- 7 BURGLARIES IN FEBRUARY
 - 6 RESIDENTIAL BURGLARIES.
 - 1 BURGLARY AT A BUSINESS
 - OUTBUILDINGS SUCH AS SHEDS, TOOL SHEDS, GARAGES, ETC. ARE BEING COMMONLY TARGETED.
- ANALYST NOTE: RESIDENTIAL BURGLARIES WERE EVENLY DISPERSED ACROSS ALL ZONES. NO CLEAR TRENDS ARE PRESENT.

THEFT FROM MOTOR VEHICLES

- 4 INCIDENTS OF MOTOR VEHICLE BURGLARY IN FEBRUARY
 - 3 OF THE VEHICLES WERE LEFT UNLOCKED
 - 1 OF THE VEHICLES WAS FORCIBLY ENTERED VIA BROKEN WINDOW
- THREE OF THE INCIDENTS HAPPENED IN THE AREA BETWEEN HOLLAND RIDGE AND TOM HAILEY BLVD.
- A MAJORITY OF VEHICLE BURGLARIES OCCURRED IN THE LATE EVENING OR EARLY MORNING.
- CRIMINALS ARE TARGETING VEHICLES THAT ARE LEFT UNLOCKED.

MOTOR VEHICLE THEFT

- 6 MOTOR VEHICLE THEFTS WERE REPORTED IN FEBRUARY BY LA VERGNE RESIDENTS.
- THE LPD HAS RECOVERED 3 STOLEN VEHICLES IN THE SAME TIME FRAME.

OVERDOSES

- 4 LA VERGNE RESIDENT OVERDOSED IN FEBRUARY
- THANKFULLY, NO RESIDENTS ARE BELIEVED TO HAVE DIED AS THE RESULT OF AN OVERDOSE.

LPD ACTIVITY

OFFICER ACTIVITY

- 3,149 CALLS FOR SERVICE RESPONDED TO
- 669 TRAFFIC STOPS

ARRESTS

- 108 TOTAL ARRESTS
 - 11 WARRANT ARRESTS
 - 10 DOMESTIC VIOLENCE ARRESTS
 - 18 DUI ARRESTS
 - 15 DRUG VIOLATION ARRESTS

BLUE SENTINEL ACTIVITY

- IN FEBRUARY, BLUE SENTINEL SCANNED 1,785,346 LICENSE PLATES, RESULTING IN 4,753 ALERTS BEING ISSUED.
- ADDITIONALLY, BLUE SENTINEL HAS ALERTED THE LPD TO CRIMINAL ACTIVITY INCLUDING:
 - STOLEN VEHICLES
 - STOLEN LICENSE PLATES
 - MISSING PERSONS
 - WANTED PERSONS
- THE LPD HAS ALSO UTILIZED THE BLUE SENTINEL SYSTEM TO AID IN THE INVESTIGATION OF MULTIPLE CRIMINAL INCIDENTS, RESULTING IN ARRESTS AND CASE CLEARANCES.

TRAFFIC RELATED INCIDENTS

- 72 TOTAL CRASHES
 - 63 CRASHES RESULTING IN PROPERTY DAMAGE
 - 9 CRASHES WITH INJURIES
 - 10 PEOPLE INJURED
- HIGHEST AREAS OF CRASH FREQUENCY
 - WALDRON/MURFREESBORO ROAD INTERSECTION
 - INDUSTRIAL BLVD

City of La Vergne FIRE DEPARTMENT

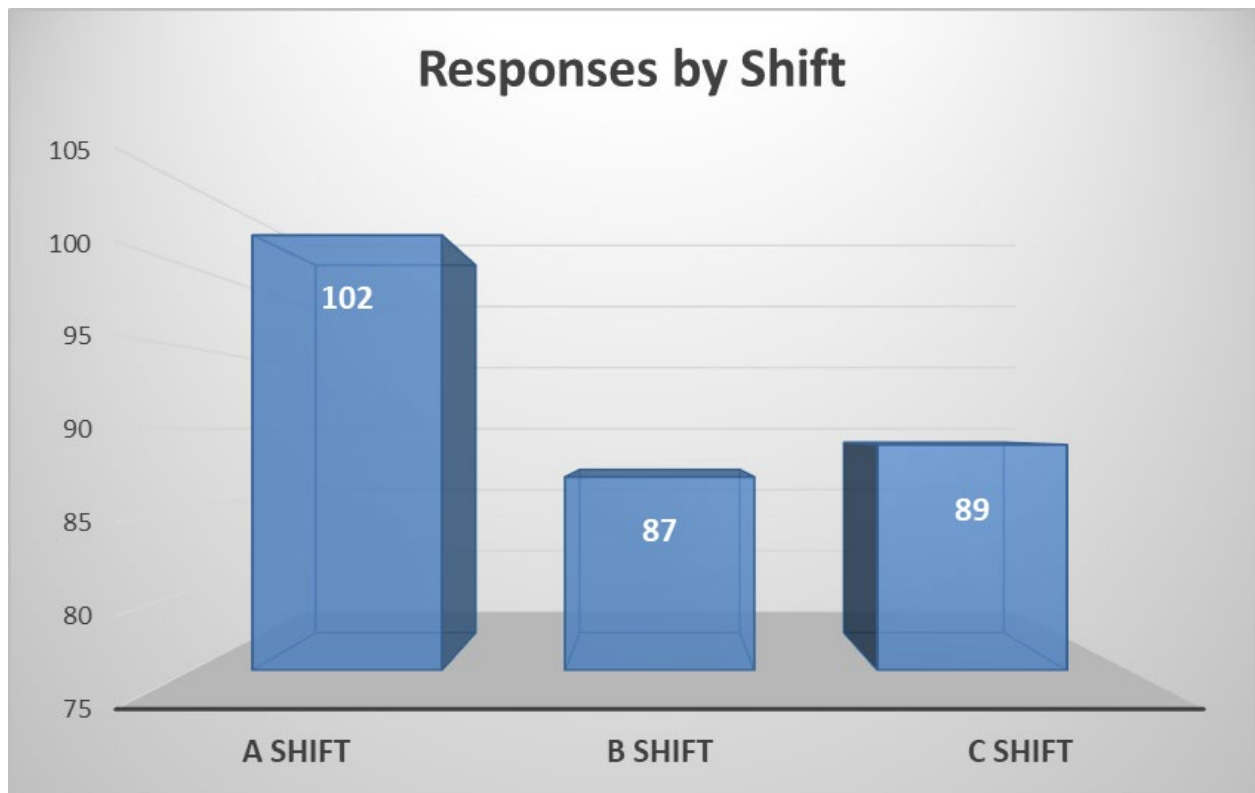
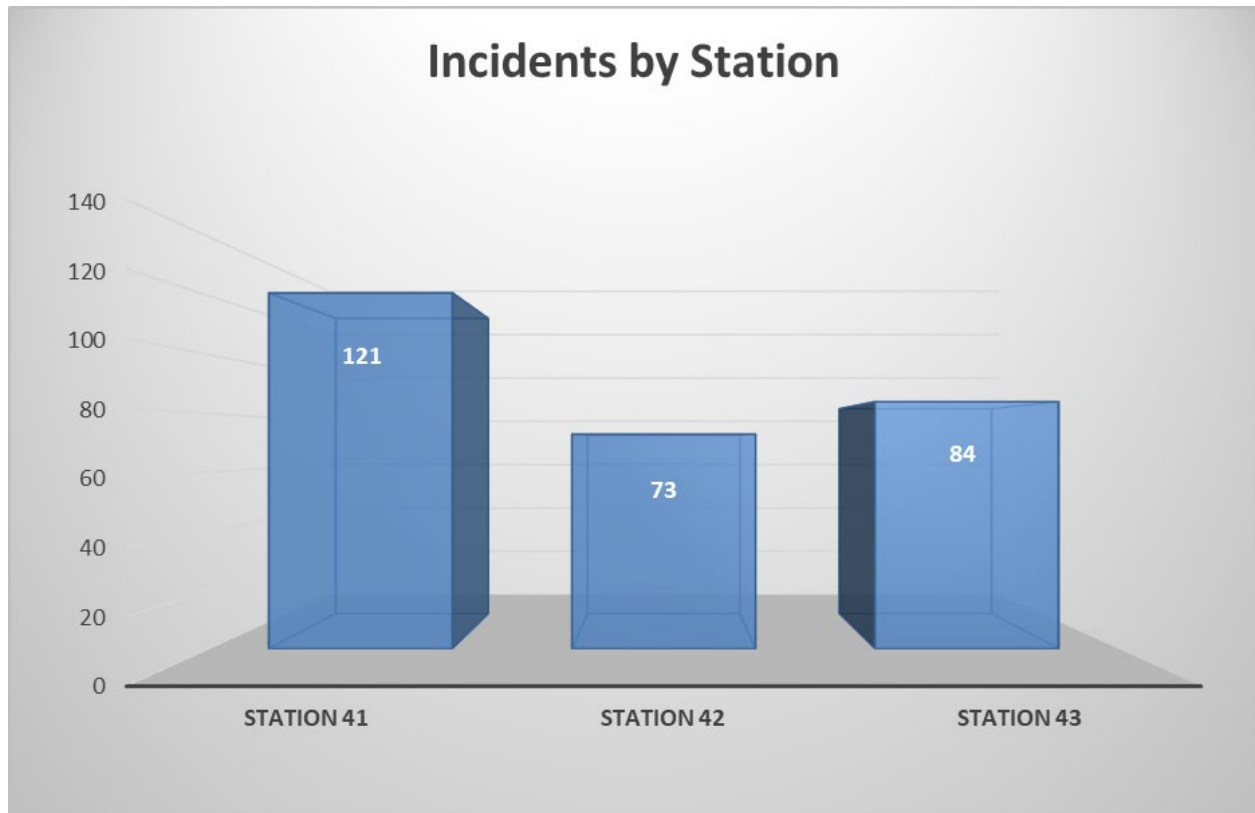
2023													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2022
Structure Fire	2	3											5
Fire Alarm	31	21											52
Vehicle Fire	1	2											3
Grass Fire	4	3											7
Haz-Mat	1	3											4
MVA's	28	23											51
Medical	225	211											436
Cancelled	1	4											5
Miscellaneous	12	8											20
Inspections	28	22											50
IROL Reports	6	5											11
Courtesy Insp.	84	197											281
COVID-19	2	3											5
Total	305	278											583

2022													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2021
Structure Fire	1	2	2	3	4	2	1	1	2	3	2	3	26
Fire Alarm	30	19	18	42	29	31	38	22	36	29	37	42	373
Vehicle Fire	3	1	2	4	3	4	2	0	3	1	1	1	25
Grass Fire	3	3	3	2	2	5	4	1	6	5	1	1	36
Haz-Mat	4	6	5	3	6	3	4	2	4	6	8	2	53
MVA's	26	27	32	31	34	32	37	29	25	25	28	25	351
Medical	234	188	231	207	213	219	232	248	240	251	226	229	2718
Cancelled	2	3	2	3	4	2	2	6	4	2	1	2	33
Miscellaneous	4	3	8	5	8	9	14	16	11	11	16	17	122
Inspections	18	15	19	13	17	7	15	14	12	15	19	9	173
IROL Reports							5	12	9	11	5	7	49
Courtesy Insp.	43	29	13	3	78	16	0	0	0	0	0	26	208
COVID-19	12	8	2	0	1	2	1	6	3	2	1	2	40
Total	307	252	303	300	303	307	334	325	331	333	320	322	3737

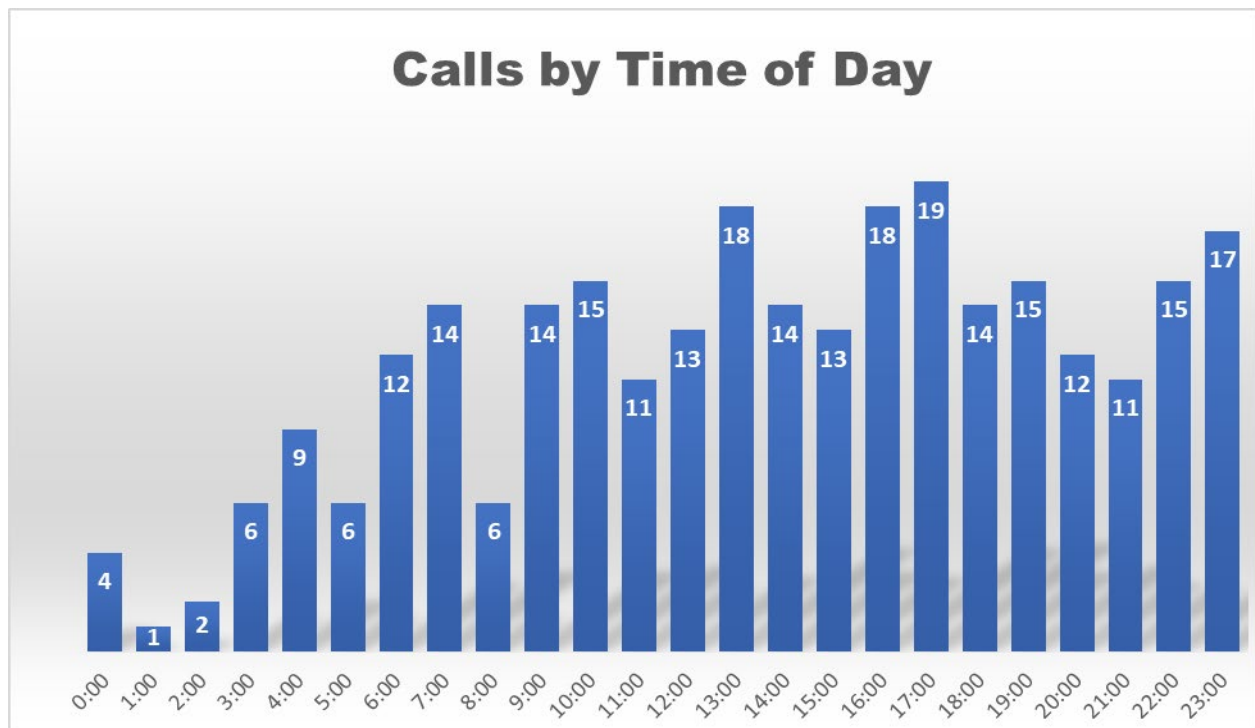
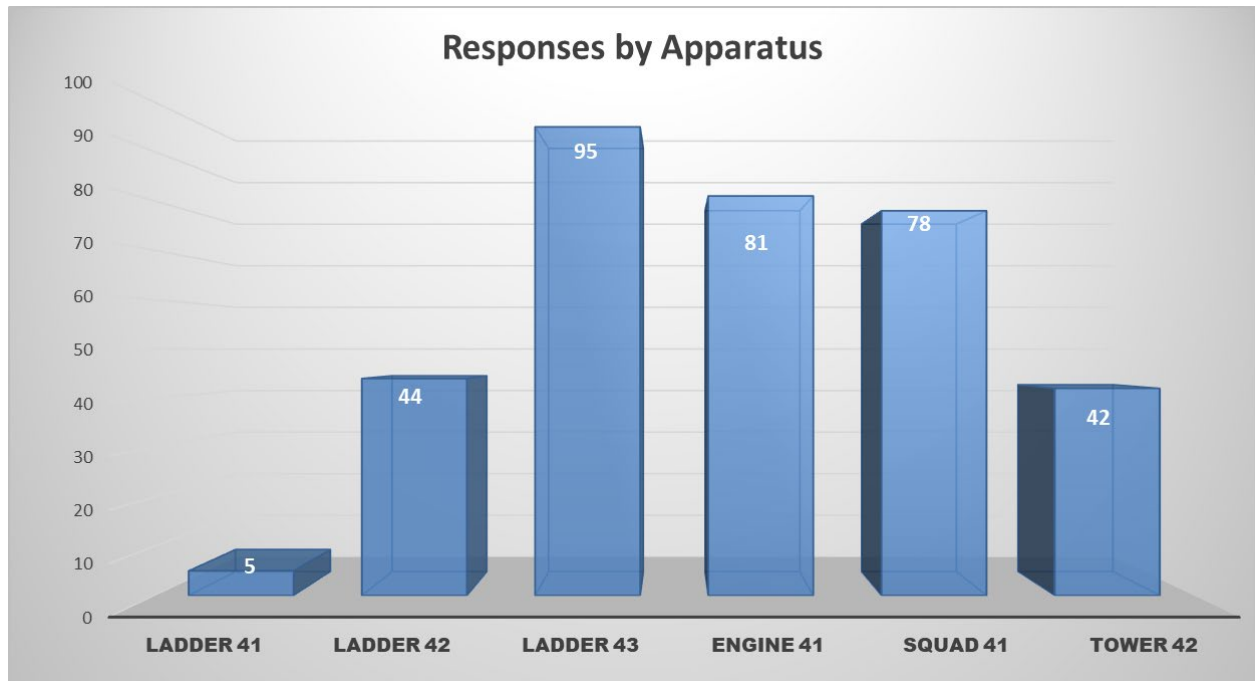
Response Times													
January	February	March	April	May	June	July	August	September	October	November	December	Average	
3:48	3:52											3:50	

Water Consumption in Gallons													
January	February	March	April	May	June	July	August	September	October	November	December	Total Gallons	
15,000	22,000											37,000	

City of La Vergne FIRE DEPARTMENT



City of La Vergne FIRE DEPARTMENT



La Vergne Parks & Recreation Dept

February 2023 Monthly Report

<u>PROGRAM</u>	<u>FREQUENCY</u>	<u>ATTENDANCE</u>	<u>REVENUE</u>
Multi-Purpose Bldg	9	1100	
Pavilions	0	0	
Deposits held			\$200.00
Rutherford Co Chamber			\$2,500.00
Veterans Flags			\$10.00
Dance Class			\$90.00
 Total Help Desk Ticket	 88		
Man Hours	616		
 Visitors in the Park		17,546	
	TOTAL	18,646	\$2,800.00
 Senior Total Visitors		620	
Senior Citizens Activities	30		
Senior Center Fundraiser		696	\$3,305.00
	GRAND TOTAL	19,962	\$6,105.00

Upcoming Events:

April 1st, 2023 - Easter Drive-Thru

Past Events:

None

Senior Center Past Events

February 10th, 2023 - Valentine's Dinner and Dance

February 15th, 2023 - Lunch at Arby's

February 24th, 2023 - Lunch at the Smyrna Town Center

Senior Center Upcoming Events:

March 17th, 2023 - Lunch at Cheddars

March 24th, 2023 - DMV, to add a star on Drivers license.

Upcoming Meetings:

March 20th, 2023 - Senior Center Advisory Committee Meeting - 4:30pm

March 20th, 2023 - Parks & Recreation Advisory Committee Meeting - 6:00pm

March 20th, 2023 - Historical Preservation Advisory Committee Meeting - 7:00pm

La Vergne Public Library

February 2023



Monthly Statistics	
Attendance	3,960
Circulation	3,135
New Patron Cards	88
Computer Usage	1,113

Ages birth to 99+ years	
Programs	23
Attendance	492

Hobo Road returns to the La Vergne Public Library for another hour of music
Saturday March 25, 2023
1:00 p.m.- 2:00 p.m.

