

WORKSHOP AGENDA

Board of Mayor and Aldermen

April 27, 2023 @ 6:30 PM

For the May 2, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: April 4, 2023 Regular Meeting.
2. Presentations:
 - A. Presentation - Detective Michael Collazo. (Meeting only.)
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-06** - 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.)
5. Second Reading - **Ordinance #2023-07** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.
6. Second Reading - **Ordinance #2023-08** - An Ordinance to Amend the Fiscal Year 2022-2023 Senior Citizens Fund Budget.
7. Second Reading - **Ordinance #2023-09** - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.

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

8. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Award Contract to Kimley-Horn for Consulting Services Related to the CMAQ Project Described as "(SR-1) Murfreesboro Pike, from Waldron Road to the La Vergne City Limits; Waldron Road from I-24 to (SR-1) Murfreesboro Pike; and Old Nashville Highway from Stones River Road to the City Limits" (TDOT PIN Number 130747.00).
 - B. Approve Amendment #2 to the Agreement with Kimley-Horn for the Blair Road West Extension Project - Right of Way Staking
 - C. Approve Agreement with ArchiveSocial for Social Media Record Retention.
 - D. Approve Contract with Ulliance for an Employee Assistance Program.
 - E. Approve Services Agreement with Kim Radford to Paint a Mural on City Hall.
 - F. Approve a Venue Rental Agreement with The View At Fountains for the Annual Employee Holiday Party on Friday, December 15, 2023.
 - G. Approve Contract to Audit Accounts with Blankenship CPA Group, PLLC for the Period Beginning July 1, 2022 and Ending June 30, 2023.
 - H. Approve Amendment #23-2 to Contract #2326-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.
 - I. Approve Grant Contract with the State of Tennessee, Department of the Military, Tennessee Emergency Management Agency for the Community Safe Room.

NEW BUSINESS

9. First Reading - **Ordinance #2023-10** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 23.2, Consisting of Approximately 5 Acres, Located at 252 Hollandale Road, From a R-1 (Low Density Residential) Zoning District to a R-2 (Medium Density Residential) Zoning District. (This received an unfavorable recommendation from the Planning Commission on March 28, 2023.)
10. First Reading - **Ordinance #2023-11** - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2023 Through June 30, 2024.
11. First Reading - **Ordinance #2023-12** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.
12. First Reading - **Ordinance #2023-13** - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.
13. **Resolution #2023-12** - 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.
14. **Appoint or Remove Board / Committee Members:**

- A. Beautification and Arts Advisory Committee. (One term expires 4/30/2023.)
- B. Historical Preservation Advisory Committee. (One term is vacant.)
- C. Senior Citizens Advisory Committee. (Two terms expire 4/30/2023.)
- D. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
- E. FYI - Greenway Advisory Committee. (Two terms expire 5/31/2023.)
- F. FYI - Parks & Recreation Advisory Committee. (Two terms expire 5/31/2023.)

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 APRIL 4, 2023 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 4, 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 moment of silence was held for the Covenant School shooting victims in Nashville.

A prayer was led by Alderman Hobbs. The Pledge of Allegiance was led by Mayor Cole.

ORDER OF BUSINESS

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

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the March 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 members of the Parks & Recreation Department who earned their Certified Playground Safety Inspector certifications.

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.

CONSENT AGENDA

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.**
- F. **Approve Change Order #2 for the 2022 Water Storage Tank Improvements Project.**

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

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

NEW BUSINESS

5. **First Reading - Ordinance #2023-06 - 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.)**

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2023-06, was adopted following a roll-call vote..

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

6. **First Reading - Ordinance #2023-07 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.**

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

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

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

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-08, was adopted following a roll-call vote.

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

8. **First Reading - Ordinance #2023-09 - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2023-09, was adopted following a roll-call vote.

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

9. **Resolution #2023-08 - 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.**

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2023-08, was adopted following a roll-call vote.

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

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.)

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2023-09, was adopted following a roll-call vote.

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

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.)

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2023-10, was adopted following a roll-call vote.

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

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.

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2023-11, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

13. Motion to Authorize the Mayor to Dismiss the Word of Life Lawsuit.

A motion was made by Alderman Haas, seconded by Mayor Cole, to authorize the Mayor to dismiss the Word of Life Lawsuit.

City Attorney Evan Cope explained the resolution to the Board.

The motion was adopted following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to keep Covenant School in their prayers. He made comments about the Police Department, term limits, and the hire and fire authority. 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. She made comments about the Police Chief search and the community. She spoke about term limits and made comments about last month's discussion on the Stormwater building purchase. She spoke about the hire and fire authority and made comments about the City Charter.

Alderman Haas made comments about the softball and baseball sign-ups. She expressed her condolences for the Covenant school victims and families.

Mayor Cole made comments about the convention and the upcoming City events. He reminded everyone to come to the Spring Fling and movies in the park. He asked everyone to keep the Covenant school families and the Readyville tornado victims in their prayers.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:55 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Second 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.

We had submitted an advertisement to the newspaper for a public hearing to be held prior to the meeting on May 2, 2023. Unfortunately, the ad was not published, so we cannot have the public hearing as required before 2nd reading. The Mayor has called for a public hearing and a special meeting that will be held on Monday, May 8,

2023 starting at 6:00 p.m.

Financial Summary:

There is no cost to the City.

Staff Recommendation:

Staff recommends deferral until the special meeting that will be held following a public hearing which has been scheduled for May 8, 2023 at 6:00 p.m.

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: April 27, 2023

Item Title: Second 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 \$412,210, 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
110-41340-141	City Admin - FICA	\$	350
110-41340-143	City Admin - 401 City Match	\$	210
110-41340-144	City Admin - 457 City Match	\$	5,660
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
110-41650-141	Human Resources - FICA	\$	180
110-41650-143	Human Resources - 401 City Match	\$	110
110-41650-144	Human Resource - 457 City Match	\$	4,790
110-41670-144	Engineering - 457 City Match	\$	3,200
110-41680-111	IT - Wages - Salary	\$	2,300
110-41680-141	IT - FICA	\$	180
110-41680-143	IT - 401 City Match	\$	110
110-41680-144	IT - 457 City Match	\$	7,290
110-41680-948	IT - Computer Software	\$	45,240
110-41700-111	Planning - Wages - Salary	\$	1,800
110-41700-141	Planning - FICA	\$	140
110-41700-143	Planning - 401 City Match	\$	90
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
110-42200-111	Police - Wages - Salary	\$	4,700
110-42200-141	Police - FICA	\$	360
110-42200-143	Police - 401 City Match	\$	220
110-42100-144	Police - 457 City Match	\$	88,670
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
110-47100-141	Econ. Development - FICA	\$	100

110-47100-143	Econ. Development - 401 City Match	\$	60
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	\$	412,210
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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: April 27, 2023

Item Title: Second 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: April 27, 2023

Item Title: Second 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: April 27, 2023

Item Title:	Award Contract to Kimley-Horn for Consulting Services Related to the CMAQ Project Described as "(SR-1) Murfreesboro Pike, from Waldron Road to the La Vergne City Limits; Waldron Road from I-24 to (SR-1) Murfreesboro Pike; and Old Nashville Highway from Stones River Road to the City Limits" (TDOT PIN Number 130747.00).
Department:	Engineering
Presented By:	Gary Lide
Item Attachments:	1. Contract - Kimley-Horn - CMAQ Project

Summary:

This item is to award a contract for consulting services to Kimley-Horn for the CMAQ Project.

Background Information:

An advertisement and review process has been completed for Consulting Services for the project described as: *"(SR-1) Murfreesboro Pike, From Waldron Road to the La Vergne City Limits; Waldron Road, From I-24 to (SR-1) Murfreesboro Pike; Old Nashville Highway, From Stones River Road to the City Limits (TDOT Pin Number 130747.00)"* This process was completed in compliance with the "Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation" (which was adopted by the La Vergne Board of Mayor and Aldermen on 04 October 2011.

After receiving, reviewing, and grading two phases of the required Statement of Qualifications, the Consultant Selection Committee has voted unanimously to recommend approval of the award of this contract for consulting services to Kimley-

Horn, 10 Lea Avenue, Suite 400, Nashville, TN 37210.

Financial Summary:

This is not available due to the award of a consulting contract for a Federal project cannot be based on cost - it's based on qualifications.

Staff Recommendation:

Staff recommends that the consultant contract be awarded to Kimley-Horn.

DRAFT

City of La Vergne Tennessee Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **‘(SR-1) Murfreesboro Pike, From Waldron Road to La Vergne City Limits; Waldron Road, From I-24 to (SR-1) Murfreesboro Pike; Old Nashville Highway, From Stones River Road to the City Limits’**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$XXX,XXX.XX.

2.02- Basis of Compensation

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

2.03- Change Orders

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

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

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for XXX calendar days; however it is noted that neither the City nor the Consultant have control over internal FHWA and TDOT review processes as they relate to approvals and issuances of notices to proceed for the various phases of the project. Should these approvals and issuances of notices to proceed exceed the anticipated time frames jointly estimated by the City / Consultant, then schedule modifications will be made to reflect these delays.
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

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

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- C. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"

7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.02- Sales Tax

- A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected

4.03- Payment

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

4.04 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

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

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

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

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

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

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

9.02- City Obligation

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

Section 10- Termination and Suspension

10.01- Suspension

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

10.02- Termination for Cause

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

10.03- Termination for convenience

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

10.04- Payment following termination

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

Section 11- Controlling Law

11.01- Controlling Law

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

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Dispute Resolution

13.01- Notice of Dispute

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

13.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
- B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding mediation with a neutral third party mediator that shall be mutually agreed upon
- C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 14- Force Majeure

14.01- Force Majeure

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

Section 15- Entire Agreement and Amendment

15.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

15.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

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

City of La Vergne

By: Jason Cole
Mayor

Kimley-Horn and Associates, Inc.

By: Christopher D. Rhodes
Vice President / Project Manager

EXHIBIT A

SCOPE OF SERVICES

The signalized intersections are scoped for this:

1. Murfreesboro Road (State Route (SR) 1) at Waldron Road
2. Murfreesboro Road at George Chaney Street / Madison Square Boulevard
3. Murfreesboro Road at Stones River Boulevard
4. Murfreesboro Road at Floyd Mayfield Drive
5. Murfreesboro Road at Dick Buchanan Street
6. Murfreesboro Road at Wal-Mart Entrance
7. Murfreesboro Road at Fergus Road
8. Waldron Road at Centerpointe Drive / Charter Place
9. Waldron Road at I-24 East Ramps
10. Waldron Road at I-24 West Ramps
11. Waldron Road at Enterprise Boulevard / Industrial Boulevard
12. Waldron Road at Heil Quaker Boulevard / Ingram Boulevard
13. Waldron Road at Bridgestone Parkway / Bain Drive
14. Waldron Road at International Boulevard
15. Old Nashville Highway at Jefferson Pike / Centennial Drive
16. Old Nashville Highway at Stones River Boulevard

Task 1 – Project Coordination

All tasks within this scope of services will be completed in accordance with the TDOT Local Government Guidelines Manual (LGGM), Latest Edition and Revisions at the time of the execution of this contract. All forms within the LGGM required for this Contract will be provided in draft form by Consultant for review and then either:

- Consultant shall submit and work with TDOT and all review comments to completion and acceptance of the form, or
- Consultant shall work with the City if the City is required to submit and work with TDOT through the review and comments process to completion and acceptance of the form and City execution.

Consultant shall provide the following Project Coordination Services:

- Preparation of draft documents fulfilling applicable requirements of the TDOT “Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects” (LGGM) for City of La Vergne review.
- Finalization of documents fulfilling applicable requirements of the LGGM for City of La Vergne signatures.

- Submittal of documents fulfilling applicable requirements of the LGGM on behalf of the City of La Vergne,
- Maintenance of applicable documents (both digitally and paper) in a file system meeting the requirements of the LGGM and set up to work with the CEI file folder organization requirements of LGGM Form 8-6.

Consultant will hold a project kickoff meeting, provide an opportunity for weekly or biweekly project updates (as desired by City staff), and hold periodic project status meetings at key points throughout the project—all in an effort to keep City staff involved every step of the way. As a minimum, the following face-to-face meetings shall be conducted by Consultant:

- Conduct Project Kick-off Meeting at City of La Vergne Engineering Building, 5175 Murfreesboro Road, La Vergne, Tennessee. Consultant shall provide a draft agenda to the City seven calendar days prior to the meeting for review and comment. Consultant will prepare the minutes.
- Conduct Preliminary Design Kick-off Meeting at City of La Vergne Engineering Building, 5175 Murfreesboro Road, La Vergne, Tennessee. Consultant shall provide a draft agenda to the City seven calendar days prior to the meeting for review and comment. Consultant will prepare the minutes.
- .
- Conduct progress meetings with the City of La Vergne City Engineer as well as other invitees determined by the City Engineer at least once per month. These meetings are preferred to be in person at the City of La Vergne Engineering Office (5175 Murfreesboro Road, La Vergne, TN). However, teleconferences which allow the viewing of plans and documents are allowed for efficiency. These meetings require an agenda which shall be provided by the Consultant at the beginning of each meeting and minutes to be prepared by the Consultant and sent out to the City of La Vergne City Engineer within 24 hours after the meeting.
- Conduct two daytime meetings at the City of La Vergne City Hall with the City Administrator, the Assistant City Administrator, the City Engineer, and other invitees. One meeting shall be prior to the public hearing (if required) and the second will focus on the ROW Acquisition Requirements (if needed) and Construction Cost Estimate for the Project. Consultant shall prepare an agenda for each meeting. The Consultant shall prepare minutes and send them out to the City of La Vergne City Engineer within 24 hours after the meeting.
- Present at an evening meeting before the City of La Vergne Board of Mayor and Aldermen (BOMA) going through the ROW Acquisition Requirements (if needed) and Construction Cost Estimate for the Project. Consultant will submit an agenda and a packet of information for BOMA review at least three weeks prior to the regularly scheduled BOMA Workshop (not formal meeting). Consultant shall prepare minutes and send them out to the City of La Vergne City Engineer within 24 hours after the meeting.
- Conduct a meeting just prior to completing pre-bid phase efforts to discuss the TDOT coordination required to get the design package ready for a TDOT construction notice to proceed (NTP).

This task further consists of project management efforts, monthly work planning, invoicing, and coordination with the City and TDOT Local Programs staff throughout the duration of the design effort.

Task 2 – Environmental Documentation Services

Given the limited nature of the proposed construction, the improvements for this project are a likely candidate for classification as a “Programmatic Categorical Exclusion” as described in 23 CFR Part 771.117(d). This determination can only be made; however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Consultant will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and FHWA will determine the level of documentation and technical studies required for this project.

TDOT now requires the completion of an Environmental Boundaries Survey for this project. Consultant in coordination with TDOT will prepare the environmental technical study, and the results of this study will be incorporated directly into the NEPA document. Consultant will submit wet weather conveyance determinations as a Qualified Hydrologic Professional to the Tennessee Department of Environment and Conservation (TDEC) for questionable features and will prepare a summary report describing the findings that include water resources form(s), the routine wetland determination data form(s), Hydrologic Determination form(s), and delineation map(s).

Based on the assumption that TDOT and FHWA will determine that a Categorical Exclusion (CE) document is appropriate for this project, Consultant will prepare the CE document in accordance with the Tennessee Environmental Procedures Manual and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents. A preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT’s comments, a final Categorical Exclusion will be submitted to TDOT for acceptance.

If it is determined that additional technical studies beyond those described above are required, or that a Programmatic Categorical Exclusion is not applicable for this project, any additional required technical studies will be performed after authorization by the City in accordance with the Additional Services clause of this agreement.

Task 3 – Data Collection Services

Within one week of NTP, the consultant will provide a listing of all subconsultants being used. This information will be provided in TDOT LGG format.

Traffic Data Collection

Traffic data collection shall be captured in two ways: 1) acquiring average daily traffic (ADT) count data from TDOT’s Project Planning Office, and 2) performing turning movement counts (TMC). TMC’s will be captured during the following time periods:

- Weekday AM peak (6:00 – 9:00)
- Weekday Mid-Day (MD) peak (11:00 – 13:00)
- Weekday PM peak (15:00 – 18:00)

Field Inventories

Consultant shall utilize previously gathered information as well as field inventory, as needed to confirm the field conditions. Field inventories shall consist of the following:

- Signal cabinet/equipment inventory
- Communications and coordination (routing and location of interconnect cable if hardwired; location of antenna and master radio, if wireless)
- Detection equipment (type/location)
- Pedestrian features (type/size of heads, type of mounting, presence of push buttons, location of ADA ramps)
- Signal supports and displays (type of poles, type and size of signal heads)
- Pre-emption features/special features, if existing (railroad, emergency vehicle)
- Signal phasing (protected-permissive, protected only, permissive, lead-lag, split-phase)
- Existing geometry (lanes/widths, crosswalks, pavement markings, turn-bay storage lengths to the nearest 10-foot increment)
- Other physical features pertinent to the project

Field Observations

During data collection efforts, consultant shall spend time during each of the peak periods (AM, mid-day, and PM) to drive and observe the corridors to understand where the circulation/congestion issues reside along the project corridors.

Survey of Existing Features and Site Visit

Consultant shall provide survey data at up to ten intersections, in accordance with Section 5.2 of the LGGM, for use in the development of the construction plans for the civil infrastructure (ADA ramps, corner sidewalk extensions, etc.). This data will consist of existing features such as topographical features, top of banks, curb and gutter, edge of pavement, trees, pavement markings, driveways, curb cuts, drainage features (pipes and ditches), right-of-way limits, property lines/property information, fences, mailboxes, utilities, and easements. This data will be collected under the supervision of a Tennessee Registered Land Surveyor. Global Positioning System (GPS) control will be established, and the survey data will be related to the Tennessee State Plane Coordinate System.

Assemble Survey and Base Mapping

Consultant shall convert the survey data into base mapping to use as design plan sheets. This consists of incorporating additional mapping (City based GIS), cutting and arranging the base mapping onto plan sheets, creating match lines, labeling route numbers/adjacent roadways within the base map limits, developing title blocks, and establishing alignments for the corridor. This subtask also will comprise the

acquisition of available base mapping, property owner information, and aerial photography as deemed necessary by the Consultant.

Task 4 – Preliminary Design Services

Consultant shall prepare the design package at each intersection meeting the requirements of Sections 5.4 and 5.7 of the LGGM.

Preliminary Plans Package Preparation

The PS&E package shall be prepared consistent with TDOT standards and specifications. The plan set shall be comprised of the following sheets:

- Front-end sheets (cover sheet, general notes, etc.)
- Quantity sheets
- Detail sheets (detection details, cabinet entrance details, pole entry/attachment details, field cabinet summary tables, etc.)
- Proposed fiber communications layout sheets (underground, overhead, and/or bridge attachments for fiber optic cable for approximately one mile within the project limits)
- Proposed traffic signal layout sheets (APS, detection, new signal heads, signing/markings, miscellaneous signal upgrades, etc.)
- Proposed civil infrastructure layout sheets (ADA curb ramps, sidewalk extensions, etc.)
- Work zone traffic control sheets
- Erosion prevention and sediment control (EPSC) detail sheets
- Others as deemed necessary by the Consultant

Consultant shall coordinate submittal to TDOT and mitigation of TDOT comments.

