

WORKSHOP AGENDA

Board of Mayor and Aldermen

March 30, 2023 @ 6:30 PM

For the April 4, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: March 7, 2023 Regular Meeting.
2. Presentations:
 - A. Certificates of Recognition - Certified Playground Safety Inspectors. (Meeting only.)
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

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.)

4. Consent Agenda Items:
 - A. Approve Change Order #2 for the 2022 Water Storage Tank Improvements Project.
 - B. Approve a League Facility User Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading League.
 - C. Approve Paving Improvements for the Senior Center Parking Lot.
 - D. Approve Paving Improvements for the Library Parking Lot.
 - E. Ratify the Approval of a Program-Funded State and Local Task Force Agreement with the United States Department of Justice, Drug Enforcement Administration.

NEW BUSINESS

5. First Reading - **Ordinance #2023-06** - An Ordinance to Amend Article IV, Section 5.055 of the City of La Vergne Zoning Ordinance Regarding the Floodway and Flood Fringe Districts. (Received a favorable recommendation from the Planning Commission on March 28, 2023.)
6. First Reading - **Ordinance #2023-07** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.
7. First Reading - **Ordinance #2023-08** - An Ordinance to Amend the Fiscal Year 2022-2023 Senior Citizens Fund Budget.
8. First Reading - **Ordinance #2023-09** - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.
9. **Resolution #2023-08** - 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 #2023-09** - A Resolution to Accept the Minerva Village Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on January 31, 2023.)
11. **Resolution #2023-10** - A Resolution to Accept The Retreat at Finch Branch, Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on February 28, 2023.)
12. **Resolution #2023-11** - A Resolution Authorizing the City of La Vergne to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements.
13. Motion to Authorize the Mayor to Dismiss the Word of Life Lawsuit.
14. **Appoint or Remove Board / Committee Members:**
 - A. Historical Preservation Advisory Committee. (One term is vacant.)
 - B. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
 - C. FYI - Beautification and Arts Advisory Committee. (One term expires 4/30/23.)
 - D. FYI - Senior Citizens Advisory Committee. (Two terms expire 4/30/23.)
15. Discussion - City Administrator Performance Evaluation - Andrew Patton. (Workshop only)
16. Discussion - Term Limits - Mayor Cole. (Workshop only.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

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

CALL TO ORDER

The March 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 Carol Haas, Alderman Kara Hobbs and Alderman Dennis Waldron.

A prayer was led by Alderman Haas. The Pledge of Allegiance was led by Alderman Waldron.

ORDER OF BUSINESS

1. Approve Minutes: February 7, 2023 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the February 7, 2023 regular meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Presentations:

A. Certificate of Recognition. Mayor Cole presented certificates of recognition to the La Vergne High School Boys Basketball team.

3. 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. Tonya Williams gave the report for the Finance Department.

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

OLD BUSINESS

4. **Second Reading - Ordinance #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.**

A motion was made by Alderman Waldron, seconded by Alderman Haas, to approve Ordinance #2023-02 on second reading, was adopted following a roll-call vote.

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

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.**

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to accept the request to withdraw Ordinance #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

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

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

Alderman Waldron	AYE
Alderman Hobbs	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE

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

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2023-05 on second reading.

Alderman Haas asked about the budget. Mayor Cole explained the budget process.

Mayor Cole asked if the Board wanted to continue with the motion to approve the ordinance.

Vice-Mayor Noe withdrew his motion. Alderman Haas withdrew her second.

A motion, made by Alderman Haas, seconded by Mayor Cole, to deny Ordinance #2023-05 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

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.

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

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.**

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Resolution #2023-05, 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 #2023-06 - A Resolution to Write Off Water Department Bad Debts.

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Resolution #2023-06, was approved following a roll-call vote.

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

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.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2023-07, was adopted following a roll-call vote.

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

Mayor Cole

AYE

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.

City Attorney Evan Cope made comments about the contract and his concerns. Alderman Waldron asked about the item. Mr. Cope explained. A discussion ensued.

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve the real estate purchase and sale agreement with Noon La Vergne MarketPlace, LLC,.

Vice-Mayor Noe made comments about the property and the price. He also made comments about the Economic Development team and the Stormwater building. Vice-Mayor Noe asked Codes Director Randolph Salyers about the building.

Mr. Salyers made comments about the building and stated that the biggest need is space. He explained that the City is growing and the the building is too small for all the departments it currently holds. A lengthy discussion ensued.

Alderman Waldron made comments about the merchants that may come to the City. He explained his concerns with the price of the property and the new Public Works building.

Alderman Hobbs stated that the property should be re-appraised. She made comments about the retail space.

Vice-Mayor Noe asked Mr. Cope about the language of the contract. Mr. Cope explained his concerns. A discussion ensued.

The motion was adopted following a roll-call vote.

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

13. Motion to Approve an Agreement with Ralph Andersen and Associates for Recruitment Services for the Police Chief Position.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve the agreement with Ralph Andersen and Associates, for recruitment services, was adopted following a roll-call vote.

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

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

A motion, made by Vice-Mayor Noe, seconded by Alderman Waldron, to award the bid for the construction of the Public Works and Community Development Services Facility to Alston Construction Company, Inc. for \$25,500,000.00, was adopted following a roll-call vote.

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

15. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. Mayor Cole appointed Daphne Baker to the Beautification and Arts Advisory Committee. The Board confirmed the appointment with all voting AYE.

B. Construction Board of Adjustment and Appeals. A motion, made by Alderman Haas, seconded by Mayor Cole, to reappoint Jeff Moss to the Construction Board of Adjustment and Appeals, was adopted with all voting AYE, except Alderman Waldron who voted NO.

C. Local Emergency Planning Committee. Mayor Cole appointed Graeme Coates to the Economic Development Advisory Committee. The Board confirmed the appointment with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron made comments about the voting. He asked everyone to check on their pets and the elderly.

Alderman Hobbs reminded everyone about the La Vergne Rescue monthly country ham breakfast on Saturday.

Alderman Haas made comments about the softball and baseball sign-ups. She stated

that the season opens April 15, 2023.

Mayor Cole stated that he was looking forward to the season's opening day for the softball and baseball leagues .He made comments about hire and fire process. He explained that the Planning Commission is appointed by the Mayor. He made comments about the appointments for the different boards. He made comments about the Police Department and preventing what happened in the future.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 8:04 p.m.

Mayor

City Recorder

Approved: _____

March 13, 2023

Mr. Kyle Brown P.E.
Assistant City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

**RE: 2022 WATER STORAGE TANK IMPROVEMENTS
CHANGE ORDER #2 (FINAL ADJUSTING CONTRACT PRICE)
PWSID # 0000386, PROJECT NUMBER DW20220200, G&M FILE # 442-122**

Dear Mr. Brown,

Please find enclosed the Change Order #2 Packet for the 2022 Water Storage Tank Improvements, where the primary scope of work included the exterior coating and miscellaneous exterior repairs of the Sanders Drive 2-million gallon concrete tank and Sanford Knob 2-million gallon concrete tank. This Change Order #2 is the "Final Adjusting Change Order" for establishing the final Contract Price. The overall, final Contract Price is based on adjustment of the Unit Price Bid Form quantities to reflect the actual quantities installed during the project, with the exception of the Warranty Inspections. The two warranty inspections (one per tank location) will be completed in Summer 2023. All other Bid Items not used or not fully used have been deducted, resulting in a decrease of \$676.43 in the Contract Price established by Change Order #1 for a final Contract Price of \$528,433.53.

There is an adjustment to the Contract Time for the final completion date of an addition of 38 days due the scheduling and completion of the steel tank pressure washing scope of work added in Change Order #1. The Contractor did complete each primary scope of work related to the individual concrete tank exterior coatings and repairs before the original substantial completion date, so there is no adjustment to the substantial completion date.

Please do not hesitate to contact me if you have any questions or concerns at 615-895-8221 or jensey@griggsandmaloney.com.

Sincerely,
GRIGGS & MALONEY, INC.



Jaimi E. Ensey, P.E.

Encl: Change Order #2 C-941 Form (1 page)
Contract Unit Price Quantities Spreadsheet (1 page)

Copy: Mr. Bruce Richardson, City of La Vergne
Mr. Michael Dietz, City of La Vergne
Mr. Scott Tatalovich, City of La Vergne
Mr. Ryan Maloney, Griggs and Maloney, Inc.

SECTION 00941

CHANGE ORDER

Change Order No. 2

Date of Issuance: February 17, 2023	Effective Date: April 4, 2023
Owner: City of La Vergne	Owner's Contract No.: 442-122
Contractor: Crom, LLC	Contractor's Project No.: 2022R21
Engineer: Griggs & Maloney, Inc.	Engineer's Project No.: 442-122
Project: 2022 Water Storage Tank Improvements	Contract Name: 2022 Water Storage Tank Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: *This change order includes the final contract adjustment price based on final installed quantities of each unit price bid item.*

Attachments: *G&M Spreadsheet for Contract Price adjusted based on final, installed quantities to date.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>529,109.96</u>	Original Contract Times: Substantial Completion: <u>August 31, 2022</u> Ready for Final Payment: <u>October 1, 2022</u> <i>days or dates</i>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : -\$ <u>4,023.57</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> <i>days</i>
Contract Price prior to this Change Order: \$ <u>533,133.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 20, 2022</u> Ready for Final Payment: <u>October 21, 2022</u> <i>dates</i>
[Increase] [Decrease] of this Change Order: -\$ <u>4,700.00</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>38</u> <i>days</i>
Contract Price incorporating this Change Order: \$ <u>528,433.53</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 20, 2022</u> Ready for Final Payment: <u>November 28, 2022</u> <i>days or dates</i>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Jaimi Ensey</u>	By: _____	By: <u>R. Blake Roberts</u>			
<i>Engineer (if required)</i>	<i>Owner (Authorized Signature)</i>	<i>Contractor (Authorized Signature)</i>			
Title: <u>Engineer</u>	Title: _____	Title: <u>VP/ Asst Secretary</u>			
Date: <u>3/14/23</u>	Date: _____	Date: <u>03/07/2023</u>			

Approved by Funding Agency (if applicable)