Live Music **HOBOROAD**
 "A LITTLE MORE ROCK-N-ROLL-ISH"

Saturday March 25, 2023
 1:00 p.m. - 2:00 p.m.
 La Vergne Public Library



United Way of Rutherford
& Cannon Counties

VITA

(Volunteer Income Tax Assistance)

La Vergne Public Library
Every Friday & Saturday
Now – April 1st
9:00 a.m – 1:00 p.m
 (last appointment at 1:00 pm)

Appointments are preferred but a limited number of walk-ins will be accepted on availability during hours of operation.
[www.yourlocal uw.org/VITA](http://www.yourlocaluw.org/VITA)



Changes Coming to Medicaid (TennCare)

Representatives from Matthew Walker Comprehensive Health Care Center will be at La Vergne Public Library on Thursday, March 16th to assist the community with renewals for Medicaid / TennCare. This is a free service. No appointment necessary.

Discover more programs & resources at...

<http://catalog.lavergnetn.gov>

**CITY OF LA VERGNE
FINANCIAL SUMMARY
January 31, 2023**

**7 MONTHS
58.3% OF FISCAL YEAR**

GENERAL FUND

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>	<u>% of Annual Budget</u>
Revenues	19,328,360	18,813,688	32,252,036	59.9% of Budget Collected
Expenditures	<u>17,416,879</u>	<u>18,813,688</u>	<u>32,252,036</u>	54.0% of Budget Spent
<u>NET INCOME</u>	1,911,481	0	0	

LOCAL SALES TAX

FY 2022-2023	9,279,477	7,000,000	12,000,000	77.3% of Budget Collected
Same Period Last Year	8,204,882			

STATE STREET AID FUND

Revenues	831,368	674,913	1,156,994	71.9% of Budget Collected
Expenditures	<u>527,757</u>	<u>674,913</u>	<u>1,156,994</u>	45.6% of Budget Spent
<u>NET INCOME</u>	303,611	0	0	

STATE STREET AID:

Street Lighting, Road Maint	525,235	633,325	1,085,700	48.4% of Budget Spent
Capital Expenditures	<u>2,522</u>	<u>41,588</u>	<u>71,294</u>	3.5% of Budget Spent

TOTALS	527,757	674,913	1,156,994	45.6% of Budget Spent
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STORMWATER FUND

Revenues	819,657	1,084,323	1,858,839	44.1% of Budget Collected
Expenditures	<u>851,289</u>	<u>1,084,323</u>	<u>1,858,839</u>	45.8% of Budget Spent
<u>NET INCOME</u>	-31,631	0	0	

STORMWATER FUND

Operating Expenses	688,900	1,084,323	1,858,839	37.1% of Budget Collected
Capital Outlay	<u>162,389</u>	<u>0</u>	<u>0</u>	#DIV/0! of Budget Spent
TOTALS	851,289	1,084,323	1,858,839	45.8% of Budget Spent

WATER AND SEWER FUND

Revenues	13,777,848	8,092,168	13,872,288	99.3% of Budget Collected
Expenditures	<u>7,248,297</u>	<u>8,372,168</u>	<u>14,352,288</u>	50.5% of Budget Spent

OPERATING INCOME	6,529,552	-280,000	-480,000	
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Water Tap Fees Revenue	150,200	87,500	150,000	100.1% of Budget Collected
Sewer Tap Fees Revenue	<u>261,483</u>	<u>192,500</u>	<u>330,000</u>	79.2% of Budget Collected
Total Tap Fees Revenue	411,683	280,000	480,000	85.8%

<u>NET INCOME</u>	6,941,234	0	0	
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**CITY OF LA VERGNE
FINANCIAL SUMMARY
January 31, 2023**

CASH IN BANKS AND INVESTED

110	GENERAL FUND			\$	39,193,839
110	GENERAL FUND BOND PROCEEDS			\$	17,507,033
121	STATE STREET AID FUND			\$	2,122,298
122	SENIOR CITIZENS FUND			\$	142,834
123	SPECIAL REVENUE FUND (DRUG FUND)			\$	408,698
126	EQUITABLE SHARING FUND			\$	637,743
127	STORM WATER MANAGEMENT			\$	4,469,819
311	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)			\$	3,567,491
	ROAD IMPACT FEES:				
	RECEIVED 7-1-98 THRU	06/30/22	\$	11,851,471.90	
	RECEIVED 7-1-22 THRU	06/30/23	\$	630,648.88	
	TOTAL IMPACT FEES REC'D		\$	12,482,120.78	
	OTHER RECEIPTS/TRANSFERS		\$	847,835.01	
	TOTAL RECEIVED		\$	13,329,955.79	
	LESS: EXPENDED		\$	10,083,664.12	
	BALANCE		\$	3,246,291.67	
313	CAPITAL PROJECT FUND (PARKS & RECREATION)			\$	535,592
	PARK IMPACT FEES:				
	RECEIVED 7-1-98 THRU	6/30/2022	\$	2,310,991.44	
	RECEIVED 7-1-22 THRU	6/30/2023	\$	92,076.84	
	TOTAL IMPACT FEES REC'D		\$	2,403,068.28	
	OTHER RECEIPTS/TRANSFERS		\$	1,368,259.41	
	TOTAL RECEIVED		\$	3,771,327.69	
	LESS: EXPENDED		\$	3,320,955.20	
	BALANCE		\$	450,372.49	
321	POLICE IMPACT FUND			\$	640,566
	POLICE IMPACT FEES:				
	RECEIVED 7-1-98 THRU	6/30/2022	\$	1,114,831.57	
	RECEIVED 7-1-22 THRU	6/30/2023	\$	116,602.48	
	TOTAL IMPACT FEES REC'D		\$	1,231,434.05	
	OTHER RECEIPTS/TRANSFERS		\$	42,215.53	
	TOTAL RECEIVED		\$	1,273,649.58	
	LESS: EXPENDED		\$	633,083.74	
	BALANCE		\$	640,565.84	
322	FIRE IMPACT FUND			\$	166,004
	FIRE IMPACT FEES:				
	RECEIVED 1-1-21 THRU	6/30/2022	\$	139,173.90	
	RECEIVED 7-1-22 THRU	6/30/2023	\$	27,358.61	
	TOTAL IMPACT FEES REC'D		\$	166,532.51	
	OTHER RECEIPTS/TRANSFERS		\$	-	
	TOTAL RECEIVED		\$	166,532.51	
	LESS: EXPENDED		\$	528.81	
	BALANCE		\$	166,003.70	
413	WATER & SEWER FUND			\$	23,114,181
413	WATER & SEWER FUND ARPA			\$	9,996,455
413	WATER & SEWER CONSTRUCTION FUND			\$	666,983
511	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)			\$	301,783

**CITY OF LA VERGNE
FINANCIAL SUMMARY
January 31, 2023**

GENERAL FUND

	<u>Fiscal 21-22</u>	<u>Fiscal 22-23</u>	<u>Increase Decrease (-)</u>	<u>% of Total Actual Fiscal 21-22</u>	<u>% of Total Budget Fiscal 22-23</u>
Gross Revenues	18,634,767	19,328,360	\$693,593	56.9%	59.9%
Gross Expenses	<u>14,566,818</u>	<u>17,416,879</u>	<u>\$2,850,061</u>	55.4%	54.0%
NET INCOME	\$4,067,949	\$1,911,481	-\$2,156,468		

WATER/SEWER FUND

	<u>Fiscal 21-22</u>	<u>Fiscal 22-23</u>	<u>Increase Decrease (-)</u>	<u>% of Total Budget Fiscal 21-22</u>	<u>% of Total Budget Fiscal 22-23</u>
Gross Revenue	7,787,297	13,777,848	\$5,990,551	58.6%	99.3%
Gross Expenses	<u>6,901,007</u>	<u>7,248,297</u>	<u>\$347,290</u>	56.3%	50.5%
OPERATING INCOME	886,290	6,529,552	\$5,643,262		
W/S Tap Fees Revenue	<u>\$429,995</u>	<u>\$411,683</u>	<u>-\$18,312</u>	40.4%	85.8%
NET INCOME	\$1,316,285	6,941,234	\$5,624,949		

WATER/SEWER REVENUE COMPARISON

<u>Month</u>	<u>413-37110</u>		<u>413-37210</u>		<u>Cumulative</u>	<u>Percent</u>
	<u>Fiscal 2021-22</u>	<u>Fiscal 2022-23</u>	<u>Fiscal 2021-22</u>	<u>Fiscal 2022-23</u>	<u>Year To Date</u>	<u>Increase</u>
	<u>Water</u>	<u>Water</u>	<u>Sewer</u>	<u>Sewer</u>	<u>Increase</u>	<u>Decrease</u>
JUL	492,117	515,887	625,445	649,725	48,050	4.30%
AUG	496,688	488,893	612,509	627,285	55,031	2.47%
SEP	494,487	514,585	625,997	638,594	87,726	2.62%
OCT	453,838	513,144	591,554	645,154	200,632	4.57%
NOV	426,895	426,772	571,176	576,555	205,887	3.82%
DEC	412,831	424,133	574,960	591,398	233,627	3.66%
JAN	401,084	461,966	562,789	638,782	370,501	5.05%
FEB	414,679	0	576,645	0	-620,823	0.00%
MAR	429,241	0	573,824	0	-1,623,887	0.00%
APR	433,143	0	587,477	0	-2,644,508	0.00%
MAY	457,272	0	607,703	0	-3,709,483	0.00%
JUN	445,046	0	575,683	0	-4,815,086	0.00%
TOTAL YTD	5,357,321	3,345,380	7,085,763	4,367,492	7,712,872	

City of La Vergne, TN

February Monthly Report

March 7th, 2023



700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

March 7th, 2023

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

Dear Mr. Richardson:

Inframark is pleased to submit the February 2023 Operating Service Monthly Report. This report contains a comprehensive description of our Operation and Maintenance Services for the month.

Thank you for the opportunity to provide Operations and Maintenance Service to the City of La Vergne. To ensure we are providing material that is of value to you, please provide any questions or comments to me regarding this report.

Sincerely,

Daniel Campbell

Daniel Campbell
Project Manager
Inframark

Executive Summary

During the month of February 2023, the La Vergne water treatment plant treated a 121.812 million gallons of J. Percy Priest Lake water and delivered 101.932 million gallons. That equates to an average of 4.350 million gallons per day treated and 3.640 million gallons per day delivered to the community.

At the end of the month, High Service Pump #2 began vibrating and operating louder than normal. The pump was taken out of service and WASCON was contacted to come on site to inspect the pump and motor. At the time this report was written, WASCON has not inspected the pump, but an update will be given as soon as new information is gathered.

A meeting between the City, Inframark, MR Systems and Griggs and Maloney was held to discuss the Potassium Permanganate room portion of the SCADA project. It was concluded and agreed upon by the group to improve the current setup versus purchasing new equipment.

The annual Tier II report was completed by the deadline of March 1, 2023. Tier II is an annual federal report that is mandated for companies that store hazardous materials. This information is sent to a representative at the city, county, and state levels so they are aware of what type and amount of hazardous chemical is on site.

Inframark did not hire any new employees in February. The water plant is fully staffed.

On the Radar

Working with MR Systems, the City of La Vergne, and Griggs & Maloney on the SCADA upgrade Project

Relocation of the coagulant injection point

TDEC Sanitary Survey

Review of Flushing Program

Review of the Cross Connection Control Program

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that has been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the “Monthly Operating Report” (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for February 2023 is being compiled and will be submitted to TDEC no later than March 10th, 2023.
- Total Organic Carbon (TOC) percent removal for February 2023 was 46.40%; the requirement is 15%. That is 3.09 times more removal than required by state and federal regulations.
- Disinfection By Product (DBP’s) samples for Total Trihalomethanes (TTHM’s) and Halo Acetic Acids (HAA5’s) were taken in the month of February. These samples are taken on a quarterly basis.
- Distribution Fluoride sample was taken in the month of February. This sample is taken on a quarterly basis.
- Quarterly calibrations of the turbidimeters were completed in the month of February.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per a state approved sampling site plan. In February, we collected 42 samples. Of the 40 compliance samples, we had 0 total coliform positive samples. The system remains in compliance.

Plant Operations:

- The plant is currently treating 3.6 – 4.4 mgd through the plant
- Communication was lost to the Distribution System on February 2nd due to cold conditions; restored itself once temperature warmed up
- Quarterly filter inspections completed
- SCADA meeting at City Hall with city personnel, Inframark, MR Systems and Griggs and Maloney to discuss KMnO4 room; agreed to improve current setup
- Updated laboratory SOP’s
- New Fluoride pump ordered/installed so plant now has redundancy
- Filter #2 turbidimeter cleaned out and vial was replaced due to inaccurate turbidity readings
- High service pump #2 had abnormal vibration and sound while in service; taken offline and WASCON contacted to inspect pump/motor
- PALL unit ran to waste
- Completed annual Tier II Reporting that is due by March 1st every year.
- Process chemicals adjusted to optimize efficiency of treatment process
- Process and chemical pumps were rotated
- Continued to have SCADA challenges, with being kicked out, requiring logging back in, loss of data, and tank level communication

Flushing:

Inframark's annual flushing program ended on September 23rd; 557 hydrants and 86 blow offs were flushed for a total of 4,239,100 gallons.

Cross Connection Program:

- The following table shows what was completed in February:

Monthly Cross Connection Report 2/1/23 to 2/28/23			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	45	48	48
Re-survey's	25	25	25

Maintenance & Repair

- There were 102 total work orders assigned and 115 completed in the month of February.
- Lagoon cleaning completed on 2/22/23
- Carbon crane hoist failed annual inspection due to needing a new chain and the welds on the spread bar being insufficient; chain replaced, new spread bar purchased, and reinspection passed
- Potassium Permanganate feeder repaired; new auger and conditioning auger installed
- Meeting with Eaton to discuss findings from site visit; recommended replacing ATS at Intake and replacing main breaker at Intake with correctly sized breaker
- Repaired hose bibb in carbon room and by Plant #2 side entrance
- Repaired emergency light in maintenance shop
- Rebuilt spare polymer pump
- New electrical wiring was run to KMnO4 transfer pump
- Rebuilt vacuum pump on lagoon pump #2
- Replaced broken vacuum pump in Plant #1 and installed new pump
- Removed and cleaned both lagoon pumps

Customer Service

In January, we had three (3) customer complaints; one for no water to the house, one for low pressure, and one stating that her ice was causing drinks to become "slushy" and her "ice tea made with the water was gelatinous". For the complaint of no water to the house, the plant operator informed the customer to contact Public Works. After I heard about this, I re-educated the operator and let them know it is Inframark's responsibility to respond to this type of customer complaint. For the complaint about low water pressure, our inspector informed the customer that the pressure reducing valve (PRV) may be the cause of the issue and to have it looked at by a plumber. For the complaint about the water causing drinks to be "slushy" and "gelatinous", a sample was analyzed from the customer's home, per their request. All results were well within normal range and when the customer was contacted and informed of this, she felt that the issue may be caused by her water heater. She shared that there was a lot of sediment inside and planned to have it flushed.

For all complaints, water plant staff arrived on site, assessed the situation, communicated with the customer, and a follow up call was given (if needed) to each customer to see if the issue had been resolved. No further issues remain.

Financial Update

Caps	Month	Month Total	Monthly Budget	Remaining Balance
Maintenance Cap**	February	\$11,845.19	\$12,083.33	\$125,203.09

**The maintenance cap number for February is an estimate based upon forecasting. This number will be updated after month close.

Health & Safety

Health and Safety Report for the month of February 2023.

- We have gone 5,218 days (14.30 years) without a recordable or time lost injury.
- Safety Topics for this month were Active Shooter and Security Awareness.
- We had no safety issues in the month of February.

Personnel

Inframark did not hire any new employees in February. The water plant is fully staffed.

Community Involvement

- Tours are available by calling the plant at 615-793-6536 and making an appointment.
- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

Document	Page
February 2023 Monthly Summary	6
Organization Chart	7
Equipment Status Report	8 - 11

**City of La Vergne
Water Treatment Plant
INFRAMARK, LLC
Monthly Summary
February 2023**

Parameter	Standard		2022	2023*
Vol. Processed (Million gal.)			120.563	121.812
Vol. Delivered (Million gal.)			99.950	101.932
PALL Raw Filtrate (Million gal.)			0.000	0.000
PALL Finished Filtrate (Million gal.)			0.000	0.000
Average Day Finished Flow	MGD		3.570	3.640
Maximum Day Finished Flow	MGD		4.075	3.916
Minimum Day Finished Flow	MGD		3.179	2.988
CFE Water Turbidity (Avg)	<0.3 NTU		0.04	0.04
CFE Water Turbidity (Max)	<0.3 NTU		0.36	0.06
Raw turbidity (Max)	N/A		44.80	34.60
Iron (Max Fin)	0.3 mg/L		0.06	0.06
Manganese (Max Fin)	0.05 mg/L		0.039	0.048
Fluoride (Max Fin)	2.0 mg/L		0.77	0.90
Total Coliform	< 5%		0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L		1.32	1.67
Chemicals Used	Purpose	Unit	2022	2023*
Sodium Hypochlorite	Disinfection	lbs.	2,761	2,593
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,785	877
Fluorosilicic Acid	Fluoride	lbs.	516	823
Powered Activated Carbon	Taste and Odor	lbs.	3,927	4,750
Potassium Permanganate	Oxidation	lbs.	1,075	1,065
Polymer	Blanket Aid	lbs.	728.42	912.99
Aluminum Chlorohydrate	Coagulation	lbs.	36,050	43,565

Flushing Program	
No. Flushing Sites	2
Approx. Gallons Used	11,000

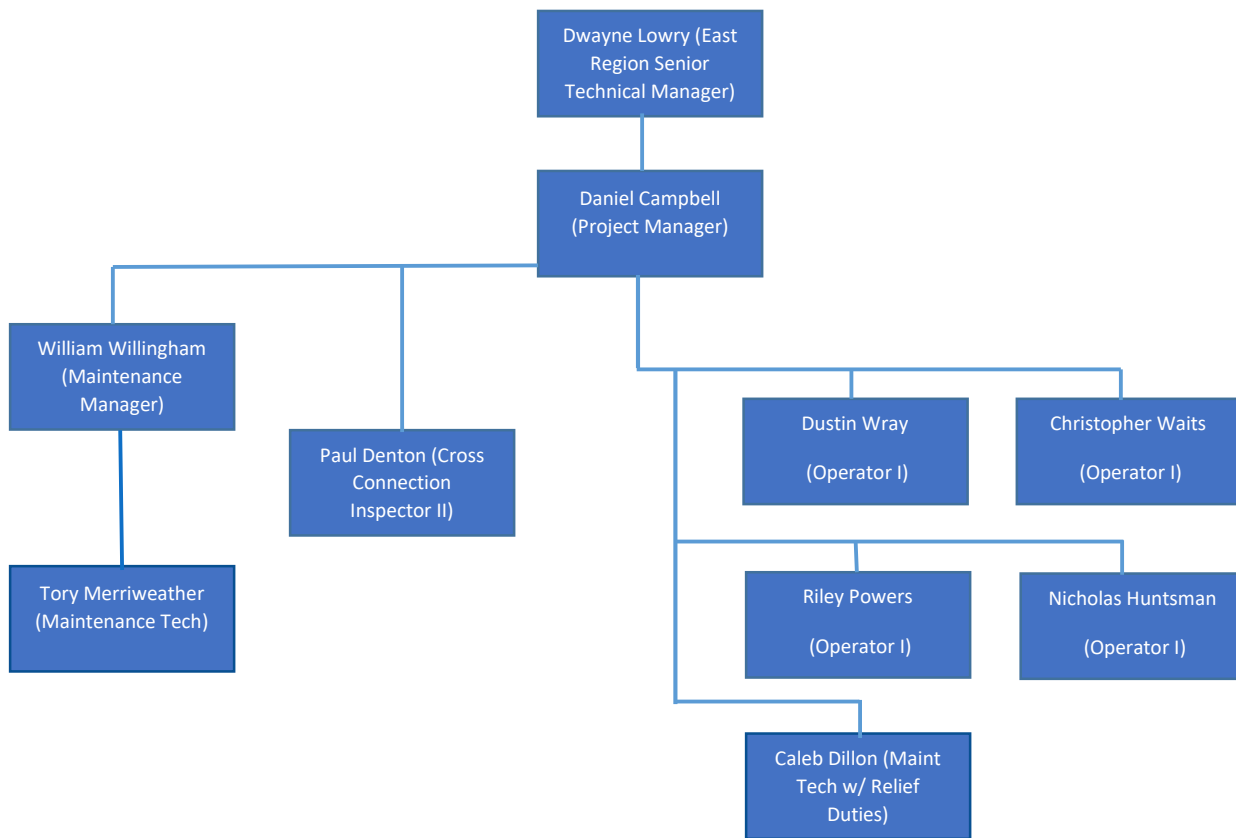
Maintenance for February	
Maintenance Jan 2023 - Current	\$ *11,845.19
Annual Maintenance Cap	\$ 145,000.00
Remaining Balance	\$ *125,203.09