Preliminary Engineer's Opinion of Probable Cost

Consultant shall prepare a detailed engineer's opinion of the probable construction cost of the signal infrastructure improvements as defined by the plans and technical specifications. The opinion of probable cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available.

Preliminary Technical Special Provisions Development

For this subtask, Consultant shall develop the outline and primary content of the technical special provisions that will be used for the final bidding and construction documents. The TDOT Standard Specifications for Road and Bridge Construction shall be used for basic items. Consultant shall use supplementary technical special provisions (TSPs) for the majority of the ITS equipment.

Consultant shall tailor TSPs to describe the specific technology and equipment planned for this project.

Systems Engineering Analysis Report (SEAR)

Consultant shall prepare the required Systems Engineering Analysis (SEA) documentation to address the items identified in TDOT's Traffic Design Manual consistent with FHWA and TDOT ITS documentation requirements.

Early Utility Coordination

Consultant shall conduct utility coordination throughout the life of the project. To receive utility certification from TDOT, a new "Early Utility Coordination" process must now be performed in accordance with TDOT guidelines. Consultant shall request a list of Rutherford County utility owners from the TDOT Region 3 Utility Office. Consultant shall prepare and send an early coordination letter and project graphic to each utility on the list. The letters shall be sent via email where possible and by certified mail in all other cases. Consultant shall prepare a document compiling the responses received from the initial coordination letter.

Sixty days after sending the initial coordination letter, Consultant shall send a second letter (either by email or registered mail) to each utility company that did not respond to the initial coordination request. Consultant shall document any responses received within 10 days, per TDOT guidelines. The process shall follow TDOT methodology and requirements.

Task 5 – Final Design Services

Consultant shall coordinate with City staff regarding any comments and recommended revisions that are received on the preliminary construction plans. After all comments and issues are received and addressed, Consultant shall prepare a final plan set for submittal to the City. Updates to the engineer's opinion of probable cost and the technical special provisions will be prepared by Consultant and a final PS&E package shall be compiled by Consultant. Upon receipt of final comments from the City and approval of the plans package from TDOT's construction division, Consultant shall finalize the plans, technical special provisions, and materials estimates to be incorporated into bidding documents.

Consultant shall coordinate Design Exception process with TDOT, if required.

Task 6 – Timing Plan Development

Consultant shall develop optimized signal timing plans for each of the intersections, covering the sub-tasks below. Up to five timing plans will be developed for the corridors which may consist of the following: weekday AM peak, weekday mid-day peak, weekday PM peak, off peak, and/or weekend peak.

Local Controller Settings Development

Consultant shall calculate local controller settings. The calculations shall use the latest National Cooperative Highway Research Program (NCHRP) methodology and standards. Calculations for the pedestrian signal times (WALK and DON'T WALK) shall be compliant with the Manual on Uniform Traffic Control Devices (MUTCD).

Cycle Length and Time-of-Day (TOD) Clock Development

Consultant shall develop recommended cycle lengths and time-of-day (TOD) clock settings for the corridor. TDOT ADT count data shall be used in the preparation of TOD clocks for both a typical weekday and weekend programs. TOD change points shall be based upon changes in traffic volume and the directional distribution of traffic volumes along the corridors.

Split, Offset, and Phase Sequence Development

Consultant shall develop the split, offset, and phase sequences for each signal. Analysis will extend beyond simply hitting an optimize button, but will be based upon earlier field observations and engineering judgment. As necessary, hand calculations will be performed on the timing to use as input and to help verify the results of the signal timing software.

Intersection Coding Sheets

Consultant shall transfer the above-described data to coding sheets for each intersection consistent with the Econolite Centrac format. Consultant shall then take the coding sheets (once approved by City staff) and code them into the Centrac central software or hand key at each field controller.

Field Implementation

Consultant shall take the results of the above-referenced models and studies and perform field implementations and fine-tuning efforts. This effort shall account for the realities of this project in items such as:

- That rush hours do not start and stop precisely at 7:00 AM and 9:00 AM, or 4:00 PM and 6:00 PM
- The need to observe traffic on multiple days of the week

- That even with the best and most accurate data collection, sometimes field adjustments are necessary and expected
- The need to observe traffic during the timing plan transition points, to validate the TOD clock settings
- The nuances, limitations, and capabilities of the controllers

Field implementation efforts will occur over a two-week period with the Consultant providing a pair of traffic engineers on-site throughout the course of each week starting prior to the AM peak and continuing into the evening after the PM peak subsides.

Before and After Travel Time and Delay Studies

Consultant shall perform before and after studies for each corridor using actual field travel time data. Consultant shall collect travel times runs for before (existing traffic conditions) and after (traffic conditions once optimized timings are implemented) conditions using either: 1) a GPS data collection device by following the floating car method, or 2) capturing Bluetooth® travel time data from the BlueTOAD travel time units. Travel times will be performed during the three most heavily traveled peak periods (weekday AM, mid-day, and PM peak periods).

Data captured will include overall travel time, running time, overall stopped delay, number of stops, average speed, and running speed.

Consultant shall prepare a signal timing summary report at the conclusion of the signal timing portions of the project and will consist of the following items:

- Project overview
- Analysis techniques and approaches used
- Timing plan data
- Summary of all data collected (appendix to include actual TMC, tube counts, and field inventory sheets)
- Recommended changes
- Before and after travel time summaries and air quality analysis along with benefit-cost analysis (if desired)
- Project results
- Technical appendix containing supporting data/documentation

Task 7 – Pre-Bid/Bid Phase Services

Consultant shall assist the City with the following pre-bid/bid phase tasks such that, at the conclusion of these efforts, the City will be ready for a construction NTP from TDOT.

Design, Right-of-Way, Utilities, and Environmental Certification

Consultant shall prepare and submit the Plans, Specifications and Estimates (PS&E) package to the TDOT Design Division (through the Office of Local Programs) for review and approval. Consultant shall further assist the City in the preparation of the required documents for the right-of-way certification process. It is assumed that almost all roadways lie within dedicated right-of-way or within prescriptive (in-use) right-of-way.

Consultant understands that, in either case, the City is required to secure a certification that all of the right-of-way for the project is either already owned by the City or was acquired in a manner that conforms to the regulations and procedures outlined in the Code of Federal Regulations 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.

Consultant shall submit construction documents for review by the local utilities. Consultant shall work with the TDOT Utilities Division to provide the plans in a format that will ease the review by the affected utility owners.

It is assumed that no environmental permits are necessary for this project. Under this assumption, the Consultant will send the plans to TDEC requesting verification that no environmental permits are necessary. Consultant will then submit the plans and verification from TDEC to the TDOT Environmental Division requesting environmental certification.

DBE Goal Setting

This project is subject to goals for DBE participation as defined in federal regulation 49 CFR 23/26. Consultant shall work with the City and the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type of work being performed and the local availability of qualified DBE contractors.

Bid Phase Services

Consultant shall prepare the project proposal contract, commonly referred to as a bid book, containing applicable bid forms, legal contracts, and technical specifications required to successfully bid, award, and construct the project. Consultant shall assist the City in advertising the project and receiving bids in the required format, and shall assist in the evaluation of bids.

Upon receiving authorization from TDOT to receive bids, the Consultant will assist the City with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. The Consultant will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Consultant will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, the Consultant will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, Awards of Construction Contracts. The Consultant will prepare a written summary of this tabulation and evaluation. The

Consultant will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

Task 8 – Construction Support Services

The Consultant will provide technical support to the City and their Construction Engineering and Inspection (CEI) consultant serving as the Engineer of Record. The Consultant's construction support services will be limited to attending construction meetings; up to four field visits; responding to shop drawing / submittal reviews, Contractor Requests for Information (RFI) and minor design revisions; and assisting with software integration as scoped in the sub-tasks below. It is assumed that there will be one construction contract for the entire project and that the construction phase of this project will have a twelve month duration.

Pre-Construction / Construction Progress Meetings

The Consultant will attend the Pre-Construction Conference and up to four Construction Progress Meetings through the construction phase of the project, as requested by the City. It is our understanding that the CEI Consultant will lead these meetings.

Shop Drawings and Submittals

The Consultant will review and approve or take other appropriate action with respect to no more than ten Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Contractor Request for Information (RFI) Response

The purpose of the Consultant's efforts associated with this task will be to respond for Contractor requests for information (RFI's) and to provide periodic on-site visits to address construction issues as directed by City and/or their CEI Consultant. These efforts will consist of preparation and documentation time associated with each activity. A total of up to four RFI's and up to four on-site visits have been budgeted for this sub-task.

Minor Design Modifications

The Consultant will allocate up to 40 hours to evaluate requests for minor design modifications initiated either by the City or the Contractor. If appropriate, the Consultant will prepare minor design addendum to document and clarify resulting contract change orders. A total of up to four minor design modifications have been budgeted for this sub-task.

Integration Support Services

The purpose of this task will be to integrate the proposed technology components with the fifteen traffic signals on the corridors. The Consultant's efforts will consist of coordinating with City Information Technology (IT) staff, the Contractor, and vendors to facilitate technical discussions / decisions regarding the integration of the system.

Testing for Acceptance

Concerning ITS and traffic signal equipment, the Consultant will review the project testing plan developed by the Contractor consisting of project testing and acceptance procedures necessary to demonstrate compliance with the technical requirements as outlined in the project technical special provisions and plans. The Consultant will review the testing provided by the Contractor in the field as defined in the Contract, Plans or Special Provisions and document system performance requirement compliance. All testing will be provided by the Contractor. The Consultant will review the testing results and provide feedback / documentation to the City and/or its CEI Consultant.

Assuming an up to 12-month total construction schedule, an average of 20 hours per month has been estimated for Consultant assistance serving as the Engineer of Record for a total of 240 hours.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Amendment #2 to the Agreement with Kimley-Horn for the Blair Road West Extension Project - Right of Way Staking

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Blair Road West - Amendment 02 to Client Agreement

Summary:

Kimley-Horn, through Wilson & Associates (W&A), will field locate the permanent right-of-way, temporary construction easements, and permanent drainage easements for impacted properties. In fully developed or paved areas, spray marking will be used to note the locations of proposed acquisitions. W&A will mark the proposed right-of-way, proposed permanent drainage easements, and proposed construction easements only. Staking/marketing will be placed by the following methods:

- Proposed ROW will be staked/marked at property lines and each breaks
- Permanent drainage easements will be staked/marked at each breaks
- Construction easements will be staked at 50'

Background Information:

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

Financial Summary:

The total cost of this amendment will be \$12,685.00

Staff Recommendation:

Staff recommends this amendment.

**AMENDMENT NUMBER 02 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 02 dated April 17, 2023 to the agreement between the City of La Vergne, Tennessee ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 04, 2020 ("the Agreement") concerning Blair Road West Extension (the "Project").

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

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

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

Task 12 – Right of Way Acquisition Services

Task 12.1 – Right of Way Staking

Kimley-Horn, through Wilson & Associates (W&A), will field locate the permanent right-of-way, temporary construction easements, and permanent drainage easements for impacted properties. In fully developed or paved areas spray marking will be used to note the locations of proposed acquisitions. W&A will mark the proposed right-of-way, proposed permanent drainage easements, and proposed construction easements only. Staking/marketing will be placed by the following methods:

- Proposed ROW will be staked/marked at property lines and each breaks
- Permanent drainage easements will be staked/marked at each breaks
- Construction easements will be staked at 50' increments
- Existing ROW will be staked at each breaks

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

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

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

Task 12.1 - \$12,685

Total Fee - \$12,685

CITY OF LA VERGNE

SIGNED: _____

(Print Name and Title)

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED:  _____

Christopher D. Rhodes, P.E. / Vice President
(Print Name and Title)

Date: April 17, 2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Agreement with ArchiveSocial for Social Media Record Retention.

Department: Public Relations

Presented By: Anne Smith

Item Attachments: 1. TN - La Vergne - AS ELA - Clean - 04112023

Summary:

This is an item to approve an agreement with ArchiveSocial to retain all social media records.

Background Information:

The city has been using ArchiveSocial since 2018 to archive all of our social media accounts. This agreement will lock in a price for three years.

Financial Summary:

The City will be charged \$5,391 for the first year of service and \$7,188 for the subsequent two years of service.

Staff Recommendation:

Staff recommends approval.

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this __ day of _____, 20__ (the “**Effective Date**”), by and between ArchiveSocial, LLC, a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and City of La Vergne, TN, a government entity whose principal place of business is located at 5093 Murfreesboro Road, La Vergne, TN 37086 (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications and Internet websites (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge

or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website's, the Service's or the Software's source code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) Reservation of Rights. Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. SUPPORT AND SERVICE. Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. PAYMENTS. Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on Exhibit A hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for a period of 3 years (the “Initial Term”), and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a “Renewal Term”) by providing notice of renewal, including but not limited to purchase orders or invoice payments to Licensor within 30 days of the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 90 days thereof, Licensor shall, within 90 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social

media platforms and Internet websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 90 days for Licensee to retrieve the Archived Content. Upon expiration of such 90-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee’s sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE’S OR ITS REPRESENTATIVES’ ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee’s Archived Content, solely and to the limited extent necessary to perform Licensor’s obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor’s or Licensee’s terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account and/or Internet website, platform or service that Licensor supports (a “**Supported Site**”) and that Licensee would like to be included as part of Licensee’s Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or Internet website in connection with Licensee’s use of the Service and Licensor’s archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, “**Permitted Accounts**”).

(c) Limitations on Licensor’s ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data

and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any

other content, in order for Licensor to perform Licensor's obligations hereunder and to provide Licensee with the Service. Notwithstanding the foregoing, but only to the extent permitted by Tennessee law, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, "**Feedback**"), shall be considered Licensor's proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee's right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. **CONFIDENTIALITY.** To the extent permitted by Tennessee law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, and to the extent permitted by Tennessee law, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. To the extent permitted by Tennessee law, I provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

8. **TRANSFERS.** This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

9. **MUTUAL REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has

been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except to the extent any provision of this Agreement violates Tennessee law.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY TENNESSE LAW, NEITHER PARTY NOR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THREE TIMES THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor-negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee's use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and employees, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by Licensor in performance under this Agreement.

(c) Conditions. Licensor's indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) and cooperating with Licensor in the defense of the claim.

13. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which

supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. INDEPENDENT CONTRACTOR. The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

15. ADDITIONAL TERMS. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. COUNTERPARTS. This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures.

17. GOVERNING LAW. This Agreement shall be interpreted and governed by Tennessee laws. Any legal action between the parties hereto arising out of this Agreement shall be adjudicated in the U.S. District Court for the Middle District of Tennessee or the state courts located in Murfreesboro, Tennessee.

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, LLC.

By: _____

Name: _____

Title: _____

LICENSEE:

City of La Vergne, TN

By: _____

Name: _____

Title: _____

EXHIBIT A

Fees and Payments

1. Base Service Fee: Licensee shall pay an annual base service fee of **\$5391 for first year of service and \$7188 for the subsequent two years of service** which shall entitle Licensee to connect to the Service, social media accounts from one or more social networking or social media websites, platforms or services or Internet websites supported as part of the commercially available Service (each a “**Supported Site**”) for which Licensee is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account or Internet website (e.g., upon express authorization by Licensee’s Representative). Each such social media account shall be referred to as a “**Permitted Account**”. Licensee is entitled to archive up to **3500** new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a “**social media record**” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.

2. Add-on Service Fees: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

Selected: (X)	Add-on Service	Annual Fee
x	Risk Management & Analytics (RMA) Reporting & Alerting	\$0
	Public Access Open Archive Portal	\$

3. Service and Support: There is no additional charge for service and support as provided in **Section 2** of the Agreement.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Contract with Ulliance for an Employee Assistance Program.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. City of La Vergne - Ulliance Agreement

Summary:

This is an agreement with Ulliance for Employee Assistance Program services for the City of La Vergne employees.

Background Information:

This EAP program will provide counseling services, legal assistance, financial services, support to the City HR Department staff, and critical incident stress debriefings. This is a huge enhancement to the current EAP provided through The Standard Company.

Financial Summary:

If this agreement is approved, the city would pay Ulliance \$2.38 / per employee / per month or \$7,025.75 annually for all comprehensive services.

Staff Recommendation:

Staff recommends approval.

LIFE ADVISOR EMPLOYEE ASSISTANCE PROGRAM®
City of La Vergne
Service Agreement

This Life Advisor Employee Assistance Program® Service Agreement ("Agreement"), effective June 1st, 2023 (the "Effective Date"), by and between **City of La Vergne**, including all divisions and/or sites currently, and while under this Service Agreement are owned by **City of La Vergne**, ("Customer"), and Ulliance, Inc., (and its successors and assigns) ("Ulliance"). Customer and Ulliance are collectively referred to as the "Parties" and as "Party." Ulliance shall provide Employee Assistance services and compensation therefore, according to the following terms and conditions:

1. **Term:** This agreement shall become effective on the Effective Date and shall continue for a minimum period of (1) one full year unless terminated as set forth herein. Following the initial one-year Agreement period, and unless otherwise terminated, this Agreement shall be automatically renewed for subsequent one-year periods.
2. **Services to be Provided:** Ulliance shall provide those services to the Customer's employees and their eligible spouses and dependents ("Participants") located in the United States ("Services").
 - a. **Consultation Prior to Life Advisor EAP® Implementation:** To ensure compatibility with Customer culture and other cost-containment, risk reduction and health promotion strategies, Ulliance provides initial and annual consultation with key Customer officials.
 - b. **Supervisor Life Advisor EAP® Orientation:** Ulliance may provide upon Customer's request, orientation for human resources, supervisors, managers and key employees, either in person or via electronic media. While this is essential at the initiation of a new program, it may be replicated periodically to accommodate new human resources staff and managers. Supervisor Life Advisor EAP® orientation includes:
 - Introduction to the Life Advisor EAP®.
 - Recognition of employee personal performance problems.
 - Clarification of the Life Advisor EAP® and human resources and supervisor's role with assisting troubled employees.
 - Effective management and documentation of employee work performance problems.
 - Life Advisor EAP® referral types & related processes.
 - Privacy, confidentiality issues and formal employee referral services available to supervisors.
 - c. **Employee Orientation:** Ulliance may provide, upon Customer's request, Life Advisor EAP® employee orientations either in person, or via electronic media to groups of Customer's employees ("Employees") to familiarize them with the Employee Assistance Program services and how they work.

- d. **Counseling Services:** Ulliance may provide professional, advance degreed and licensed/certified/credentialed counselors to assist Participants experiencing a variety of personal problems and work-life challenges.

Ulliance may respond to all calls or requests via website or mobile applications (where applicable) for assistance. This may involve telephone consultation, on-line chat (where applicable), or arrangements to meet at one of the counseling offices. Ulliance may assess the Participant's concern, the type of assistance necessary, the nature and scope of the problems, and the prudent course of action. A counselor will help the Participant define the problem, or issue, and develop a course of action toward assisting them.

Ulliance may provide counseling in cases where a Participant's problem(s) can be managed within a short-term counseling model otherwise known as the Resolution Model EAP®.

Ulliance will refer a Participant, when necessary, to longer-term counseling services, facilities or to a community resource for the treatment of the Participant's problem, or issue. Ulliance is not responsible for providing Life Advisor EAP Participants with insurance verification nor is Ulliance responsible for any treatment costs or any costs whatsoever covered or not covered by insurance. It is the Life Advisor EAP® Participant's responsibility to verify their insurance eligibility, coverage, and to pay any and all deductibles, co-insurance and/or costs associated with counseling/treatment rendered by, or through, treatment providers.