By: N/A Date: _____
Title: N/A

END OF SECTION 00941

Project 442-122

00941-1

**2022 WATER STORAGE TANK IMPROVMENTS
LA VERGNE, TENNESSEE
ACTUAL CONTRACT QUANTITIES
FEBRUARY 17, 2023**

Project No. 442-122

Item No.	Description	Unit Price	Unit	Original Contract based on Bid Form Estimated Quantities		Contract Price based on Actual Installed Quantities + CO#1 as of 10/1/22		Contract Price based on Actual Installed Quantities (FINAL ADJ.)	
				Estimated Quantity	Amount	Actual Quantity	Amount	Actual Quantity	Amount
1	General Conditions, including but not limited to mobilizations, demobilizations, overhead, profit, subcontractor/rental/SCADA integrator coordination, all fees (e.g. Bond Fees, Insurance, Permits) for both facilities	\$9,000.00	LS	1	\$9,000.00	1	\$9,000.00	1	\$9,000.00
2	Exterior sound side wall inspection at each site	\$6,500.00	EA	2	\$13,000.00	2	\$13,000.00	2	\$13,000.00
3	Exterior crack repairs (greater than 1/64th inch wide)	\$18.37	LF	1800	\$33,060.00	1800	\$33,060.00	1800	\$33,060.00
4*	Exterior spalled concrete repair up to ¾" depth	\$62.40	SF	250	\$15,600.00	6	\$374.40	6	\$374.40
5	Exterior concrete coating system (including repair of cracks less than 1/64th inch wide) at Sanders Drive Facility, approximately 18,728 square feet	\$139,960.00	LS	1	\$139,960.00	1	\$139,960.00	1	\$139,960.00
6	Exterior concrete coating system (including repair of cracks less than 1/64th inch wide) at Sanford Knob Facility, approximately 18,912 square feet	\$136,810.00	LS	1	\$136,810.00	1	\$136,810.00	1	\$136,810.00
7*	Resurface and repair as necessary defective concrete overflows	\$333.33	EA	6	\$1,999.98	0	\$0.00	0	\$0.00
8	Replace and secure perimeter concrete overflow screens with 24/24 stainless steel mesh	\$485.00	EA	6	\$2,910.00	6	\$2,910.00	6	\$2,910.00
9	Install new fiberglass eyelid cover on each overflow	\$658.33	EA	6	\$3,949.98	6	\$3,949.98	6	\$3,949.98
10	Replace and secure center ventilator screens with 24/24 stainless steel mesh (multiple screens per ventilator)	\$615.00	EA per vent	2	\$1,230.00	2	\$1,230.00	2	\$1,230.00
11	Install confined space safety placards near all roof and ground level manways (multiple needed per tank)	\$62.50	LS per tank	2	\$125.00	2	\$125.00	2	\$125.00
12	Replace gaskets and hardware on sidewall manways with new NSF 61 gaskets, new stainless steel bolts, brass nuts and stainless steel washers (Qty is per manway)	\$475.00	EA	3	\$1,425.00	3	\$1,425.00	3	\$1,425.00
13	Interior tank dewatering, washout and interior inspection with comprehensive report (1 per facility); City will be responsible for draining the tank until the water level is approx. 2 feet above bottom of tank.	\$13,240.00	LS per tank	2	\$26,480.00	2	\$26,480.00	2	\$26,480.00
14	Ductile Iron overflow pipe cleaning and coating, including commercial blast cleaning surface preparation at each facility; flange-to-flange and pipe support hardware replacements. Contractor shall remove all debris from the cleaning and preparation of the DI overflow pipe.	\$16,730.00	LS per tank	2	\$33,460.00	2	\$33,460.00	2	\$33,460.00
15	Tank disinfection per AWWA C652 Chlorination Method 2 (per facility)	\$1,500.00	LS per tank	2	\$3,000.00	2	\$3,000.00	2	\$3,000.00
16*	Removal of rebound shotcrete on top surface of concrete tank foundation of each concrete tank (full tank perimeter)	\$4,400.00	LS per tank	2	\$8,800.00	1	\$4,400.00	1	\$4,400.00
17	Sanders Drive STEEL tank base to concrete ring wall foundation grout joint replacement (full tank perimeter)	\$19,300.00	LS	1	\$19,300.00	1	\$19,300.00	1	\$19,300.00
18*	Erosion Control, Site Grading, Seeding and site restoration per facility	\$2,500.00	EA	2	\$5,000.00	0	\$0.00	0	\$0.00
19**	SCADA Allowance for temporary relocation of SCADA equipment at Sanders Drive per Section 00800, Section 01025, Appendix A, & the Plans.	\$15,000.00	EA	1	\$15,000.00	0.78	\$11,718.97	0.78	\$11,718.97
20**	SCADA Allowance for temporary relocation of SCADA equipment and related SCADA assistance at Sanford Knob per Section 00800, Section 01025, Appendix A, & the Plans.	\$20,000.00	EA	1	\$20,000.00	0.73	\$14,526.18	0.73	\$14,526.18
21**	Independent Coating and Paint Inspection Allowance per tank per Section 00800, Section 01025 and Appendix B.	\$15,000.00	LS per tank	2	\$30,000.00	2	\$30,000.00	1.69	\$25,300.00
22***	Independent Warranty Inspection Allowance per tank, per Section 00800, Section 01025 and Appendix B.	\$4,500.00	LS Per tank	2	\$9,000.00	2	\$9,000.00	2	\$9,000.00
C.O 1.1	Spall Repairs at Dome	\$19,761.00	LS	0	-	1	\$19,761.00	1	\$19,761.00
C.O 1.2	Hollow Repairs at Sidewall	\$10,364.00	LS	0	-	1	\$10,364.00	1	\$10,364.00
C.O 1.3	Pressure Wash Steel Tanks	\$9,279.00	LS	0	-	1	\$9,279.00	1	\$9,279.00
ORIGINAL CONTRACT AMOUNT / CHANGE ORDER #1 NET AMOUNT (see reductions from Bid Items #4, 7, 16, 18, 19, 20)				\$529,109.96		\$4,023.57		-\$4,700.00	
CONTRACT AMOUNT AS OF CHANGE ORDER #1 / CHANGE ORDER #2 NET AMOUNT (see Bid Item #21)						\$533,133.53			
TOTAL CONTRACT AMOUNT AS OF CHANGE ORDER #2 (FINAL ADJUSTING C.O.)								\$528,433.53	

* The Bid Items #4, 7, 16, 18 quantities were completed by Pay App #3, where no additional will be paid for these line items.

** The Bid Items #19, 20, and 21 allowance were completed in full at the amount shown in the last column above, where invoices were received by Nov. 2022. No additional will be paid for these line items.

*** The Item #22 allowance will not be utilized until the 11-month warranty inspection for each tank site. It will be billed upon completion of each warranty inspection and receipt of report with any repair recommendations clearly identified.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: Approve a League Facility User Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading League.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Signed Football Agreement

Summary:

This will approve an annual League Facility User Agreement for the Youth Football League.

Background Information:

The term of this League Facility User Agreement shall be for one season, beginning on July 8, 2023 and continuing until November 18, 2023. The league shall have a non-exclusive right to use the property during the term of the agreement, but only on the dates and times scheduled by the City as set forth in Exhibit B.

Financial Summary:

User agrees to pay a flat fee of \$2,000 to the City of La Vergne to cover the costs of field maintenance. The fee is payable at the end of the season - December 1, 2023.

Staff Recommendation:

Staff recommends approval.

LA VERGNE PARKS AND RECREATION

2023 LEAGUE FACILITY USER AGREEMENT

This User Agreement made and entered for the 2023 Season between the City of La Vergne, hereafter referred to as “City”, and the Rutherford County Crimson Tide Youth Football & Cheerleading League, hereafter referred to as “User”. In consideration of the mutual promise and agreement continued herein, the City and User agree to a Partnership as follow:

1. Purpose.

- a. The City and User enter into this Agreement for the mutual purpose of providing local youth with the opportunity to learn, play and appreciate the games of football, inspiring them to recognize their potential and realize their dreams. Through this Agreement, the City and User shall work to achieve the following goals in a safe and positive environment: increase participation and interest among disadvantaged youth in football; promote healthy living and eating and encourage and facilitate exercise; develop self-esteem and teach valuable life lessons; and, encourage academic participation and academic achievement.
- b. The City agrees to allow User to use City park property as designated in Exhibit A (hereinafter, “property”), attached hereto, for the sole purposes of conducting the league and related activities. User agrees to comply with the terms of this Use Agreement, the rules and regulations of the La Vergne Parks and Recreation Department, and applicable city, state and federal laws and regulations.
- c. Subject to the City's express approval of the merchandise, User may provide for the sale of merchandise at the concession stands during and immediately before and after ball games.
- d. Both parties will work together to keep the property clean.

2. Term.

The term of this Use Agreement shall be for one season, beginning on July 8, 2023, and continuing until November 18, 2023. The User shall have a non-exclusive right to use the property during the term of the Use Agreement, but only on the dates and at the times scheduled by the City as set forth in Exhibit B. The City reserves the right to schedule other activities at the Property on dates not in use by the User. User may not schedule any activity (practice, game, tournament) for the Property for a date or time other than as specified on Exhibit B, except as specifically approved by the Director of Parks and Recreation or the Director's designee.

3. City's Obligations.

- a. The City shall maintain the ball fields in satisfactory playing condition for the normal schedule on Exhibit B.

- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the restrooms, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms once per day. **Additional cleanup and paper products shall be provided by the User.**
- c. The City shall provide building maintenance for existing concession stands. The City does not maintain concession equipment (i.e. fryers, coolers, freezers, ice machine)
- d. The City shall maintain the parking areas.
- e. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the fields unusable prior to 3:30 p.m. on scheduled weekdays, Monday through Thursday, and prior to 5:00 a.m. on Saturdays, and shall make reasonable efforts to notify the official(s) designated by the User. User shall be bound by City's determination of usability. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department as soon as possible.
- f. The City shall pay for utility services (water, electricity & basic telephone service) at the Property. Any additional telephone lines shall be the responsibility of the User.
- g. The City shall require that the User provide the City with the dates and times that the league will use the fields as set forth in Exhibit B no later than two weeks prior to the first scheduled game.
- h. The City shall provide a staff member to coordinate with the league relative to league activities.