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Membrane Unit
(Million gallons)
Reclaimed

*(Totals are an estimate for February 2023)

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: February

Date Updated: 3/1/23

Equipment is in service

In Service Equipment = 137/141 =
97.16%

Equipment is in service but in need of repair

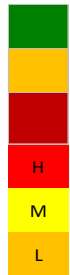
Prepared by: Daniel
Campbell

Equipment is out of service

Must be repaired within 1 week

Must be repaired within 6 months

Included as part of a capital improvement plan



Location/Process	Equipment	Condition	Repair Status	Criticality	Status
Intake/Influent	Intake Pump #1	In Service			
Intake/Influent	Intake Pump #2	In Service			
Intake/Influent	Intake Pump #3	In Service			
Intake/Influent	Raw water sample pump	In Service			
Intake/Influent	KMnO4 pump #1	In Service			
Intake/Influent	KMnO4 pump #2	In Service			
PLANT					
Outside/Influent	Raw water flow meter	In Service			
New side/Influent	Potassium Permanganate feeder	In Service			
New side/Influent	Polymer Pump #1	In Service			
New side/Influent	Polymer Pump #2	In Service			
New side/Influent	Polymer transfer pump	In Service			
New side/Influent	Polymer Mixing tank	In Service			
New side/Influent	Coagulant pump #1	In Service			
New side/Influent	Coagulant pump #2	In Service			
New side/Influent	Streaming Current Meter	Out of Service	Stopped working; power/circuit board issue; equipment is not necessary	L	
New side/Influent	Carbon Feeder	In Service			
New side/Influent	Carbon Feeder Motor	In Service			
New side/Influent	Air compressor	In Service			
Old side/Influent	Air compressor	Out of Service	Motor burned up; using PALL air compressor for Old Side	L	
New side/Influent	Flash Mixer	In Service			
Old side/Influent	Flash Mixer	In Service			
New side/Influent	Superpulsator #3	In Service			
New side/Influent	Superpulsator #4	In Service			
Old side/Influent	Superpulsator #1	In Service			
Old side/Influent	Superpulsator #2	In Service			
Old side/Influent	Superpulator #1 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #1 blowdown valve #2	In Service			
Old side/Influent	Superpulator #2 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #2 Blowdown valve #2	In Service			

New side/Influent	Superpulator #3 Blowdown valve #1	In Service			
New side/Influent	Superpulator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulator Vacuum Pump #1	In Service			
New side/Influent	Superpulator Vacuum Pump #2	In Service			
New side/Influent	Superpulator Vacuum Pump Spare	In Service			
Old side/Influent	Superpulator Vacuum Pump #1	In Service			
Old side/Influent	Superpulator Vacuum Pump #2	In Service			
Old side/Influent	Superpulator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			

New Side/Effluent	Finished Turbidity Meter	In Service			
Old Side/Effluent	Backwash Valve #1	In Service			
Old Side/Effluent	Backwash Valve #2	In Service			
Old Side/Effluent	Backwash Valve #3	In Service			
Old Side/Effluent	Backwash Valve #4	In Service			
New Side/Effluent	Backwash Valve #5	In Service			
New Side/Effluent	Backwash Valve #6	In Service			
New Side/Effluent	Backwash Valve #7	In Service			
New Side/Effluent	Backwash Valve #8	In Service			
Old Side/Effluent	Rewash Valve #1	In Service			
Old Side/Effluent	Rewash Valve #2	In Service			
Old Side/Effluent	Rewash Valve #3	In Service			
Old Side/Effluent	Rewash Valve #4	In Service			
New Side/Effluent	Rewash Valve #5	In Service			
New Side/Effluent	Rewash Valve #6	In Service			
New Side/Effluent	Rewash Valve #7	In Service			
New Side/Effluent	Rewash Valve #8	In Service			
Old side/Influent	Supplemental backwash pump	In Service			
Old side/Influent	Bleach Pump #1	In Service			
Old side/Influent	Bleach Pump #2	In Service			
Old side/Influent	Bleach Pump #3	In Service			
Old side/Influent	Phosphate Pump	In Service			
Old side/Influent	Fluoride Pump #1	In Service			
Old side/Influent	Fluoride Pump #2	In Service			
New side/Influent	Spare Air Compressor #1	In Service			
New side/Influent	Spare Air Compressor #2	In Service			
New side/Influent	Spare Air Compressor #3	In Service			
Outside	WTP Emergency Generator	In Service			
Effluent	High Service Pump #1	In Service			
Effluent	High Service Pump #2	Out of Service	Out of Service due to abnormal noise; Wascon will be out to investigate	H	
Effluent	High Service Pump #3	In Service			
Effluent	High Service Pump #4	In Service			
Effluent	High Service Pump #5	In Service			
Effluent	Finished Flow Meter	In Service			
Effluent	CL17 - CFE	In Service			
Effluent	CL17 - FIN	In Service			
Effluent	High Service Valve #1	In Service			
Effluent	High Service Valve #2	In Service			
Effluent	High Service Valve #3	In Service			
Effluent	High Service Valve #4	In Service			

Effluent	High Service Valve #5	Emergency Use Only	Can be operated manually; programming of PLC lost and will be repaired during SCADA upgrade	M	
Lagoon	Pump #1	In Service			
Lagoon	Pump #2	In Service			
Electrical building	High Service Pump VFD #1	In Service			
Electrical Building	High Service Pump VFD #2	In Service			
Electrical Building	High Service Pump VFD #3	In Service			
Electrical Building	High Service Pump VFD #4	In Service			
Electrical Building	High Service Pump VFD #5	In Service			
Electrical Building	Harmonic Correction Unit	In Service			
LAB					
Lab	Turbidimeter TU5200	In Service			
Lab	Turbidimeter TU5200	In Service			
Lab	DR3900	In Service			
Lab	Fluoride Probe	In Service			
Lab	Pocket Chlorimeter	In Service			
Lab	pH/Fluoride Meter	In Service			
Lab	PH Probe	In Service			
Lab	Chemtrac Chemical Analyzer	In Service			
Lab	Refrigerator	In Service			
Lab	Incubator	In Service			
Lab	Flouresent Analyzer	In Service			
PALL					
PALL	Air Compressor	In Service			
PALL	Influent Pump	In Service			
PALL	Effluent Pump	In Service			
PALL	Membrane Unit	In Service			
PALL	Bleach Pump	In Service			
PALL	Control Valves	In Service			
PALL	Water Heater	In Service			
PALL	Raw Turbidity Meter	In Service			
PALL	Finished Turbidity Meter	In Service			
PALL	Chlorine probe analyzer	In Service			
PALL	pH Probe	In Service			



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2023-02

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

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

ORDINANCE #2023-02

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

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

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

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

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

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

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

REZONING REQUEST APPLICATION

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

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

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

Date Submitted: 11-28-2022

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

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

Name: Matt Taylor Phone #: 6158907901

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

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

City: Murfreesboro State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

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

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

Project Name: 237/245 Chaney Blvd

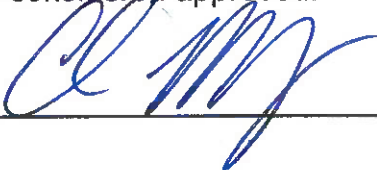
Project Address: 237/245 Chaney Blvd

Existing Land Use: Residential

Proposed Land Use: Townhomes

Total Acreage of Project / Rezoning: 4.3

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

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

Certification Statement

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

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

[Signature]
Signature

3/30/22
Date

CHRISTOPHER Kopley
Printed Name and Title

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

[Signature]
Notary Signature

3/30/2022
Date



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

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

For Staff Use Only

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

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

Project Name: 237/245 Chaney Blvd _____

Project Address: 237/245 Chaney Blvd _____

Land Use Existing: Residential _____

Land Use Proposed: Townhomes _____

Existing Zoning District A _____

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

Check one or more of the following:

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

*These requests require an additional application form.

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

Environmental Constraints on Site?

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

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

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

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

Attorney (if applicable) Print Name _____

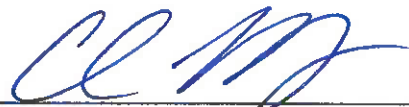
Address _____ **Zip Code** _____

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

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

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

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

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

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

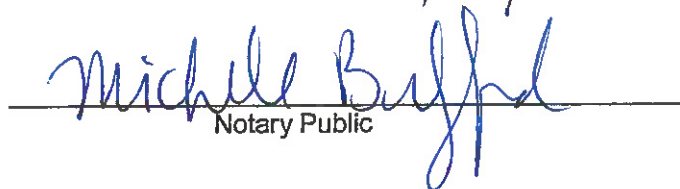
I (We), ~~Joe Boner~~ Sarah Boner, as property owner(s), hereby grant permission
Property Owner(s) Names(s)
to Kepley Properties, LLC to represent our interests in an application to
Applicant(s) Name(s)
be filed with the City of LaVergne, TN. Planning Commission & BOMA
Appropriate Committee
for the purpose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

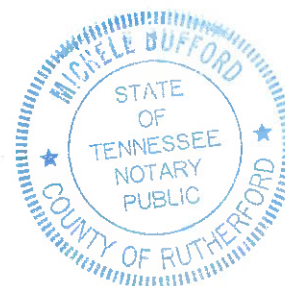

Property Owner

Property Owner

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

My Commission Expires: 11/22/2025


Notary Public



November 28, 2022

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

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

Dear Mr. Logan,

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

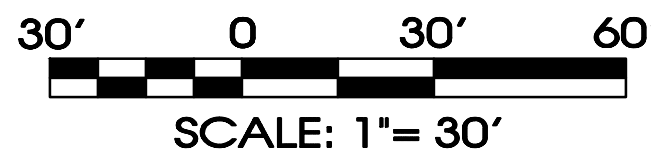
This rezoning will allow for Kepley Properties, LLC to construct a townhome project at this location, a concept plan is included with this submittal. This parcel is currently zoned Agriculture(A) and is identified as Parcel 10.00 & 11.00 of Tax Map 28 and we are seeking to rezone 4.3 acres to R-3. Properties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

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

Sincerely,



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



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

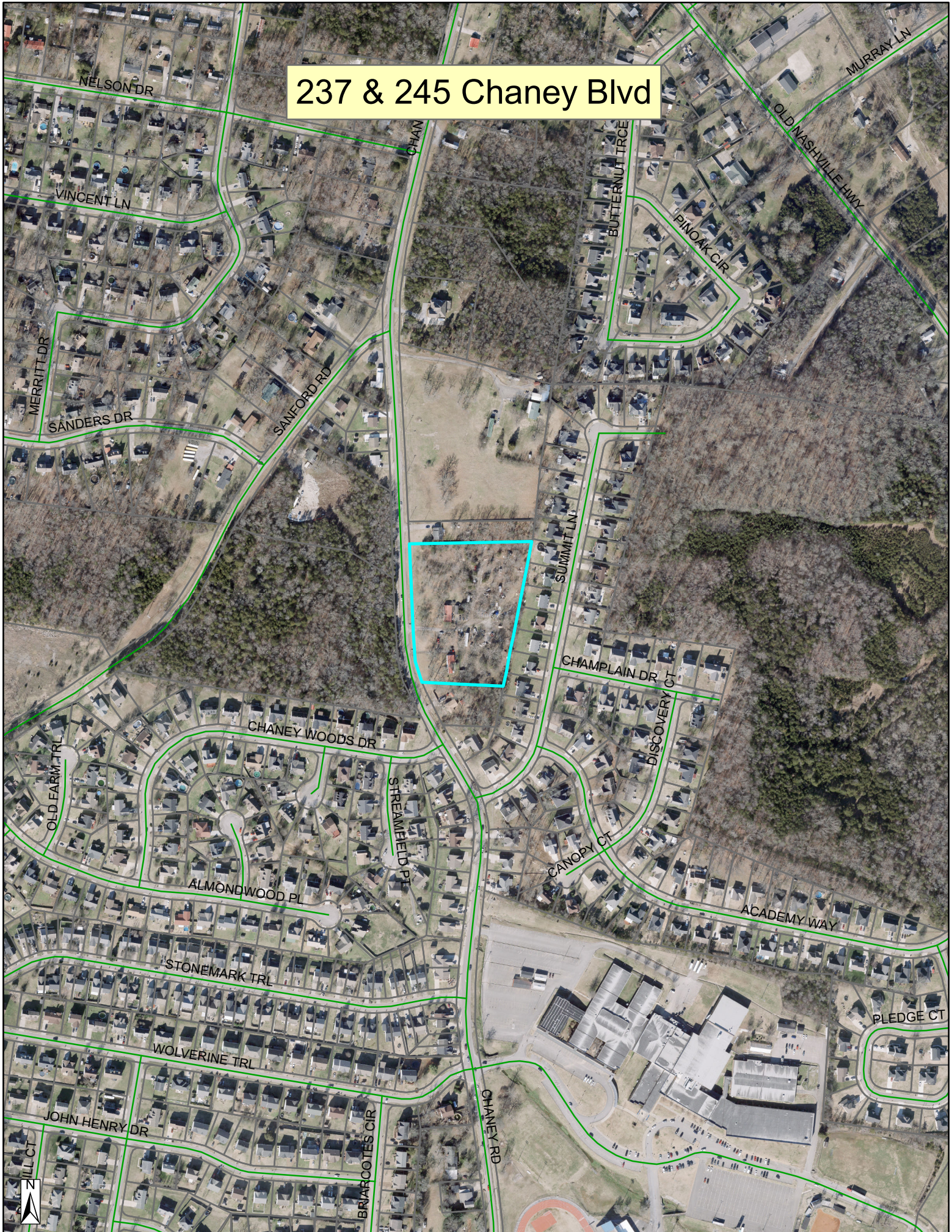
Date	Time	Location	Weather	Temperature	Humidity	Wind Speed	Wind Direction	Remarks

[illegible]

237 & 245 Chaney Blvd



237 & 245 Chaney Blvd



237 & 245 Chaney Blvd





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Planning

Presented By: Bo Logan

Item Attachments:

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

Summary:

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

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

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



LUMBER COMPANY

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

March 1, 2023

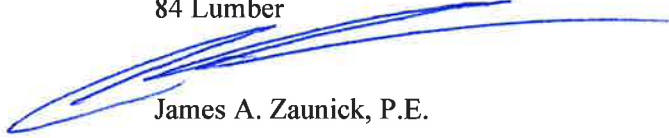
Bruce Richardson, City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne TN

Re: 84 Lumber
Rezoning

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

Sincerely,

84 Lumber



James A. Zaunick, P.E.

ORDINANCE #2023-03

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

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

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

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

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

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

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

REZONING REQUEST APPLICATION

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

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

Request No. ZR-2022-04

(Assigned by the City Recorder)

Date Submitted: 11/28/2022

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

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

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

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

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

City: MURFREESBORO State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

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

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

Project Name: 84 LUMBER

Project Address: WHEELER STREET

Existing Land Use: VACANT

Proposed Land Use: STORAGE/PRODUCTION

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

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

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

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

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

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

Project Name: 84 LUMBER

Project Address: WHEELER STREET

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

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

Existing Zoning District LIGHT INDUSTRIAL (I-1)

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

Check one or more of the following:

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

*These requests require an additional application form.

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

Environmental Constraints on Site?

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

Engineer/Designer (if applicable) Print Name BRIAN GROVER

Address 850 MEADOWS HW BLVD Zip Code 37129

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

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

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

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

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

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

Certification Statement

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

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


Signature

11-23-22

Date

Jim Zaunick ASSIST Secretary
Printed Name and Title

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



11/23/2022

Date

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

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

SEC, Inc.

SITE ENGINEERING CONSULTANTS

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

December 15, 2022

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

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

Dear Mr. Logan,

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

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

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

Sincerely,



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



LUMBER COMPANY

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

December 15, 2022

City of La Vergne
5093 Murfreesboro Road

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

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

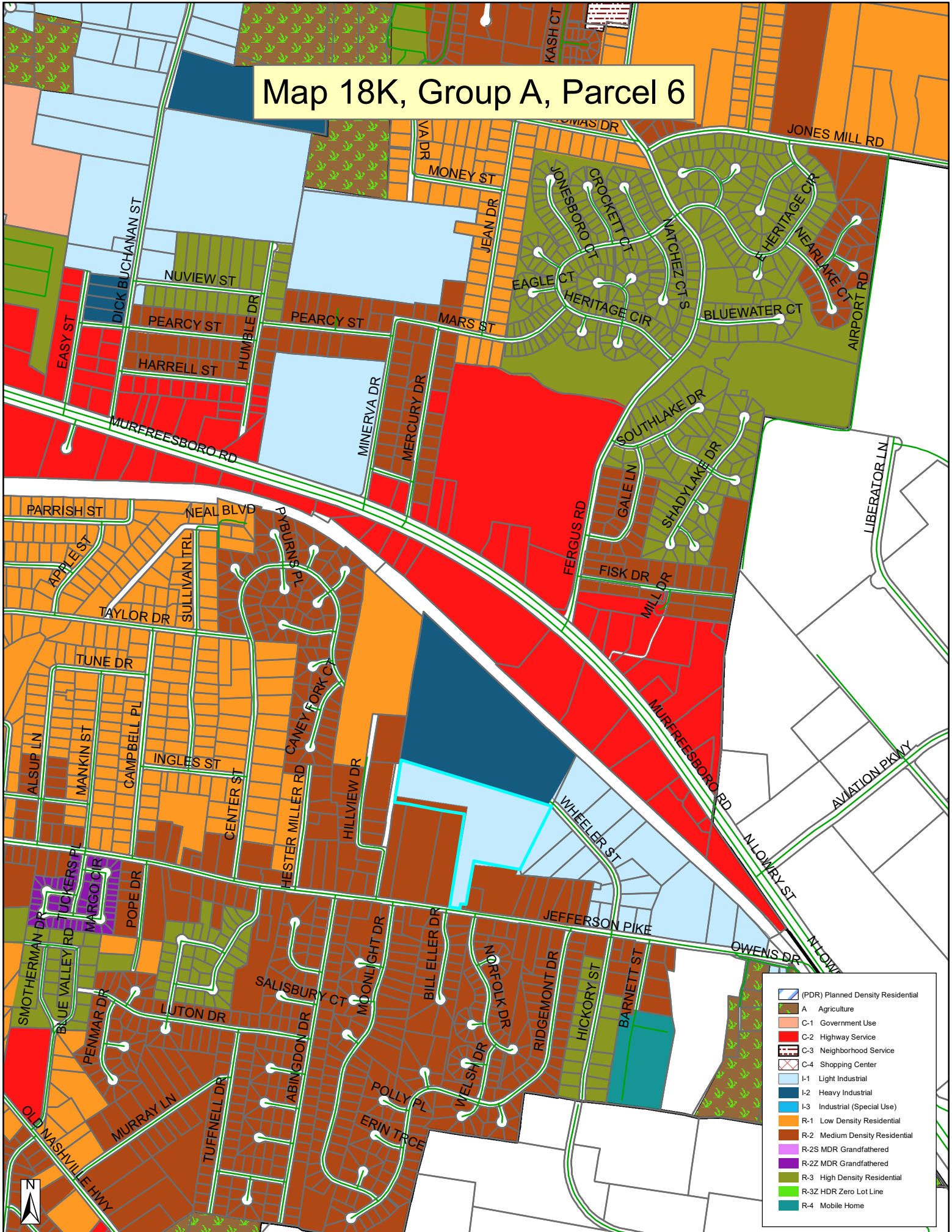
Sincerely,
84 Lumber

James A. Zaunick, P.E.