Ulliance does not control and is not responsible for the quality of services rendered by resources or affiliate providers nor does Ulliance review or monitor their activities. A referral by Ulliance to a resource or affiliate provider is not a recommendation, approval or representation by Ulliance regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decisions as to whether to utilize a resource or affiliate provider identified by Ulliance shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource or affiliate provider. Ulliance does not assume any liability regarding the Services performed by any resource or affiliate provider.

Ulliance may provide follow-up to Life Advisor EAP® Participants for continuing support and furnish additional counseling services, as necessary.

Ulliance may provide a 24-hour telephone "Crisis Line" which will be listed on promotional material distributed to Employees and/or displayed at the workplace.

Ulliance may promote the general health of the Participants by recommending and providing information about community resources.

Ulliance may provide individual client case management for chemical abuse/dependency and mental health problems.

Ulliance does not provide psychiatric service, psychological testing, detoxification, long-term psychotherapy, specialized mental health treatment for autism, dyslexia or mental retardation, child psychiatric services/testing, or inpatient, day treatment, residential or halfway house services for chemical dependency or mental health problems.

Counseling will be available by appointment. Times will be scheduled to accommodate the needs of the Participants in a timely manner, except on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Thanksgiving Friday. Crisis management services will be available at all times.

- e. **Enhanced Legal/Financial Access:** The Ulliance Enhanced Legal/Financial Access services provide up to 30 minutes of free initial consultation services with a network attorney and or a certified financial planning consultant. The financial and legal consultants are available for hire at the discretion of the Participant. Participants will receive a discount off normal hourly rates when working with a certified financial planner or legal consultant from a network of providers. It is solely at the Participants' discretion to hire and continue any services with the consultant after the initial consultation. Ulliance is not responsible for any legal or financial guidance provided or associated costs incurred in the event that a Participant hires legal counsel or a financial consultant.
- f. **Human Resources and Management Services:** Ulliance may provide a variety of Management Services including:
- **Human Resources and Management Consultations-** The Customer will receive unlimited consultations and interventions for human resources, managers/supervisors/key personnel who are confronted with Employee policy violations or work performance problems. These confidential consultations can help managers deal with troubled Employees and difficult situations in the most effective manner.
 - a. Life Advisor EAP® “coaching” is provided to human resources, management and key personnel who may be experiencing confusion, frustration, or personal distress as a result of an Employee’s personal performance problem and/or situation.
 - b. Ulliance provides consultation for human resources, managers, supervisors and key personnel with Employees who are under “Last Chance” or “Return-To-Work” guidelines for policy violations and other work performance problems to determine if a work performance referral is appropriate.
 - **Work Performance Referrals:** The formal referral process allows human resources, and management to refer an Employee who is at risk of termination due to personal work performance problems or Customer policy violations. This provides human resources and management with direct information regarding an Employee’s compliance with Life Advisor EAP® direction and recommendation and providing the Employee with an opportunity to help him/herself. Formal referrals provide management and, if appropriate, union leadership, with assistance in helping Employees.
 - **Critical Incident Stress Debriefings:** In the event the Customer experiences a critical incident or crisis at the worksite (e.g., workplace violence, suicide, natural disaster, fatality), Ulliance can provide on-site response. This service will help to reduce the possibility of post-traumatic stress, normalize reactions to the incident, provide continued support/counseling to those affected, and provide human resources, management and or union consultation to prevent recurrence and reduce overall long-term effects. In the event of a disaster (i.e. natural disaster, terrorist attack, or other major event), Customer shall be entitled up to a maximum of 7 hours for Critical Incident Stress Debriefing, (CISD) services per single event.
- g. **Service Report:** A Life Advisor EAP® Service Report will be provided to human resources management. Only demographic information will be submitted. To ensure confidentiality this information is limited to:
- Number of Employees using the Life Advisor EAP®.
 - Number of Participants contacts.
 - Demographics and types of problems identified.

- Number and types of referrals made.

- h. **Printed Material:** Ulliance provides the format and information to the Customer for notices to Participants. However, it is the Customer's responsibility to print or to pay for the printing and postage of, and to distribute, notices about the program to eligible Participants. Said notices shall include, but not be limited to, posters, brochures or notices.
- i. **Travel Expenses:** It is the Customer's responsibility to pay for all reasonable travel expenses incurred by Ulliance associated with human resources, supervisor orientations, employee orientations, Life Advisor EAP® implementation meetings, critical incident stress debriefings and on-site consultations at locations more than 100 miles outside of areas served directly by local or regional offices. Mileage reimbursements will be no more than IRS rate. Customer must provide Ulliance with at least 72 hours advanced notice if it wishes to cancel any scheduled training, on-site intervention or other on-site services. Reasonable travel expenses may include but not limited to: airfare, hotel, commuter fees (taxi, tolls etc.). Customer will be charged for any non-refundable costs incurred by Ulliance. Customer may have prior approval of any reimbursable travel expense. For on-site Critical Incident Stress Debriefing's there is \$150 per Counsellor travel charge per trip to customer site.
- j. **Involvement in Legal Issues:** Ulliance cannot be involved in any capacity with legal problems – i.e., appearing in court for divorce/custody cases; writing reports for the courts for any legal purposes; providing documentation to assist in the application process for FMLA or disability claims; or with issues concerning the Customer, Participants or any bargaining agency or union issues.
- k. **Fee Schedule:** The Customer agrees to pay Ulliance based on a capitation rate of \$ 2.38 per Employee per month. The quarterly Life Advisor EAP® fee will be based on an Employee headcount number and census provided by the Customer prior to the beginning of each quarter. Headcounts will include all current Customer Employees, and former Customer employees who are eligible for Life Advisor EAP® coverage through COBRA-elected benefits. There is no fee for Employees' dependent coverage. The Customer will pay Ulliance, Inc. on a quarterly basis, the first payment due at the time of the start of the program and the following payments due upon the receipt of a Life Advisor EAP® invoice. The Life Advisor EAP® capitated fee may be reviewed and adjusted annually by Ulliance.

At the sole discretion of Ulliance, a late fee of 1.5% per month may be assessed on outstanding balances in excess of 30 days. Ulliance reserves the right to amend its fees in the event of any changes to Customer's benefit plan or in the event of any other program or administrative changes due to state or federal law.

In the event Ulliance must use legal means to pursue collection due to failure to pay timely for contracted services rendered, Customer shall pay all reasonable attorney fees and court costs. At the sole discretion of Ulliance, legal action may be taken on accounts with overdue balances in excess of 120 days.

3. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Customer will pay or reimburse Ulliance for all applicable sales, services and other taxes (excluding taxes on Ulliance' net income) that may be levied upon the performance of services under this Agreement.
4. **Plan Administration:** The Customer as Plan Administrator shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration Agreements and shall be fully responsible for its compliance with all applicable laws. Customer will at its cost, distribute all notices required by HIPAA to be provided by the Customer.

5. **Participant Information:** The Customer and Ulliance agree that any confidential Participant information shall not be disclosed by Ulliance or the Customer without the written consent or authorization of the Participant unless State or Federal law requires the sharing of information and then only in strict compliance with the applicable law(s).
6. **Facilities:** Ulliance shall provide or cause to be provided the physical facilities necessary for the Services to be provided for counseling. The Customer shall provide the facilities for Life Advisor EAP® presentations, training sessions and workshops Ulliance offers to the Customer and the Participants.
7. **Exclusivity:** During the term of this Agreement, Customer warrants that Ulliance shall be the exclusive provider of the services under this Agreement to all current U.S. and Canada based locations of Customer, and that all such employees at these locations shall be covered under this Agreement. This section, however, shall not preclude Customer from utilizing another vendor in a specific location if Ulliance informs Customer in writing that Ulliance is unable to provide services in such location.
8. **Force Majeure:** No failure, delay or default in performance of any obligation of Ulliance shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of Ulliance, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war, terrorism, riot, theft, earthquake and other natural disaster.
9. **Program Information:** The Customer understands that the Employee Assistance Program information is confidential and proprietary to Ulliance and agrees to protect the confidentiality of any Ulliance program or service the Customer may acquire in the course of dealing with Ulliance. The Customer shall not disclose any such information to any person or organization without the express written approval of Ulliance. The Customer shall also use its best efforts to ensure that its employees or agents participating in Ulliance programs shall not disclose Ulliance program information.
10. **Non-Solicitation:** The Parties agree that they shall not solicit, recruit or employ or otherwise induce or influence any employee of the other Party's respective organizations to terminate employment with the other Party during the term of this Agreement, and for one-year following the Agreement termination date without the prior approval of the other Party.
11. **Insurance:** Ulliance agrees to maintain professional liability insurance covering counseling services provided by Ulliance under this Agreement. However, Ulliance cannot, and does not, guarantee the results of treatment or professional conduct.
12. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
13. **Facsimile/Signed Electronic Transmissions:** Facsimile or signed electronic transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment.
14. **Termination and Notice:** This Agreement may be terminated by either party for a breach of the terms in this Agreement by the other Party which is not corrected within 45 days following the receipt of written notice thereof. Otherwise, Customer may terminate this Agreement by providing notice of termination at least 90 days prior to the expiration of the initial one (1) year term or any subsequent one (1) year term. In the event the Customer elects to terminate this Agreement

without a breach during the service period, the Customer will be responsible for paying the total sums due for the remainder of the service term specified in paragraph 1, in addition to any other payments due Ulliance, whether or not Ulliance continues to provide Employee Assistance services. For purposes of this Agreement, notice shall be deemed received when deposited in the mail by certified or registered letter.

15. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision of such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.

16. **Miscellaneous Provisions:**

- a. This Agreement may be executed in several counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- b. This Agreement contains the entire understanding of the Parties and shall be amended only by written instrument signed by both Parties.
- c. This instrument shall be governed by and interpreted under Tennessee law. The exclusive jurisdiction and venue is Rutherford County, Tennessee.
- d. This Agreement shall be binding upon the Parties, all divisions and/or sites, any part thereof, their successors, acquiring all or any part of contracted Customer, and assigns.

Ulliance, Inc.
900 Tower Drive, Suite 600
Troy, MI 48098
248-680-4611
Contract No. 2363 SB

City of La Vergne
5093 Murfreesboro Rd
La Vergne, TN 37086

BY: _____
PRINTED NAME: Todd Lancaster
TITLE: Vice President of Sales & Marketing
DATE: _____

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Services Agreement with Kim Radford to Paint a Mural on City Hall.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. La Vergne Mural Contract

Summary:

This is a services agreement to paint a mural on the side of City Hall that is part of a grant that was awarded to the City of La Vergne.

Background Information:

This agreement is with Kim Radford to paint a mural on the side wall at City Hall. The city applied for and was awarded a grant thru Greater Nashville Regional Council (GNRC) and the Arts Build Communities (ABC) Designated Agency. This is a 50/50 grant reimbursable up to \$3,390.00. Total cost of this project is estimated to be \$6,780.00. Services are contracted at \$25.00/sq. ft. with an estimated 270 sq. ft. to be covered. The deadline for this grant is June 15, 2023.

Financial Summary:

Total costs for the mural are \$6,780.00 with up to \$3,390.00 reimbursable from the awarded ABC grant funds. A deposit of \$3,390.00 will be required with the remaining balance due at project completion. This is not a budgeted item and will require a budget amendment.

Staff Recommendation:

Staff recommends approval.

Kim Radford

Painter & Muralist in Nashville TN

C. 931.980.6002
e. kimradfordart@gmail.com

Services Agreement

This is a contract that documents our agreement as follows:

1. City of LaVergne (clients) agrees to hire Kim Radford (artist) to paint a mural.
2. The size of the mural will be 270 sq ft. The subject and details of the mural include: Classic American postcard style letters & imagery + imagery about LaVergne

Prior to start date, artist will create a sketch for the client based on the selected theme & client requests. The client may request up to 4 revisions during this phase of the project. Further revision requests will be billed/invoiced separately at a rate of \$~~50~~ hourly.

3. The work will begin on May 8, 2023 or the next mutually agreeable date. I estimate the painting will take between 7 and 14 days to complete. I can give you a better idea of timing once I begin the project and know the weather forecast.

4. The mural will be painted at: LaVergne City Hall
***** You represent that you have the authority to retain me for this purpose.

5. You agree to pay me a fee of \$ 6,780 [%] for the mural. This includes all my travel, time and materials. \$25 per sq ft.

50% Deposit and Final payment: A deposit of \$ 3,390 is due once contract is signed. The outstanding balance of \$ 3,390 is due upon completion of the mural.

Change Orders: If you would like to change the scope of the mural after we sign this contract, the cost of the mural will also be revised. We can agree to the new price by sending a confirming email or we can amend this contract.

Cancellation:

If you cancel our contract prior to the agreed upon start date, I will retain full deposit. If you cancel after I have begun, the full amount of the contract is due to cover expenses & loss of work during the days I secured for your mural.

By signing this contract you represent that you have read and agree to all the terms.

Client signature: _____ Date: _____

Artist signature: Kim Radford 4/15/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve a Venue Rental Agreement with The View At Fountains for the Annual Employee Holiday Party on Friday, December 15, 2023.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Holiday Party - The View at Fountains

Summary:

This is a rental agreement with The View at Fountains for the City of La Vergne 2023 Holiday Party.

Background Information:

After a successful 2022 Holiday Party, the HR department got quotes for a larger space for December 2023. Quotes were received and reviewed from:

- Embassy Suites / Murfreesboro at \$2,000 for space rental. Required a minimum \$15,000 catering line.
- The Mill at Lebanon / Lebanon at \$4,500 for space rental. Must use a preferred vendor on their list for catering. Additional fee of \$270 for tables and chairs.
- The View at Fountains / Murfreesboro at \$4,500 for space rental, with \$500 refundable. Additional fee of \$880 for tables and chairs.

Based on projection in attendance, 2023 will exceed last year's numbers, which makes the church venue too small to use. The venue in Lebanon is also close in proximity to the Annual Christmas Light Show at the fairgrounds. Additionally, staff agreed that Murfreesboro was a better location for the employee population

compared to Lebanon.

Financial Summary:

If this agreement is approved, the city would pay The View at Fountains \$4,500 for use of the space. \$500 is a security deposit refundable 30 days after the date of engagement. This fee does not include catering, it is for the venue only.

Staff Recommendation:

Staff recommends approval. The city attorney received and approved the agreement.



THE VIEW AT FOUNTAINS

CONFERENCE AND EVENT CENTER



THE VIEW AT FOUNTAINS

CONFERENCE AND EVENT CENTER

1500 Medical Center Parkway, Murfreesboro, Tennessee 37129 P: (615) 295-6773

Venue Rental Agreement

Event: La Vergne Holiday Party	Account: City of La Vergne
Date: Friday, December 15, 2023	Contact: Leah Presley
Time: 4:00 PM - 11:00 PM	Phone: 6155044548
Guests: 300	Email: lpresley@lavergnen.gov
Room Rental: \$4,000.00	Venue Management: Nina Graby
Location: The Terrace Room and The Banquet Room	Venue Contact Info: (615) 295-6773 / events@theviewatfountains.com

Estimated Billing

	Total
50% of Venue Rental due upon signing of contract	Pay Now \$2,000.00
Refundable Damage Deposit	Pay Now \$500.00
Remaining Balance (Due 10/15/2023)	Pay Now \$2,000.00
Total Amount Due	\$4,500.00

Pay Now



1500 Medical Center Parkway, Murfreesboro, Tennessee 37129 P: (615) 295-6773

Venue Rental Agreement

This agreement is made effective as of 4/4/2023, by and between THE VIEW AT FOUNTAINS, LLC, and City of La Vergne, the CLIENT (hereafter referred to as The Client).

The CLIENTS represent that they desire to hold a special event on Friday, December 15, 2023 at The View at Fountains.

The Client must understand and agree to The View at Fountains' guidelines, rules and regulations set forth by this contract. The Client further agrees that he/she will be held responsible for any damages sustained by The View at Fountains and its partners, and assigned, directly or indirectly resulting from this event. The Client understands that The View at Fountains reserves the right to make changes or amendments to rules and regulations set forth in this contract at any time without client's consent.

TERMS

1. Venue Rental Fees

The rental fee for Friday, December 15, 2023 is \$4,000.00. A down payment in the amount of 50% of the rental fee is due upon signing of this agreement. Also due with this down payment is a \$500 refundable damage deposit that will be returned within 30 days following the event assuming no damages occurred during the event. **This signed rental agreement and these payments will confirm the event date specified in this agreement.**

The remaining 50% balance of the rental fee is due 60 days prior to the event date. Payment can be made via check or any major credit card.

2. Rental Hours

Your event date is Friday, December 15, 2023 from 4:00 PM to 11:00 PM

3. Afterhours Add-ons:

Each additional hour: +\$250 (Latest available extension is midnight.)

4. Use of Property

Rental of The View at Fountains includes the use of the 4th floor event space. Surrounding grounds such as the Fountains pocket park and event lawn can also be utilized non-exclusively. The event space includes exclusive access to the Banquet Room, covered terrace, catering staging kitchen, and lobby area. Weekday events will have shared access to the lobby area during office hours.

5. Event Planner and Venue Staff

The View at Fountains staff does not coordinate any activities during an event nor is guaranteed to be present during an event. If The View at Fountains staff is available to be present, they are only present to ensure the general operations of the venue and premises run smoothly and that the venue and premises are inspected at the end of the event to ensure they have been left in a clean and orderly condition with no damage. The View at Fountains recommends that The Client obtain an event coordinator for the day of the event to aid in the various needs of the vendor and event guests, as well as to ensure the

coordination of ceremonies and activities during the event are organized and carried out as desired by The Client. **The event planner/coordinator must be the last to leave the premises after all clean-up and guest departure has been completed.**

6. Vendors

The View at Fountains requests that you choose from our list of preferred vendors, as these trusted vendors have familiarity with the venue and premises. These entities are some of the best in Murfreesboro and we highly recommend them. Although we prefer that you use our vendors, we will allow some flexibility. If you do not plan to utilize our preferred vendors, we ask that you provide us information about your vendors so that we may discuss with them the uniqueness of our venue. The Client is responsible for informing its vendors of the requirements and rules of The View at Fountains as well as ensuring that any applicable insurance requirements and business licenses are in place. All catering and bar tending vendors must be properly licensed and insured.

The Client must have a representative present for all event deliveries. The View at Fountains staff is not responsible for meeting rental companies or signing for any paperwork related to event deliveries.

7. Decorations and Design / Vendor Visits

Decorating can commence at 4:00 PM. If additional time is needed and the schedule permits it, the price will be adjusted to reflect additional rental time. Additional hours will be billed at \$250 per hour.

The following decorations are not permitted:

- Nails, tacks, staples or anything leaving a residue
- Fireworks, glitter, silly string, bubble machines, fog machines or small scattered items

To ensure the safety of all guests, candles must be contained in votives or glass enclosures with a base.

Anything hung from the ceiling (such as drapery or lighting) must be pre-approved and installed by an insured vendor at The Client's cost.

8. Required Meetings for Decoration and Design

The Client must schedule a coordination meeting to discuss decoration plans, assess catering needs, determine band/DJ placement, check electrical availability, etc. as well as perform a sound check with our AV technician if using the house system. These meetings must be scheduled appointments with the venue management.