4. **User's Obligations.**

- a. The User shall provide any additional maintenance of the ball fields required beyond the normal schedule but shall provide such maintenance only with the prior approval of the City.
- b. The User shall not sell any alcohol or tobacco products in concession stands. The User shall not sell any beverage or item not approved, prior to sale, by the City.
- c. The User must provide the City with a list of vendors. All deliveries must be made on specific days and times agreed upon by the User and the City.
- d. User shall, within sixty (60) days of a request issued by City, provide a financial statement from the previous year which identifies and includes all revenues and expenses (entry fees, concessions, equipment, etc.).
- e. The User must provide the City with game schedules no later than two weeks prior to the first scheduled game. User shall not schedule games or practices at Veterans Memorial Park according to **Exhibit B**.

- f. The User shall clean and secure all press box facilities, concession areas, offices, and adjacent areas on a daily/nightly basis on the dates specified on Exhibit B.
- g. The User shall maintain and leave the facility grounds litter-free. User will assist City with pick-up of trash and litter by emptying receptacles and putting sealed bags in a designated area for pickup. User may use signage, frequent announcements, and labor by volunteers and supporters to maintain clean and orderly facility and grounds.
- h. The User shall provide supplemental first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood-borne pathogens.
- i. The User shall determine if the playing fields and facility are safe before any usage. User shall immediately advise the City of any defective or unsafe conditions on the Property, and shall not use any facility deemed unsafe until corrected.
- j. The User shall provide and pay umpires during their playing season. The User shall also provide Scorekeepers during their playing season.
- k. The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ball field lights on until at least 30 minutes before sunset and shall make sure the ball field lights are kept off for fields not in use for official practice or games. On an overcast day, the ball field lights may be turned on if the Parks and Recreation Director or Parks Supervisor is notified and gives his/her approval.
- l. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and postseason games.
- m. The User shall provide access to any and all records of User, and shall respond to the City's reasonable requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement, and User shall provide copies of same to City if necessary. Such information shall be provided to the City within fourteen (14) calendar days.
- n. The User is responsible to notify all County and City agencies relating to the safe operation of the event.
- o. The User is responsible to provide enough staff to conduct the event in a safe and enjoyable manner, and will provide additional security if requested by the City.
- p. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Vendors shall comply with all state and city laws and regulations.
- q. User shall provide a written description of field requirements at least two weeks prior to the start of each season. In addition, User shall provide a complete schedule of all games to be played.

- r. User shall ensure that criminal background screenings have been performed on all employees and coaches working with children in this program. User shall perform the same prior to the start of the season, at no cost to the City. User will provide City with a letter certifying that all necessary background checks have been performed and that each person of whom a background check is required has been approved for participation. Additionally, upon request of the City, a copy of all background checks (pass or fail) shall be provided to the City along with proof of passing the state mandated concussion recognition course.
- s. There will be absolutely no parking on islands
- t. Football field will be used for games only, alternate practice locations are available. Please see exhibit A for directional purposes on areas acceptable to practice on.
- u. There will be no practice on any baseball/softball infields or outfields.
- v. Copies of player's registration forms
- w. Removal of all locks on freezers and refrigerators (maintenance issue)
- x. Portable light towers will not be provided by the City of LaVergne
- y. User shall pay a flat fee of \$2,000.00 to the City of La Vergne to cover the cost of field maintenance. The fee is payable at the end of the season, December 1, 2023.
- z. The User shall be responsible for the disposal of trash and litter from receptacles. The City will provide the trash liners. The User will also ensure that parking lots are trash free after use of the facility.

5. User's Representations.

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

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform to the City's sign ordinance, a copy of which shall be provided to User by City upon request. Any signage must be removed at the request of City. All signs must be properly secured at all four corners. Any sign not properly secured or in poor condition will be removed.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

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

9. Concessions Sales.

The sale of food and drinks on Property during the term of the Agreement will be allowed as follows:

User shall be responsible for purchasing any food or drinks that are sold at the concession stand. User will collect and keep all receipts, and will keep the books and make them available upon request from City. User will deposit all money received into its account from which the sales tax will be paid by User. It is User's responsible to see that all sales tax is lawfully collected and paid.

10. Indemnification.

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

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

11. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. Either party may terminate this Use Agreement at any time, with or without cause. Termination may result from either

party's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the terminating party may, but is not required to, give the other party an opportunity to timely correct the default.

12. Amendment.

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

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

CITY OF LA VERGNE

**RUTHERFORD COUNTY
CRIMSON TIDE YOUTH**

Signature

By: Jason Cole

Title: Mayor

Date: _____



Signature

By: Derek Johnson

Title: President

Date: 3-15-23

EXHIBIT LIST FOR
LEAGUE USE AGREEMENT

Exhibit A: Map or Designation of Property Reserved for the Event(s)

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

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

Exhibit A

Map or Designation of Property Reserved for the Event(s)

(See Attached PDF)

Exhibit B

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

Regular Season Dates:

- July 8, 2023 – November 18, 2023

Regular Season Times:

- Monday, Tuesday, Wednesday, and Thursday: 5:00 p.m. through 9:30 p.m.
- No Practices or Games Scheduled on Fridays
- Saturday: 8:00 a.m. through 8:00 p.m.

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

Movies in the Park (TBD)

Music in the Park (TBD)

National Night out (TBD)

07/04/2023 - Independence Day Celebration

08/11/2023 - Howl at the Moon 5K

08/24/2023 – 08/26/2023 – Carnival (tentative dates)

09/15/2023 - Old Timers Festival "Kick-Off" Concert

09/16/2023 - Old Timers Festival & Parade

10/21/2023 – Zombie Walk / Goblins and Goodies

11/11/2023 - Veterans Day Ceremony

Exhibit C

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

(To be Attached by User)



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: Approve Paving Improvements for the Senior Center Parking Lot.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments:

1. Senior Center Paving
2. Senior Center Striping

Summary:

This is a request to approve paving improvements to the parking lot at the Senior Center.

Background Information:

This year's Capital Fund included \$34,403 for improvements to the Senior Center parking lot. We have received updated quotes for the asphalt topping and the striping of the parking lot.

Financial Summary:

The updated quotes for paving (\$43,578.87) and striping (\$1,200.00) total \$44,818.87. The remaining balance for the parking lot improvements (\$10,415.87) would require a budget amendment.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Andrew Stophel Phone: 615-971-4086 Date: 3/7/23
Street: _____ Job Name: Senior Citizen Center
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$663.18

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

ASPHALT PAVEMENT

Asphalt Overlay: (Mill as needed)

- Mill Tie-Ins (500 sq yds) @ \$11.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of 1.25" of asphalt topping and compact (2,500 sq yds) (220 tons)
■ Cost ----- \$43,578.87

NOTE:

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

- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____



935 3rd Ave South
Nashville, TN 37210
Phone: 615-255-8614
Fax 615-242-5404

PROPOSAL

Proposal created for: LAVERGNE CITY HALL ATTN: ANDREW STOPHELE		Job Name: LAVERGNE SENIOR CENTER	
Address 5093 MURFREESBORO RD		Job address: 337 STONES RIVER RD	
City, State Zip LAVERGNE, TN 37086		City, State Zip: LAVERGNE, TN 37086	
Phone 615-971-8046	Fax	Email: astophele@lavergnetn.gov	Date: 3-15-23

The following price is to layout and paint parking area after asphalt overlay.

BASE BID:
LAYOUT AND PAINT \$890.00

ALT I:
OVERFLOW LOT \$350.00
\$1,240.00

One (1) mobilization included extras will be \$500.00 each

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$

Payment to be made as follows:

Net Upon Completion 10 Days

Acceptance of Proposal – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for days.

Authorized Signature Mark Nelsen, Estimator	Date 3-15-23
--	-----------------

Date of Acceptance _____ Signature _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: Approve Paving Improvements for the Library Parking Lot.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments:

1. Library Paving
2. Library Striping

Summary:

This is a request to approve paving improvements for the parking lot at the library.

Background Information:

This year's Capital Fund included \$40,000 for improvements to the Library parking lot. We have received updated quotes for the asphalt topping and striping of the parking lot.

Financial Summary:

The updated quotes for paving (\$51,692.37) and striping (\$1,700.00) total \$53,392.37. The remaining balance for the parking lot improvements (\$13,392.37) would require a budget amendment.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E

Wartrace, TN 37183

(931) 389-9671

Organization: City of Lavergne Proposal Submitted: Andrew Stophel Phone: 615-971-4086 Date: 3/9/23
Street: _____ Job Name: Library
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$663.18

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

ASPHALT PAVEMENT

Asphalt Overlay: (Mill as needed)

- Mill Tie-Ins
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.25" of asphalt topping and compact (3,637 sq yds)
- Cost ----- \$51,692.37

NOTE:

- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- No Striping Included in quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)

- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____



935 3rd Ave South
Nashville, TN 37210
Phone: 615-255-8614
Fax 615-242-5404

PROPOSAL

Proposal created for: LAVERGNE CITY HALL ATTN: ANDREW STOPHELE		Job Name: LAVERGNE PUBLIC LIBRARY	
Address 5093 MURFREESBORO RD		Job address: 5063 MURFREESBORO RD	
City, State Zip LAVERGNE, TN 37086		City, State Zip: LAVERGNE, TN 37086	
Phone 615-971-8046	Fax	Email: astophele@lavergnetn.gov	Date: 3-15-23

The following price is to layout and paint parking area after asphalt overlay.

LAYOUT AND PAINT \$1,700.00

One (1) mobilization included extras will be \$500.00 each

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$

Payment to be made as follows:

Net Upon Completion 10 Days

Acceptance of Proposal – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for days.

Authorized Signature Mark Nelsen, Estimator	Date 3-15-23
--	-----------------

Date of Acceptance _____ Signature _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: Ratify the Approval of a Program-Funded State and Local Task Force Agreement with the United States Department of Justice, Drug Enforcement Administration.

Department: Police

Presented By: Brent Hatcher

Item Attachments: 1. Task Force Agreement - DEA - 2023-02-22

Summary:

This is to ratify the approval of a Task Force Agreement with the Drug Enforcement Administration for Fiscal Year 2022-2023.

Background Information:

In order to be reimbursed for any overtime costs since October 2022, this agreement was necessary to finish out the current term of the La Vergne Police Officer who was participating in this DEA task force. The Police Department has decided to end our relationship with the DEA, effective March 18, 2023, so this agreement is actually no longer in effect. This was signed after the agenda deadline for the March meeting, so that's why it was not considered at the last meeting.