Map 18K, Group A, Parcel 6



Map 18K, Group A, Parcel 6



February 2, 2023

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

Mr. Richardson:

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

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

Sincerely,



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



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2023-04

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval

ORDINANCE #2023-04

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

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

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

Increased Expenditures for account number:

121-43100-268	Repair & Maintenance Roads	\$	800,000
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Decrease Fund Balance:

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Finance

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-05

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends that this ordinance be denied on second reading.

ORDINANCE #2023-05

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

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

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

Increased Expenditures for account number:

110-41810-378	City Hall - Employee Relations	\$	12,000
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	12,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

Item Title: State Contract Purchase - Microsoft Software Licensing Renewal.

Department: Information Technology

Presented By: Glenn Green

Item Attachments:

1. City of La Vergne - MS Signature Form
2. City of La Vergne Enterprise Enrollment Form
3. City of La Vergne M97 Amendment 12122022
4. City of Lavergne EA Renewal Final PSF 12102022
5. US_QUOTE_3000141679969.1

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

Program Signature Form

MBA/MBSA number

01E73803

5-0000009476536

Agreement number

8294606

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

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

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

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

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

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

* indicates required field

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

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

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

** indicates required field*

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

** indicates required field*

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

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

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

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

8294606

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

8294606

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

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

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

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

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

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

Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Order requirements.

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

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

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

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

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

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

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

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

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

3. Pricing.

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

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

4. Payment terms.

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

5. End of Enrollment term and termination.

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

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

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

c. If Enrolled Affiliate elects not to renew.

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

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

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

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

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

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

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

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

6. Government Community Cloud.

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

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

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

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



Enrollment Details

1. Enrolled Affiliate's Enterprise.

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

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

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

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

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

2. Contact information.

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

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

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

Contact name* First Glenn **Last** Green

Contact email address* ggreen1@laveragnetn.gov

Street address* 5093 Murfreesboro Road

City* La Vergne

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

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

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

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

Language preference. Choose the language for notices. English

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

** indicates required fields*

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

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

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

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

** indicates required fields*

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

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

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

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

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

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

3. Financing elections.

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

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

Amendment to Contract Documents

Enrollment Number

5-0000009476536

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

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

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

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

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

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

Microsoft Internal Use Only:

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

1267677.004

Enrollment Number

Language: English (United States)

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

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

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

Enrolled Affiliate's Product Quantities:

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

Enrolled Affiliate's Price Level:

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

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

D

Notes

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

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

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

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

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

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

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



A quote for your consideration

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

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

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

Message from your Sales Rep

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

Regards,
Alex Silva

Shipping Group

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

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

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

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

Total:	\$95,003.35
--------	-------------

Shipping Group Details

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

			Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT		\$0.00	312	\$0.00
GCC SUB				
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT	AC389446	-	312	-
GCC SUB				

			Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC		\$19.47	112	\$2,180.64
CORELIC				
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC	AC389463	-	112	-
CORELIC				

			Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES		\$34.41	81	\$2,787.21
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	AC425378	-	81	-

			Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES		\$147.92	2	\$295.84
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	AC425379	-	2	-

			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER		\$201.31	220	\$44,288.20
USR ALL LANG				
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC	AC425380	-	220	-
PER USR ALL LANG				

			Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL		\$58.41	16	\$934.56
LNG				
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL	AC425377	-	16	-
LNG				

			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER		\$237.06	92	\$21,809.52
ALL LANG				
Contract # C000000006563				

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

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

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



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Information Technology

Presented By: Glenn Green

Item Attachments:

1. CDWG Quote
2. Purchase_Requisition

Summary:

Approve purchase of 35 new computers for the library.

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.



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

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

GLENN GREEN,

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

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

Convert Quote to Order

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

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

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

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



Sales Contact Info

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

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

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

Why finance?

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

General Terms and Conditions:

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

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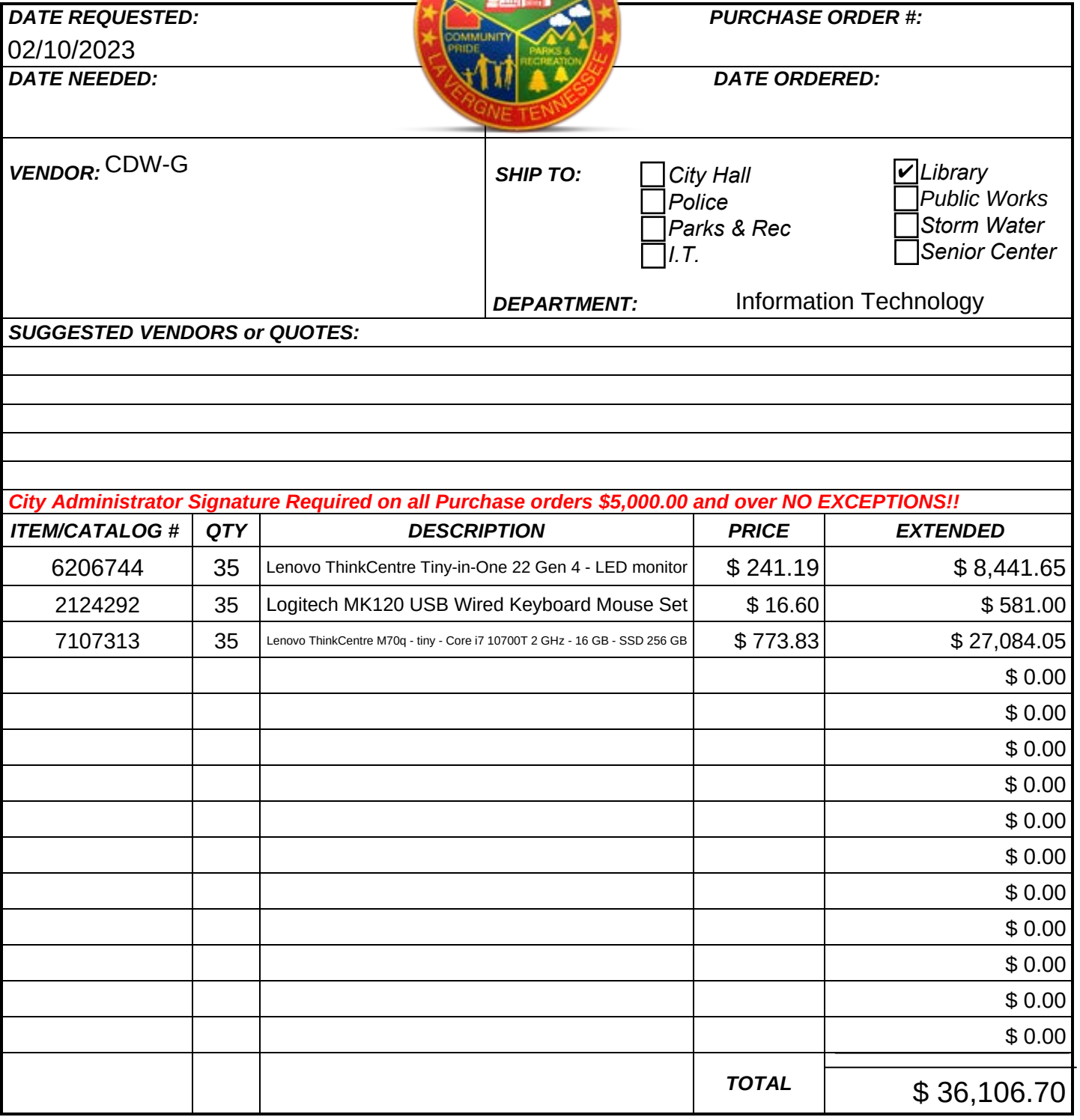
Call 800.800.4239

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

For more information, contact a CDW account manager

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REQUESTOR: Glenn Green	ACCOUNT #: 110-44800-312	DEPARTMENT HEAD: Glenn Green
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Computers for Tennessee State Library grant. Sourcewell contract.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Engineering

Presented By: Kyle Brown

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

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

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

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

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

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

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

Task 11 – Right of Way Acquisition Services

Task 11.1 – Exhibits and Descriptions

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

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

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

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

Task 11.1 - \$56,300

Total Fee - \$56,300

ACCEPTED:

CITY OF LA VERGNE

KIMLEY-HORN AND ASSOCIATES, INC.

_____ 

BY: _____

BY: Christopher D. Rhodes

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 02/28/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Sewer

Presented By: Kyle Brown

Item Attachments: 1. Industrial Blvd Sewer Expansion CO 2

Summary:

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

Background Information:

The City awarded the bid to Isinguard Construction Group, Inc for the work associated with the Industrial Boulevard Sewer Expansion at the September 6, 2022 meeting. The bid amount approved was \$1,540,026.00. Change Order #1 added \$16,230 to the contract price to change the type of pipe for the project. Please see attachment 1 for a detailed description of the changes in Change Order #2.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

CHANGE ORDER

Order No. Two (2)

Date: February 8, 2023

Agreement Date: September 26, 2022

NAME OF PROJECT: Industrial Boulevard Sewer Expansion

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Isinguard Construction Group, Inc

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

Change to Contract Price

Original Contract Price \$ 1,540,026.00

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

The Contract Price due to this Change Order will be

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

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

Change to Contract Time

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

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

Justification

Due to the ability to obtain the pumps for the pumpstation it is requested that a time extension

be granted for 42 days. Looks that Pumps will not be in until first week in April.

Accepted by: David R. Eathorpe 02/08/2023

(Contractor) (Date)

Recommended by: James H. Moore 2/21/23

(Engineer) (Date)

Ordered by: _____

(Owner) (Date)

Industrial Blvd Change Order 2 - 2/121/2023

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

Change Order Number 2 Attachment 1

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

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

Making an increase of \$60,423.90



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Agreement

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

CLIENT PROJECT SERVICES AGREEMENT

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

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

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

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

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

CLIENT PROJECT SERVICES AGREEMENT

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

CLIENT

Firm name: _____

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: _____ Telephone no.: _____

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

E-mail address: _____ Cell no.: _____

CONSULTANT

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

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

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

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



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

Item Title: **Resolution #2023-05** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-05

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-05

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

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

Section 1. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

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

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

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

Resolved this the 7th day of March, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

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

Interior Details:

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

Exterior Details:

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

Sale Information:

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

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____

















CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

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

Working Condition:

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

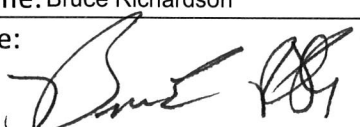
Hazardous Material:

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

Sale Information:

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

Department Information:

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

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____







AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Resolution #2023-06

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-06

A RESOLUTION TO WRITE OFF WATER DEPARTMENT BAD DEBTS.

WHEREAS, The City of La Vergne Water Department has multiple water accounts that are past due and are listed as uncollectible; and

WHEREAS, various efforts have been made in the past to collect on these accounts; and

WHEREAS, the City of La Vergne needs to write off these bad debts that total \$106,274.29.

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

SECTION 1: That the accounts listed in Exhibit A be written off as bad debts. Exhibit A shall be attached to this Resolution and shall be made a part of this resolution as though copied herein.

SECTION 2: That this resolution shall take effect from and after its passage, the welfare of The City of La Vergne requiring it.

Resolved this the 7th day of March, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

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

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

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

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

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

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

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

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

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



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

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

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Resolution #2023-07

Summary:

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

Background Information:

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

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

If this legislation is approved by the State, it would generate more funds for the City of

La Vergne. The state shared sales tax revenue increase from FY 2021-2022 for the City of La Vergne would have been approximately \$714,062.35.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolved this the 7th day of March, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

Item Title:	Motion to Approve a Real Estate Purchase and Sale Agreement with Noon La Vergne MarketPlace, LLC to Purchase the Stormwater Building Located at 5175 Murfreesboro Road.
Department:	City Attorney
Presented By:	Evan Cope
Item Attachments:	1. PSA - Noon La Vergne Marketplace - 5175 Murfreesboro Road 2. Conceptual Layout 3. Conceptual Layout - Aerial

Summary:

This is an item to approve a proposed real estate purchase and sale agreement with Noon La Vergne Marketplace, LLC to purchase the current Stormwater Building.

Background Information:

At the September 2021 meeting, the Board approved a Resolution authorizing the Mayor to enter into a contract for the sale and lease of the Stormwater Building located at 5175 Murfreesboro Road. A letter of intent from D7-5, LLC was approved, but that agreement was eventually terminated by the buyer. Since that time, negotiations have occurred between the city and Noon Real Estate for the purchase of this property.

The proposed purchase price from Noon La Vergne Marketplace, LLC is \$925,000. An appraisal that the city completed in September 2021, put the value of that property at \$950,000. The Rutherford County Property Assessor's Office has this property valued at \$1,100,700. As a part of this sale, there will also be a lease

agreement so the city offices in that building can remain there during the lease term.

The Contract:

The city attorney has been working with the buyer on the purchase contract since October, 2022.

The city attorney has approved the form of the contract except for Section 11(a). That section provides that in the event of a default by the city, the Buyer can terminate the agreement and require the city to pay up to \$65,000 of its out-of-pocket costs and expenses within 30 days of Buyer's demand.

Financial Summary:

The proposed selling price is \$925,000, which would be earmarked to go toward the construction of the new Public Works and Community Development Services Facility. Additionally, the lease contains various financial obligations that should be considered.

Staff Recommendation:

While the city attorney does not approve Section 11(a) as to form, it is ultimately up to the BOMA to decide whether to enter into the contract.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made to be effective as of _____, 2023 (the “**Effective Date**”), by and between **THE CITY OF LA VERGNE**, Tennessee (“**Seller**”), and **NOON LA VERGNE MARKETPLACE, LLC**, a Tennessee limited liability company, or its permitted assigns (“**Buyer**”).

WITNESSETH:

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property (as defined below), and the parties desire that the terms and conditions for such sale and purchase shall be memorialized herein.

NOW, THEREFORE, in consideration of the premises above, the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **PROPERTY:** Seller agrees to sell and convey unto Buyer, and Buyer agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, that certain property containing approximately .7438 acre(s) of land known as tax parcel no. 015 002.01 located at 5175 Murfreesboro Rd in Lavergne, Rutherford County, Tennessee, as more particularly described on **Exhibit A** attached hereto and incorporated herein, together with all right, title and interest, if any, of Seller, in and to all easements benefitting such property, all improvements thereon and all other rights and appurtenances belonging or in any way pertaining thereto (collectively, the “**Property**”).

2. **PURCHASE PRICE:** The purchase price for the Property (the “**Purchase Price**”) shall be NINE HUNDRED TWENTY FIVE THOUSAND and 00/100 Dollars (\$925,000).

3. **DEPOSIT:** Within seven (7) days after the Effective Date, Buyer shall deposit the sum of FIVE THOUSAND and 00/100 Dollars (\$5,000.00) (the “**Deposit**”) with a title company or other escrow agent of Buyer’s choosing (the “**Escrow Agent**”).

(a) The parties hereto covenant and agree that in performing any of its duties under this Contract, Escrow Agent shall not be liable for any loss, costs or damage which it may incur in the capacity of Escrow Agent, except for any loss, costs or damage arising out of its default or gross negligence. Buyer shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys’ fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent. Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted in good faith upon advice of counsel given with respect to any questions relating to duties and responsibilities, or (ii) to any action taken or omitted in reliance upon any documents, including any written notice of instruction provided for in this Contract, not only as to its execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Contract. Seller and/or Buyer are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply to a maximum amount of \$250,000.00 per depositor (as may be modified by the FDIC from time to time). Further, Seller and/or Buyer do not and will not hold Escrow Agent liable for any loss occurring which arises from bank failure or error, insolvency or suspension, or a situation or event which falls under the FDIC coverages.

(b) In the event any party to the transaction underlying this Contract shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Contract unless one of the parties to this Contract shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent’s functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, then Escrow Agent will promptly notify all other parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction in the county and state where the Property is located for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any.

(c) In the event of a termination of this Contract by either Seller or Buyer, the Escrow Agent is authorized to deliver the Deposit to the party entitled to same pursuant to the terms hereof on or before the tenth (10th) day following receipt by both the Escrow Agent and the non-terminating party of written notice of such termination from the terminating party, unless the other party hereto notifies the Escrow Agent that it disputes the right of the other party to receive the Deposit prior to the expiration of such ten (10) day period. In such event, unless otherwise instructed by both Seller and Buyer, the Escrow Agent shall interplead the Deposit into a court of competent jurisdiction in the county and state where the Property is located. All attorneys’ fees and costs and expenses of the Escrow Agent incurred in connection with such interplead shall be assessed against the party that is not awarded the Deposit, or if the Deposit is distributed in part to both parties, then in the inverse proportion of such distribution.