9. Tables and Chairs

The venue rental price includes 150 black Chiavari chairs with cushions and 20 tables (size of your choice), as well as the set up and break down of these items. If The Client desires additional rental tables and chairs, The Client will be responsible for the cost of such additional items at the prices outlined below. The venue will be responsible for the setup and breakdown of additional rentals purchased. All other rental items must be delivered and picked up on the day of the event.

10. Additional rentals available at The View

(36) 5' round table - \$10 each
(14) 8' banquet table - \$10 each
(10) 6' banquet table - \$10 each
(16) 32" Cocktail/Bistro high top table - \$10 each
(300) Black Chiavari chair - \$4 each
(1) Business class podium - \$50
(4) Heat lamps for outdoor terrace - \$25 each
Mounted projector with screen and two wall-mounted tv monitors - \$250

11. Catering

The caterer may use the catering kitchen for prepping the food. No BBQ/grill may be used on the premises. Any cooking onsite will result in a \$250 fine. The caterer will need to provide their Certificate of Insurance to The View at Fountains. The Client is responsible to provide all caterers with a copy of the signed contract.

12. Music and Entertainment

All musicians, bands or DJs must provide and set up their own equipment. No musicians, bands or DJ's may use the venue equipment without specific prior approval. Amplified music should be maintained at a reasonable volume and is only allowed inside the building so as not to disturb the surrounding businesses. The View at Fountains reserves the right to request the volume be decreased, if necessary, so as to not violate any sound ordinance. Use of the sound system is included in any event package. An appointment must be scheduled two weeks in advance with our AV technician if using in house system.

13. Cleanup

The Client is responsible for the following at close of the event:

- Kitchen / Bar
 - Sweep and mop floors in kitchen and bar area (mop is in the janitorial closet, 1st door on the right in hallway)
 - Wipe down all countertops in kitchen and bar area
 - Wipe away any splatters on the kitchen backsplash (wall areas above counters)
 - Remove all refrigerated items brought in for event
 - Turn off warmer ovens (if used)
 - Take all trash to compactor in service area (trash map is located in kitchen area)
- The Banquet Room
 - Spot sweep and mop any spills in banquet area and on terrace
 - Remove all linens and other rented items from the space
 - Turn off all microphones
 - Turn off the projector (if used)
 - Turn off the sound booth (if used)
 - Turn off all lights in Banquet Room
 - Ensure all doors are shut in Banquet Room
- Terrace
 - Ensure all trash is picked up on Terrace
 - Turn off ceiling fan lights on Terrace (can lights are auto)
 - Turn off ceiling fans on Terrace
 - Turn off all heat lamps on Terrace (if used)
 - Ensure Terrace doors are locked

The Client agrees to remove all items at the end of the night that was brought in for this event. If The Client fails to do so, part of the deposit will be forfeited. The Client is ultimately responsible for ensuring premises are left in a clean and orderly condition and with no damage to the premises. The Client can arrange for the caterer or other persons to handle this. Food, alcohol, dishes or any personal items may not be left on the premises after the end of the event.

All trash (including food, bottles/cans and boxes) must be bagged in heavy duty bags (supplied by venue) at the end of the event and taken to the dumpster area located in the pocket park.

All cleanup must be completed by 11:00 PM unless purchasing the afterhours add-ons. Should cleaning and removal of all equipment extend past the contract end time, the additional hours will be billed at \$250 per hour.

14. Parking

Please tell your guest and vendors to park in the east parking lot near Edibles and Social Chair. All guests and vendors will enter through the main lobby doors and take the elevators to the 4th floor.

For the safety of all guests, the elevators will only be accessible by 4 digit code after the office building closes at 7pm. All guests will need this code to gain access into the building and venue – including vendors. We will post your code upstairs in the venue lobby above the elevator button. If no code is desired, The Client may request that the codes be disabled and the venue left open to the public.

15. Security

A security officer will be present during any wedding, quinceanera, and engagement event to see that all venue rules and regulations are followed and to ensure safety of all guests. This officer will be roaming the property and venue for the duration of the event. Any other event type may request a security presence for an added fee of \$250.

16. Smoking

For the safety of all guests, The View at Fountains is strictly smoke and vape free, and any smoking or vaping is strictly prohibited. Any person found to be smoking or vaping will be asked to stop immediately. Smoking/vaping materials are not allowed.

debris found inside the venue or on the adjacent outdoor terrace will result in a \$250 charge.

Any guest smoking must use the smoking patio located outside on the ground floor in the southwest corner of the building.

The View at Fountains is a drug free campus. If any evidence of drug use is found, authorities will be contacted immediately.

Vandalizing or defacing of property will result in arrest.

17. Miscellaneous Rules and Regulations

- **Children must remain in the venue, unless accompanied by an adult. Fountains at Gateway is a corporate office and retail development. Any children roaming the premises unaccompanied will result in loss of damage deposit and charges for any damages caused.**
- Pets are not allowed in the building.
- Alcoholic beverages must remain in the venue.
- Food must be served anytime alcohol is served.

18. Cancellation by The Client

Cancellation: In the event of a cancellation by The Client for any reason, the rental fee will remain non-refundable. If The View at Fountains is able to schedule another event on The Client's event date, 50% of the rental fee will be refunded to The Client, but The View shall retain 50% of the rental fee in order to cover the expense incurred in rescheduling the event.

Postponement: After the contract has been signed, The View will honor one change of date request at no additional charge. Each additional change of date request will result in a \$250 fee.

The Client may choose to purchase Event Cancellation/Postponement Insurance to protect against loss of the rental fee if canceling for any reason. Such insurance must be purchased before any cancellation request.

19. Cancellation by The View at Fountains

In the unusual circumstance The View at Fountains is forced to cancel an event due to uncontrollable events or unforeseen circumstances, including but not limited to, significant damage to the property, unsafe conditions/weather or forces of nature beyond its control, The Client will be notified as quickly as possible and shall receive an opportunity to reschedule the event to an available date. However, in any such case, The View at Fountains, its owners or staff, shall not be responsible for any other costs, expenses or liabilities incurred by The Client related to or in connection with the cancellation of the event. The View at Fountains will always adhere to all officially issued health and safety mandates and closures, but should The Client choose to cancel the event based on health recommendations, complications outside the View at Fountains' control (i.e. vendor cancellation or non-performance, travel complications, etc.), or personal concern, the cancellation policy in the previous section applies.

20. Insurance

1. **Event Liability Insurance.** The Client must obtain general liability insurance covering the day of the event in the minimum amount of \$1,000,000 any one occurrence in a form satisfactory to The View at Fountains.

If alcohol is being served at the event with no charge, Host Liquor Liability must be included at the limits denoted above. If alcohol is being served and a charge is being made for the alcohol, we will need to see proof of liquor liability coverage at the limits denoted above. A certificate of insurance naming The View at Fountains and Hearthstone Properties as an additional insured on the policy shall be provided to venue management within 60 days of the event.

Please note, event liability insurance is different from other event cancellation insurance that may cover The Client's costs and expenses related to cancellation of the event.

2. **Event Cancellation/Postponement Insurance.** In the event of a cancellation by The Client for any reason, the rental fee will remain non-refundable. If The View at Fountains is able to schedule another event on The Client's event date, 50% of the rental fee will be refunded to The Client, but The View shall retain 50% of the rental fee in order to cover the expense incurred in rescheduling the event. After the contract has been signed, The View will honor one change of date request at no additional charge. Each additional change of date request will result in a \$250 fee. The Client may choose to purchase Event Cancellation/Postponement Insurance to protect against loss of the rental fee if canceling for any reason. Such insurance must be purchased before any cancellation request.
3. **Vendor Insurance.** All catering and bartending vendors utilizing The View at Fountains must carry and maintain all licenses and insurance as may be required by law for that respective vendor reflecting \$1,000,000 any one occurrence

with a \$2,000,000 aggregate. A certificate of insurance naming The View at Fountains and Hearthstone Properties as an additional insured on the policy shall be provided to venue management within 60 days of the event.

4. **Beverage Service Vendors.** The Tennessee Alcoholic Beverage Commission requires persons serving alcohol to have a valid server permit. The View at Fountains will require proof of this required licensing. Alcohol may not be served to minors or anyone appearing to be intoxicated under any circumstance. The View at Fountains staff reserves the right to request unruly or intoxicated guests to be escorted from the premises. Although the View at Fountains allows beer, wine, and champagne to be served, hard liquor is not permitted under any circumstance. Food must be served anytime alcohol is served.

Notwithstanding the requirements for all catering and bartending vendors to maintain insurance as law may require, all vendors shall be required to hold harmless, indemnify and defend The View at Fountains, its owners and staff, from and against any and all liability, claim, costs or expense arising from or in connection with vendor's (and vendors' employees and agents) use of The View at Fountains' premises or equipment or in connection with or arising out of The Client's event in any way, including reasonable attorneys' fees and all costs incurred in the defense of any actual or alleged liability.

20. Additional Information

The View at Fountains is unable to assume responsibility for damage or loss of any merchandise or articles left on premise before, during or after your event.

The View at Fountains management team have the authority to contact law enforcement officials, if necessary, to protect the venue and personnel.

The View at Fountains will not be held liable for injuries or property damage/loss during this function, including, but not limited to: death, personal injury, property damage and any other incidents that may occur to any person(s) by use of the building and premises during the term of this agreement.

The term of the agreement begins when the first guest arrives on the property and concludes when the last person leaves the property.

21. Required Documents

The following documents are due two week prior to your event:

- Event logistics form with layout
- Day of event insurance
- Caterer's certificate of insurance (if not already on file)
- Bartender's ABC License

22. Release / Hold Harmless and Indemnification

The View at Fountains shall not be liable for any claim, loss, injury, damage or expense, either with respect to person or property, sustained by you, or by any of your employees, agents, invitees and guests due to your use of the facilities, or arising out of the use, operation or condition of any equipment, machines or appliances used in the facilities, or arising from any acts of negligence or the negligence of any employees, agents, invitees or guests of yours. It is agreed and understood that you hereby expressly release and discharge The View at Fountains and its owners, officers, employees and agents from any and all demands, claims and actions arising out of any such causes.

Moreover, it is agreed and understood that you shall defend, indemnify and hold harmless The View at Fountains and its officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, damages and expenses (including, without limitation, reasonable attorney's fees) or any cause or action occasioned by or arising out of any accident or other occurrence whatsoever causing or inflicting injury and/or damage to any person or property and/or occurring in, upon or about the facilities due directly or indirectly to your use of the facilities to the extent allowed by law. This obligation of yours to protect, indemnify and hold harmless The View at Fountains shall include the obligation to pay all reasonable expenses incurred by The View at Fountains in defending any of such claims, including reasonable attorney's fees, to the extent allowed by law.

22. Governing Law

This agreement shall be governed by Tennessee law, and, notwithstanding any provision to the contrary, this agreement is only enforceable against the Client (the City of La Vergne) to the extent permitted by Tennessee law.

Signature



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Contract to Audit Accounts with Blankenship CPA Group, PLLC for the Period Beginning July 1, 2022 and Ending June 30, 2023.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Audit Contract

Summary:

This is to approve the annual Audit Contract with Blankenship CPA Group, PLLC for the 2022-2023 Fiscal Year.

Background Information:

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

Financial Summary:

This year, the cost will be \$42,500.

Staff Recommendation:

Staff recommends approval.

CONTRACT TO AUDIT ACCOUNTS

OF

City of LaVergne

FROM July 01, 2022 TO June 30, 2023

This agreement made this 17th day of April 2023, by and between Blankenship CPA Group, PLLC, 917 Conference Drive, Goodlettsville, TN 37148, hereinafter referred to as the "auditor" and City of LaVergne, of 5093 Murfreesboro Road, LaVergne, TN 37086, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2022, and ending June 30, 2023 with the exceptions listed below:

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

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

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

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

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **10** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than December 31, 2023, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

Additional copies provided upon request

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

office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

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

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

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

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

10. (Special Provisions)

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

Fixed Contract Fee:

Audit \$41,500.00

Municipal Chart of Accounts Crosswalk \$1,000.00

Total Fixed Contract Fee \$42,500.00

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

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

SCHEDULE OF FEES AND/OR RATES:

The fixed auditor fee does not include costs relative to single audit, new construction costs, pension, and/or OPEB funds, grants or bond projects, new GASB implementations.

12. As the authorized representative of the firm, I do hereby affirm that:

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

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

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

Audit firm

Governmental Unit or Organization

By

By

Signature

Signature

Title/Position:

Title/Position:

E-mail address

E-mail address

Date:

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

DRAFT



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Amendment #23-2 to Contract #2326-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Amendment #23-2 to Contract #2326-17

Summary:

This is an amendment to the contract between the City and GNRC for the Senior Center.

Background Information:

This amendment removes each reference to "Wellsky Aging and Disability Database" and replaces it with "State Unit on Aging-approved database."

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # LaVergneSC-G	Edison ID	Contract # 2326-17	Amendment # 23-2
Grantee Legal Entity Name City of La Vergne - La Vergne Senior Center			
Grantee Entity Type Government			
Amendment Purpose & Effect(s) Remove reference to previous database			
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: 6/30/2023	
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 0.00
Funding —			
FY	State/Federal	Interdepartmental	Other
2023	\$35,872.50		
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
TOTAL:	\$35,872.50	\$ 0.00	\$ 0.00
			\$35,872.50

**AMENDMENT 23-2 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
CITY OF LA VERGNE - LA VERGNE SENIOR CENTER
TO CONTRACT 2326-17**

This Amendment is by and between the Greater Nashville Regional Council, a Tennessee governmental entity ("Agency"), and City of La Vergne - La Vergne Senior Center ("Grantee"). Reference is made to Contract 2326-17 with an Effective Date of July 1, 2022 for the provision of senior center services ("Contract"). In order to more fully accomplish the objectives of the Contract, the parties enter into this Amendment.

Grantee Entity Type: Government
Grantee FEIN: 62-0890630

Section D.2 of the July 1, 2022 contract allows written amendments to the Contract.

The Contract was previously amended by Amendment 23-1, with an Effective Date of November 1, 2022.

The Contract is amended as follows:

1. Each reference to "WellSky Aging and Disability Database" is stricken and replaced with "State Unit on Aging-approved database."

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective March 28, 2023 ("Effective Date"). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

AGREED:

CITY OF LA VERGNE - LA VERGNE SENIOR CENTER:

JASON COLE, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: Approve Grant Contract with the State of Tennessee, Department of the Military, Tennessee Emergency Management Agency for the Community Safe Room.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Grant Contract - TEMA - Community Safe Room

Summary:

This is the contract for the next phase of the Community Safe Room Project. This is for an interim portion until the construction phase of the project is approved by FEMA.

Background Information:

The city applied for and received a grant to build a community safe room, but it was awarded in two phases. One for design and one for construction. The first phase has been completed and all items required for the second phase were turned in for review and approval. Since that time FEMA has required the city to do additional work for archeological concerns. This contract should allow the city to submit for reimbursement for those costs. Once everything is approved by FEMA, the city should be able to move forward with the bidding and construction of the facility. We do not know when the approval will come.

Financial Summary:

The contract amount is for \$33,304.83.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 06/28/2022	End Date 06/23/2023	Agency Tracking # 34101-39623	Edison ID		
Grantee Legal Entity Name CITY OF LAVERGNE			Edison Vendor ID 1520		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 97.039 Grantee's fiscal year end June 30th			
Service Caption (one line only) HAZARD MITIGATION GRANT PROGRAM 4320-0010 #0426					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	4,757.83	28,547.00			33,304.83
TOTAL:	4,767.85	28,547.00			33,304.83
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection					
This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program establish by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a local government which follows the state and local procurement laws, and the federal government Code of Federal Regulations 2.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF LAVERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (TEMA), hereinafter referred to as the "State" or the "Grantor State Agency" and City of LaVergne, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for the property acquisition, demolition and return to green space project under the Hazard Mitigation Grant Program (HMGP) project 4320-0010, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application and time extension request received from City of La Vergne and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.
- A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to a Hazard Mitigation Grant Program (HMGP) Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.
- A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.
 - b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and
 - c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

A.6. In order to ensure this project has been completed in compliance with the approved SOW, the Grantee must submit to the Tennessee Emergency Management Agency (TEMA) at close-out:

- a. Certification from a licensed Professional Engineer or a Registered Architect, that the safe room and all items that contribute to the operation of the safe room have been constructed to meet or exceed FEMA Publication 361 for community safe rooms including but not limited to the foundation and safe room anchoring requirements, doors, windows, exterior above-ground generators and attendant fuel sources, electrical or passive ventilation, communication equipment, signage, steps, stairs, elevators, lifts, and eligible below ground electrical lines.
- b. Photographs of all sides of the constructed safe room.
- c. Documentation that demonstrates compliance with all environmental conditions.
- d. Documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- e. Latitude and longitude of the safe room with an accuracy of +/- 20 meters.
- f. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.
- g. A copy of the final Operations and Maintenance Plan.
- h. For community safe rooms designed for more than 50 occupants, documentation that a Peer Review was conducted in accordance with FEMA 361 Second Edition, Section 3.8.2 and 3.8.3 prior to construction of the safe room.

A.7. Mitigation Project Description:

Project Title: City of LaVergne Community Safe Room Project
FEMA ID 4320-0010
Project Location: City of LaVergne
Project Description: The City of LaVergne project is to construct a new concrete multi-purpose safe room constructed on city owned property that is located within a neighborhood that has one- and two-family residences and mobile homes. The proposed safe room will be multi-purpose and function as a senior center.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1 This Grant Contract shall be effective for the period beginning on June 28, 2022 ("Effective Date") and ending on June 23, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2 Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent

reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is June 28, 2022.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-three thousand, three hundred four dollars and 83/100 (\$33,304.83) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Hazard Mitigation Division
3041 Sidco Drive
Nashville, TN 37204

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written

approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Doug Worden
State Hazard Mitigation Manager
3041 Sidco Drive
Nashville, TN 37204
douglas.worden@tn.gov
Telephone #: (615) 741-1345
FAX #: (615) 242-4770

The Grantee:

Jason Cole, Mayor
City of LaVergne
5093 Murfreesboro Road
LaVergne, TN 37086
jcole@lavergetn.gov

Telephone #: (615) 308-3565
 FAX #: (615) 793-6025

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive

Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject

to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;

- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2 Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3 The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5 The Grantee agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.
- E.6 Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.7 Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.8 Procurement of Recovered Materials. The Grantee must comply with CFR 200.322 which has information pertaining to Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirement shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the grant contract performance schedule.
 - b. Meeting grant contract performance requirements; or
 - c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

E.9. Program Fraud and False or Fraudulent Statements or Related Acts. Grantees must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

E.10. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF LAVERGNE:

GRANTEE SIGNATURE

DATE

JASON COLE, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**WARNER A. ROSS, II, BRIGADIER GENERAL
THE ADJUTANT GENERAL, DEPARTMENT OF MILITARY**

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
CITY OF LAVERGNE HMGP-4320-0010				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 06/28/2022		END: 06/23/2023		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	33,304.83	4,757.82	38,062.65
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	33,304.83	4,757.82	38,062.65

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FEES	33,304.83
TOTAL	33,304.83

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	CITY OF LAVERGNE
Subrecipient's Unique Entity Identifier (SAM)	C989JJACBLZ6
Federal Award Identification Number (FAIN)	4320DRTNP0000005
Federal award date	07/14/2020
Subaward Period of Performance Start and End Date	06/28/2022-06/23/2023
Subaward Budget Period Start and End Date	06/28/2022-06/23/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.039 HAZARD MITIGATION GRANT PROGRAM
Grant contract's begin date	06/28/2022
Grant contract's end date	06/23/2023
Amount of federal funds obligated by this grant contract	28,547.00
Total amount of federal funds obligated to the subrecipient	28,547.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	28,547.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HMGP 4320
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Valerie Rhodes, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Building Atlanta, GA 30341
Name of pass-through entity	DEPT OF MILITARY, TEMA
Name and contact information for the pass-through entity awarding official	Doug Worden State Hazard Mitigation Manager 3041 Sidco Drive Nashville, TN 37204 douglas.worden@tn.gov Telephone #: (615) 741-1345 FAX #: (615) 242-4770
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: First Reading - **Ordinance #2023-10** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 23.2, Consisting of Approximately 5 Acres, Located at 252 Hollandale Road, From a R-1 (Low Density Residential) Zoning District to a R-2 (Medium Density Residential) Zoning District. (This received an unfavorable recommendation from the Planning Commission on March 28, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2023-10

Summary:

This is the first reading of an ordinance to rezone the property located at 252 Hollandale Road from R-1 to R-2.