Financial Summary:

This agreement allowed for reimbursement for overtime costs for the officer's participation in this task force.

Staff Recommendation:

Staff recommends approval.

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the La Vergne, Tennessee Police Department ORI/UEI# C989JJACBLZ6 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Middle Tennessee area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of State of Tennessee, the parties hereto agree to the following:

- 1 The Middle Tennessee Drug Enforcement Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Middle Tennessee area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.
- 2 To accomplish the objectives of the Middle Tennessee Drug Enforcement Task Force, the parent agency agrees to detail one (1) experienced officer(s) to the Middle Tennessee Drug Enforcement Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Middle Tennessee Drug Enforcement Task Force, DEA will assign two (2) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the

purchase of evidence and information, investigative equipment, training, and other support items.

- 6 During the period of assignment to the Middle Tennessee Drug Enforcement Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal

funds will be awarded to the parent agency by DEA until the completed certification is received.

- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

J. Todd Scott

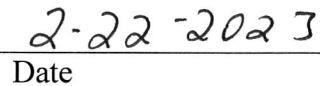
Date

Special Agent in Charge
Louisville Division

For the La Vergne, Tennessee Police
Department:



~~Durrel Davis~~ Jason Cole



Date

~~Chief of Police~~ Mayor



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: First Reading - **Ordinance #2023-06** - An Ordinance to Amend Article IV, Section 5.055 of the City of La Vergne Zoning Ordinance Regarding the Floodway and Flood Fringe Districts. (Received a favorable recommendation from the Planning Commission on March 28, 2023.)

Department: Codes

Presented By: Randolph Salyers

Item Attachments: 1. Ordinance #2023-06

Summary:

This is an ordinance to amend the La Vergne Zoning Ordinance and adopt revised floodway and flood fringe district requirements as required by FEMA.

Background Information:

The City is required by FEMA to adopt a floodplain management ordinance that meets or exceeds the minimum NFIP requirements. Once adopted, the FEMA regional office will review the measures and notify the City once it's been approved. The deadline for this process is May 9, 2023.

The Floodway and Flood Fringe District requirements from FEMA were originally adopted in December 2006. Several changes are needed to stay in compliance with the FEMA requirements that have changed.

Financial Summary:

There is no cost to the City.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-06

AN ORDINANCE TO AMEND ARTICLE V, SECTION 5.055 OF THE CITY OF LA VERGNE ZONING ORDINANCE REGARDING THE FLOODWAY AND FLOOD FRINGE DISTRICTS.

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

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

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

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

That **The Zoning Ordinance of La Vergne, Tennessee**, is hereby amended to read as follows:

SECTION I. AMEND: ARTICLE V, Section 5.055, to read as follows:

5.055 Floodway and Flood Fringe Districts

A. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

1. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of La Vergne, Tennessee, Mayor and the Board of Alderman, do ordain as follows:

2. Findings of Fact

a. The City of La Vergne, Tennessee, Mayor and its Board of Alderman, wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.

- b. Areas of the City of La Vergne, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- c. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

3. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

- a. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
- b. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
- c. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- d. Control filling, grading, dredging and other development which may increase flood damage or erosion;
- e. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

4. Objectives

The objectives of this Ordinance are:

- a. To protect human life, health, safety and property;
- b. To minimize expenditure of public funds for costly flood control projects;

- c. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- d. To minimize prolonged business interruptions;
- e. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
- f. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
- g. To ensure that potential homebuyers are notified that property is in a floodprone area;
- h. To maintain eligibility for participation in the NFIP.

B. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

- 1. Accessory structures shall only be used for parking of vehicles and storage.
- 2. Accessory structures shall be designed to have low flood damage potential.
- 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- 4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
- 5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see "Special Flood Hazard Area".

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see "Structure".

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or "Emergency Program" means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see "Existing Construction".

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or

an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a

district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the City of La Vergne, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum

(NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see "Base Flood".

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood

without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

C. GENERAL PROVISIONS

1. Application

This Ordinance shall apply to all areas within the incorporated area of La Vergne, Tennessee.

2. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of La Vergne, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47149C0010J, 47149C0015J, 47149C0020K, 47149C0028J, 47149C0040K, 47149C0105J, and 47149C0106J, dated May 9, 2023, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

3. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

4. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

5. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

6. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

7. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and

engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of La Vergne, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

8. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of La Vergne, Tennessee from taking such other lawful actions to prevent or remedy any violation.

D. ADMINISTRATION

1. Designation of Ordinance Administrator

The Codes Director is hereby appointed as the Administrator to implement the provisions of this Ordinance.

2. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

a. Application stage

- i. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.

- ii. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- iii. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Sections E(1) and E(2).
- iv. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- v. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - (1) An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - (2) Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - (3) A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - (4) A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

b. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

c. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

3. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

- a. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- c. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- d. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
- e. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- f. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Section D(2).
- g. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Section D(2).
- h. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Section D(2).
- i. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

- j. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of La Vergne, Tennessee FIRM meet the requirements of this Ordinance.
- k. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
- l. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

E. PROVISIONS FOR FLOOD HAZARD REDUCTION

1. General Standards

In all areas of special flood hazard, the following provisions are required:

- a. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- b. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
- c. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- d. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- e. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- f. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- g. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- h. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- i. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
- j. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
- k. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including

Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;

- l. All subdivision proposals and other proposed new development proposals shall meet the standards of Section E(2);
- m. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
- n. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

2. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Section E(1), are required:

a. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

b. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Section B). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Section D(2).

c. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- i. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.

- (1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - (2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - (3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - ii. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
 - iii. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Section E(2).
- d. Standards for Manufactured Homes and Recreational Vehicles
- i. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
 - ii. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - (1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - (2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Section B).

- iii. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Sections E(1) and E(2).
- iv. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- v. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - (1) Be on the site for fewer than 180 consecutive days;
 - (2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - (3) The recreational vehicle must meet all the requirements for new construction.
- e. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

 - i. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
 - ii. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
 - iii. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
 - iv. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions)

greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Section E(5)).

3. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Section C(2), are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- a. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- b. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- c. ONLY if Section E(3), provisions (a) through (b) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section E(1) and E(2).

4. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Section C(2), where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

- a. Require until a regulatory floodway is designated, that no new construction, substantial, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is

demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

- b. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- c. ONLY if Section E(4) provisions (a) through (b) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section E(1) and E(2).

5. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Section C(2), where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

- a. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Section E(1) and E(2).
- b. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
- c. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Section B). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate

automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Section E(2).

- d. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of La Vergne, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- e. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Sections E(1) and E(2). Within approximate A Zones, require that those subsections of Section E(2) dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

6. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Section C(2), are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Sections E(1) and E(2), all new construction and substantial improvements shall meet the following requirements:

- a. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
- b. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Section E(6)(a) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the

capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Section D(2)(a)(iii) and Section E(2)(b).

- c. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

7. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Section C(2), are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Sections E(1) and E(2), all new construction and substantial improvements shall meet the following requirements:

- a. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

8. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Section C(2), are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Section D and Section E shall apply.

9. Standards for Unmapped Streams

Located within the City of La Vergne, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- a. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the La Vergne.

- b. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Sections D and E.
- c. ONLY if Section E(9) provisions (a) and (b) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Sections E(1) and E(2).

F. VARIANCE PROCEDURES

1. Board of Zoning Appeals

a. Authority

The City of La Vergne Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

b. Appeals: How Taken

An appeal to the Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, an application fee as set forth in the fee schedule adopted with the annual budget shall be paid by the appellant. The Administrator shall transmit to the Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

c. Powers

The Board of Zoning Appeals shall have the following powers:

i. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

ii. Variance Procedures

In the case of a request for a variance the following shall apply:

- (1) The City of La Vergne Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- (2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- (3) In passing upon such applications, the Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;

- f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- (4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
 - (5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

2. Conditions for Variances

- a. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Section F(1).
- b. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.

- c. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- d. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

SECTION II If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

SECTION III. In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of La Vergne, Tennessee, the most restrictive shall in all cases apply.

SECTION IV. This Ordinance shall become effective on May 9, 2023, in accordance with the Charter of the City of La Vergne, Tennessee, and the public welfare demanding 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 _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: First Reading - Ordinance #2023-07 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-07

Summary:

This is a budget amendment for the current fiscal year General Fund budget.

Background Information:

There are several items included in this General Fund Budget Amendment. The largest portion of this amendment is for the 457 Retirement Fund city matching portion that was approved in August 2022 by the Board. Those funds were not budgeted because we did not know how many employees would take advantage of the additional benefit. That estimated amount is \$199,800. Also included in this amendment is additional funding for Volkert for the Zoning Ordinance Update (\$15,200), the contract for the Police Chief recruitment (\$38,750), salary adjustments / corrections (various departments - total \$16,900), additional fees for the email migration to Office 365 (\$45,240), new HVAC for the Multi-Purpose Building (\$9,500), the emergency purchase for the frozen pipes at the Veterans Park Concession Stand (\$24,100), additional fees for the Codes Department EnerGov Assist maintenance service (\$42,000), and additional funds for the Library parking lot paving and striping (\$13,400).

Financial Summary:

The total amount included in this budget amendment is \$404,890, which will come from the General Fund reserves.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-07

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:

110-41210-144	City Court - 457 City Match	\$	2,200
110-41340-111	City Admin - Wages - Salary		4,500
110-41340-144	City Admin - 457 City Match	\$	5,500
110-41510-144	City Recorder - 457 City Match	\$	4,100
110-41592-144	Finance - 457 City Match	\$	5,000
110-41650-111	Human Resources - Wages - Salary		2,300
110-41650-144	Human Resource - 457 City Match	\$	4,700
110-41670-144	Engineering - 457 City Match	\$	3,200
110-41680-111	IT - Wages - Salary		2,300
110-41680-144	IT - 457 City Match	\$	7,200
110-41680-948	IT - Computer Software		45,240
110-41700-111	Planning - Wages - Salary		1,800
110-41700-259	Planning - Other Professional Services		15,200
110-41710-144	Codes Admin - 457 City Match	\$	2,500
110-41710-260	Codes - Repair and Maint. Service		42,000
110-42100-144	Police - 457 City Match	\$	88,500
110-42100-259	Police - Other Professional Services		38,750
110-42200-111	Fire - Wages - Salary		4,700
110-42200-144	Fire - 457 City Match	\$	43,000
110-43100-144	Highway & Streets - 457 City Match	\$	6,000
110-43170-144	Fleet - 457 City Match	\$	2,500
110-44400-144	Parks & Recreation - 457 City Match	\$	15,500
110-44400-260	Parks - Repair and Maint. Service		24,100
110-44400-266	Parks - Repair and Maint. Buildings		9,500
110-44800-144	Library - 457 City Match	\$	1,800
110-44800-939	Library - Other Improvements		13,400
110-47100-111	Econ. Development - Wages - Salary		1,300
110-47100-144	Econ. Development - 457 City Match	\$	2,500
110-47200-144	Public Relations - 457 City Match	\$	5,600

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	404,890
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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 30, 2023

Item Title: First Reading - **Ordinance #2023-08** - An Ordinance to Amend the Fiscal Year 2022-2023 Senior Citizens Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-08

Summary:

This is an ordinance to amend the Fiscal Year 2022-2023 Senior Citizens Fund Budget.