4. **INSPECTION PERIOD:** Buyer, personally or through agents, employees or contractors, shall have ONE HUNDRED AND FIFTY DAYS (150) days from the Effective Date (the “**Inspection Period**”) to examine the Property. During the Inspection Period, Buyer or its agents may go in and around the Property and perform, at its sole expense and risk, any environmental, engineering, surveying, soil study, or other site assessments, provided that Buyer shall repair any damage caused by such testing or assessments and shall indemnify and hold Seller harmless for the same. Additionally, Buyer shall have the right to extend the Inspection Period by two periods of thirty (30) days each by providing written notice to Seller and depositing with the Escrow Agent an additional Five Thousand and 00/100 Dollars (\$5,000.00), which shall be applicable to the Purchase Price and refundable through the end of the extended Inspection Period. At any time prior to the end of the Inspection Period, Buyer may terminate this Agreement for any reason, or no reason, and obtain a full refund of the Deposit, less Ten Dollars (\$10.00) which shall be paid to Seller as consideration for such termination right and the parties shall have no further rights or obligations hereunder. If Buyer has not provided written notice to Seller that it is proceeding to closing by 11:59pm ET on the last day of the Inspection Period (as may be extend as provided herein), this Agreement shall automatically terminate, and the Deposit, and any fees associated with the extension of the Inspection Period, shall be returned to Buyer less Ten Dollars (\$10.00) which shall be paid to Seller as consideration for such termination rights and the parties shall have no further rights or obligations hereunder, except for those provisions by their nature must survive such termination including but not limited to Sections 11 and 14.

5. **DELIVERIES:** Within ten (10) business days of the Effective Date, to the extent in the possession of Seller, Seller shall deliver to Buyer copies of the items listed on **Exhibit B**, attached hereto and incorporated herein.

6. **CLOSING:** The closing of the transaction provided for in this Agreement (the “**Closing**”) shall occur through the Escrow Agent, at a time and place agreed to by the Parties, on or before thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”), subject to the other terms of this Agreement. At the Closing:

(a) Seller shall execute and deliver, and/or cause to be executed and delivered to Buyer or its assigns a general warranty deed of conveyance to convey good and marketable title to the Property. Seller agrees to execute at Closing the owner’s affidavit attached hereto as **Exhibit C**.

(b) Buyer shall pay the Purchase Price to Seller by cash, cashier’s or bank check or wire transfer of immediately available funds.

(c) All other Closing costs and expenses (including transfer taxes, recording fees and escrow fees) shall be paid by Buyer.

All items of income, taxes, and expenses will be prorated as of midnight of the day prior to the Closing.

7. **LEASEBACK.** At Closing and as a condition precedent to Seller's obligation to convey the Property to Buyer, Buyer, as landlord, shall execute the lease attached hereto as **Exhibit D** (the "Lease Agreement") to Seller, as tenant. Seller shall also execute the Lease Agreement at Closing.

8. **GOOD, INSURABLE AND MARKETABLE TITLE:** Buyer’s obligations hereunder are contingent upon good, insurable and marketable title to the Property, free and clear of all liens, encumbrances, easements, restrictions or any other conditions excepting only matters agreed to by Buyer. If the title commitment for the ALTA owner’s title insurance policy or any survey of the Property shall disclose any defect or limitation on title unacceptable to Buyer, Buyer shall give notice thereof to Seller and Seller may either elect to cure or remove such defect or condition or decline to cure or remove such defect or condition, but Seller is not obligated to cure any defect or condition. If Seller elects to not cure any defect or condition, Buyer shall have ninety (90) days from notice the Seller is not going to cure to elect to terminate this Agreement and receive a full refund of the Deposit. If there shall be a material variance in the size or dimensions of the Property unacceptable to Buyer, then the Buyer may elect, in its sole discretion, to terminate this Agreement and receive a full refund of the Deposit as its sole and exclusive remedy against Seller.

9. **REPRESENTATIONS, WARRANTIES & COVENANTS OF SELLER:** Seller represents warrants and covenants to the Buyer as follows, and such representations, warranties and covenants shall survive the Closing and shall not be deemed merged with any closing document, including but not limited to the deed:

(a) No approval, consent, or authorization is required from any other person or entity to consummate the transactions contemplated herein;

(b) Seller owns the Property and has full power and authorization to enter into this Agreement and to perform all of its obligations hereunder;

(c) Seller has no knowledge of any threatened or actual legal action, litigation or proceedings against the Property by any person or agency;

(d) The execution, delivery and performance of the transaction contemplated by this Agreement by Seller do not and will not violate, conflict with or result in the breach of any term, condition or provision of, or require the consent of any other person under any existing law, the organizational or operational documents of Seller, or any mortgage, indenture, or other instrument, document or understanding, oral or written, to which Seller is a party;

(e) Seller is not in bankruptcy and does not anticipate filing for bankruptcy in the next twelve (12) months;

(f) Seller has not released or disposed of, and does not know of anyone releasing or disposing of, any hazardous or toxic waste, substance or material, including without limitation any asbestos or any oil or pesticides or any substance, material, waste, gas, or particulate matter which is regulated by any local governmental authority, the state where the Property is situated, or the United States Government (collectively, "**Hazardous Substances**"), in or about the Property; has not disposed of or arranged for the disposition of any Hazardous Substances from the Property except in compliance with all applicable federal, state or local laws; and to the best of Seller's knowledge no Hazardous Substances exist on or about the Property that threaten the Property. In the event that Buyer notifies Seller prior to Closing that the Property is contaminated or threatened with contamination by Hazardous Substances, and Buyer's notice is accompanied by a report from an engineering company with experience in evaluating such matters, then Seller may terminate this Agreement and refund the full Deposit to Buyer (provided that Buyer shall always have the right to accept the Property as-is; or Buyer may terminate this Agreement and receive a full refund of the Deposit; and

(g) Seller shall not place any new encumbrances on the Property during the period of time this Agreement is in effect.

10. **TERMINATION:** If any material loss or damage to the Property occurs prior to the Closing, Buyer may terminate this Agreement by written notice to Seller and receive a full refund of the Deposit as its sole and exclusive remedy against Seller.

11. **DEFAULT:**

(a) If Seller defaults and fails to cure the same within ten (10) days from and after written notice of the same is delivered to Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement upon written notice to Seller and upon such termination (i) Seller shall cause the Deposit to be refunded to Buyer within ten (10) days from and after such termination and (ii) Seller will pay to Buyer the actual out-of-pocket costs and expenses (but not any attorneys' fees or expenses) incurred by Buyer from and after the Effective Date in connection with this Agreement and/or the matters contemplated hereunder, not to exceed \$65,000.00 in total, within thirty (30) days after delivery of Buyer's invoice accompanied by commercially reasonable evidence of such costs and expenses.

(b) If Buyer defaults and fails to cure the same within ten (10) days from and after written notice of the same is delivered to Buyer, Seller shall receive the Deposit as its sole and exclusive remedy against Buyer.

12. **INDEMNIFICATION:** Pursuant to Tennessee Attorney General Opinion 93-01, the Seller will not indemnify, defend or hold harmless in any fashion the Buyer from any claims arising from this Agreement, regardless of any language in this Agreement or any exhibit or attachment or other document that the Seller may provide. This Section 12 shall not be construed as a release or waiver of any direct claim that either party may have against the other party, including without limitation any claim for breach of this Agreement.

13. **BROKER COMMISSIONS:** Buyer and Seller each represents that no salesperson, broker, or agent has been retained by it in connection with this transaction other than Justin Schad, TSCG ("**Buyer's Broker**"). If Closing occurs, Buyer's Broker shall be paid a commission equal to 3% of the Purchase Price to be paid by Seller at Closing.

14. **NOTICES:** Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by electronic means or overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows or to such other address and to the attention of such other person as either party may designate in writing.

Buyer: Noon La Vergne Marketplace, LLC
Attention: Jamey Flegal
715 Market Street, Suite 203
Chattanooga, Tennessee 37402
(423) 531-1330
jamey.flegal@noonre.com

With a copy to: Noon Management LLC
Attention: General Counsel
715 Market Street, Suite 203

Chattanooga, TN 37402
(423) 531-1330
chuck.fisher@noonmanagementllc.com and
zach.morris@noonmanagementllc.com

Seller: THE CITY OF LA VERGNE, TENNESSEE
Attention: Bruce Richardson
5093 Murfreesboro Road
Phone: 615-287-8634
Email: brichardson@lavergn.netn.gov

15. EXCLUSIVITY: Seller agrees that during the term of this Agreement it will not negotiate or close the sale of the Property to another party.

16. DISTRURBANCE/ALTERATION: Seller agrees that during the term of this Agreement it will not make any material alterations to the Property without first notifying Buyer. If any such alterations are made without Buyer's consent, Buyer may terminate this Agreement and receive a full refund of the Deposit as its sole and exclusive remedy against Seller.

17. MISCELLANEOUS:

(a) Buyer may assign its rights under this Agreement to any individual or entity that is an affiliate or is under common control with Buyer upon notice to Seller. Any other assignment shall require Seller's approval.

(b) This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Tennessee, without regard to its choice of laws principles. Exclusive jurisdiction for any dispute arising out of this Agreement shall be decided by a court of competent jurisdiction located in Rutherford County, Tennessee. **THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(c) If any part of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement which can be separated from such invalid, unenforceable provision shall continue in full force and effect.

(d) Except as otherwise provided herein, between the Effective Date and the Closing, the risk of ownership of the Property, including but not limited to hazard or casualty loss or damage, shall be borne by Seller except that Buyer shall bear all risk associated with its inspection and testing of the Property.

(e) Time is of the essence in the performance of this Agreement.

(f) The parties expressly acknowledge and agree that this Agreement is the result of negotiations that have been conducted at arms' length by parties of substantially equal bargaining power, that each party has participated in the preparation of this Agreement, that each party has had the opportunity to obtain the advice of counsel, and accordingly, that the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not for or against any of the parties.

(g) This Agreement supersedes all prior discussions and agreements between the Seller and Buyer with respect to the subject matter herein and contains the entire understanding between the parties with respect to same. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties.

(h) This Agreement may be executed by the parties in one or more counterparts by manual or electronic means or by use of one or more physical or electronic copies that are either physically delivered or electronically transmitted, and all of which, when taken together, constitute one and the same original of the Agreement.

(i) In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the next following business day.

(j) Either party shall, if requested by the other party, cooperate to effect an exchange of the Property pursuant to the provisions of Section 1031 of the Internal Revenue Code, as amended, at no cost or liability to the non-requesting party.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have hereunto caused this Real Estate Purchase and Sale Agreement to be duly executed as of the Effective Date.

BUYER:

NOON LA VERGNE MARKETPLACE, LLC

By: _____

Print Name: _____

Title: _____

SELLER:

CITY OF LA VERGNE, TENNESSEE

By: _____

Print Name: _____

Title: _____

Exhibit A

Legal Description or Depiction of Land

Property lying and being in the county of Rutherford, State of Tennessee, Third Civil District bounded on the north, east and west by remaining property of V.H. Mason heirs; the south by U.S. Highway 41, being the SE corner of this tract and being N 76 degrees 00 minutes W, a distance of 652.3 feet from the centerline of Stones River Road; thence with the north right of way of said highway N 76 degrees 00 minutes W, 180.00 feet to a pin on the right of way; thence N 14 degrees 00 minutes E 180.0 feet to a pin; thence S 76 degrees 00' E 180.0 foot to a pin being the northeast corner of this tract; thence, S 14 degrees 00 minutes W, a distance of 180.0 feet to the point of beginning, containing 0.74 acres, more or less.

Being the same property conveyed to the City of Lavergne, Tennessee, a Tennessee Municipal Corporation, by Special Warranty Deed from the United States Postal Service, an independent establishment of the executive branch of Government of the United States (39 USC Section 201), dated March 12, 2009, of record in Deed Book 904, Page 2621, Register's Office for Rutherford County, Tennessee.

Exhibit B

Seller Deliveries

To the extent in the possession of or reasonably available to Seller:

- (a) Phase I (and II, if applicable) environmental study;
- (b) Copies of any drawings, plans, blueprints and any development, marketing, and/or property management agreements;
- (c) Leases, rights of first refusal, options and any other agreements granting or evidencing an interest or right of possession which are or which may be adverse to the interests of the Seller in the Property;
- (d) Copies of any land surveys and soil surveys (in both paper and electronic format);
- (e) All licenses and permits;
- (f) Copies of the vesting deed(s), any existing title policies, and all other documents pertaining to the title to the Property;
- (g) Grading plans and elevations;
- (h) Location of all utilities (including but not limited to power, sewer, water, internet and natural gas);
- (i) Location of all curb cuts;
- (j) All material contracts;
- (k) Lists of contractors, subcontractors and materialmen performing work or services to the Property in the last 200 days;
- (l) If Seller is an entity, copies of all organizational documents evidencing good standing and corporate governance of such entity, including but not limited to, any articles, bylaws, operating agreements, partnership agreements, and any amendments to any of the preceding documents; and
- (m) Any other document reasonably requested by Buyer.

Exhibit C

[see attached]



File number: NCS-_____ -NAS

OWNER'S / BORROWER'S AFFIDAVIT (ARTIFICIAL PERSON)

State / Commonwealth of _____)
County / Parish / City of _____) ss.

On this date, _____ personally appeared before me, who being first duly sworn, deposes and says on oath as follows:

1. That (s)he is _____ ("Affiant"), and is of legal age, has personal knowledge of the facts herein stated, and is familiar with the condition, maintenance, operation, and use of the Property (as defined below).
2. That Affiant is duly authorized to make this affidavit (the "Affidavit") on behalf of the City of LaVergne, Tennessee, a Tennessee municipal corporation ("Owner").
3. That this affidavit pertains to those certain tracts or parcels of real property located in **LaVergne, TN** and being more particularly described as per attached legal description, and improvement(s) (if any) thereon (collectively, the "Property"), which Property is the subject of a title commitment or preliminary report bearing the file number **NCS-_____ -NAS** (the "Commitment").
4. That to the best of Affiant's knowledge, the following statements are true and correct, except as otherwise noted per supporting documentation which is attached (attach leases, rental agreements, contracts, etc.):
 - a. That Owner is lawfully seized of the Property and has good right to convey or encumber the Property.
 - b. That there are no parties occupying, renting, leasing, residing in, or possessing the Property or any portion thereof pursuant to any unrecorded written or oral agreement or claim of right.
 - c. [intentionally deleted]
 - d. That Owner has granted no contract, option to purchase, right of first offer, or right of first refusal with respect to the Property.
 - e. That there are no outstanding mortgages, deeds to secure debt, deeds of trust, judgments, abstracts, or other monetary liens or charges against the Property or any part thereof.



- f. [intentionally deleted]
 - g. [intentionally deleted]
 - h. That there are no state, commonwealth, county, parish, city, town, school district, improvement district, sewer district, water district, or other governmental or quasi-governmental agency taxes, assessments, or other charges due or owing against the Property, and that no claim has been made by any governmental or quasi-governmental agency that any such taxes, assessments, or other charges levied against the Property are past due.
 - i. [intentionally deleted]
 - j. That no work, improvements, or repairs on or to the Property during the **365** days immediately preceding the date of this Affidavit have been done or made other than routine maintenance/repairs.
 - k. That there are no outstanding bills for labor, services, or materials used in making improvements or repairs on or to the Property, or for services of architects, surveyors, engineers, or any other service providers or suppliers in connection with the Property.
 - l. That there are no outstanding contracts under which work is to be performed on or to the Property, or under which labor, services, or materials are to be supplied to the Property.
 - m. That there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Property (including private charges or assessments which have not been timely paid), and that Owner has received no notice or claim of any such violation.
 - n. That there are no current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Property, and that Owner has received no notice or claim of any such violation.
 - o. [intentionally deleted]
 - p. That there are no cemeteries or burial grounds located on the Property, and that there are no abandoned roads or railroad lines located on the Property.
5. That this affidavit is given for the benefit of First American Title Insurance Company and its insured, and that First American Title Insurance Company and its insured are entitled to rely on the facts herein stated in connection with the issuance of one or more title insurance policies pertaining to the Property and the acquisition of or lending upon the Property.



6. That Owner has not and will not, from and after the effective date of the Commitment through and including the date and time of the recording of documents necessary to effectuate the transaction evidenced by the Commitment, cause or permit to arise any matter contrary to any statement made herein.
7. That the Affiant is not and has not been in the business of and the Property has not been and will not be used for the business of (a) purchasing on credit any of the following: perishable fruits, vegetables or other perishable agricultural commodities, poultry, meat or poultry or meat products on credit, (b) distributing, processing, wholesaling, canning, storing or serving perishable fruits, vegetables or other perishable agricultural commodities, poultry, meat or poultry or meat products and there are no matters pending against the Affiant that could give rise to a trust or lien that would attach to the property under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Affiant:

Not individually, but solely as _____ of _____

Signature: _____

State of Tennessee

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20_____, by _____, proved to me on the
basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)



EXHIBIT 'A'

File No.: **NCS-_____ -NAS (jmk)**

Property:

Property lying and being in the county of Rutherford, State of Tennessee, Third Civil District bounded on the north, east and west by remaining property of V.H. Mason heirs; the south by U.S. Highway 41, being the SE corner of this tract and being N 76 degrees 00 minutes W, a distance of 652.3 feet from the centerline of Stones River Road; thence with the north right of way of said highway N 76 degrees 00 minutes W, 180.00 feet to a pin on the right of way; thence N 14 degrees 00 minutes E 180.0 feet to a pin; thence S 76 degrees 00' E 180.0 foot to a pin being the northeast corner of this tract; thence, S 14 degrees 00 minutes W, a distance of 180.0 feet to the point of beginning, containing 0.74 acres, more or less.

Being the same property conveyed to the City of Lavergne, Tennessee, a Tennessee Municipal Corporation, by Special Warranty Deed from the United States Postal Service, an independent establishment of the executive branch of Government of the United States (39 USC Section 201), dated March 12, 2009, of record in Deed Book 904, Page 2621, Register's Office for Rutherford County, Tennessee.

Exhibit D

[see attached]

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of this _____ day of _____, 2023, between Noon La Vergne Marketplace, LLC, a Tennessee limited liability company, hereinafter called the "Landlord", having a notice address of 715 Market Street, Suite 203, Chattanooga, Tennessee 37402, ATTN: Jamey Flegal, Email: jamey.flegal@noonre.com, and the City of La Vergne, Tennessee, a Tennessee municipal corporation hereinafter called the "Tenant", having a notice address of _____, ATTN: _____, Email: _____.

Witnesseth:

1. Demise, Term and Rent. Landlord leases to Tenant the that certain property containing approximately .7438 acre(s) of land known as tax parcel no. 015 002.01 located at 5175 Murfreesboro Rd in Laverne, Rutherford County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (including the existing building (the "Building") and all other improvements situated thereon, the "Premises"), for the term of 12 months from the ____ day of _____, _____, to the _____ day of _____, _____ (the, "initial term") at an annual rental (the "Base Rent") of Twelve Dollars (\$12.00), payable in equal monthly installments of One Dollars (\$1.00), in advance, on the first day of each month, the first payment to be made on the ____ day of _____, _____. Tenant may unilaterally extend this Lease for an additional six (6) month term following expiration of the initial term upon notice to Landlord no later than 60 days prior to expiration of the initial term (the "renewal term"). The Base Rent for the renewal term is Five Thousand Dollars (\$5,000) per month due and payable in advance on the first day of each month of the renewal term. Notwithstanding any provision of this Lease to the contrary, Tenant may unilaterally terminate this Lease at any point during the Lease Term, without penalty, upon 30 days' notice to Landlord. Base Rent for any partial month shall be prorated. The initial term and any renewal term are referred to herein collectively as the "Lease Term".