Background Information:

The applicant has requested a zoning change to pursue the development of single family homes. There is no formal plan offered currently, but the applicant has offered a concept plan. The main zoning in the area is R-1 and R-2. The eastern side of Hollandale is exclusively R-1. The property that borders this site on the south is R-1 and to the north is R-1. There are many parcels across the street zoned R-2 (Medium Density Residential). This received an unfavorable recommendation at the March 28, 2023 Planning Commission meeting.

The original application that was submitted was to rezone the property to R-3, but the applicant changed the request to R-2 and the Planning Commission recommendation

was based on the request for R-2 zoning.

We had submitted an advertisement to the newspaper for a public hearing to be held prior to the meeting on May 2, 2023. Unfortunately, the ad was not published, so we cannot have the public hearing before 1st reading. We will reschedule the public hearing for the June 6, 2023 meeting.

Financial Summary:

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

Staff Recommendation:

Since the public hearing cannot be held at this time, Staff would recommend that this be deferred until the June 6, 2023 meeting so a public hearing can be held prior to the first reading of the ordinance.

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

ORDINANCE #2023-10

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 14, PARCEL 23.2, CONSISTING OF APPROXIMATELY 5 ACRES, LOCATED AT 252 HOLLANDALE ROAD, FROM A R-1 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT TO A R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on March 28, 2023, made an unfavorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 14, Parcel 23.2 from a R-1 (Low Density Residential) Zoning District to a R-2 (Medium Density Residential) Zoning District. This property consists of approximately 5 acres and is owned by Bola Gabriel, who submitted application #ZR-2023-01 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

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

REZONING REQUEST APPLICATION

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

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

Request No. **ZR-2023-01**

(Assigned by the City Recorder)

Date Submitted: 1/30/23

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

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

Name: BOLA GABRIEL Phone #: 615.563.8207

Business: _____ E-Mail: 615.569.4064

Address: 1031 CROSSFIELD DR. Best Way to Contact: Phone

City: Nolensville State: TN Zip: 37135 (Mail, E-Mail, Phone)

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
<u>014</u>	<u>023.20</u>	<u>R-1</u>	<u>R-3</u>	<u>5.003</u>	<u>BOLA GABRIEL</u>

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

Contact PersonPrint Name Bola GabrielAddress 252 Hollandale Road, La Vergne, TN Zip Code _____Daytime Phone 615-569-4067 Fax _____ E-mail Bola.gabriel90@gmail.com

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

Applicant (if other than owner)

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

Owner(s)Print Name Bola Gabriel Signature Bola GabrielAddress 1031 Crossfield Dr, Nolensville, TN Zip Code 37135Daytime Phone 615-569-4067Print Name Marian Griger Signature M. GrigerAddress 1031 Crossfield Dr, Nolensville, TN Zip Code 37135Daytime Phone 615-423-6781

Project Name: BOLA-252 HOLLANDALE REZONE

Project Address: 252 HOLLANDALE DR.

Existing Land Use: R-1

Proposed Land Use: R-3

Total Acreage of Project / Rezoning: 5.003

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

Applicant's Signature: _____ Date: _____

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

For Staff Use Only

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

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

Project Name: 252 Hollandale Rd.

Project Address: 252 Hollandale Rd.

Land Use Existing: Single Family Residential R-1

Land Use Proposed: Single Family Residential R-3

Existing Zoning District R-1

Tax Map(s) & Parcel Number(s): Tax Map 014 Parcel 023.20

Check one or more of the following:

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

*These requests require an additional application form.

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

Environmental Constraints on Site?

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

Engineer/Designer (if applicable) Print Name CIVIL DESIGN CONSULTANTS LLC

Address 8170 COLEY DAVIS RD. NASHVILLE TN Zip Code 37221

Daytime Phone 61-5638-8207 Fax _____ E-mail: JARED@CIVILCONSULTANTS.NET

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

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

Phone: 615-213-2624 Fax: 615-213-8692

Certification Statement

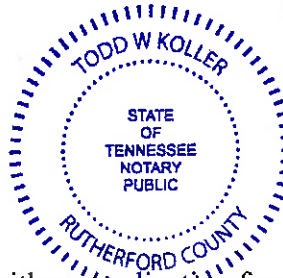
I hereby certify that Bola Gabriel & Mariam Giger is the owner of the property located at 252 Hollendale Road, La Vergne, TN, 37086 which is the subject of this application, and that I, _____, in my capacity as _____, am authorized to sign this application on behalf of the owner.

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

Bola Gabriel
Signature

1/30/23
Date

Bola Gabriel/Mariam Giger
Printed Name and Title

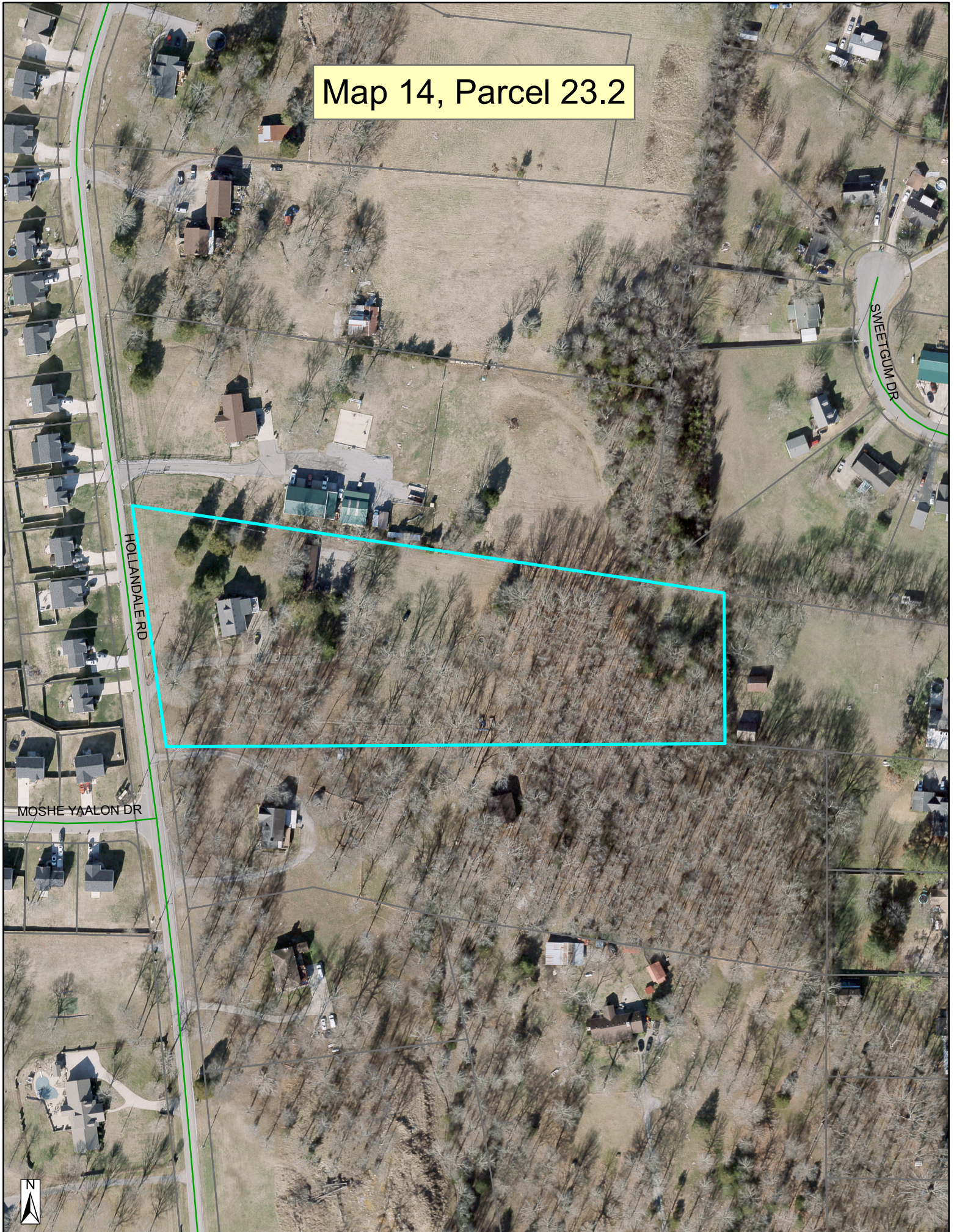


Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification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

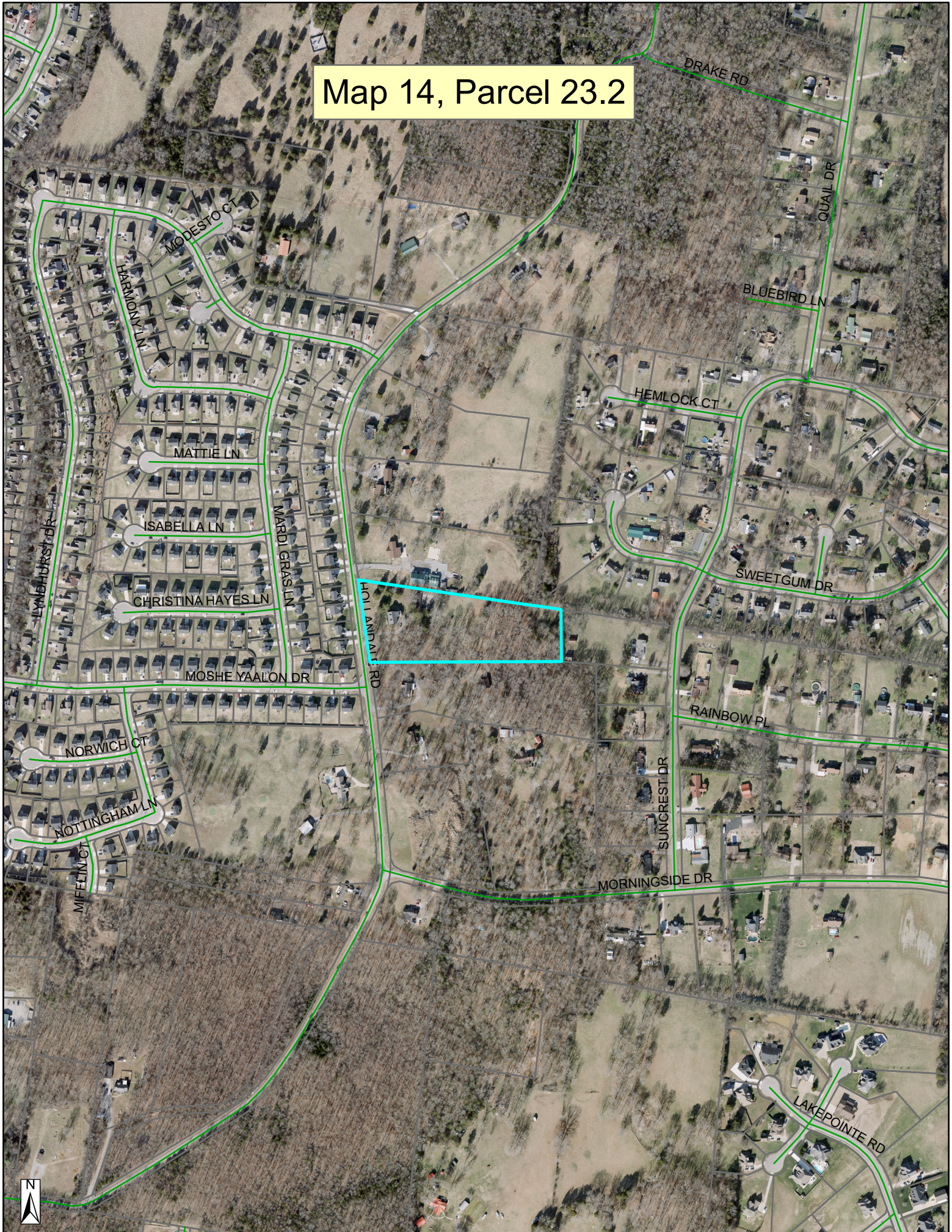
T-W-K
Notary Signature

1-30-23
Date

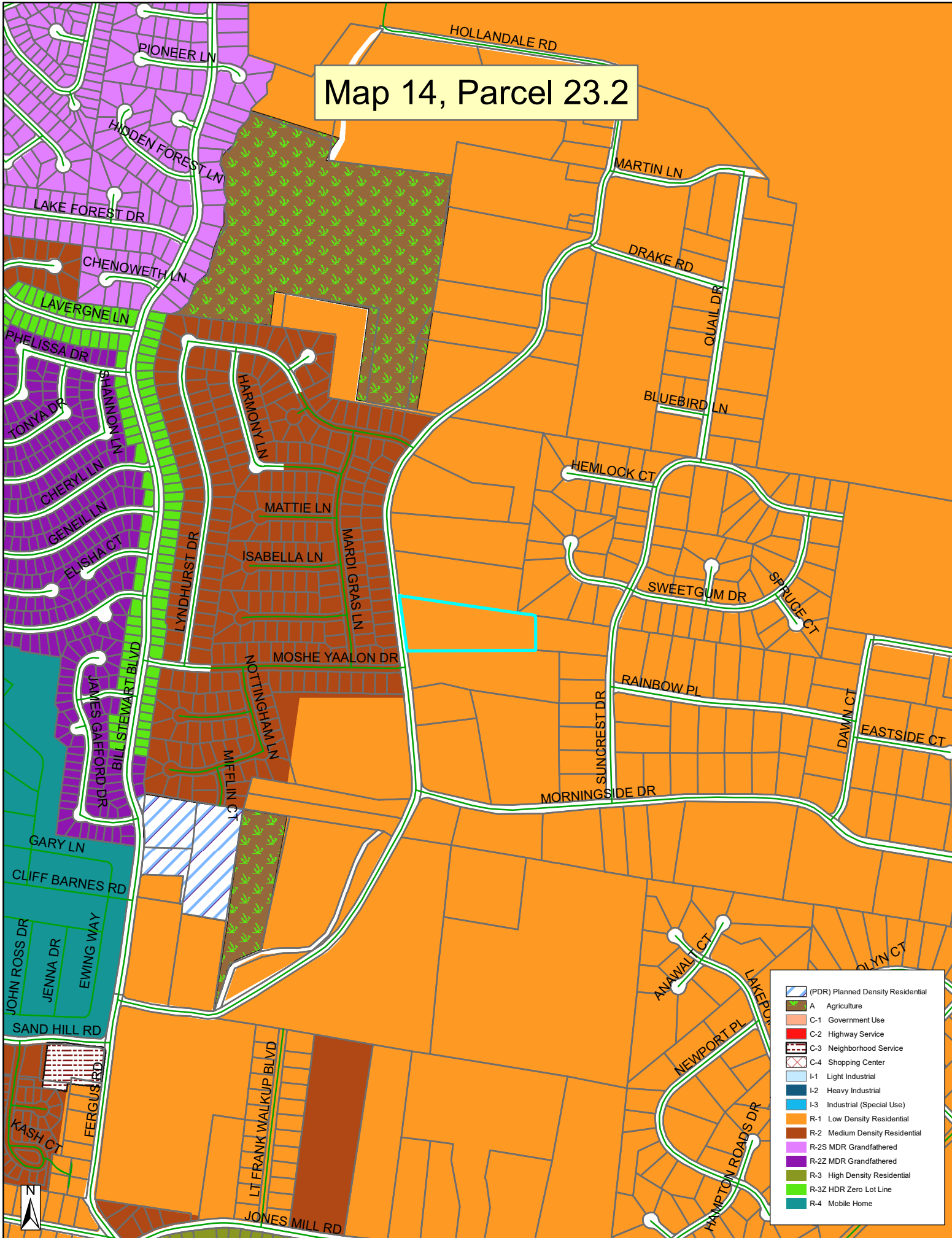
Map 14, Parcel 23.2



Map 14, Parcel 23.2



Map 14, Parcel 23.2



- (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





Property Description:

Property description provided by Civil Design Consultants, LLC

Being the property currently owned by Bola Gabriel and Mariam Girgus known as 252 Hollandale Road within the 2nd Civil District of Rutherford County TN. being more particularly described as follows:

Beginning at a steel pin in the East line of Hollandale Road, N-6°14'-W, 51.3 feet along said East line from the Northwest corner of the Harold Scott 1.04 acre tract; thence N-6°14'-W, 308.0 feet along said East line to a steel pin in Parker's South line; thence S-85°10'-E, 844.6 feet along said South line to a steel pin; thence S-00°06'-W, 223.5 feet along Rich's West line to a corner post; thence S-89°11'-W, 807.8 feet to the point of beginning and being an area of 5.003 acres.

Of record in Book 2264, Page 2670 RCRD. Currently zoned R-1.