Background Information:

This budget amendment will allocate funds in the Senior Citizens Fund to cover the additional expenses for paving of the Senior Center parking lot.

Financial Summary:

The additional costs needed for the parking lot paving is \$10,415.87. This amendment would allocate an additional \$10,500 for this project.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-08

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 SENIOR CITIZENS 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 **Senior Citizens Fund** by providing for:

Increased Expenditures for account number:

122-44310-939	Other Improvements	\$	10,500
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Decrease Fund Balance:

122-37840	Transfer from Fund Balance	\$	10,500
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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 30, 2023

Item Title: First Reading - Ordinance #2023-09 - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-09

Summary:

This is an ordinance to amend the Fiscal Year 2022-2023 Stormwater Fund Budget.

Background Information:

This budget amendment will allocate funds in the Stormwater Fund to cover the additional expenses for the 457 retirement match that was approved by the Board in August 2022. When this change was made, there was no way to determine the total cost because it was unknown which employees would take advantage of the additional benefit.

Financial Summary:

The additional cost in the Stormwater Department is \$2,300.00.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-09

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 STORMWATER 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 **Stormwater Fund** by providing for:

Increased Expenditures for account number:

127-55100-144	Retirement - 457 City Match	\$ 2,300
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Decrease Fund Balance:

127-37840	Transfer from Fund Balance	\$ 2,300
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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 30, 2023

Item Title: **Resolution #2023-08** - 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 #2023-08

Summary:

This is a resolution to approve the disposal of surplus property owned by the City.

Background Information:

All of these items are from the Public Works Department. There are several vehicles and equipment/parts that can no longer be used.

Financial Summary:

The revenues generated from any sales of this property will go to the respective department that it was purchased from.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-08

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>
Public Works		
Wood Desk	Brown Wood Desk; 60" long, 29" high and 32" wide; Needs repair - wood is chipped, legs are weak, top of desk has stains.	N/A
1997 Ford F150 Pickup Truck	Blue Ford F-150 Regular Cab Pickup Truck; 4WD; 4.2L V-6 Engine; Automatic transmission; Starts with a boost and runs, Gray interior with vinyl seat material; Emergency equipment and decals removed, impressions remain; 124,324 miles	1FTDF1826VND41439
1997 Ford F150 Pickup Truck	White Ford F150 Regular Cab Pickup Truck; 4WD; 4.2L V-6 Engine; Automatic transmission; Does not run; Tan interior with vinyl seat material; Torn seat; Emergency equipment and decals removed, impressions remain; 99,953 miles	1FTDF1723VND17259
1997 GMC 7500 Dump Truck	White GMC 7500 Dump Truck; 6.6L 6 cylinder Diesel Engine; Manual transmission; Cloth seat material; torn seat; Does not run; has dents, scratches and dings and holes from lights; Decals removed, but impressions remain; 23,253 miles	1GDM7H1J4WJ504908

2003 Dodge Ram 3500 Pickup Truck	White Dodge Ram 3500 Pickup Truck; 5.9L 6 cylinder Diesel Engine; Automatic transmission; Starts with a boost and runs; Vinyl seats; unknown A/C; has dents, scratches and dings; decals removed but impressions remain; 226,784 miles.	3D7MA48673G770054
2005 Chevy Savana 3500 Van / Bus	White Chevy Savana Van / Bus; 6.0L V-8 Engine; Automatic transmission; Starts with a boost and runs; Cloth and Vinyl seats; Unknown A/C; Dirty, torn seats, headliner hanging; has dents, scratches, and dings; decals removed but impressions remain;	1GBJG31U241225639
BJ 6' X 12' Trailer	Rust Red 6' X 12' Metal Trailer; Operable; some damage including bent fenders, tailgate is welded shut and low tire tread	N/A
Central Pneumatic Sand Blast Cabinet	Red Sand Blast Cabinet; Does not work; needs repair	N/A
Industrial 15" Drill Press Model 1516F	Gray 15" Drill Press; 1/2 HP motor - Does not run; Broken adjustment rod; Parts only	97238003
Trash Pump	Black/Red Trash Pump - Not operable - Unknown condition; does not run	N/A
Preparator Power Rake	Gray power rake; Not operable - unknown condition - needs repair - Bearings for roller broken; Chain Drive Broken	N/A
Trimble GPS Handheld Unit	Trimble GEOXH600 Handheld GPS Unit; Yellow/Black; Operable;	5313429774
WEG Pump Motor	Pump Motor Model 07518E53E36HP; Unknown condition	N/A
Woods Side Bush Hog	Woods Model DBH6.30 Side Bush Hog; Black/Orange; Operable; Dents and bends in deck; maintained every 50 hours	10006466429003
Parts Washer	Red Metal Parts Washer; Unknown condition; Bent, Bad motor	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 4th day of April, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 5 DRAWER DESK		
Color:	BROWN	Size (L x W x H): 5' LONG X 29" WIDE X 32" WIDE
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: WOOD IS CHIPPED, LEGS ARE WEAK, STAINS ON TOP OF DESK				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: Doug Oakley	Department: Street
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
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:1997	Manufacturer:FORD	Make:FORD	Model:F150
VIN:1FTDF1826VND41439		Mileage:124,324	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:4.2 Liter, V-6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:Blue		Interior:Gray

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	Torn seat, Door panel		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
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: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:1997	Manufacturer:Ford	Make:Ford	Model:F150
VIN:1FTDF1723VND17259		Mileage:99,953	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☒ Does Not Run ☐ Parts Only			
Engine Size:4.2 Liter, V-6 ☒ Gasoline ☐ Diesel		Condition: ☐ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:White		Interior:Tan

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:			
Major Damage:	Seat Torn		
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☐ Scratches ☐ Dings
Minor Damage:	Paint Faded, Dents, Scratches		
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: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact:	

Department Information:

Your Name:Doug Oakely	Department:Street
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
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:1997	Manufacturer:	Make:GMC	Model:7500
VIN:1GDM7HIJ4WJ504908		Mileage:23253	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☒ Does Not Run ☐ Parts Only			
Engine Size:6.6 Liter, V- ☐ Gasoline ☒ Diesel		Condition: ☐ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☐ Automatic ☒ Manual		Condition: ☐ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:White		Interior:Gray

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☐ Unknown
Minor Damage:	Torn / holes from lights		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
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: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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: \$ _____





KEEP BACK
500 FEET

NOT RESPONSIBLE
FOR OBJECTS
THROWN FROM
TRUCK



STRINGFELLOW
MARTIN LUTHER KING JR.

HOW IS MY
DRIVING?
CALL: 800-333-3333
VEHICLE # 395

STRINGFELLOW
NASHVILLE, TN

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:2003	Manufacturer:Dodge	Make:Ram	Model:3500
VIN:3d7ma486736770054		Mileage:226,784	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:5.9 Liter, V- ☐ Gasoline ☒ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:White		Interior:Black

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:			
Major Damage:	Dash Cracked, Torn seats		
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
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: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:2005	Manufacturer:Chevy	Make:Savana	Model:3500
VIN:1GBJG31U241225639		Mileage:164,559	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:6.0 Liter, V-8 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:White		Interior:Gray

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	Dirty / Torn Seats headliner hanging		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
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: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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:	Manufacturer:BJ	Model #:
Serial Number:		
Description of Use:6x12 Trailer		
Color:	Rust red	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:fenders bent, tailgate is welded shut and low tire tread				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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

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Item Description:

Year:	Manufacturer:CENTRAL PNEUMATIC	Model #:
Serial Number:		
Description of Use:SAND BLAST CABINET		
Color:	RED	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:NOT WORKING				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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

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Item Description:

Year:	Manufacturer:INDUSTRIAL	Model #:15IN DRILL PRESS 1516F
Serial Number:97238003		
Description of Use:		
Color:	GRAY	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:BROKEN ADJUSTMENT ROD, MOTOR DOES NOT WORK				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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: \$ _____



TSC
INDUSTRIAL
MACHINERY

15" DRILL PRESS

- Powerful 1/2 HP motor
- Large 5/8" chuck
- 16 Speed 210-3670r.p.m.