Except as otherwise provided in this Lease, any additional rent or other sum owed by Tenant to Landlord under this Lease (other than Base Rent), and any cost, expense, damage or liability incurred by Landlord for which Tenant is liable, shall be considered "Additional Rent", and shall be paid by Tenant no later than ten (10) days after the date Landlord notifies Tenant of the amount thereof. The Base Rent and Additional Rent shall be referred to herein collectively as the "Rent". Rent shall be paid to Landlord in legal tender of the United States, without any setoff, deduction or demand whatsoever. Tenant shall not have the right to set off, recoup, abate or deduct any amount allegedly owed to Tenant pursuant to any claim against Landlord from any Rent or other sum payable to Landlord. Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord, which action shall not be consolidated with any action of Landlord. Landlord's acceptance of Rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of Landlord's rights hereunder.

Tenant agrees to and shall lease the Premises in its "AS IS" condition as of the date of this Lease, and it is understood and agreed that Landlord will not make or pay for, and is under no obligation to make or pay for, any structural or other alterations, decorations, additions or improvements in or to the Premises.

2. Tenant's Covenants. Tenant covenants and agrees as follows:

(a) Tenant will pay the Rent at the times and in the manner set forth herein.

(b) Tenant, at its own expense and risk, shall arrange with the appropriate utility companies and service providers for the provision to the Premises of water, sewer, trash collection, electricity, gas, telephone, window washing, landscaping, snow removal, and all other utilities and services desired by Tenant. Tenant will pay directly to the appropriate utility companies and service providers all charges for all utilities consumed in and services performed for the Premises, as and when such charges become due and payable.

(c) Landlord shall not be required to make any improvements, alterations, replacements, or repairs of any kind or character to the Building or the Premises or to maintain the Building or the Premises in any respect, including without limitation any improvements, alterations, replacements or repairs that may be necessary for the Premises to comply with any laws (including, without limitation, the Americans with Disabilities Act), ordinances (including without limitation, zoning ordinances and land use requirements), regulations, orders, recommendations, decisions, and decrees now or hereafter promulgated (including, without limitation, those made by any public or private agency), as any of the same may be amended from time to time (collectively, "Laws"). Tenant agrees to perform all construction, repairs, replacements, maintenance and reconstruction, whether foreseeable or unforeseen, ordinary or extraordinary, structural or non-structural as may be required by applicable Laws or, in Tenant's discretion, for Tenant's use or occupancy of the Premises. Tenant will not suffer or permit any waste or neglect of the Premises and will take such steps as often as may be necessary to keep the Premises in a good condition, normal wear and tear excepted. In addition to and without limiting the requirements set forth in the foregoing sentence, Tenant, at its sole expense, agrees to perform reasonable maintenance of outside areas in the Leased Premises. Tenant shall keep the Premises in good order and condition and a good state of repair at all times, including without limitation, keeping same in a clean and sanitary condition.

(d) Tenant will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city now or hereafter made, or which shall be injurious to any person or property.

(e) [intentionally omitted]

(f) Tenant will not assign, sublet, or part with the possession of the whole or any part of the Premises without first obtaining the written consent of the Landlord, which consent may be granted or withheld in Landlord's sole discretion.

(g) Landlord at all reasonable times may enter to view the Premises and to make repairs which the Landlord may see fit to make, or to show the Premises to persons who may wish to lease or buy.

(h) Upon the expiration or termination of the Lease Term, Tenant will (a) peaceably surrender to Landlord the Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by Landlord, and (b) ensure that all signs, furnishings, furniture, trade fixtures, and personal property have been removed from the Premises. If Tenant (or anyone claiming through Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then the Base Rent payable by Tenant hereunder shall be increased to equal one hundred fifty percent (150%) of the Base Rent, Additional Rent and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period. Such rent shall be computed by Landlord and paid by Tenant on the first day of each calendar month thereafter until the Premises have been vacated. Notwithstanding any other provision of this Lease, Landlord's acceptance of such rent shall not in any manner adversely affect Landlord's other rights and remedies. Any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give Tenant any right with respect thereto.

(i) Landlord, its affiliates, partners, officers, directors, members, trustees, employees, agents and Lenders shall not be liable to Tenant, Tenant's employees, agents, assignees, subtenants, licensees, concessionaires, or to any other person or entity for any damage (including indirect and

consequential damage), injury, loss, compensation or claim, including but not limited to claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever (except as otherwise provided in this Agreement), including but not limited to the following: repairs to any portion of the Premises which are the obligation of Tenant; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of the heating, cooling, electrical, sewerage, or plumbing equipment or apparatus; the termination of this Lease arising in connection with damage to or destruction of the Premises; any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; the actions of any other tenants of the Premises or of any other person or entity; and any leakage in any part or portion of the Premises, or from water, rain, ice or snow that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Premises. It is further understood and agreed that any failure or inability to furnish any services by Landlord shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any Rent payable hereunder unless same results from Landlord's gross negligence or willful misconduct. Any goods, property or personal effects stored or placed by Tenant, its employees or agents in or about the Premises shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. Notwithstanding the foregoing provisions of this Article, Landlord shall not be released from liability to Tenant for any physical injury to any natural person or damage to personal property caused by the gross negligence or willful misconduct of Landlord or its employees to the extent such injury or damage is not covered by insurance. No landlord hereunder shall be liable for any obligation or liability based on or arising out of any event or condition occurring during the period that such landlord was not the owner of the Premises. If Tenant or Invitees are awarded a money judgment against Landlord, then recourse for satisfaction of such judgment shall be limited to execution against Landlord's estate and interest in the Premises. No other asset of Landlord, nor any partner, director, member, officer or trustee of Landlord, nor any other person or entity (i) shall be available, liable or obligated to satisfy or be subject to such judgment or (ii) be held to have personal liability for satisfaction of any claim or judgment against Landlord.

(j) That no assent, express or implied, by Landlord to any breach of any of Tenant's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

(k) Tenant covenants and agrees that the Premises shall be used solely for the lawful purposes of municipal government and for a parking lot and any incidental and ancillary uses.

(l) Tenant shall not make, store, use, treat, or dispose of any "hazardous substance," "toxic substance," "contaminant" or "pollutant" (as those terms are defined under any federal, state, or local law or regulation, or common law, pertaining to health, safety or environmental protection, as from time to time amended, referred to herein in the aggregate as "hazardous substance laws") or asbestos in, on or about the Leased Premises, except to the extent that Tenants storage, use, treatment or disposal is permitted by or excepted from such hazardous substance laws. In cases of such permits or exception, Tenant shall provide Landlord (a) current copies of all such permits and restrictions on such permits, and (b) current documents required as a condition of such permits or exceptions as mandated by hazardous substance laws.

3. Landlord's Covenant for Quiet Enjoyment. Landlord covenants that the Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

4. Insurance.

(a) Landlord shall maintain during the Lease Term broad form comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Premises in a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00).

(b) To the extent available to Tenant from its insurance carrier, Public Entity Partners, Tenant shall maintain during the Lease Term all risk fire and extended coverage property insurance on its personal property, improvements, alterations, additions, fixtures, equipment, merchandise, trade fixtures

and other property located at the Premises. In the event that Tenant sustains a loss by reason of fire or other casualty which is covered (or could have been covered) by a fire and extended coverage insurance policy or other insurance policy or rider thereto, then Tenant agrees to look solely to its insurance proceeds (if any); and Tenant shall have no claim or right of recovery against Landlord, or the agents, servants or employees of Landlord.

5. Termination of Lease in Case of Casualty. In case the Premises or any part thereof shall at any time during the Lease Term be destroyed or damaged by fire or other casualty so as to be unfit for occupancy and use, then either Landlord or Tenant may terminate this Lease upon written notice to the other party and the Rent shall be due and payable up to the date of termination.

6. Termination of Lease in Case of Taking by Eminent Domain. Provided, also, that in case the whole or a substantial part of the Premises shall be taken by the city or state or other public authority for any public use, then this Lease shall terminate from the time when possession of the whole or of the part so taken shall be required for such public use, and the Rent shall be paid up to the date of termination; and the Tenant shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of Landlord's covenant for quiet enjoyment hereinbefore contained.

7. Tenant's Default. Each of the following shall constitute an "Event of Default": (a) Tenant's failure to pay when due any Base Rent, Additional Rent or other sum due to Landlord; (b) Tenant's failure to perform or observe any non-monetary covenant or condition of this Lease not otherwise specifically described in this Section, which failure continues for thirty (30) days after Landlord provides written notice thereof to Tenant; (c) Tenant's abandonment of or failure to occupy continuously the Premises; (d) [intentionally omitted]; (e) any sublease or assignment with respect to this Lease or the Premises that is not consented to by Landlord in writing; and (f) any representation, warranty or certification made by Tenant is incorrect in any material respect when made.

8. Landlord's Remedies. Following an Event of Default (subject to the applicable notice and cure provisions set forth in Section 7), Landlord shall have the right, at its sole option, to terminate this Lease upon thirty (30) days written notice to Tenant. The provisions of this Section shall operate as a notice to quit, and Tenant hereby waives any other notice to quit or notice of Landlord's intention to re-enter the Premises or terminate this Lease. If necessary, Landlord may proceed to recover possession of the Premises under applicable Laws, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, however, to Tenant's liability for all Rent and other sums specified herein up to the effective date of termination. Tenant shall be liable for any Rent, damages or other sum which may be due or sustained prior to the effective date of any termination of this Lease by Landlord. All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity, including those available as a result of any anticipatory breach of this Lease.

9. [intentionally omitted]

10. Entire Agreement. This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

11. Governing Law. The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

12. Venue. Any action between the parties arising from this Lease Agreement shall be maintained in the courts of Rutherford County, Tennessee.

13. Severability. Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

14. Effective Date. This Lease Agreement shall not be binding upon the parties until it has been signed by the authorized representative(s) of Landlord and Tenant. When it has been so signed, this Lease Agreement shall be effective as of the date first written above.

15. Notices. All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the date sent if sent by email, on the next business day after deposit with a recognized overnight delivery service if sent by overnight delivery, or on the fourth day after being sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (a) if to Landlord, at the address specified in the preamble of this Lease, (b) if to Tenant, at the address specified in the preamble of this Lease. Either party may change its address for the giving of notices by notice given in accordance with this Section. If Landlord or any Lender notifies Tenant that a copy of any notice to Landlord shall be sent to such Lender at a specified address, then Tenant shall send (in the manner specified in this Section and at the same time such notice is sent to Landlord) a copy of each such notice to such Lender, and no such notice shall be considered duly sent unless such copy is so sent to such Lender. Any cure of Landlord's default by such Lender shall be treated as performance by Landlord.

16. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the parties and each of their respective representatives, successors and assigns, subject to the provisions herein restricting Tenant's ability to assign or sublet.

17. Time/Counterparts/Survival. Time is of the essence with respect to each of Landlord's and Tenant's obligations hereunder. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document. Electronic signatures shall have the same binding effect as original signatures. Tenant's liabilities and obligations with respect to the period prior to the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

18. Notwithstanding any provision of this Lease to the contrary, Tenant will not indemnify Landlord for any claim brought against Landlord by any third party in connection with this Lease or otherwise. This Section 18 shall not be construed as a release or waiver of any direct claim that either party may have against the other party, including without limitation any claim for breach of this Lease.

Signature Page:

Tenant:

THE CITY OF LAVERGNE,
TENNESSEE:

BY: _____

Its:

Attest:

City Recorder

Landlord:

NOON LAVERGNE MARKETPLACE, LLC

BY: _____

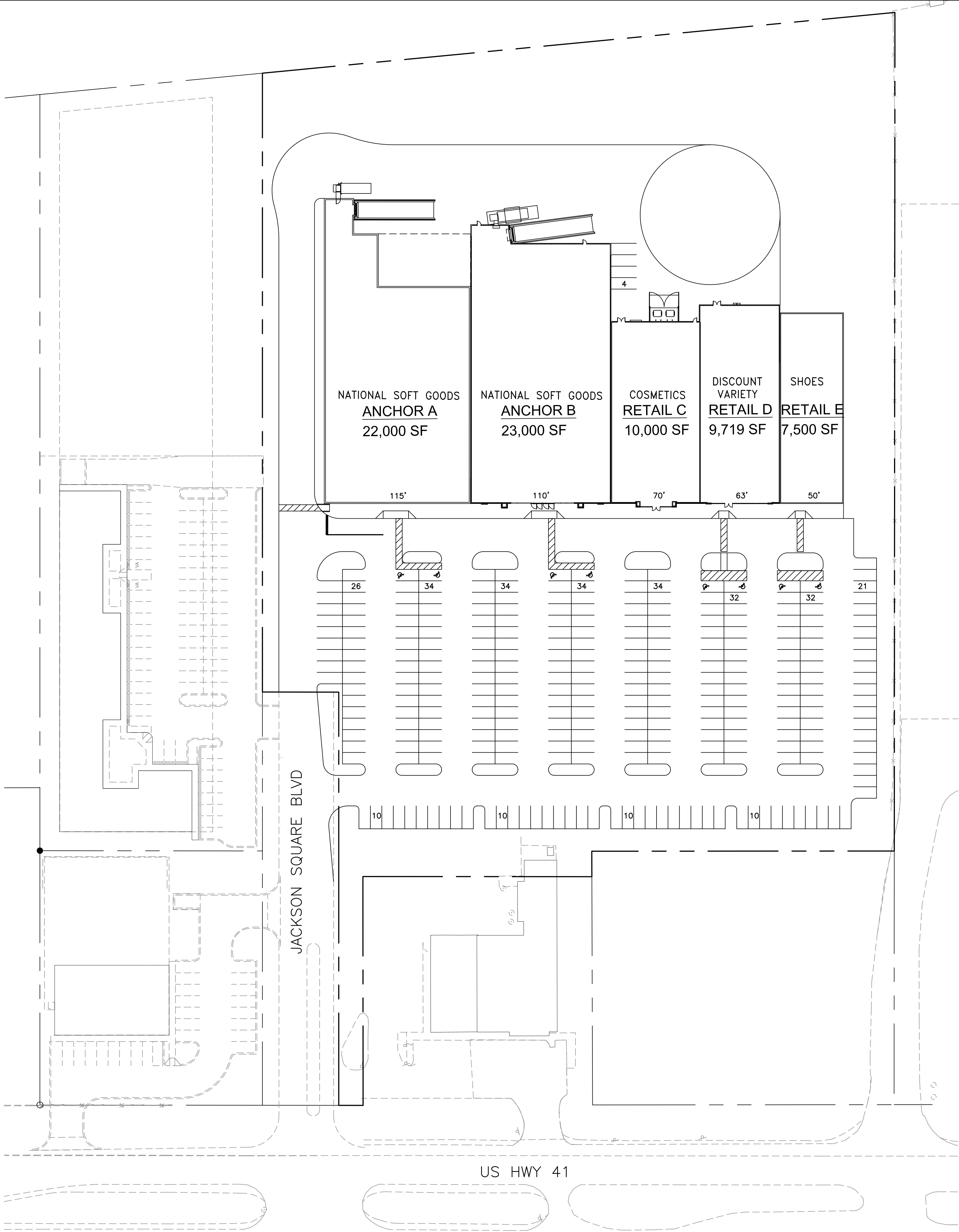
Title: _____

Sworn to and subscribed to before me, a
Notary Public, this _____ day of
_____, 20____, by

_____,
the _____ of
Contractor and duly authorized to execute
this instrument on Contractor's behalf.

Notary Public

My Commission Expires: _____



PARKING RATIO			
	BLDG SF (GLA)	# of SPACES	RATIO
ANCHOR A	22,000		
ANCHOR B	23,000		
RETAIL C	10,000		
RETAIL D	9,700		
RETAIL E	7,500		
TOTAL	72,200	291	4.0/1,000 S.F.
PARKING REQUIRED		289	1/250 S.F. RETAIL

CIVIL ENGINEER:

BERRY

ENGINEERS LLC

63 BROAD ST NW
CLEVELAND, TN 37311

TEL: (423) 790-5880

DEVELOPER:

NOON REAL ESTATE LLC
715 MARKET ST
SUITE 203
CHATTANOOGA, TN 37402

PROJECT:

SHOPPING CENTER

JACKSON SQUARE BLVD
LA VERGNE, TN

PRELIMINARY

REVISIONS	
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SHEET NAME:

CONCEPTUAL SITE PLAN

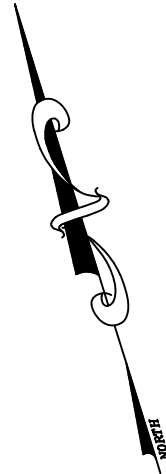
DATE: 02/16/2023

DRAWN BY: CMB

CHECKED BY: BMB

PROJECT NO.: #####

SHEET NUMBER:
SP-1





PARKING RATIO			
	BLDG SF (GLA)	# of SPACES	RATIO
ANCHOR A	22,000		
ANCHOR B	23,000		
RETAIL C	10,000		
RETAIL D	9,700		
RETAIL E	7,500		
TOTAL	72,200	291	4.0/1,000 S.F.
PARKING REQUIRED		289	1/250 S.F. RETAIL

CIVIL ENGINEER:

BERRY

ENGINEERS LLC

63 BROAD ST NW
CLEVELAND, TN 37311
TEL: (423) 796-5880

DEVELOPER:

NOON REAL ESTATE LLC
715 MARKET ST
SUITE 203
CHATTANOOGA, TN 37402

PROJECT:

SHOPPING CENTER
JACKSON SQUARE BLVD
LA VERGNE, TN

PRELIMINARY

REVISIONS	
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SHEET NAME:
CONCEPTUAL SITE
PLAN

DATE: 02/16/2023

DRAWN BY: CMB

CHECKED BY: BMB

PROJECT NO.: #####

SHEET NUMBER:
SP-1



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

Item Title: Motion to Approve an Agreement with Ralph Anderson and Associates for Recruitment Services for the Police Chief Position.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. PSA Recruit - La Vergne TN - Police Chief

Summary:

This is an agreement to hire a search firm to recruit a new Police Chief for the City.

Background Information:

Staff received professional services proposals from five national search firms. One of the firms withdrew their proposal due to them not having anyone available right now to conduct a search. The Mayor, City Administrator, Assistant City Administrator and the Human Resources Director reviewed the proposals and all agreed that the city should move forward with Ralph Anderson and Associates.

The City Attorney has approved the form of the agreement, so the board can approve the agreement as written.

The search process will involve a comprehensive position profile based upon information obtained in meetings with the Mayor, City Council, and City Administration. Two in-person meetings will be held with the public and individual meetings with all Police Department personnel. The search will be conducted and screening of the candidates will occur. Once finalists are chosen, they will be brought to La Vergne and given a tour of the city, have a meet and greet with department heads, elected and appointed officials and then have panel interviews. This will be

an extensive search using a marketing strategy and extensive personal outreach to highly qualified candidates across the country.

Once a new chief is appointed, there is a guarantee that if the new chief resigns or is dismissed for cause, Ralph Anderson & Associates will conduct another search free of all charges for professional services, but the city would be expected to pay for reimbursement of incurred expenses including any required travel expenses for candidates.

Financial Summary:

The fixed fee for the national search is \$38,750. There will be additional travel expenses that the city will have to provide for candidates who are chosen for interviews. There are also some optional costs that may be needed as we go through the process, but those have not been determined yet.

Staff Recommendation:

Staff recommends approval.

Professional Services Agreement

Executive Search Services

This Agreement is made by and between the City of La Vergne (“the City”), and Ralph Andersen & Associates (“the Consultant”).