SITE DATA TABLE

10 SINGLE FAMILY DETACHED LOTS PER THIS PLAN
1 EXISTING HOME AND 1 ACCESSORY
STRUCTURE TO REMAIN PER THIS PLAN

PROPERTY TO BE DEVELOPED IN A SINGLE PHASE
ALL SINGLE FAMILY DETACHED

This property currently does not lie within a special flood hazard
area per FEMA Panel(s) 47037C0425J eff. 2/25/2022 and
47149C0020J eff. 10/16/2008

LEGEND

X LOT NUMBER

MINIMUM BUILDING SETBACKS WILL BE CONSISTENT WITH R-2

ZONING:

FRONT 35
SIDE 10
REAR 20

JENKINS-DAVIS VERONIC L
BOOK 1645
PAGE 3988

EXISTING ZONING R-1

ELDER WILLIAM E ETUX
PATCIA T
BOOK 555
PAGE 143
EXISTING
ZONING R-1

ELDER WILLIAM E ETUX GLENDEL A
BOOK 655
PAGE 1457
EXISTING ZONING R-1

ZEKRY AHMED H
BOOK 220
PAGE 2699

EXISTING ZONING R-1

GAMBILL BARNET E ETUX JOYCE
BOOK 516
PAGE 522

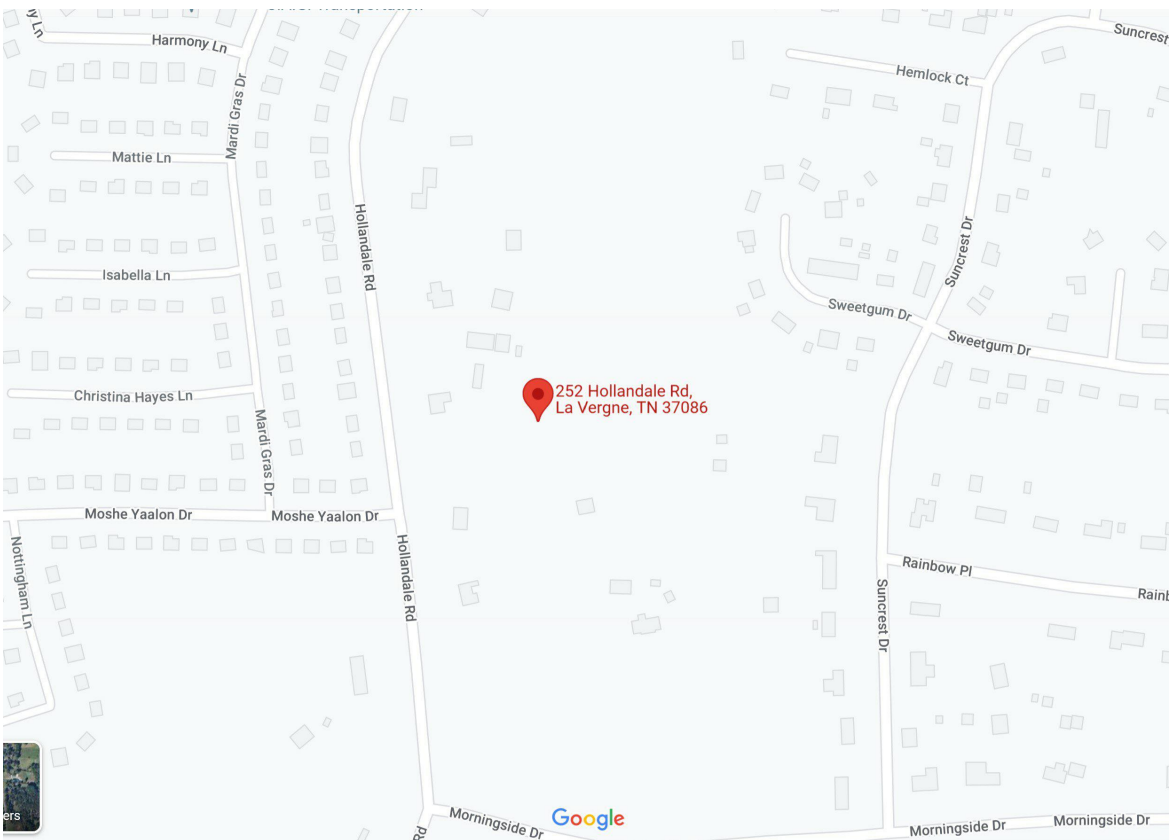
EXISTING ZONING R-1

This request to zone from R-1 to R-2 residential zoning is made based upon our expectation and desire to develop the property to a slightly more dense development than what is permitted within the current R-1 Zone.

The properties immediately adjacent to the property are zoned R-1 and also R-2 across from Hollandale Drive. The property and proposed development is gently rolling and conducive to the development of our proposed product. The overall traffic level of service will not change with our proposed density and adequate areas exists for appropriate screening and transitional areas. A public sewer extension will also be brought to our property to service the development aiding in infrastructure improvements for the city. Water service is available. A stormwater detention and water quality pond will be included in the design the property overall flows well.

Current property conditions are single family residential with all existing structures to remain on our proposed design. Adjoining property conditions are single family residential.

MINIMUM BUILDING SETBACKS WILL BE CONSISTENT WITH R-2
ZONING



LOCATION MAP - NOT TO SCALE

MAP PROVIDED BY GOOGLE

PRELIMINARY
NOT FOR
CONSTRUCTION

252 HOLLANDALE ROAD
SITE DEVELOPMENT PLAN
CITY OF LAVERGNE, RUTHERFORD COUNTY TENNESSEE
PROPOSED LAYOUT PLAN

REVISIONS

DESIGNED BY: J. GRAY

DRAWN BY: J. GRAY

APPROVED BY: J. GRAY

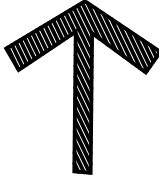
SCALE: AS NOTED

DATE: FEBRUARY 25, 2022

JOB NO. WK. ORDER
20-115 001

SHEET NO.

EX1



IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: First Reading - **Ordinance #2023-11** - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2023 Through June 30, 2024.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-11

Summary:

This is the ordinance to adopt the budget and set the tax rate for the next fiscal year.

Background Information:

This is the proposed version of the budget as discussed through the budget workshops. The proposed fee schedule is also attached to the ordinance. A paper copy of the line item budget has been provided for your review. If approved on first reading, we will have a public hearing on Tuesday, June 6, 2023 at 6:30 p.m. for this ordinance.

Financial Summary:

The proposed tax rate will remain as it was last year at \$0.5363 per \$100 of assessed value on real and personal property. The attached budget ordinance shows the revenues and expenditures for each fund.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-11

AN ORDINANCE OF THE CITY OF LA VERGNE, TENNESSEE, ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 THROUGH JUNE 30, 2024.

WHEREAS, *Tennessee Code Annotated* Title 90, Chapter 1, Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

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

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

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

SECTION 1. That the governing body estimates anticipated revenues of the municipality from all sources to be as follows:

General Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Local Taxes	\$26,537,704	\$26,269,212	\$26,627,900
Intergovernmental Revenue	5,560,996	4,290,735	4,523,864
Fines and Forfeitures	241,248	267,648	233,200
Other Sources/Transfers	-5,941,194	4,067,278	31,588,053
Total Revenue	\$26,398,754	\$34,894,873	\$62,973,017
Beginning Fund Balance	\$32,852,162	\$57,249,605	\$53,903,596
Total Available Funds	\$57,249,605	\$53,903,596	\$22,862,543

State Street Aid Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Intergovernmental Revenue	\$ 1,342,710	\$ 1,386,563	\$ 1,350,000
Transfer To/From Fund Balance	\$ (148,874)	\$ 606,218	\$ (51,112)
Miscellaneous Revenue/Transfers	\$ 11,050	\$ 22,614	\$ 200
Total Revenue	\$ 1,204,886	\$ 2,015,395	\$ 1,299,088
Beginning Fund Balance	\$ 1,998,194	\$ 2,147,068	\$ 1,540,850
Total Available Funds	\$ 2,147,068	\$ 1,540,850	\$ 1,591,962

Senior Citizen's Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
State of Tennessee	\$ 32,635	\$ 26,280	\$ 26,800
Rutherford County	\$ 46,200	\$ 46,200	\$ 46,200
Other Sources/Transfers	\$ 108,046	\$ 170,756	\$ 194,588
Total Revenue	\$ 186,881	\$ 243,236	\$ 267,588
Beginning Fund Balance	\$ 158,394	\$ 171,907	\$ 167,124
Total Available Funds	\$ 171,907	\$ 167,124	\$ 153,449

Drug Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Court Fines and Costs	\$ 24,832	\$ 25,742	\$ 20,000
Forfeits/Misc	\$ 156,770	\$ 65,743	\$ 60,230
Other Sources/Tranfers	\$ (140,365)	\$ (22,271)	\$ (2,130)
Total Revenue	\$ 41,237	\$ 69,214	\$ 78,100
Beginning Fund Balance	\$ 186,567	\$ 326,932	\$ 349,203
Total Available Funds	\$ 326,932	\$ 349,203	\$ 351,333

Equitable Sharing Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Federal Government	\$ 115,698	\$ 296,197	\$ 30,000
Other Sources	\$ 50	\$ 51	\$ 50
Transfer To/From Fund Balance	\$ (112,225)	\$ (290,229)	\$ (20,020)
Total Revenue	\$ 3,523	\$ 6,019	\$ 10,030
Beginning Fund Balance	\$ 479,291	\$ 591,516	\$ 881,745
Total Available Funds	\$ 591,516	\$ 881,745	\$ 901,765

Stormwater Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Fees	\$ 1,363,605	\$ 1,381,859	\$ 1,360,000
Other Sources/Transfers	\$ 279,875	\$ 125,961	\$ 4,597,666
Total Revenue	\$ 1,643,480	\$ 1,507,820	\$ 5,957,666
Beginning Fund Balance	\$ 4,848,330	\$ 4,622,558	\$ 5,444,865
Total Available Funds	\$ 4,622,558	\$ 5,444,865	\$ 867,649

Parks & Recreation Capital Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Impact Fees	\$ 179,559	\$ 97,799	\$ 75,000
Other Sources	\$ 50	\$ 205,051	\$ 274,682
Transfer To/From Fund Balance	\$ (13,395)	\$ (112,836)	\$ 177,743
Total Revenue	\$ 166,214	\$ 190,014	\$ 527,425
Beginning Fund Balance	\$ 445,696	\$ 459,091	\$ 571,927
Total Available Funds	\$ 459,091	\$ 571,927	\$ 394,184

Streets Capital Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Impact Fees	\$ 1,572,875	\$ 726,003	\$ 500,000
Transfer To/From Fund Balance	\$ (64,562)	\$ 181,919	\$ 2,754,118
Other Sources	\$ 80,916	\$ 43,954	\$ 6,392,934
Total Revenue	\$ 1,589,229	\$ 951,876	\$ 9,647,052
Beginning Fund Balance	\$ 3,227,476	\$ 3,292,038	\$ 3,110,119
Total Available Funds	\$ 3,292,038	\$ 3,110,119	\$ 356,001

Police Impact Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Impact Fees	\$ 238,644	\$ 130,506	\$ 100,000
Other Sources	\$ 42	\$ 59	\$ 40
Transfer To/From Fund Balance	\$ (124,361)	\$ (130,253)	\$ (99,640)
Total Revenue	\$ 114,325	\$ 312	\$ 400
Beginning Fund Balance	\$ 400,847	\$ 525,208	\$ 655,461
Total Available Funds	\$ 525,208	\$ 655,461	\$ 755,101

Fire Impact Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Impact Fees	\$ 100,022	\$ 69,139	\$ 50,000
Other Sources	\$ -	\$ -	\$ 67,850
Transfer To/From Fund Balance	\$ (99,780)	\$ (52,335)	\$ (9,750)
Total Revenue	\$ 242	\$ 16,804	\$ 108,100
Beginning Fund Balance	\$ 38,879	\$ 138,659	\$ 190,994
Total Available Funds	\$ 138,659	\$ 190,994	\$ 200,744
Water & Sewer Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Water & Sewer Operating Revenues	\$ 14,244,267	\$ 20,531,785	\$ 12,991,100
Water & Sewer Non-Operating Revenues	\$ 1,064,342	\$ 494,083	\$ 530,000
Transfer To/From Fund Balance	\$ (2,679,936)	\$ (8,132,336)	\$ 17,605,540
Total Revenue	\$ 12,628,673	\$ 12,893,532	\$ 31,126,640
Beginning Cash Balance	\$ 27,352,115	\$ 30,377,826	\$ 34,568,161
Total Available Funds	\$ 30,377,826	\$ 34,568,161	\$ 11,251,122

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
General Government (other)	\$ 6,158,027	\$ 9,204,349	\$ 25,971,296
Public Safety	\$ 15,487,968	\$ 20,231,345	\$ 30,822,862
Public Works	\$ 1,413,739	\$ 1,517,146	\$ 2,033,362
Parks and Recreation	\$ 1,363,959	\$ 1,629,675	\$ 1,842,141
Debt Service	\$ 1,975,062	\$ 2,312,356	\$ 2,303,356
Total Appropriations	\$ 26,398,755	\$ 34,894,871	\$ 62,973,017

State Street Aid Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Streets	\$ 1,204,866	\$ 2,015,395	\$ 1,299,088
Total Appropriations	\$ 1,204,866	\$ 2,015,395	\$ 1,299,088

Senior Citizen's Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Salaries	\$ 113,931	\$ 161,151	\$ 174,538
Other Costs	\$ 72,949	\$ 82,085	\$ 93,050
Total Appropriations	\$ 186,880	\$ 243,236	\$ 267,588

Drug Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Other Costs	\$ 41,237	\$ 69,214	\$ 78,100
Total Appropriations	\$ 41,237	\$ 69,214	\$ 78,100

Equitable Sharing Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Other Costs	\$ 3,523	\$ 6,019	\$ 10,030
Total Appropriations	\$ 3,523	\$ 6,019	\$ 10,030

Stormwater Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Salaries	\$ 371,869	\$ 413,204	\$ 453,938
Other Costs	\$ 1,271,611	\$ 1,094,616	\$ 5,503,728
Total Appropriations	\$ 1,643,480	\$ 1,507,820	\$ 5,957,666

Parks & Recreation Capital Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Capital Outlay	\$ 165,546	\$ 189,452	\$ 526,725
Debt Service	\$ 668	\$ 562	\$ 700
Total Appropriations	\$ 166,214	\$ 190,014	\$ 527,425

Streets Capital Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Capital Outlay	\$ 1,588,481	\$ 951,263	\$ 9,646,252
Other	\$ 747	\$ 613	\$ 800
Total Appropriations	\$ 1,589,228	\$ 951,876	\$ 9,647,052

Police Impact Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Capital Outlay	\$ 113,958	\$ -	\$ -
Other	\$ 367	\$ 312	\$ 400
Total Appropriations	\$ 114,325	\$ 312	\$ 400

Fire Impact Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Capital Outlay	\$ -	\$ -	\$ 107,800
Other	\$ 242	\$ 16,804	\$ 300
Total Appropriations	\$ 242	\$ 16,804	\$ 108,100

Water & Sewer Fund	FY 2021-22 Actual	FY 2022-23 Estimated	FY 2023-24 Proposed
Water Treatment Plant	\$ 2,989,535	\$ 2,996,080	\$ 4,011,805
Sewer Maintenance	\$ 5,793,368	\$ 5,358,565	\$ 6,235,636
Water Maintenance	\$ 2,668,388	\$ 3,307,110	\$ 19,387,401
Water Billing	\$ 743,261	\$ 792,811	\$ 890,798
Non-Operating Expenses	\$ 434,120	\$ 438,966	\$ 601,000
Total Appropriations	\$ 12,628,672	\$ 12,893,532	\$ 31,126,640

SECTION 3: At the end of the current fiscal year the governing body estimates balances / deficits as follows:

General Fund	\$ 53,903,596
State Street Aid Fund	\$ 1,540,850
Senior Citizens Fund	\$ 167,124
Drug Fund	\$ 349,203
Equitable Sharing Fund	\$ 881,745
Stormwater Fund	\$ 5,444,865
Parks & Recreation Capital Fund	\$ 571,927
Streets Capital Fund	\$ 3,110,119
Police Impact Fund	\$ 655,461
Fire Impact Fund	\$ 190,994
Water & Sewer Fund	\$ 34,568,161

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Redemption	Interest Requirements	Debt Authorized and Unissued	Condition of Sinking Fund
Bonds	\$ 2,920,000	\$ 883,216		

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
Water and Sewer	\$22,125,000	
Roads and Parks	\$10,174,477	\$0

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

SECTION 7: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, Tennessee Code Annotated will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with the Section 6-56-210, Tennessee Code Annotated provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of the Division Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10: There is hereby levied a property tax of \$0.5363 per \$100 of assessed value on real and personal property.

SECTION 11: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 12: The City of La Vergne Fee Schedule for Fiscal Year 2023-2024, which shall be attached to and made a part of this ordinance as though copied herein, is hereby adopted.

SECTION 13: This ordinance shall take effect on July 1, 2023, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading:

Jason Cole, Mayor

Public Hearing:

ATTEST:

2nd Reading:

Bruce E. Richardson, City Administrator

Published in the Murfreesboro Post on _____.

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>2021 - 2022</u>	<u>LMC / Ordinance Reference</u>
City Recorder				
• Beer Sales				
* Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-307
* Beer Privilege Tax (Annual)	\$100	\$100	\$100	LMC 8-319
* Civil penalty in lieu of suspension (each offense of making or permitting to be made any sales to minors, or for any other offense)	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	LMC 8-320
* Special Event Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-324
• Filing of Ethics Complaint	\$200	\$200	\$200	LMC 4-612 / Resolution #2007-07
• Packaged Liquor Stores				
* Certificate of Compliance Application	\$250	\$250	\$250	LMC 8-104
* Inspection Fee	max allowed by TCA	max allowed by TCA	max allowed by TCA	LMC 8-113
* Inspection Fee Penalty	10% of inspection fee due	10% of inspection fee due	10% of inspection fee due	LMC 8-113
* Violations of LMC Title 8 Chapter 1	\$50	\$50	\$50	LMC 8-116
• Liquor - Hotels, Restaurants, Etc. (Liquor-By-The-Drink)				
* Privilege Tax (Selling alcoholic beverages for consumption on the premises)				
- Caterers (including any restaurant or hotel that engages in the business of selling alcoholic beverages for consumption at locations other than the licensed premises)	\$500	\$500	\$500	LMC 8-204
- Community Theater	\$300	\$300	\$300	LMC 8-204
- Convention Center	\$500	\$500	\$500	LMC 8-204
- Hotel and Motel	\$1,000	\$1,000	\$1,000	LMC 8-204
- Limited service restaurant, based on gross sales of prepared food				
• At least 30% but not more than 50% gross sales	\$2,000	\$2,000	\$2,000	LMC 8-204
• At least 20% but not more than 30% gross sales	\$3,000	\$3,000	\$3,000	LMC 8-204
• At least 15% but not more than 20% gross sales	\$4,000	\$4,000	\$4,000	LMC 8-204
• 0% but not more than 15% gross sales	\$5,000	\$5,000	\$5,000	LMC 8-204
- Private Club	\$300	\$300	\$300	LMC 8-204
- Restaurant, according to seating capacity on licensed premises				
• 40 through 74 seats	\$650	\$650	\$650	LMC 8-204
• 75 through 125 seats	\$750	\$750	\$750	LMC 8-204
• 126 through 175 seats	\$925	\$925	\$925	LMC 8-204
• 176 through 225 seats	\$975	\$975	\$975	LMC 8-204
• 226 through 275 seats	\$1,100	\$1,100	\$1,100	LMC 8-204
• 276 seats and over	\$1,200	\$1,200	\$1,200	LMC 8-204
- Theater	\$300	\$300	\$300	LMC 8-204
- Wine-only Restaurant, according to seating capacity on licensed premises				
• 40 through 125 seats	\$120	\$120	\$120	LMC 8-204
• 126 through 175 seats	\$150	\$150	\$150	LMC 8-204
• 176 through 225 seats	\$160	\$160	\$160	LMC 8-204
• 226 through 275 seats	\$180	\$180	\$180	LMC 8-204
• 276 seats and over	\$200	\$200	\$200	LMC 8-204
* Delinquent Privilege Tax - Interest	1.5% per month until paid	1.5% per month until paid	1.5% per month until paid	LMC 8-204(4)
• Public Records Request				
* Copy onto CD or DVD	\$1	\$1	\$1	LMC 20-407
* Electronic	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	LMC 20-407
* Inspection Only	No charge	No charge	No charge	LMC 20-407
* Outside Vendor Used	costs assessed by vendor	costs assessed by vendor	costs assessed by vendor	LMC 20-407
* Large Scale Maps, Plats, Aerial Photos and Drawings	\$2 per square foot	\$2 per square foot	\$2 per square foot	LMC 20-407
* Paper Copy				
• Black and White Copies (letter and legal size)	\$0.15 per page	\$0.15 per page	\$0.15 per page	LMC 20-407
• Color Copies (letter and legal size)	\$0.50 per page	\$0.50 per page	\$0.50 per page	LMC 20-407
* Payment in Advance is Required for Public Records Requests	when costs exceeds \$50	when costs exceeds \$50	when costs exceeds \$50	
• Transient Vendor Permit Application	\$50	\$50	\$50	LMC 9-104(2)
• Solicitation Commercial Permit Application	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	LMC 9-1007
* Solicitation Commercial Permit Renewal	\$100 (non-refundable)	\$100 (non-refundable)	\$100 (non-refundable)	LMC 9-1009
* Solicitor ID Badge Application	\$75 per person	\$75 per person	\$75 per person	LMC 9-1007
* Solicitor ID Badge Renewal	\$75 per person	\$75 per person	\$75 per person	LMC 9-1009
* Solicitation Permit Violation	not more than \$50 per offense	not more than \$50 per offense	not more than \$50 per offense	LMC 9-1023
• Storm Water Variance Application	\$100	\$100	\$100	