DP001

ON OFF

REMOVE TO LOCK

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:	Manufacturer:	Model #:
Serial Number:		
Description of Use: NO NAME TRASH PUMP		
Color:	BLACK / RED	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: DOES NOT RUN				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: Doug Oakley	Department: Street
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

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Item Description:

Year:	Manufacturer:PREPARATOR	Model #:
Serial Number:		
Description of Use:		
Color:	GRAY	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: BEARINGS FOR ROLLER BROKEN, CHAIN DRIVE BROKEN				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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

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Item Description:

Year:	Manufacturer:TRIMBLE GEOXH600	Model #:8900-01
Serial Number:5313429774		
Description of Use:GPS HANDHELD UNIT		
Color:	YELLOW / 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:5		☐ Hours	☒ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:N / A				

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:	NEWER MODEL IN USE
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	PUBLIC WORKS
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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: \$ _____

LAVE



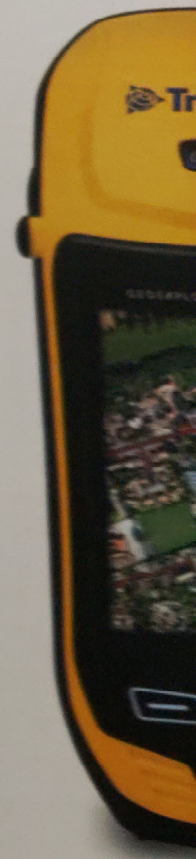
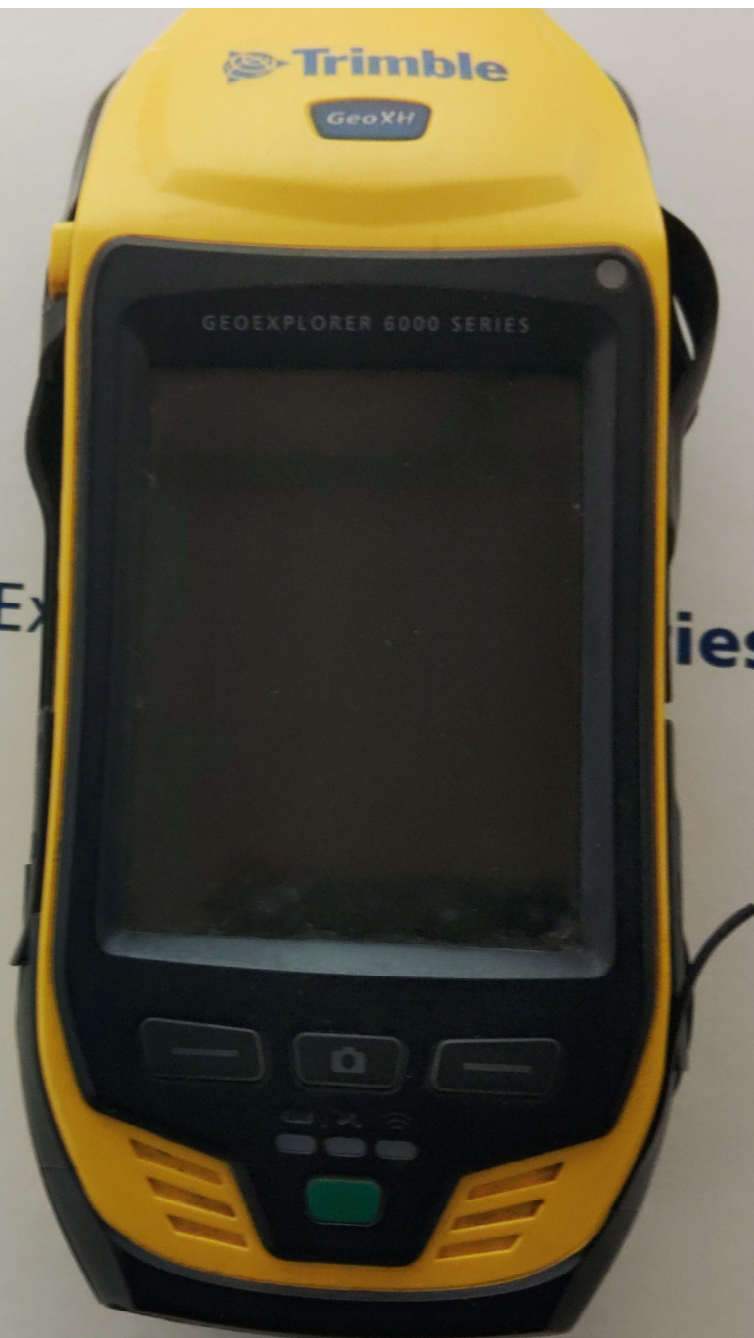
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APPROVED BY:

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GeoEx

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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:	Manufacturer:WEG	Model #:07518E53E36HP
Serial Number:		
Description of Use:PUMP MOTOR		
Color:	GRAY	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:NO INFO				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name:Doug Oakley	Department:Street
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:	Manufacturer: Woods	Model #: dbh6.30
Serial Number: 10006466429003		
Description of Use: side bush hog		
Color:	black / orange	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: 50		☒ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: Dents and Bends in deck				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: Doug Oakley	Department: Street
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: \$ _____

WOODS DBH6.30

Oregon, Illinois
USA **WOODS**







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:	Manufacturer: UNKNOWN	Model #:
Serial Number:		
Description of Use: PARTS WASHER		
Color:	RED	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: BENT, BAD MOTOR				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: Doug Oakley	Department: Street
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: \$ _____





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: **Resolution #2023-09** - A Resolution to Accept the Minerva Village Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on January 31, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2023-09

Summary:

This resolution will formally accept the Minerva Village Phase 1 Subdivision.

Background Information:

The developer has requested that this phase be accepted by the city. On January 31, 2023, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one year maintenance bond within 15 days of BOMA approval.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-09

A RESOLUTION TO ACCEPT THE MINERVA VILLAGE PHASE 1 SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Minerva Village, Phase 1; and

WHEREAS, the City of La Vergne Planning Commission, on January 31, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

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

SECTION 1. That Minerva Village, Phase 1, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

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

Resolved this the 4th day of April, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



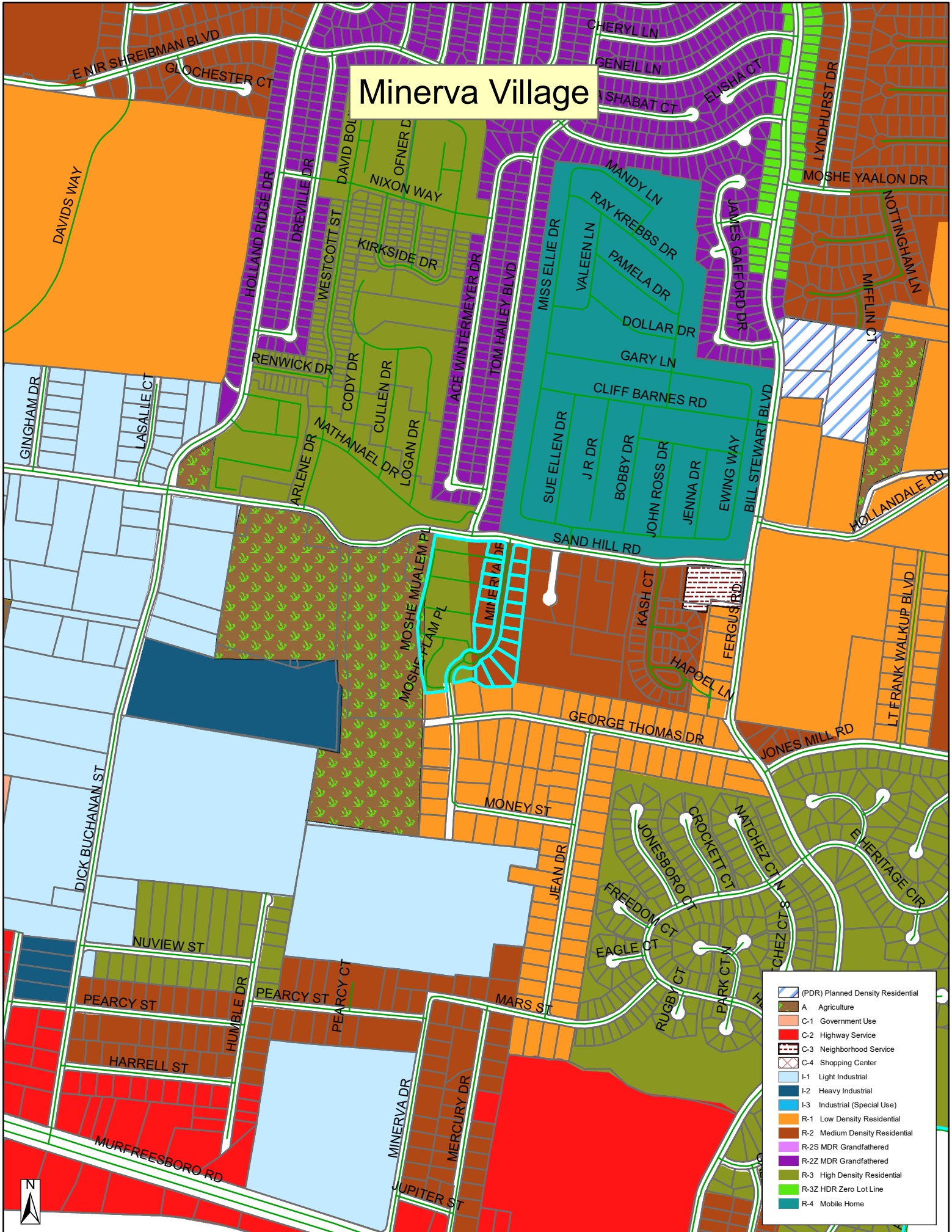
Minerva Village



Minerva Village



Minerva Village



- (PDR) Planned Density Residential
- A Agriculture
- C-1 Government Use
- C-2 Highway Service
- C-3 Neighborhood Service
- C-4 Shopping Center
- I-1 Light Industrial
- I-2 Heavy Industrial
- I-3 Industrial (Special Use)
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-2S MDR Grandfathered
- R-2Z MDR Grandfathered
- R-3 High Density Residential
- R-3Z HDR Zero Lot Line
- R-4 Mobile Home



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: **Resolution #2023-10** - A Resolution to Accept The Retreat at Finch Branch, Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on February 28, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2023-10

Summary:

This resolution will formally accept the Retreat at Finch Branch Phase 1 Subdivision.