1. **Search Engagement.** The City agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Police Chief Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
 - a) **Position Analysis / Kick-off Activities (Trip #1)** including:
 - Individual and/or Meetings with Mayor and Board of Alderman (BOMA),
 - Individual and/or Small Group Meetings with City Administrator and Department Directors
 - Individual and/or Small Group Meetings with PD Staff (sworn and non-sworn)
 - Community Meetings (2) – Thursday (Evening) and Saturday (Mid-Day)
 - b) Advertising Campaign – Focus In-State and Nationally
 - c) Candidate Identification – Target Outreach to Qualified Candidates
 - d) Resume Review and Screening (Video Interviews) by Recruiter
 - Article Searches on Top Candidates
 - e) Additional Screening (Incorporate Supplemental Questions) to Reduce the Pool of Applicants
 - Develop Supplemental/Advance Questions to Further Evaluate “Focus Group”
 - f) Recruitment Report – Determine Finalists for Invitation as “Finalist” via Video Meeting
 - g) Coordinate with Director of Human Resources the On-site Finalist (Panel) Interview(s) **(Trip #2)** including:
 - Coordinate City Tour Given by Director of Human Resources or Other City Staff
 - “Meet and Greet” with Department Directors, Elected and Appointed Officials
 - Develop Format for Police Department Meeting with Finalists

- Structure Format to include various Assessment Tools (“In-Box Exercise” such as “Active Shooter” or “Media Event”)
 - Develop Interview Questions for Each Panel
 - Determine Ranking / Scoring Mechanisms for Evaluation
- h) Notify and Update Candidates after Selection Process
- i) Follow-up Correspondence / Close-out Search

A complete description of the services to be provided is contained in a proposal from the Consultant to the City, dated February 22, 2023, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
4. **Compensation.** As full compensation for the Consultant’s professional services performed hereunder, the City shall pay the Consultant the fixed amount of \$38,750 (Thirty-eight Thousand Seven Hundred Fifty Dollars) (“fixed fee”). Expenses included in the fixed fee include such items as advertising, consultant travel for two (2) trips (Trip #1-Kickoff Meetings and Community Meetings; Trip #2-Finalist Interviews/Selection Process), clerical, graphics, research, and long-distance telephone charges. Consultant will prepare a full color (digital) brochure. All pictures will be the responsibility of the City. The City will also be responsible for ensuring that there are no copyright restrictions on the photographs supplied to Consultant and that the City will agree to pay any and all related charges or fines if a copyright violation is incurred either during the search itself or subsequently. A link to the digital brochure will be provided. All work products provided to the client will be electronically transmitted (properly organized and tabbed) using either DropBox or ShareFile. On top candidates, education verifications, Internet and Lexis/Nexis searches will be conducted. Education verifications, DMV check, wants and warrants, civil and criminal litigation search (after contingent offer is made), and credit checks will be conducted on the top two (2) candidates. A full background (including references) will be conducted on the top candidate. The City will bear the cost for all candidate travel reimbursement. Should the City wish to conduct references for more than one (1) top candidate, an additional fee will be agreed upon and will be based on a fee of \$1,500 to \$1,800 (One Thousand Five Hundred Dollars to One Thousand Eight Hundred Dollars) per candidate. Any additional on-site trips for the Project Director will be invoiced to the City at the cost of \$2,500 (Two Thousand Five Hundred Dollars) per day plus incurred travel expenses. Should the City conduct the optional On-line Surveys, the City will be invoiced \$3,500 (Three Thousand Five Hundred Dollars) for a Community Survey and \$2,500 (Two Thousand Five Hundred Dollars) for a Departmental Survey.
5. **Compensation for Additional Services.** In the event the City requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant’s standard hourly rates for professional services plus reimbursement of expenses described above.

6. **Method of Payment.** The City will be invoiced in 4 (four) payments as follows:
 - a) Following kick-off and finalization of recruitment brochure – \$12,000 (Twelve Thousand Dollars)
 - b) After the closing date – \$11,000 (Eleven Thousand Dollars)
 - c) After finalist interviews – \$10,000 (Ten Thousand Dollars)
 - d) Upon placement – \$5,750 (Five Thousand Seven Hundred Fifty Dollars)
7. **Term.** The term of this agreement shall commence upon execution of this Agreement by both parties, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 120 to 150 days (one hundred twenty to one hundred fifty days) from project initiation.
8. **Guarantee.** If, during the first year of employment, the new Police Chief resigns or is dismissed for cause by the City, the Consultant agrees to perform another search for a Police Chief for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. Should the initial outreach efforts not result in a successful placement, the Consultant will continue the outreach efforts until the ideal candidate is found. The City will be responsible for expenses based on actual receipts.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the City.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.
12. **Miscellaneous.**
 - a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.

- c) This agreement shall be modified only by a written agreement duly executed by the City and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

APPROVED:

RALPH ANDERSEN & ASSOCIATES

CITY OF LA VERGNE

By: Heather Renschler

By: _____

Name Printed: Heather Renschler

Name Printed: _____

Title: President/CEO

Title: _____

Date: March 3, 2023

Date: _____

5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
(916) 630-4900
Website: www.ralphandersen.com

5093 Murfreesboro Road
La Vergne, Tennessee 37086
(615) 793-6025
Website: www.lavergnetn.gov



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 7, 2023

Item Title: Motion to Award a Bid for the Construction of the Public Works and Community Development Services Facility.

Department: City Administrator

Presented By: Kyle Brown

Item Attachments:

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

Summary:

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

Background Information:

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

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

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

each fund should be:

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

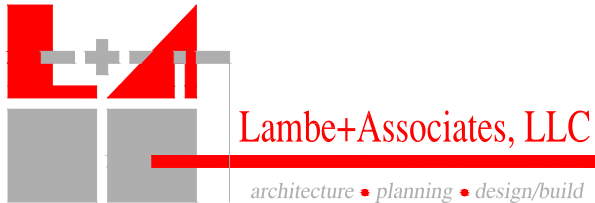
Staff agrees that the low bid is the best bid for the city. If the city were to put the bid out again for bids, we feel that the cost will continue to get higher.

Financial Summary:

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

Staff Recommendation:

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



February 28, 2023

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

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

Kyle,

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

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

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

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

Sincerely,

Lambe + Associates, LLC

Timothy A. Lambe, AIA/NCARB
Principal

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

BID ENCLOSED – DO NOT OPEN

Project:

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

Bid Opening Date & Time:

- February 23, 2023 until 2:00 PM CST

Bidder:

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

Subcontractors:

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

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



January 22, 2023

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

L+A Job No. 2110

City of La Vergne Public Works and Community Development Services Facility

Index of Enclosed Documents

004100___Bid Form

004117___Iran Divestment Act Compliance

004177___Bid Bond Form

004517___Affidavit of License Certificate

Copy of Tennessee Contractors License

004519___Affidavit of Non-Collusion

004519___Affidavit of Title VI Compliance

004549___Affidavit of Drug Free Workplace

005117___Indemnification Agreement

Qualification of Bidders:

Attachment A – Information about Project Manager & Supporting Staff

Attachment B – Project References

Attachment C – Proposed Subcontractors

BID FORM

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

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

OWNER

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

PROPOSAL OF Alston Construction Company, Inc. ,

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

the laws of the State of California ,

and doing business as a corporation *

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

Gentlemen:

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

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

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

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

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

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

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

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

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

and 00 cents.

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

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

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

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

Rock excavation \$ _____ per cubic yard.

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

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

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

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

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

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

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

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

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

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

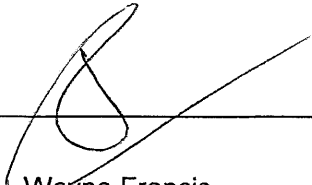
The Bid Security in the amount of one million two hundred
Seventy Five thousand Dollars (\$ 1,275,000)

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

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

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

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

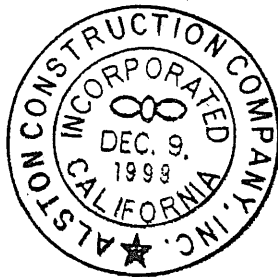
BY: 
(Signature)

Wayne Francis
(Typed or Lettered Name)

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

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

END OF BID FORM



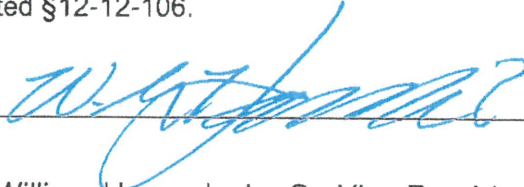
IRAN DIVESTMENT ACT COMPLIANCE - 1

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

IRAN DIVESTMENT ACT COMPLIANCE

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

SIGNATURE:



TITLE:

William Hancock, Jr - Sr. Vice President

DATE



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

BID BOND FORM

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

NOW THEREFORE,

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

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

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

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

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

Alston Construction Company, Inc.



Principal (L.S.)

Berkshire Hathaway Specialty Insurance Company

Surety

BY 

Paula M. Eby, Attorney-In-Fact

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

NOTE TO BIDDER:

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

END OF BID BOND FORM

ACKNOWLEDGEMENT OF SURETY

STATE OF OHIO
COUNTY OF FRANKLIN

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

Berkshire Hathaway Specialty Insurance Company

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



Jillian R. Siefert, Notary Public



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



Berkshire Hathaway
Specialty Insurance

31864

Power Of Attorney

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

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

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

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

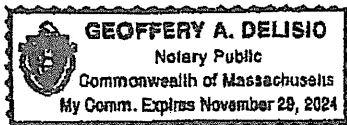


NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



Notary Public

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



Officer

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

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

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

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

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

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

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

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

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

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

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

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

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

State of Tennessee)
County of Williamson) SS

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

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

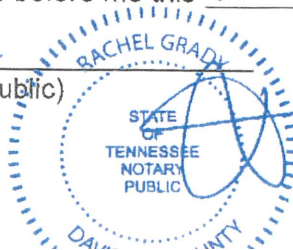
- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer has fully complied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

[Signature]
(signature of Affiant)

Sr. Vice President
(title of Affiant)

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

Rachel Grady
(Notary Public)



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

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

ALSTON CONSTRUCTION COMPANY, INC

395221

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

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

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

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

State of Tennessee

395221

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
ALSTON CONSTRUCTION COMPANY, INC

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

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



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

AFFIDAVIT OF NON-COLLUSION

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

State of Tennessee)
County of Williamson) SS

Affiant, William Hancock, Jr., deposes and makes oath
that:
(printed name of person signing Affidavit)

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

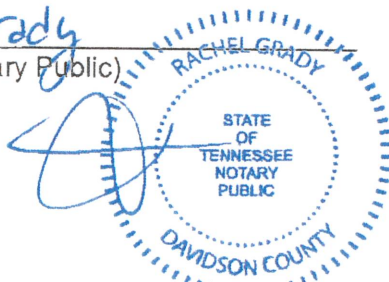
- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not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

[Signature]
(signature of Affiant)

Sr. Vice President
(title of Affiant)

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

Rachel Grady
(Notary Public)



My Commission Expires: _____

My Commission Expires
January 11, 2026

TITLE VI COMPLIANCE SURVEY

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

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

NAME OF OWNER / CONTRACTOR: ALSTON CONSTRUCTION COMPANY, INC

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

COUNTY: WILLIAMSON

TYPE OF SERVICES PROVIDED: CONSTRUCTION

NAME OF CONTRACT: _____

DATE AWARDED: _____

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

DRUG-FREE WORKPLACE AFFIDAVIT 004549 - 1

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

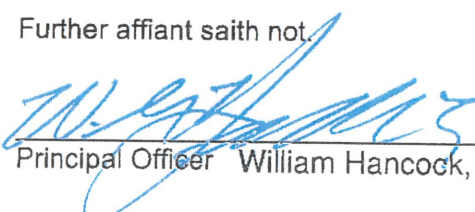
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee)
COUNTY OF Williamson)

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

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

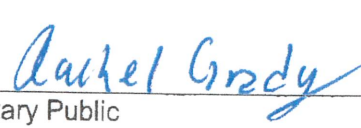
Further affiant saith not.


Principal Officer William Hancock, Jr.

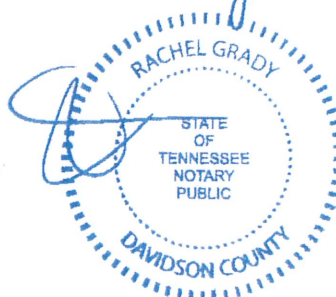
STATE OF Tennessee)
COUNTY OF Davidson) ss.

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

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


Notary Public

My Commission Expires: My Commission Expires
January 11, 2026



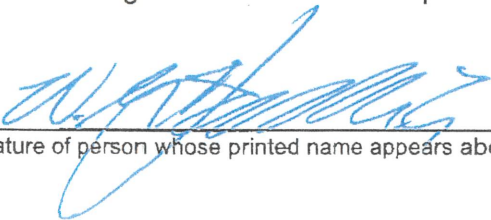
INDEMNIFICATION AGREEMENT
a form required of Bidders and Proposers on purchases of services for the
City of La Vergne, Tennessee

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

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

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

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


(signature of person whose printed name appears above)

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

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

Qualifications of Bidders:

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

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

Attachment A – Information about Proposed Project Manager & Supporting Staff

Project Delivery Staff:

Wayne Francis – Project Director

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

Danny Simpson – Sr. Project Manager

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

Patrick Buckley – Project Manager

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

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

Below is a partial list of representative projects.

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

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

Brian Staggs – Superintendent

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

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

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

Mike Hurley – Operations Manager

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

Lucas Layendecker – Regional Safety Manager

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

Rickey Molina – BIM/VDC Director

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

Jestina Jordan – Project Accountant

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

Karri Freeman – Contracts Administrator

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

Attachment B – Project References

Reference 1:

Project(s):

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

Owner / Client:

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

Reference 2:

Project:

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

Owner / Client:

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

Reference 3:

Project:

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

Owner / Client:

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

Attachment C – Proposed Subcontractors

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

Division 3 – Concrete:

- Concrete: Brothers Concrete

Division 4 – Masonry:

- Masonry: B&M Masonry

Division 5 – Metals:

- Metals: Triple Steel

Division 6 – Woods, Plastics, and Composites

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

Division 7 – Thermal & Moisture Protection:

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

Division 8 – Openings:

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

Division 9 – Finishes:

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

Division 10 - Specialties

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

Division 11 - Equipment

- Loading Dock Equipment: Arbon

Division 12 - Furnishings

- Countertops: Chateau

Division 13 – Special Construction

- Pre-engineered Metal Building: Olympia Steel Buildings

Division 14 – Conveying Systems: TKE

- Machine-Roomless Elevators

Division 21 – Fire Suppression: Citadel

- Wet-Pipe Sprinkler Systems

Division 22 - Plumbing

- Plumbing: Comfort Group

Division 23 – Heating Ventilating and Air Conditioning

- HVAC: Comfort Group

Division 31 - Earthwork

- Earthwork: Jones Bros

Division 32 – Exterior Improvements

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

Division 41 – Material Processing and Handling Equipment

- Bridge Cranes – LK Goodwin Co.



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Vacant (Mark Bell)		April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabitha Howard	May 2022	April 30, 2023
Alfred "Al" Lane	May 2022	April 30, 2025
Samantha Agee-Roark	May 2022	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026

We have a vacancy on this committee due to the resignation of Mark Bell. We have been advertising this position on Channel 3 and Social Media, and have received two applications.

Current Applicants:

- Daffany Baker
- Allen Walker

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beer Board	As Needed
☐ Board of Zoning Appeals	Once a Month
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	As Needed
☐ Employee Review Board	As Needed
☐ Greenway Advisory Committee	Once a Month
☐ Historical Preservation Advisory Committee	As Needed
☐ Library Board	Every other Month
☐ Parks & Recreation Advisory Committee	Once a Month
☐ Planning Commission	Once a Month
☐ Senior Citizen's Advisory Committee	Once a Quarter
☐ Stormwater Appeals and Advisory Board	As Needed
☒ Other <u>Beautification and Arts committee</u>	

APPLICANT INFORMATION

NAME: Daffany Baker Phone Number: [REDACTED]

ADDRESS: [REDACTED] Work Phone: [REDACTED]

Laverne TN 37086 E-Mail Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☐ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Phone ☒ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	<u>South side High</u>	—	<u>Lane College</u>	<u>Trevela University</u>
City, State	<u>Jackson TN</u>	—	<u>Jackson, TN</u>	<u>ongoing</u>
Dates Attended (Mo./Yr.)	From: <u>Aug 1996</u> To: <u>May 1999</u>	From: — To: —	From: <u>1999</u> To: <u>May 2003</u>	From: <u>classes towards masters in</u> To: —
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study		—	<u>B.A Cum laude</u> <u>Interdisciplinary Studies</u>	<u>Organizational Leadership</u>
Receive a diploma? (Yes/No)	<u>Honors Diploma</u>	—		

EXPERIENCE

Current Occupation: _____

Please list any Professional or Occupational Experience that would apply to the Board or Committee

you are applying for: Beautification and Arts committee

Board Member

Municipal Boards / Committees on which you currently serve: N/A - However I am
looking now to become more involved.

Municipal Boards / Committees on which you have previously served: N/A

If you are appointed, will you have any potential conflict of interest? ☐ YES ☐ NO

If YES, what is the Conflict? only School Events with children

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I always attend events held throughout the city. I would
like to help plan more events across the board and just become
more involved in this city. I want to be part of the solution
and not a part of those complaining about the potential problems
I have faith in the leadership of LaVergne + want to help be
a part of change!

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Misha Maynard	[REDACTED]	2	[REDACTED]
2	Douglass Walker	[REDACTED]	8	[REDACTED]
3	Kellie Rae Blander	Racine WI	23	[REDACTED]

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Oakley Baker

Date: 2/16/2023

Please attach your resume. Thank you for your willingness to serve.