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024		2022 - 2023		2021 - 2022		LMC / Ordinance Reference
Codes Department							
* Impact Fees							
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$62	\$62	\$62	\$62	\$62	\$62	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$62	\$62	\$62	\$62	\$62	\$62	Ord. #2020-18
- Hospital (per 1,000 sf)	\$62	\$62	\$62	\$62	\$62	\$62	Ord. #2020-18
- Industrial (per 1,000) sf	\$43	\$43	\$43	\$43	\$43	\$43	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
- Mobile Home Park (per Pad)	\$189	\$189	\$189	\$189	\$189	\$189	Ord. #2020-18
- Multi-Family (per Dwelling)	\$157	\$157	\$157	\$157	\$157	\$157	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$62	\$62	\$62	\$62	\$62	\$62	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$100	\$100	\$100	\$100	\$100	\$100	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$62	\$62	\$62	\$62	\$62	\$62	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$104	\$104	\$104	\$104	\$104	\$104	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$208	\$208	\$208	\$208	\$208	\$208	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Mobile Home Park (per Pad)	\$1,163	\$1,163	\$1,163	\$582	\$1,163	\$582	Ord. #2020-18
- Multi-Family (per Dwelling)	\$959	\$959	\$959	\$480	\$959	\$480	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$1,278	\$1,278	\$1,278	\$639	\$1,278	\$639	Ord. #2020-18
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$162	\$162	\$162	\$162	\$162	\$162	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$162	\$162	\$162	\$162	\$162	\$162	Ord. #2020-18
- Hospital (per 1,000 sf)	\$162	\$162	\$162	\$162	\$162	\$162	Ord. #2020-18
- Industrial (per 1,000) sf	\$114	\$114	\$114	\$114	\$114	\$114	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$48	\$48	\$48	\$48	\$48	\$48	Ord. #2020-18
- Mobile Home Park (per Pad)	\$497	\$497	\$497	\$497	\$497	\$497	Ord. #2020-18
- Multi-Family (per Dwelling)	\$412	\$412	\$412	\$412	\$412	\$412	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$162	\$162	\$162	\$162	\$162	\$162	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$264	\$264	\$264	\$264	\$264	\$264	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$162	\$162	\$162	\$162	\$162	\$162	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$273	\$273	\$273	\$273	\$273	\$273	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$548	\$548	\$548	\$548	\$548	\$548	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$48	\$48	\$48	\$48	\$48	\$48	Ord. #2020-18
* Road Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$4,514	\$4,514	\$4,514	\$2,257	\$4,514	\$2,257	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$1,700	\$1,700	\$1,700	\$850	\$1,700	\$850	Ord. #2020-18
- Hospital (per 1,000 sf)	\$4,237	\$4,237	\$4,237	\$2,119	\$4,237	\$2,119	Ord. #2020-18
- Industrial (per 1,000) sf	\$2,061	\$2,061	\$2,061	\$1,031	\$2,061	\$1,031	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$920	\$920	\$920	\$460	\$920	\$460	Ord. #2020-18
- Mobile Home Park (per Pad)	\$2,461	\$2,461	\$2,461	\$1,231	\$2,461	\$1,231	Ord. #2020-18
- Multi-Family (per Dwelling)	\$3,602	\$3,602	\$3,602	\$1,801	\$3,602	\$1,801	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$2,585	\$2,585	\$2,585	\$1,293	\$2,585	\$1,293	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$5,474	\$5,474	\$5,474	\$2,737	\$5,474	\$2,737	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$2,744	\$2,744	\$2,744	\$1,372	\$2,744	\$1,372	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$7,255	\$7,255	\$7,255	\$3,628	\$7,255	\$3,628	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$4,646	\$4,646	\$4,646	\$2,323	\$4,646	\$2,323	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$1,065	\$1,065	\$1,065	\$533	\$1,065	\$533	Ord. #2020-18
* Miscellaneous							
* Application fee for the construction of cellular antenna towers for cellular telecommunications services or personal	\$1,000		\$1,000		\$1,000		Zoning Ordinance 4.120(B)
* Construction Board of Adjustments and Appeals Application (non-refundable)	\$100		\$100		\$100		LMC 12-1305
* Permits							
* Blasting Permits	\$100		\$100		\$100		LMC 7-403
* Building Permits							
- Building Permit Extension or Renewal							
• All other	\$150		\$150		\$150		
• Industrial	\$300		\$300		\$300		
• Residential/Multifamily	\$55		\$55		\$55		
- Complete Building or Build Out							
• All other	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Industrial	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Residential/Multifamily	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
* Deck Permit	\$50		\$50		\$50		LMC 12-103
* Demolition Permit	\$100		\$100		\$100		LMC 12-103

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
* Driveway Permit	\$60	\$60	\$60	LMC 16-302
* Fence Permit	\$60	\$60	\$60	LMC 12-103
* House Moving Permit	\$200	\$200	\$200	LMC 12-103
* Mechanical				
- Residential				
• Single Family Dwelling	\$40	\$40	\$40	LMC 12-503
• Multi-Family Dwelling	\$40	\$40	\$40	LMC 12-503
- Commercial and Industrial (base fee)	\$10	\$10	\$10	LMC 12-503
* Additional fees				
• Fee for inspecting heating, ventilating, ductwork, air conditioning and refrigeration systems	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
• Fee for inspecting repairs, alterations and additions to an existing system	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
• Fee for inspecting boilers (based upon BTU input)				
33,000 BTU to 165,000 BTU	\$5	\$5	\$5	LMC 12-503
165,001 BTU to 300,000BTU	\$10	\$10	\$10	LMC 12-503
300,001 BTU to 1,165,000 BTU	\$15	\$15	\$15	LMC 12-503
1,165,001 BTU to 3,300,000 BTU	\$25	\$25	\$25	LMC 12-503
Over 3,300,000 BTU	\$35	\$35	\$35	LMC 12-503
* Plumbing				
- Commercial/Industrial (base fee)	\$100	\$100	\$100	LMC 12-203
- Plus the following when provided (in addition to base fee)				
• For each plumbing fixture, floor drain or trap (including water and drainage piping)	\$3	\$3	\$3	LMC 12-203
• For each house sewer	\$5	\$5	\$5	LMC 12-203
• For each house sewer being replaced or repaired	\$5	\$5	\$5	LMC 12-203
• For each cesspool	\$5	\$5	\$5	LMC 12-203
• For each septic tank or drain field	\$10	\$10	\$10	LMC 12-203
• For each water heater and/or vent	\$2.50	\$2.50	\$2.50	LMC 12-203
• For installation, alteration, or repair of water piping and/or water treating equipment	\$5	\$5	\$5	LMC 12-203
• For repair or alteration of drainage or vent piping	\$5	\$5	\$5	LMC 12-203
• For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served				
• One to five	\$2.50	\$2.50	\$2.50	LMC 12-203
• Over five, each	\$1.50	\$1.50	\$1.50	LMC 12-203
- Residential (base fee)				
• 1 1/2 bath	\$75	\$75	\$75	LMC 12-203
• 2 bath	\$85	\$85	\$85	LMC 12-203
• 2 1/2 bath	\$90	\$90	\$90	LMC 12-203
• 3 bath	\$95	\$95	\$95	LMC 12-203
• 3 1/2 bath	\$105	\$105	\$105	LMC 12-203
• 4 bath	\$115	\$115	\$115	LMC 12-203
• 4 1/2 bath	\$125	\$125	\$125	LMC 12-203
• 5 bath	\$135	\$135	\$135	LMC 12-203
* Mobile Food Service Permit				
• Application Fee	\$100	\$100	\$100	LMC 9-905
• Enforcement Fine	\$50	\$50	\$50	LMC 9-905
• Permit Reinstatement Fee	\$50	\$50	\$50	LMC 9-905
• Reapplication Fee After Revocation of Permit	\$50	\$50	\$50	LMC 9-905
* Sign Permit	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Temporary)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Relocation or Moving)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Swimming Pool Permit	\$50	\$50	\$50	LMC 12-103
* Temporary Use	\$50	\$50	\$50	Zoning Ordinance 8.040
* Temporary Use for a Fireworks Tent	\$500	\$500	\$500	LMC 7-604 / Zoning Ordinance 8.040
• Plan Review				
* Complete building or build out	\$0.18/sf	\$0.18/sf	\$0.18/sf	LMC 12-103
* Shell	\$0.09/sf	\$0.09/sf	\$0.09/sf	LMC 12-103

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
Court Fines and Fees				
• Fees				
* Court Administration				
- Appearance Bond	\$60	\$60	\$60	LMC 3-501
- Appeal Bond	\$250	\$250	\$250	LMC 3-502
- City Litigation Tax	\$13.75	\$13.75	\$13.75	LMC 3-310
- Contempt of Court	\$50	\$50	\$50	LMC 3-307
- Court Costs	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	LMC 3-306
- Electronic Traffic Citation Fee	\$5	\$5	\$5	LMC 3-312 / TCA 55-1-207(e)
* Distribution of Fee (Internally)				
◦ Retained by the Court Clerk	\$1	\$1	\$1	LMC 3-312 / TCA 55-1-207(e)
◦ Transmitted Monthly to the Police Department	\$4	\$4	\$4	LMC 3-312 / TCA 55-1-207(e)
* Sunset provision	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	LMC 3-312 / TCA 55-1-207(e)
- Issuing subpoena	\$20	\$20	\$20	LMC 3-602
- Obtaining a city warrant	\$30	\$30	\$30	LMC 3-602
- Second and consecutive continuances	\$10	\$10	\$10	LMC 3-602
- Service charge for non-criminal fingerprinting	\$5	\$5	\$5	LMC 3-602
- Storage:				
* All vehicles up to 1 ton capacity per day	\$10	\$10	\$10	LMC 3-602
* Vehicles over 1 ton capacity per day	\$25	\$25	\$25	LMC 3-602
* Items in evidence room per day	\$7	\$7	\$7	LMC 3-602
- Traffic School	\$50	\$50	\$50	LMC 3-602
• Fines				
- All other violations	Up to \$50 per offense	\$10	\$10	LMC 3-601
- Animal Control-Running at Large	\$50	\$5	\$5	LMC 3-601, 10-101, 10-203
- Anti-Noise Regulation	\$50	\$5	\$5	LMC 3-601, 11-202
- Careless Driving	\$50	\$50	\$50	LMC 3-601, 15-103
- Child Restraint Devices	\$50	\$50	\$50	LMC 3-601, TCA 55-9-602
- Commercial License Required	\$50			LMC 15-801, TCA 55-50-404
- Discharge of Firearm Within City Limits	\$50			LMC 11-403
- Disregard Traffic Sign	\$50	\$5	\$5	LMC 3-601, TCA 55-8-109
- Disregard Traffic Signal	\$50			LMC 3-601, TCA 55-8-110
- Disturbing the Peace	\$50			LMC 11-201
- Driver License - Address Change Required - 10 days	\$25			TCA 55-50-333
- Driver License - Driving without License	\$50			TCA 55-50-301
- Driver License - Expired	\$50			TCA 55-50-337
- Driver License - Not in Possession	\$25			TCA 55-50-351
- Driver License - TN DL Required after 30 Days	\$25			TCA 55-4-120
- Driver License - Wrong/Improper Type for Vehicle	\$50			TCA 55-50-331
- Failure to Dim Headlights	\$25			TCA 55-9-407
- Failure to Give Proper Signal	\$25	\$5	\$5	LMC 3-601, TCA 55-8-143
- Failure to Use Headlights (Dark/Rain/Fog)	\$25	\$5	\$5	LMC 3-601, TCA 55-9-406
- Failure to Yield	\$50	\$5	\$5	LMC 3-601, TCA 55-5-128 or 130
- Failure to Yield to Emergency Vehicle	\$50			TCA 55-8-132
- Financial Responsibility	\$50	\$50	\$50	LMC 3-601, 15-1002, TCA 55-12-139
- Following Too Closely	\$50			TCA 55-8-124
- Glaring or Dazzling Lights	\$25			TCA 55-9-407
- High occupancy vehicle lane violation	Fine shall not exceed \$50, nor more than \$10 in court	Fine shall not exceed \$50, nor more than \$10 in court	Fine shall not exceed \$50, nor more than \$10 in court	LMC 3-601
- Improper Passing	\$50			TCA 55-8-117
- Improper Passing - School, Youth, Church Bus Loading/Unloading	\$50			TCA 55-8-151
- Interference with Traffic	\$50			LMC 11-503
- Light law violation	\$25	\$5	\$5	LMC 3-601, TCA 55-9-402
- Littering	\$50			LMC 16-107
- Miscellaneous Traffic Control Sign, etc.	\$50			LMC 15-107
- Motorcycle - Goggles or Windshield Required	\$25	\$5	\$5	TCA 55-9-304
- Motorcycle - Headlight On	\$25			TCA 55-8-164
- Motorcycle - Headlight Required	\$25			TCA 55-9-403
- Motorcycle - Mirror/Footrests Required	\$25			TCA 55-9-305
- Muffler Violation	\$25			TCA 55-9-202
- No Passing Zone	\$50			TCA 55-8-121
- Obedience to Signal Indicating Train	\$50			TCA 55-8-144

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
- Obstructing Streets, Alleys or Sidewalks	\$50	\$5	\$5	LMC 3-601, 16-101
- Open Container - Alcohol	\$50			LMC 11-101
- Parking Violations (No Court Costs)				
• If paid within 14 days	\$10	\$10	\$10	LMC 3-601, LMC 15-706
• If paid after 14 days	\$20	\$20	\$20	LMC 3-601, LMC 15-706
- Parking Violation - Fire Lane / Hydrant	\$50	\$5	\$5	LMC 3-601, TCA 55-9-302
- Parking Violation - Handicap Parking	\$50	\$50	\$50	LMC 3-601, TCA 55-21-108
- Parking Violation - Vehicle over 15,000 lbs	\$25	\$5	\$5	LMC 16-115
- Peddler Permit Required	\$50			LMC 9-102
- Registration - Expired	\$25	\$5	\$5	LMC 3-601, TCA 55-4-104
- Registration - Improper Display of Plate - 1st Offense (No Court Cost)	\$10			TCA 55-4-110
- Registration - Improper Display of Plate - 2nd Offense (No Court Cost)	\$20			TCA 55-4-110
- Registration - Must be in Vehicle	\$25			TCA 55-4-108
- Registration - TN Required after 30 Days	\$25			TCA 55-4-120
- Registration - Unregistered Vehicle	\$25			TCA 55-3-102
- Seat belt violations:				
• 1st offense	\$30	\$10	\$10	LMC 3-601, TCA 55-9-603
• 2nd offense	\$50	\$20	\$20	LMC 3-601, TCA 55-9-603
- Speeding				
• 1-10 MPH over speed limit	\$10	\$10	\$10	LMC 3-601, TCA 55-8-152
• 11-20 MPH over speed limit	\$15	\$15	\$15	LMC 3-601, TCA 55-8-152
• 21+ MPH over speed limit	\$20	\$20	\$20	LMC 3-601, TCA 55-8-152
- Texting while Driving	\$50			TCA 55-8-199
- Throwing Missiles	\$50			LMC 11-402
- Traffic citation	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 15-706
- U-Turn Violation	\$50			
- Vehicle equipment violation	\$10	\$10	\$10	LMC 3-601
- Vehicle Losing Load	\$50	\$10	\$10	LMC 3-601, TCA 55-7-109
- Window Tint Violation	\$25	\$10	\$10	LMC 3-601, TCA 55-9-203

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
Engineering Department				
• Miscellaneous				
* Reclamation Bond	\$65,000	\$65,000	\$65,000	Zoning Ordinance 5.054.5
• Permits				
* Land Disturbance				
- Minor (less than 1 acre)	\$50	\$50	\$50	LMC 14-305
- Major (1 acre or greater)	\$350	\$350	\$350	LMC 14-305
• Plan Review				
* Construction Drawing	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	Zoning Ordinance 1.050A
• Storm Water				
* Stormwater User Fee - Equivalent Residential Unit (ERU)	3,181 square feet	3,181 square feet	3,181 square feet	LMC 14-702; 14-704 / Res. 2005-11
- Stormwater User Fee - ERU Rate	\$3.50 per ERU	\$3.50 per ERU	\$3.50 per ERU	LMC 14-702; 14-704 / Res. 2005-11
* Waterway Buffer Policy Variance Application	\$250	\$250	\$250	LMC 14-805
• Violation LMC Title 14, Chapter 3 - Grading, Soil Erosion, etc.				
	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-311
• Violation LMC Title 14, Chapter 6 - Stormwater Management				
	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-610
Finance Department				
• Business License				
	\$15	\$15	\$15	LMC 5-201 / TCA 67-4-701
• Hotel/Motel Tax				
	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	LMC 5-502
Fire Department				
• Fire Code Violation				
* False Alarms	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	LMC 7-504
* Discharge of Hazardous Substances - Penalty for Nonpayment	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	LMC 7-218(3)(b)
* Violation LMC 7-209(1)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209(3)
* Violation LMC 7-209(4)	Civil Penalty not to exceed \$500, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$500, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$500, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209
* Violation LMC 7-308(1)	Not to exceed \$500	Not to exceed \$500	Not to exceed \$500	LMC 7-308
Miscellaneous				
• Junkyard Control Permit				
	\$100	\$100	\$100	LMC 13-308
• Vicious Dog Violation Fine				
	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	LMC 10-204
Parks and Recreation Department				
• Baseball/Softball Tournaments				
* Litter fee	\$300	\$300	\$300	LMC 20-208
* Full weekend	\$200 per complex, per day	\$200 per complex, per day	\$200 per complex, per day	LMC 20-208
* Single day	\$200 per complex	\$200 per complex	\$200 per complex	LMC 20-208
• Facility rental				
* Multi-Purpose Building	12 p.m. to 10 p.m. \$150 with a \$200 deposit	12 p.m. to 10 p.m. \$150 with a \$200 deposit	12 p.m. to 10 p.m. \$150 with a \$200 deposit	LMC 20-208
* Pavilions	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	LMC 20-208
• Field rental				
* Baseball/Softball fields	\$50 per day, per field	\$50 per day, per field	\$50 per day, per field	LMC 20-208
* Football fields	\$300 per day, per field	\$300 per day, per field	\$300 per day, per field	LMC 20-208
• Food truck rallies rental fee				
	\$15	\$15	\$15	
• League use				
* Baseball/Softball leagues	\$8,000	\$4,000	\$4,000	LMC 20-208
* Football leagues	\$2,000	\$2,000	\$2,000	LMC 20-208
* In-Line Hockey leagues	\$500	\$500	\$500	LMC 20-208
• Vendor permits				
	\$75	\$75	\$75	LMC 20-208