Background Information:

The developer has requested that this phase be accepted by the city. On February 28, 2023, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one year maintenance bond within 15 days of BOMA approval.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-10

A RESOLUTION TO ACCEPT THE RETREAT AT FINCH BRANCH PHASE 1 SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: The Retreat at Finch Branch, Phase 1; and

WHEREAS, the City of La Vergne Planning Commission, on February 28, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

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

SECTION 1. That The Retreat at Finch Branch, Phase 1 Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

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

Resolved this the 4th day of April, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

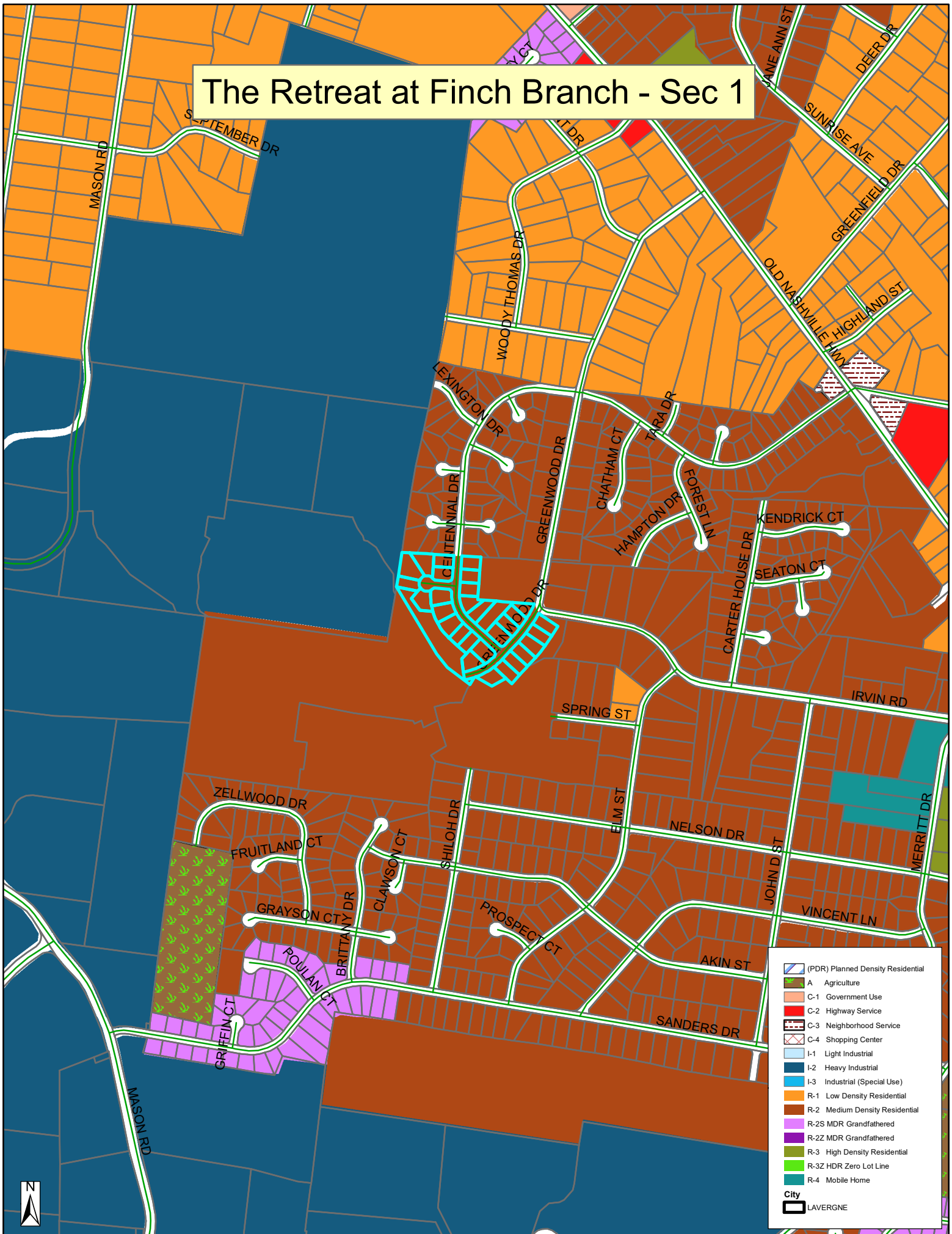
The Retreat at Finch Branch - Sec 1



The Retreat at Finch Branch - Sec 1



The Retreat at Finch Branch - Sec 1





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: **Resolution #2023-11** - A Resolution Authorizing the City of La Vergne to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Resolution #2023-11

Summary:

This will allow the City to join the State of Tennessee and other Local Governments to amend the State and Local Government Opioid Abatement Agreement and approve the related settlement agreements for this second wave of opioid lawsuits.

Background Information:

The State of Tennessee and several Tennessee municipalities have filed lawsuits against opioid manufacturers, distributors and retailers. The City of La Vergne had previously joined settlements with three pharmaceutical distributors and a manufacturer. There is a second wave of settlements that are going through the court system and in order to receive our share, we must amend the State-Subdivision Opioid Abatement Agreement and the related settlement agreements. This resolution gives the Mayor the authority to execute and formal agreements and related documents relating to the settlement of claims with Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., and Walmart, Inc., and any other settlement of opioid-related claims that the State of Tennessee has joined.

Financial Summary:

We do not know the amount of funds that we will receive from these settlements. There are restrictions on the uses, but the general concept is to use them for opioid abatement. This can be reimbursement for previous costs or for future needs.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-11

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS.

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the City of La Vergne, Tennessee.

WHEREAS, the City of La Vergne has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”);

WHEREAS, the City of La Vergne has previously joined settlements with three pharmaceutical distributors and a manufacturer;

WHEREAS, certain pharmaceutical manufacturers and retail pharmacy chains have proposed settlements that the City of La Vergne finds acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, there is currently proposed legislation that would apply the statutory provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation (“Settlement Funds”);

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

WHEREAS, participation in the settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements;

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

Section 1. That the City of La Vergne finds that the amendments to the Tennessee Plan are in the best interest of the City of La Vergne and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of La Vergne hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the City of La Vergne Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit “B” and the Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the City of La Vergne Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of La Vergne’s agreement to the settlement of claims [and litigation] specifically related to Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the City of La Vergne Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of La Vergne’s participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of the City of La Vergne, Tennessee requiring it.

Resolved this the 4th day of April, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. “2021 Legislation.” Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. “Agreement.” This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a “state-subdivision opioid abatement agreement” as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a “State-Subdivision Agreement” as defined in the Distributor/J&J Settlement Agreements and a “Statewide Abatement Agreement” as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. “Distributor/J&J Settlements.” The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. “Joint Abatement Bankruptcy Plan.” A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. “Opioid Abatement Council.” The council created by the 2021 Legislation, Sections 3-9.

F. “Relevant Funds.” Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. “State.” The State of Tennessee.

H. “State-Only Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”¹ Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.² Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.³ Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

¹ “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

² Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

³ These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.⁴ The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.⁵ Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

⁴ For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

⁵ For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.⁶

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

⁶ For example, the provisions related to the default “Government Participation Mechanism” in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate “Population Percentages,” determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state’s population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state’s population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Summary of 2023 Amendments to Tennessee State-Subdivision Opioid Abatement Agreement

In addition to being asked to join five new settlements, Tennessee local governments are also being asked to approve amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. There are three proposed amendments, which are summarized below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the three amendments. The full text of the proposed amendments can be found on the following page.

Summary of Amendment 1:

This amendment simply applies the terms of the State-Subdivision Agreement to the five new settlements with Allergan, Teva, CVS, Walgreens, and Walmart. This will ensure that the structure and procedures that apply to the prior settlements with the three national pharmaceutical distributors and Johnson & Johnson will be the same for the new settlements. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Summary of Amendment 2:

Under the State-Subdivision Agreement, Subdivision Fund allocations for non-litigating municipalities with populations under 30,000 are directed to the counties. Consequently, these municipalities do not receive direct payments, but the money stays with the community. (This provision would continue to apply with the new settlements.) The current language of the provision also places a restriction on the use of the redirected funds, treating the redirected funds like money from the trust fund and unlike the other Subdivision Fund direct payments the county is receiving from the national administrator. This restriction would require a substantial amount of special accounting for a small amount of money. The amendment removes that requirement to streamline accounting for the counties.

Summary of Amendment 3:

The third amendment applies the State-Subdivision Agreement to funds from the Endo International plc bankruptcy. Since the Agreement was first negotiated, a group of East Tennessee counties and municipalities reached a settlement with the company, which later filed for bankruptcy. The amendment applies the bankruptcy provisions of the Agreement to Endo funds paid into the State's trust fund, including the provision to direct 35% of the funds to the counties. However, as the previously settling counties have had a substantial recovery from Endo, the amendment does not provide those nine counties a direct allocation. The amendment makes clear that the nine counties would be eligible to receive some of the remaining Endo funds as well as funds from other settlements.

Following Page: Text of Amendments

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Allergan Public Global Opioid Settlement Agreement
- B. CVS Settlement Agreement
- C. Teva Global Opioid Settlement Agreement
- D. Walgreens Settlement Agreement
- E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement (“These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.”) shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y., No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council’s discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title: Motion to Authorize the Mayor to Dismiss the Word of Life Lawsuit.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: None

Summary:

This is a request to authorize the Mayor to dismiss the city's lawsuit against the Word of Life Church.

Background Information:

The Word of Life Church sued the city in order to obtain a certificate of occupancy, among other things. The city counter-sued for various claims related to the church selling an easement to TDS and later representing to the planning commission -- falsely, we allege -- that it could dedicate the same area to the city for future ROW.

An agreed temporary court order was entered early-on in the case that allowed the church to use the property so long as it met life/safety codes.

You may know that the church sold the property at issue last year. Given the same, I think if we can get all parties involved to agree to dismiss the case that makes the most sense at this point. Under the circumstances, I do not think it makes sense for the city to pursue the case further at this time, and the church certainly doesn't have an incentive to pursue its claims any longer.

I think we need the Board of Mayor and Aldermen's approval to dismiss the city's counter-complaint. Robyn Williams with Farrar & Bates is also on the case and we

are on the same page.

Financial Summary:

The biggest financial impact would be when Old Nashville Highway is widened at some point in the future. The city would need to pay TDS to move the fiber out of the way for the construction. The actual cost is unknown.

Staff Recommendation:

Staff recommends approval.



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 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Chuck Isbell)		December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

We have a vacancy on this committee due to the resignation of Chuck Isbell. We have been advertising this position on Channel 3 and Social Media, but have not received any applications at this time. If I do not receive any applications by Tuesday, April 4, 2023, I will remove this item from the agenda.



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M E M O

DATE: MARCH 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We have two vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications at this time. If we do not receive any applications by Tuesday, April 4, 2023, I will remove this item from the agenda.



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M E M O

DATE: MARCH 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - 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
Daffany Baker	March 2023	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

The term for Tabitha Howard will expire at the end of April. We will contact her to see if she wishes to remain on this committee. We will start advertising these positions on Channel 3 and Social Media. This will not be on the agenda for Tuesday's meeting. This is just for informational purposes only.