Daffany Wilkes-Baker

Organized. Highly Motivated. Problem Solver. Active Listener.
Leader. Facilitator, Speaker

Lavergne, TN 37086

EXPERIENCE

YWCA Nashville & Middle Tennessee

Vice President of Domestic Violence Services Nashville, TN

July 2022-Present

Oversee all daily operations and programs within a 65 bed women and children domestic violence shelter (largest in TN)

Speak community wide at various events on signs of domestic violence and safety

Plan strategically with management staff regarding ongoing, new, and future projects

Meet monthly/ or as needed to itemize budget and cost to keep on track

Meet and speak with families and help serve their needs

Manage a staff of 40+ people

Work with volunteers to increase engagement within community

Engage in weekly calls with organization wide executive leadership staff

Facilitate weekly check in calls with internal management team

Debra K. Johnson Rehabilitation Center, Nashville, TN

Associate Warden of Treatment

July 2020- June 2022

PROFESSIONAL HIGHLIGHTS

- 8+years direct service in correctional facilities
- 10+years in youth and adult educational settings
- 5+ years individualized case management services

SKILLS

Microsoft Office suite

Conflict management

Safety and security oriented

Certified First Aid/ CPR

Certified Women's Beyond Trauma Instructor

Certified in Correctional Behavioral Health

De-escalation tactics

- Strong interpersonal skills
- Team-oriented
- Goal-oriented
- Resourceful
- Flexible
- Dependable

COMMUNITY INVOLVEMENT

Published Author

Motivational Speaker

Plans, organizes, supervises, and evaluates all treatment services/ programs within facility policy driven towards department's mission Serve in Acting Warden capacity in absence of Warden Speak Publicly at any given time to represent organization Upon onsite of Covid and vaccinations, I created a video with TDOC communications department, sharing my experience on being vaccinated and why I thought it was important. (It was shared internally as well as throughout all TDOC social media streams) Speaker internally for events such as: Retrieving Independence Graduation Step- Down Program Graduation Memorial Services Drop In- Classroom Facilitation (I like to drop in, facilitate, share, and gain input) Obtained Behavioral Health certification. Also, Beyond Trauma taught to recognize the signs of trauma and pick up on those behaviors. I come with a trauma informed mindset allows you to reach someone where they are and understand how their trauma has affected their decisions in life that correlate with consequences. Everything works together to effectively start the rehabilitation journey. (Favorite Class is called "Houses" led by female offender certified in Peer Recovery. National Presenter for American Correctional Association (subject matters were Overnight Child Visitation & Step-Down Program) Effective in Strategic Planning- We have a coding program to begin soon, and we've had weekly zoom calls and/or visits for over 9 months now. We are few weeks away from launching. Anytime there is a new program or service I utilize effective planning for all parties to have open lines of communication. I'm currently on a team to incorporate a new incentive policy and on another for a new behavior model. We meet on zoom few times a month to discuss data, patterns, ideas, and brainstorm together. Outcome will be creation of new policies in these areas. Daily 7:45 Medical call to discuss any moving parts and keep all lines of communication open Weekly Warden's Meeting Weekly Behavioral Health Meetings Monthly Medical Compliance Meeting Monthly SART meeting Monthly Inmate Council Meeting Weekly Victim's Impact Meeting	Recreation Assistant Softball Coach COP Leadership Institute Vacation Bible School Leader Director of LIFT Ministry My Sister's Place, Mentor/Advocate • Delta Sigma Theta Sorority, Inc. Birmingham Alumni Chapter Member • Recreation Assistant Softball Coach
--	--

Bi-Weekly Step-Down Program Meeting

Monthly Associate Warden Meeting

Bi- Weekly Higher Education Call

Bi- Monthly Religious Services Call

Weekly Transition Center/ Annex Work Release Call

Monthly Associate Warden Direct Report Meeting-

The staff that I directly supervise, and all others know that I have an open-door policy. Even as busy as I can be daily, I feel it's very important to know your people and be able to be accessible to them if needed. I'm also very hands on and a lot of times I go to their work areas to check in.

Responsible for several tracking reports that must go out weekly to central office. (KIR, Education, Medical, Work Release, etc.)

Fiscal/ Budgeting- Meet with Fiscal Director and budget and discuss any areas there may be problems and/ or any amount that needs to be used within fiscal year. Any need there may be is presented on the table and if determined to be feasible and/or facility need it's approved. We also have a cut off limit when close to year end's budget. There is an emergency fund that can/ will be utilized if this need were to occur.

Manage/ Oversee the following under the treatment realm:

Medical- Health Service Administrator; Over 70 plus employees

Behavioral Health- Behavioral Health Administrator; Over 20 plus employees

Religious Services- Chaplain including 200 plus volunteers providing services to our population. I must sign/ approve all memos allowing any/all volunteers to come into our facility

Inmate Jobs- Inmate Jobs Coordinator

Education- Principal plus all Adult Basic Education teachers as well as higher education. Lipscomb, TCAT Nashville, & Nashville State

We also have contract employees that come in to facilitate courses such as cognitive behavior, victim's impact, parenting, etc.

Tricor Call center and Tag Plant; Call center ran within our facilities to outside entities (campaigns) Tag plant ran off site (TDOC) facility. (Your car TN state car tags are made by DJRC ladies)

Counselors- Chief Counselor- Thirteen counselor pool; responsible for intake, risk needs assessments, classification, liaison between prison and any other outside entity

Inmate Records- Records Manager plus two clerks

Grievance/ Title V Coordinator- Grievance Officer; If there is any type of complaint there can go through appropriate processes to make

sure there hasn't been any wrong course of action and if so, it's handled accordingly. Title V assures that no one is mistreated due to race, color, or national origin.

PREA Coordinator/ SART Coordinator/ PREA Compliance- PREA compliance manager (Prison Rape Elimination Act) Follow/ tract/ SART – if there is an incident make sure all protocol and time deadlines/ notifications are met

Transitional Center Annex/ Work Release- 143 Bed Transitional center/ working annex. (Phase program in which upon moving to third phase eligible for work release job in community) Our facility has five (5) work release partners whom I work with regularly. Offenders always have GPS monitoring bracelets for tracking purposes. (On call and receive alerts if there is any type of problem)

Chattanooga Release Center- 42 Bed Release Center located in Chattanooga; offenders also work outside in community while taking soft skill/ re-entry classes to help reintegrate them back into society

Child Overnight Visitation Program- Upon completing parenting classes and good behavior, offenders can have overnight visitation with their children age 6months- 5 years old from Friday-Sunday (twice a month) Special location designed and appropriated for this program.

Retrieving Independence Service Dog Program- Contracted program. Ladies are interviewed and must have clear behavioral record. Once in program and receive dog, intensive programming takes place for 15-18 months. (Dog is matched to receiver and based on that need it's trained according)

Restricted Housing Step Down Program: 33-week program for maximum custody level offenders to step down level by level and completion graduate back into general population. (Focuses on anger management/ behavior making/ trauma, etc.)

2021 Proud Graduate of Tennessee Government Management Institute (Selected in compilation with leaders within State of Tennessee Departments statewide) Intensive leadership training that gives leaders the knowledge, tests, skills to develop other leaders. Leaders lead others to lead! I'm very well rounded as I've worked on every level to now being an executive. I believe that respect is BIG, and you give it to the janitor just as you would the CEO. I'm very hands on and available to my staff. I will pick up trash or do a task that needs to be done if I see it in my path. Leaders must be seen and not just heard. This encourages your team to stay motivated and push a little harder in times of despair. Our nation is struggling with staff as am I. I allow my staff to flex time/ schedules within, if need be (approved), help any way I can, and I treat lunch randomly just to let them know they are appreciated. Most people don't

leave a job because of the job itself; they leave because of how they are treated. I lead by example and encourage staff to know that we will always succeed if we stick together as a team.

Debra K. Johnson Rehabilitation Center Unit
Manager January 2020-July 2020

Manage staff and offenders in general population as well as maximum security unit; oversee direct function of unit including supervision/security, adherence of tool instrument compliance, log book/post order unit compliant, complete performance assessments / evaluations, conduct daily cell/ unit inspections, plan/ schedule/ implement the order of daily order of offender movement, utilize emergency intervention techniques as needed, Sexual Assault Response Team member, any other task directed as needed.

Debra K. Johnson Rehabilitation Center (formerly TN
Prison for Women) Clinical
Case Manager/Discharge Planner

August 2019 – Jan 2020

Work with female offenders within 12 months of expiring their sentence. Assure that residents have continuity of care upon release from prison and entering back into society. Responsible for attending weekly treatment meetings and CQI meetings; maintain reports/ links with doctors. Assure that medical furloughs are completed monthly based upon dire needs of offenders.

Alabama Therapeutic Education Facility (ATEF), Columbiana,
AL Unit Manager

November 2018 - July 2019

Collaborated with the Treatment Director to implement the start of Women's Therapeutic Community, Emphasis on 5 Stages of Change: Substance Abuse Prevention, Anger Management, Healthy Relationships, and others. Enabled offenders to gain a trade in welding, carpentry, plumbing, hvac; also obtain OSHA and forklift certifications.

Managed female inmates and staff members. Monitor residents and maintain safety and compliance. Utilize crisis intervention techniques as emergency situations may arise. Assure that comprehensive assessment plans for residents and treatments are being met. Plan, schedule, and implement therapeutic programming schedules. Prepare and maintain personnel records and ensure compliance to procedures and track employee developmental training.

Co-chair Alumni Services Program.

Co-chair Family Services Program (after care treatment).

Co-chair Non-Workplace Violence Committee

Chair of Special Events/ Services committee.

Alabama Therapeutic Education Facility (ATEF), Columbiana,
AL Case Manager

June 2016 – November 2018

Monitor residents on unit. Facilitate classes, and responsible for safety. Grow & develop resident cognitive skills to assist in transitioning back into society. Provide case management and individual/ group counseling for an assigned caseload of residents.

Utilize crisis intervention techniques as emergency situations arise. Complete comprehensive assessment of clients' substance abuse history and treatment requirements. Develop individualized treatment plans. Facilitate classes including Relapse Prevention, Anger Management, Parenting, Life Skills, Criminal & Addictive Behaviors, and Co-occurring disorders.

Jefferson Co. Intellectual Disabilities Authority, Birmingham, AL
Case Manager

September 2012-2015

Assist intellectually challenged individuals to obtain and/or maintain waiver services, including their medical, social, and educational needs through monitoring, completing POC/Choice forms, screenings, documenting, and record keeping. Submit required billing reports accurately and in a timely manner.

Jackson Madison County Schools, Jackson, TN

Pre-K Teacher

January 2010-2012

Taught 4–5-year-old academic and life skills needed to get them prepared for kindergarten. Differentiated learning styles to meet the needs of the students. Volunteered as the Assistant Boys Basketball Coach at Rose Hill Middle School. Taught student athletes' fundamentals of basketball by providing the knowledge and giving them the encouragement to improve their performance. Train athletes and identify strengths and weaknesses. Worked with athletes to develop an individualized plan for improvement.

The Children's Guild, Level 5 Maximum Security Institution,

Chillum, MD

7th/8th Grade Teacher

April 2009-September 2010

Whiteville Correctional Facility, Whiteville, TN

GED Instructor, Correctional Officer 2006-2008

Jackson Madison County Schools, Jackson, TN

2nd/5th Grade Special Ed. Teacher 2003-2006

EDUCATION

Trevecca Nazarene University, Nashville TN

(Accepted into Organizational Leadership Program)

Lane College, Jackson, TN — *B.A. Interdisciplinary Studies*

June 2003

Graduated Cum Laude. Served as Class Rep. member of the student council. Captain of Lady Dragon Softball team. Student athletic trainer. Member of Marching Dragons Color Guard. Voted 2001 Football Homecoming Queen. Vice President of the Beta Chi Chapter of Delta Sigma Theta Sorority, Inc.

Daffany Baker is a proud mom, published author, speaker, and community leader. Her career journey highlights a number of years as a public-school educator as well as within the correctional area for almost 12 years. She has held many roles in correction with her previous being Associate Warden of Treatment at a local Nashville prison. She has worked both in private and state sectors. She has always been an advocate for re-entry, rehabilitation, and the fight to decrease the rates of recidivism.

Daffany obtained her undergraduate degree from Lane College and is a member of Delta Sigma Theta Sorority Inc. She is also a 2021 graduate of Tennessee Government Management Institute. She is certified in Correctional Behavioral Health & Beyond Trauma for Women. She is a member of Tennessee State Employees Association (TSEA) as well as American Correctional Association (ACA). Daffany has also been keynote speakers for various events such as graduations, leadership trainings, also to include a presenting at the National ACA Conference in Nashville, TN 2021 on restrictive housing units.

Daffany volunteers with Go Foundation alongside founder Patrick Houston, an award winning entertainer, & co- founder Michael Brown in order to give back by visiting prisons and communities speaking positive words to those that may have given up. There is always reading materials distributed for growth and encouragement.

Daffany has recently been nominated for a 2023 Social Impact Award for Women Who Rock Nashville. She is also proud to be a part of the leadership team at her church, Cathedral of Praise, Nashville, TN.

In her most current role, Daffany serves as Vice President of Domestic Violence Services for YWCA of Nashville & Middle Tennessee. She is able to be of service to women, men, and children that have found themselves in less than fortunate domestic violence situations and need a way out. She speaks throughout the community at various events to raise awareness about Domestic Violence, as those affected are increasing every day. She leads her DV team in providing all needed services to hundreds of families that rely on the YWCA in their time of need.

Daffany always strives to learn and grow while leading others to do the same along her path. She has a wealth of knowledge within correction and social services that allows her to continue building strong community partnership ties that in turn helps better our society.

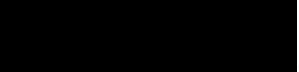
In her spare time she enjoys traveling, coaching her daughter's softball team, and just making cherished memories with family and friends.

CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☒ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: **Allen Walker** Cell Phone: 

Address:  Other Phone: _____

LaVergne Email Address: 

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Gautier High School	Alcorn State University	ITT Tech
City, State			
Years Completed	N/A	☒ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☒ 2 ☐ 3 ☐ 4
Course of Study	N/A	General Ed	Computer Networking
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Information Technology Consultant
List any experience that would apply to the Board or Committee you are applying for:	Project Management Six Sigma Process Improvement Operations Management Business Solution Creations
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I became a resident of LaVergne in 2020. I feel it is my civic duty to allow my experiences and skills to aid the community where I reside.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Torrance Miller		10+	
2	Paul Earls		10+	
3	Chris Blady		10+	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Allen Walker Digitally signed by Allen Walker
Date: 2023.02.28 14:18:01 -06'00'

Date: 2/28/2023

Please attach your resume. Thank you for your willingness to serve.

Allen Walker

Nashville, TN

Summary

Skilled IT Executive with 10+ years of experience and excellent problem-solving, organizational, and decision-making abilities. Well-versed in building technical services, delivering on-time and on-budget projects, managing IT workloads with co-located and off-site development teams, and leading strong pre-sales teams to above average results.

Skills

- | | |
|--|-----------------------------------|
| • Datacenter Infrastructure Management | • SQL Server Management |
| • Six Sigma Process Improvement | • Technical Documentation |
| • UNIX AIX | • Cisco Firewall and Networking |
| • ITIL Certified | • F5 & Kemp Load balancing |
| • Windows Server Management | • Backup Management |
| • Technical Project Management | • Technical Account Management |
| • Technical Process Training | • Cloud Computing |
| • Operations Management | • Technical Solution Selling |
| • Disaster Recovery | • Service Creation and Management |

WORK EXPERIENCE

Datacenter Capacity Engineer

October 2022 to Present

Meta/Facebook

Nashville, TN

- Plan, lead and collaborate with cross-functional data center teams to deliver complex data center infrastructure capacity projects. Discovery of customer's critical business issues and requirements.
- Create/improve global standards for processes, workflow and automation roadmaps for software automation that facilitate deployment, maintaining and decommissioning of server hardware at scale.
- Data trending, analysis and interpretation of systemic issues that impact fleet uptime and utilization. Perform root cause analysis of complex technical and engineering issues and drive resolution.

IT Consultant**April 2022 to October 2022****The Nella Group****Nashville, TN**

- Technical service creation and pricing.
- Discovery of customer's critical business issues and requirements
- Solution design to meet customer requirements.
- Participation in and assistance with sales process and installation

Solution Engineer**April 2020 to April 2022****Flexential****Nashville, TN**

- Technical leadership with customers and prospects for pre-sales engineering
- Discovery of customer's critical business issues and requirements
- Solution design to meet customer requirements.
- Participation in and assistance with sales process and closure (solution selling)
- Ensuring accurate pricing of complex sales proposals and assisting in RFP responses

Operations Manager**October 2018 to April 2020****HealthTrust / HCA****Nashville, TN**

- Personal Management
- Creation, Implementing, and management of Operational Services
- Internal and External process implementation and training
- Six Sigma Process Improvement and process creation
- ITIL service implementation and management

Systems Engineer**July 2016 to July 2018****HealthTrust / HCA****Nashville, TN**

- Installation, configuration, and management of Windows infrastructure to support Software Engineering.
- IIS configuration and management to support proprietary software designed or business needs
- F5 load-balancer configuration and management.
- IBM DataPower system deployment and management.
- Six Sigma Process Improvement
- VMware ESX Infrastructure with VM Management

Technical Assistance Engineer**June 2014 to June 2016****Peak10 Data Center Solutions****Nashville, TN**

- Operation System installation and management of RedHat Enterprise Linux, Ubuntu Windows Servers
- Management and installation of Fortinet firewalls, Kemp Load balancers, and Cisco Switches
- Installed, configured, and documented data protection solutions for Microsoft, and Linux VM Operation Systems.
- Provided technical project and account management for complex accounts
- VM management and migration within VMware ESX Infrastructure

Application System Engineer**May 2011 to June 2014****Peak10 Data Center Solutions****Charlotte, NC**

- Application installation and management of SQL 2008, Exchange 2010, and SharePoint 2010
- Operation System installation and management of RedHat Enterprise Linux, AIX Unix, and Windows 2008
- Management of Fortinet and Cisco firewalls, F5 Load balancers, and Cisco Switches
- Installed and configured data protection solutions for Microsoft applications and Linux/Unix/Windows Operation Systems.
- Provided technical project and account management for complex accounts.

Facilities Engineer***August 2008 to May 2011*****Peak10 Data Center Solutions****Nashville, TN**

- Troubleshoot network and facilities issues within a datacenter environment.
- Technical assistance with servers, routers, PDU's, and switches.
- Completed routine backup tape rotations and restores.
- Performing checks and monitoring on diesel generators, water chillers, PDU's and HVAC units.

Technical Support Technician***August 2007 to August 2008*****Spheris****Nashville, TN**

- Resolution of service issues with Windows XP, NT Workstation, and PC hardware.
- Customer services via phone and remote system software.
- Test returned equipment, identifying technical issues.
- Retrieval and escalation of service issue with internal and external technicians.

Network Technician

July 2007 to August 2007

Neka24 Network Solutions/Abercrombie and Finch-Hollister Co.

Nashville, TN

- Installation and testing CAT5 cables and Belden RJ-45 Connectors.
- Installation of Cisco IP phones, wireless access points, routers, switches, and hubs.
- Assured network functionality and connectivity.
- Installation of router racks, uninterruptible power supply (UPS), and components.

Education

Associate of Science: Information Technology – Computer Network Systems **09/2006**

ITT Technical Institute

Nashville, TN

Certifications

ITIL Foundation

Six Sigma Green Belt



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: MARCH 7, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Construction Board of Adjustment and Appeals

Appointed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
David Waldron - Chairman	February 1995	January 31, 2024
Felicia Anderson - Vice-Chairman	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2027
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2023
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2024

The term for Jeff Moss expired on January 31, 2023. We have contacted him and he would like to stay on this board. We have been advertising this position on Channel 3 and Social Media, but have not received any other applications.

Current Applicant:

- Jeff Moss



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Vacant - Vice-Chairman - LPD	June 2013	December 31, 2025
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Christopher Buck - Box 100	June 2021	December 31, 2024
Daniel Campbell - WTP	November 2018	December 31, 2026
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2023
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2023
Brent Hatcher - Police Department	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2023
Steve Pope - Ambulance Service	January 2021	December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Vacant - Finance	September 2007	December 31, 2023
Adam Rose - R.C. S.O.R.T.	April 2014	December 31, 2023
Randolph Salyers - Codes Department	July 2012	December 31, 2023
Chris Schmidt - Rescue Unit	October 2005	December 31, 2026
Alexandra Thompson - Stormwater	August 2020	December 31, 2026

We have two vacancies on this committee. Staff recommends that the Police Department position remain unfilled until a new police chief can be hired. Staff also recommends that Tonya Williams be appointed to fill the Finance Department position.