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M E M O

DATE: MARCH 28, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: SENIOR CITIZENS ADVISORY COMMITTEE

Senior Citizen's Advisory Committee
Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Rick Autery	May 2018	February 28, 2025
Laura Davidson	September 2022	December 31, 2025
Roger French	January 2019	April 30, 2023
Anthony Honeycutt	June 2021	April 30, 2023
Tabitha Howard	December 2022	December 31, 2026
Mary Jane Skinner	February 2004	January 31, 2024

The terms for Roger French and Anthony Honeycutt will expire at the end of April. We will contact them to see if they wish to remain on this committee. We will start advertising these positions on Channel 3 and Social Media. This will not be on the agenda for Tuesday's meeting. This is just for informational purposes only.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 30, 2023

Item Title:	Discussion - City Administrator Performance Evaluation - Andrew Patton. (Workshop only)
Department:	Human Resources
Presented By:	Andrew Patton
Item Attachments:	1. City Administrator Performance Review Tabulation Sheet - 2023

Summary:

This is an overview of the City Administrator Performance Evaluation that is required each year.

Background Information:

Each year, the city council must perform a performance evaluation of the City Administrator. This year, the average score for all categories is 4.43 with all five city council members participating. This places the score in the Above Average range. The City administrator received a score of 4.07 in 2022 and 4.17 in 2021. This is the highest score in the last three-year period.

Financial Summary:

N/A

Staff Recommendation:

N/A

City Administrator Performance Evaluation - 2023						
Section 1 - Individual Characteristics	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Diligent and thorough in the discharge of duties, "self-starter"	5	4	5	3	5	4.40
Exercises good judgment	5	4	5	3	5	4.40
Displays enthusiasm, cooperation, and willing to adapt	4	4	5	3	5	4.20
Total for Section 1	4.67	4.00	5.00	3.00	5.00	4.33
Section 2 - Professional Skills and Status	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Maintains knowledge of current developments affecting the practice of local government management	5	5	5	5	5	5.00
Demonstrates a capacity for innovation and creativity	5	4	5	3	5	4.40
Anticipates and analyzes problems to develop effective approaches for solving them	4	4	5	3	5	4.20
Willing to try new ideas proposed by governing body members and/or staff	3	4	5	3	5	4.00
Sets a professional example by handling affairs of the public office in a fair and impartial manner	5	4	5	3	5	4.40
Total for Section 2	4.40	4.20	5.00	3.40	5.00	4.40
Section 3 - Relations with Elected Members of Governing Body	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Carries out directives of the body as a whole as opposed to those of any one member or minority group	4	4	5	3	5	4.20
Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions	5	5	5	4	5	4.80
Disseminates complete and accurate information equally to all members in a timely manner	5	4	5	3	5	4.40
Assists by facilitating decision making without usurping authority	4	4	5	2	5	4.00
Responds well to requests, advice, and constructive criticism	4	4	5	2	5	4.00
Total for Section 3	4.40	4.20	5.00	2.80	5.00	4.28
Section 4 - Policy Execution	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Implements governing body actions in accordance with the intent of council	5	4	5	5	5	4.80
Supports the actions of the governing body after a decision has been reached, both inside and outside the organization	5	5	5	5	5	5.00
Understands, supports, and enforces local government's laws, policies, and ordinances	5	5	5	4	5	4.80
Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness	5	5	5	3	5	4.60
Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical	5	5	5	3	5	4.60
Total for Section 4	5.00	4.80	5.00	4.00	5.00	4.76

Section 5 - Reporting	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide	5	5	5	3	5	4.60
Responds in a timely manner to requests from the governing body for special reports	4	4	5	2	5	4.00
Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature	4	4	5	3	5	4.20
Reports produced by the city administrator are accurate, comprehensive, concise and written to their intended audience	5	5	5	2	5	4.40
Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny	5	4	5	3	5	4.40
Total for Section 5	4.60	4.40	5.00	2.60	5.00	4.32
Section 6 - Citizen Relations	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Responsive to requests from citizens	4	4	5	3	5	4.20
Demonstrates a dedication to service to the community and its citizens	4	4	5	2	5	4.00
Maintains a nonpartisan approach in dealing with the news media	5	5	5	3	5	4.60
Meets with and listens to members of the community to discuss their concerns and strives to understand their interests	4	4	5	2	5	4.00
Gives an appropriate effort to maintain citizen satisfaction with city services	4	4	5	3	5	4.20
Total for Section 6	4.20	4.20	5.00	2.60	5.00	4.20
Section 7 - Staffing	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Stays accurately informed and appropriately concerned about employee relations	5	4	5	2	5	4.20
Professionally oversees the compensation and benefits plan	5	5	5	3	5	4.60
Encourages and promotes training and development opportunities for employees at all levels of the organization	5	5	5	3	5	4.60
Works diligently with Human Resources Department to ensure proper staffing	5	5	5	3	5	4.60
Provides professional oversight regarding compliance with personnel policies and procedures	5	5	5	2	5	4.40
Total for Section 7	5.00	4.80	5.00	2.60	5.00	4.48

Section 8 - Supervision	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Assists department heads with decisions within their jurisdictions with minimal city administrator involvement, yet maintains general control of operations by providing the right amount of communication to the staff	5	5	5	3	5	4.60
Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level	5	5	5	3	5	4.60
Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city administrator's office	5	5	5	3	5	4.60
Encourages teamwork, innovation, and effective problem-solving among the staff members	5	5	5	3	5	4.60
Total for Section 8	5.00	5.00	5.00	3.00	5.00	4.60
Section 9 - Fiscal Management	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Assists in preparing a balanced budget to provide services at a level directed by council	5	4	5	3	5	4.40
Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively	5	4	5	3	5	4.40
Assists in preparing a budget and budgetary recommendations in an intelligent and accessible format	4	4	5	3	5	4.20
Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability	5	5	5	3	5	4.60
Appropriately monitors and manages fiscal activities of the organization	5	5	5	3	5	4.60
Total for Section 9	4.80	4.40	5.00	3.00	5.00	4.44
Section 10 - Community	Member 1	Member 2	Member 3	Member 4	Member 5	Overall
Shares responsibility for addressing the difficult issues facing the city	4	4	5	3	5	4.20
Avoids unnecessary controversy	5	5	5	4	5	4.80
Cooperates with neighboring communities and the county	5	4	5	3	5	4.40
Helps the council address future needs and develop adequate plans to address long term trends	5	5	5	3	5	4.60
Cooperates with other regional, state and federal government agencies	5	4	5	3	5	4.40
Total for Section 10	4.80	4.40	5.00	3.20	5.00	4.48
Total Score for all sections - 2023	4.69	4.44	5.00	3.02	5.00	4.43
Total Score for 2022						4.07
Total Score for 2021						4.17
Total Score for 2020						4.58
Total Score for 2019						4.22
Total Score for 2018						4.42
Total Score for 2017						4.20
Total Score for 2016						4.95
Total Score for 2015						4.79

6-3-108. Board; election of alderman. In the absence of the mayor and vice mayor, the board may elect an alderman to act as presiding officer. [Acts 1991, ch. 154, § 1; Acts 1997, ch. 27, § 2.]

6-3-109. Compensation. (a) The compensation of all officers shall be established in the ordinance adopting the annual budget and capital program.

(b) The compensation of the mayor may not be diminished during the mayor's term of office. [Acts 1991, ch. 154, § 1.]

6-3-110. Term limits. (a) (1) Subject to the further provisions of this section, the board of mayor and aldermen of any municipality incorporated under this charter which is located within a county that has adopted a charter form of government is authorized upon its own initiative and upon the adoption of an ordinance by a two-thirds (2/3) vote at two (2) separate meetings to establish term limits for the mayor and board of mayor and aldermen of such municipality in such manner as shall be designated by the ordinance. The operation of the ordinance shall be subject to approval of the voters as required in subsection (b).

(2) Subject to the further provisions of this section, the board of mayor and aldermen of a municipality incorporated under this charter having a population of sixty thousand (60,000) or more, according to the 2020 federal census or a subsequent federal census, may, upon its own initiative and upon the adoption of an ordinance by a two-thirds (2/3) vote at two (2) separate meetings, establish term limits for the mayor and board of mayor and aldermen of the municipality in the manner designated in the ordinance. The operation of the ordinance is subject to approval of the voters as required in subsection (b).

(b) (1) Any ordinance to establish term limits for the mayor and board of mayor and alderman of any municipality to which subsection (a) applies shall not become operative until approved in an election herein provided in the municipality. Upon the adoption of the ordinance, the mayor shall notify the county election commission to hold an election as provided in this subsection (b).

(2) After the receipt of a certified copy of such ordinance, the county election commission shall hold an election on the question pursuant to § 2-3-204, providing options to vote "FOR" or "AGAINST" the ordinance, and a majority vote of those voting in the election shall determine whether the ordinance is to be operative.

(3) If the majority vote is for the ordinance, it shall be deemed to be operative on the date that the county election commission makes its official canvass of the election returns; provided, however, that no term limits shall apply until the election of the mayor and board of mayor and aldermen held after the ordinance is operative.

(4) If the majority vote is against the ordinance, no further elections on the question of term limits shall be held until at least four (4) years have expired from the previous election and only after the board of mayor and aldermen adopts a new ordinance for such purposes in accordance with subsection (a). [Acts 2010, ch. 999, § 1, as amended by Acts 2022, ch. 741, § 1.]

BE IT FURTHER RESOLVED, that it is proposed that Article VII, Section 3, of the Constitution of Tennessee be amended by adding the following new paragraph after the existing language:

A Treasurer and the Comptroller of the Treasury shall not serve more than eight terms, irrespective of whether the terms are served consecutively. If a Treasurer or the Comptroller is in office upon adoption of this amendment and, by the end of the Treasurer's or Comptroller's current term will have served more than sixteen years, then the Treasurer or Comptroller may serve out the remainder of the term.

BE IT FURTHER RESOLVED, that it is proposed that Article VII, Section 4, of the Constitution of Tennessee be amended by adding the following new paragraph after the existing language:

All other elected state, county, and municipal officers not otherwise directed or provided by this Constitution shall not hold office for more than sixteen years, irrespective of whether the terms are served consecutively. If such an officer is in office upon adoption of this amendment and, by the end of the officer's current term will have served more than sixteen years, the officer may serve out the remainder of the term.

BE IT FURTHER RESOLVED, that the foregoing amendment be referred to the One Hundred Fourteenth General Assembly and that this resolution proposing such amendment be published by the Secretary of State in accordance with Article XI, Section 3, of the Constitution of Tennessee.

BE IT FURTHER RESOLVED, that the Clerk of the House of Representatives is directed to deliver a copy of this resolution to the Secretary of State.