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
Planning Department				
• Amend the Zoning Ordinance Request (Text Amendment)	\$400	\$400	\$400	Zoning Ordinance 8.090(A)
• Amend the Zoning Map	\$300	\$300	\$300	Zoning Ordinance 8.090(B)
• Application to the Board of Zoning Appeals				
* Administrative Appeal	\$200	\$200	\$200	Zoning Ordinance 8.070(F)
* Conditional Use Permit (Includes Major Home Occupation)	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
* Special Exception	\$200	\$200	\$200	Zoning Ordinance 8.060
* Variance Request				
- Single Family Residential	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
- All Others	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
• Concept Subdivision Plan Modification	\$250	\$250	\$250	
• Concept Subdivision Plan Review	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
• Final Subdivision Plat Review (Planning Commission and/or Staff Approval)	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	
• PDR Amendment (fee calculated based on affected area)				
* ≤ 5.0 acres	\$300	\$300	\$300	
* 5.01 acres ≤ 100.0 acres	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	
* 100.01 acres ≤ 500.0 acres	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	
* ≥ 500.0 acres	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	
* Minor Site Modification	\$300	\$300	\$300	
• Preliminary Subdivision Plat Review				
* ≤ 25 lots	\$500 plus \$25 per lot	\$500 plus \$25 per lot	\$500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* 26 lots ≤ 50 lots	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	Zoning Ordinance 1.050(A)
* ≥ 50 lots	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	Zoning Ordinance 1.050(A)
• Rezoning Request				
* Non PDR/PUD				
- ≤ 5.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	Zoning Ordinance 1.050(A)
* PDR/PUD				
- ≤ 5.0 acres	\$650	\$650	\$650	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	Zoning Ordinance 1.050(A)
• Site Plan Modification to Include Accessory Additions, Expansions (PC or Administrative)				
* ≤ 3.0 acres	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	Zoning Ordinance 1.050(A)
• Site Plan Review				
* ≤ 3.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	Zoning Ordinance 1.050(A)
• Subdivision Regulations - Approved/Amended by Planning Commission				
* Recording of Plat	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	Subdivision Regulations 2-106.2
* Fee-in-Lieu of Sidewalk Construction Fee	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	Subdivision Regulations 4-108.5

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
Police Department				
• Alarm Systems				
- Permit application	\$10	\$10	\$10	LMC 20-103, 20-104
- Unobtained permit fine	\$25	\$25	\$25	LMC 20-104
- False emergency alarms fee	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	LMC 20-109
• Curfew for Minors - Giving False Information	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	LMC 11-707
• Curfew for Minors - Violation of LMC 11-703, 11-704, 11-705, or 11-706	\$50 maximum	\$50 maximum	\$50 maximum	LMC 11-709
• State Traffic Statutes Adopted by Reference	\$50 maximum	\$50 maximum	\$50 maximum	LMC 15-801
• Taxicab Driver Application Fee	\$25	\$25	\$25	LMC 9-308
• Taxicab Driver's Annual Renewal Fee	\$10	\$10	\$10	LMC 9-308
• Taxicab Franchise Application Fee	\$100	\$100	\$100	LMC 9-301
• Taxicab Franchise Renewal Fee	\$50 per taxicab	\$50 per taxicab	\$50 per taxicab	LMC 9-301
• Violation of Title 9 Chapter 8 - Sexually Oriented Businesses	\$50 each violation	\$50 each violation	\$50 each violation	LMC 9-807
• Wrecker Services				
* Schedule of rates and billing procedures				
* Any city passenger car or pickup truck, up to 1/2 ton, towed within city limits	\$175.00	\$175.00	\$65	LMC 9-618
* Cleaning street	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	Maximum \$40	LMC 9-618
* Fuel Surcharge	15.00%	15.00%		LMC 9-618
* Gate fee (to be charged for towed vehicles after business hours)	\$75.00	\$75.00	\$30	LMC 9-618/LMC 9-621
* Miscellaneous charges (such as disconnecting drive shafts, changing wheels, use of torches or other cutting equipment, and labor for removing vehicles from unusual places or positions)	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$50 per hour per person	LMC 9-618
* Service charge (Example: Wrecker service is called tow a vehicle and is cancelled prior to arrival based on the decision of the vehicle owner or the requesting officer.)	\$75.00	\$75.00	\$35	LMC 9-618
* Storage maximum	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$25 per day (outside), \$40 per day (inside)	LMC 9-618
* Use of oil dry to clean street	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	\$15 per bag	LMC 9-618
* Vehicles within city limits not requiring winch or dolly	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	\$90 plus \$2.50 per mile	LMC 9-618
* Vehicles within city limits requiring rollback	Additional \$90.00	Additional \$90.00	\$90	LMC 9-618
* Vehicles within city limits requiring winch	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	\$45 per hook	LMC 9-618
* Vehicles within city limits requiring dolly	Additional \$90.00	Additional \$90.00	\$45	LMC 9-618
* Wait / Work Time	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	\$75 per hour after the first hour	LMC 9-618
Public Works Department				
• Inspection of Street	\$0.30 per linear feet	\$0.30 per linear feet	\$0.30 per linear feet	LMC 16-114
• Fines/Penalties for Closing Streets				
* Block/Prevent Flow of Traffic for Period of 24 hours	\$50.00	\$50.00	\$50.00	LMC 16-116
- Fine for Each Day That the Flow of Traffic Prevented	\$50.00 per day	\$50.00 per day	\$50.00 per day	LMC 16-116
* Street Closure Without Permit	\$50	\$50	\$50	LMC 16-116
• Permits for Excavations and Cuts				
* Excavation or Bore in Any Street, Alley, or Public Place	\$75	\$75	\$75	LMC 16-203
- Surety Bond or Cash Deposit to Receive Permit	\$2,500	\$2,500	\$2,500	LMC 16-204

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
Utilities Department - Sewer				
• Fees				
* Extraneous Flow	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-407
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Lab Testing and Other Expenses Relative to Monitoring a Wastewater Discharge Permit Holder's Discharge	reimburse actual costs/expenses	reimburse actual costs/expenses	reimburse actual costs/expenses	LMC 18-318
* Request for Availability of Sewer	\$150.00 for each development	\$150.00 for each development	\$150.00 for each development	LMC 18-102
• Penalties				
* Misrepresentation and/or Falsifying Documents	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	LMC 18-316
* Violation of LMC Title 18 Chapter 3	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	LMC 18-316
* Violation of LMC Title 18 Chapter 3 (Willfull or Negligent Violations)	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	LMC 18-316
• Permits				
* Building Sewer and Connection Permit Application Fee (non-refundable)	\$25	\$25	\$25	LMC 18-306
* Wastewater Discharge				
- Significant Industrial User Defined by 18-302 of the City of La Vergne Sewer Use Ordinance	\$750.00 annually	\$750.00 annually	\$750.00 annually	LMC 18-318
- All Others	\$250.00 annually	\$250.00 annually	\$250.00 annually	LMC 18-318
• Plans Review				
	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex	\$2775.00 per unit/office	\$2775.00 per unit/office	\$2775.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	LMC 18-402
* Church	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Commercial - Free Standing	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	LMC 18-402
* Dentist, Physicians Office	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	\$525.00 per bed	\$525.00 per bed	\$525.00 per bed	LMC 18-402
* Medical Center Without Beds	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Motel, Hotel, Campground	\$1200.00 per unit	\$1200.00 per unit	\$1200.00 per unit	LMC 18-402
* Nursing Home	\$375.00 per bed	\$375.00 per bed	\$375.00 per bed	LMC 18-402
* Office Buildings	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Residential	\$2,775.00	\$2,775.00	\$2,775.00	LMC 18-402
* Restaurants	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	LMC 18-402
* Schools	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	LMC 18-402
* Self-service Laundries	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	LMC 18-402
* Service Station	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	LMC 18-402
* Shopping Center, Grocery Stores	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	LMC 18-402
* Standard Reference Chart - Sewer				
- 3/4"	\$2,775	\$2,775	\$2,775	LMC 18-402
- 1"	\$2,850	\$2,850	\$2,850	LMC 18-402
- 1 1/2"	\$3,600	\$3,600	\$3,600	LMC 18-402
- 2"	\$4,350	\$4,350	\$4,350	LMC 18-402
- 3"	\$5,400	\$5,400	\$5,400	LMC 18-402
- 4"	\$6,600	\$6,600	\$6,600	LMC 18-402
- 6"	\$9,600	\$9,600	\$9,600	LMC 18-402
- 8"	\$12,600	\$12,600	\$12,600	LMC 18-402
* Theaters	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	LMC 18-402
* Warehouse	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
• Special Assessment Zone				
	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Televising, Testing, and Sealing Equipment				
* Mobilization	\$150.00 per phase	\$150.00 per phase	\$150.00 per phase	LMC 18-409
* Base Joint Repair	\$75.00 per joint	\$75.00 per joint	\$75.00 per joint	LMC 18-409
* Grout	varies per repair	varies per repair	varies per repair	LMC 18-409
• Usage Charges (based on actual water meter readings)				
* Residential Sewer Customers Rate				
- First 2,000 (gallons per month)	\$22.43 (minimum)	\$22.43 (minimum)	\$22.43 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$5.81 per thousand gallons	\$5.81 per thousand gallons	\$5.81 per thousand gallons	LMC 18-401
* Commercial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$29.02 (minimum)	\$29.02 (minimum)	\$29.02 (minimum)	LMC 18-401

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>2021 - 2022</u>	<u>LMC / Ordinance Reference</u>
- Over 2,000 (gallons per month)	\$6.59 per thousand gallons	\$6.59 per thousand gallons	\$6.59 per thousand gallons	LMC 18-401
* Industrial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$527.74 (minimum)	\$527.74 (minimum)	\$527.74 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.36 per thousand gallons	\$7.36 per thousand gallons	\$7.36 per thousand gallons	LMC 18-401
• Usage Charges - Blair Road Sewer Basin (based on actual water meter readings)				
* First 2,000 Gallons per Month	\$27.61 (minimum)	\$27.61 (minimum)	\$26.80 (minimum)	LMC 18-401
* Over 2,000 Gallons per Month	\$6.59 per thousand gallons	\$6.59 per thousand gallons	\$6.40 per thousand gallons	LMC 18-401

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2023-2024**

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>2021 - 2022</u>	<u>LMC / Ordinance Reference</u>
Utilities Department - Water				
• Fees				
* Disconnect				
- Normal	no charge	no charge	no charge	LMC 18-411
- For Non-payment or Returned Checks	\$25	\$25	\$25	LMC 18-411
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Meter Meter Removal Fee for Removing Lock	\$50	\$50	\$50	LMC 18-411
* Private Fire Hydrants (Minimum Bill)	\$100.00 per year per hydrant	\$100.00 per year per hydrant	\$100.00 per year per hydrant	LMC 18-404
* Private Fire Sprinklers (Minimum Bill)	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	LMC 18-404
* Request for Availability of Water	\$100.00 for each development	\$100.00 for each development	\$100.00 for each development	LMC 18-102
* Returned Checks for Having Insufficient Funds	\$25	\$25	\$25	LMC 18-411
* Service Call	\$25	\$25	\$25	LMC 18-411
* Service Connect				
- Residential	\$50.00 (non-refundable)	\$50.00 (non-refundable)	\$50.00 (non-refundable)	LMC 18-406
- Commercial or Industrial	\$75.00 (non-refundable)	\$75.00 (non-refundable)	\$75.00 (non-refundable)	LMC 18-406
* Service Re-connect				
- During Regular Business Hours	\$25	\$25	\$25	LMC 18-406
- Between the Hours of 4:30 pm and 10:00 pm	\$50	\$50	\$50	LMC 18-406
* Water Meter Lock	\$50	\$50	\$50	LMC 18-411
* Water Meter Testing	\$50	\$50	\$50	LMC 18-411
• Plans Review	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex (Individual Metering is Not Permitted)	\$750.00 per unit/office	\$750.00 per unit/office	\$750.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Church	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Commercial - Free Standing	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Dentist, Physicians Office	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Medical Center Without Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Motel, Hotel, Campground	\$862.50 per unit	\$862.50 per unit	\$862.50 per unit	LMC 18-402
* Nursing Home	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Office Buildings	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Private Fire Protection Lines	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	LMC 18-404
* Residential				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- Any Larger Sizes	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Restaurants	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Schools	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Self-service Laundries	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Service Station	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Shopping Center, Grocery Stores	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Standard Reference Chart - Water				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- 1"	\$1,800	\$1,800	\$1,800	LMC 18-402
- 1 1/2"	\$2,100	\$2,100	\$2,100	LMC 18-402
- 2"	\$2,700	\$2,700	\$2,700	LMC 18-402
- 3"	\$3,300	\$3,300	\$3,300	LMC 18-402
- 4"	\$5,100	\$5,100	\$5,100	LMC 18-402
- 6"	\$6,300	\$6,300	\$6,300	LMC 18-402
- 8"	\$7,500	\$7,500	\$7,500	LMC 18-402
- 10"	\$8,700	\$8,700	\$8,700	LMC 18-402
* Theaters	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Warehouse	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Usage Charges				
* Residential Water Customers Rate				
- First 2,000 (gallons per month)	\$14.21 (minimum)	\$14.21 (minimum)	\$14.21 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$3.67 per thousand gallons	\$3.67 per thousand gallons	\$3.67 per thousand gallons	LMC 18-401
* Commercial Water Customers Rate				
- First 2,000 (gallons per month)	\$18.39 (minimum)	\$18.39 (minimum)	\$18.39 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$4.18 per thousand gallons	\$4.18 per thousand gallons	\$4.18 per thousand gallons	LMC 18-401
* Industrial Water Customers Rate				
- First 2,000 (gallons per month)	\$334.38 (minimum)	\$334.38 (minimum)	\$334.38 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$5.59 per thousand gallons	\$5.59 per thousand gallons	\$5.59 per thousand gallons	LMC 18-401



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: First Reading - **Ordinance #2023-12** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-12

Summary:

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

Background Information:

There are three items included in this budget amendment. The first item is to allocate additional funds for food provided to the city council and staff prior to workshops/meetings. The second item to to allocate additional funds to the Judicial department for an increase in legal expenses. The third item is to allocate funds for the mural that will be painted on the outside of City Hall.

Financial Summary:

The additional costs for these three items is \$45,000 that will come from the fund balance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-12

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:

110-41110-323	Legislative - Food	\$	5,000
110-41200-252	Judicial - Legal Services	\$	35,000
110-41810-266	City Hall - Repair & Maint. Buildings	\$	7,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	47,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: First Reading - Ordinance #2023-13 - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-13

Summary:

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

Background Information:

This amendment for the Stormwater Fund Budget is for the architectural and engineering design services for the Public Works and Community Development Services facility.

Financial Summary:

The additional amount of \$220,000 will come from the fund balance in the Stormwater Fund.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-13

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:

127-55100-920	Buildings	\$ 220,000
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Decrease Fund Balance:

127-37840	Transfer from Fund Balance	\$ 220,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: April 27, 2023

Item Title: **Resolution #2023-12** - 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 #2023-12

Summary:

This is a resolution to declare property as surplus and authorize the sale of the items on [GovDeals.com](https://www.govdeals.com).

Background Information:

These items are from the Police Department and they are all items that were acquired through the LESO program. The items consist of a 5 Ton 6x6 Cargo Truck, an Expandable Light Air Mobile Shelter and six (6) Kawasaki KL650-A Diesel Motorcycles.

Financial Summary:

The revenues from the sale of these items will go to the General Fund.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-12

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

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

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

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
AM General 5 Ton 6x6 Cargo Truck	Model M925A2 6x6 Truck; Camo exterior; Cummins 6 cylinder 8.3L Turbo Diesel Engine; Automatic Transmission; PTO, Central Tire Inflation System, 14.00R20 Tires, Front Winch, Fold-Down Bed Sides, Tailgate, Soft Top, 32,500 lb. GVWR. Ran and drove before it was parked. Unknown Condition - has been parked several years. 17,124 miles.	5701445
Expandable Light Air Mobile Shelter (ELAMS)	Not Operable; Empty - 5,075 lbs; Probably Scrap Metal.	N/A
Kawasaki KL650-A Motorcycle	Kawasaki KL650-HDT M103M1 Diesel Powered Military Dual-Sport HDT Motorcycle; Olive Drab color; Manual transmission; 651CC engine; 14 miles. No title. Bill of sale will be issued to winning bidder. As is. Unknown condition.	JKAKLEA15YA058500
Kawasaki KL650-A Motorcycle	Kawasaki KL650-HDT M103M1 Diesel Powered Military Dual-Sport HDT Motorcycle; Olive Drab color; Manual transmission; 651CC engine; 45 miles. No title. Bill of sale will be issued to winning bidder. As is. Unknown condition.	JKAKLEA11YA059689

Kawasaki KL650-A Motorcycle	Kawasaki KL650-HDT M103M1 Diesel Powered Military Dual-Sport HDT Motorcycle; Olive Drab color; Manual transmission; 651CC engine; 1128 miles. No title. Bill of sale will be issued to winning bidder. As is. Unknown condition.	JKAKLEA14YA058567
Kawasaki KL650-A Motorcycle	Kawasaki KL650-HDT M103M1 Diesel Powered Military Dual-Sport HDT Motorcycle; Olive Drab color; Manual transmission; 651CC engine; 1180 miles. No title. Bill of sale will be issued to winning bidder. As is. Unknown condition.	JKAKLEA14YA058505
Kawasaki KL650-A Motorcycle	Kawasaki KL650-HDT M103M1 Diesel Powered Military Dual-Sport HDT Motorcycle; Olive Drab color; Manual transmission; 651CC engine; 1128 miles. No title. Bill of sale will be issued to winning bidder. As is. Unknown condition.	JKAKLEA121A071467
Kawasaki KL650-A Motorcycle	Kawasaki KL650-HDT M103M1 Diesel Powered Military Dual-Sport HDT Motorcycle; Olive Drab color; Manual transmission; 651CC engine; 20 miles. No title. Bill of sale will be issued to winning bidder. As is. Unknown condition.	JKAKLEA10YA058503

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 2nd day of May, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 1991	Manufacturer: AM General	Make: 5-ton	Model: M925A2
VIN: 5701445		Mileage: 17124	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: Liter, V- ☐ Gasoline ☒ Diesel		Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Camo		Interior:

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	Normal		
Major Damage:	Unknown		
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:	Passenger window broken		
Major Damage:			
Tire Condition:	☐ Good Tread ☐ Low Tread	Flat or Low Tires:	☒ Yes ☐ No How Many? 1
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 local jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: Public Works	Suggested Minimum Sale Price: 3k
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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











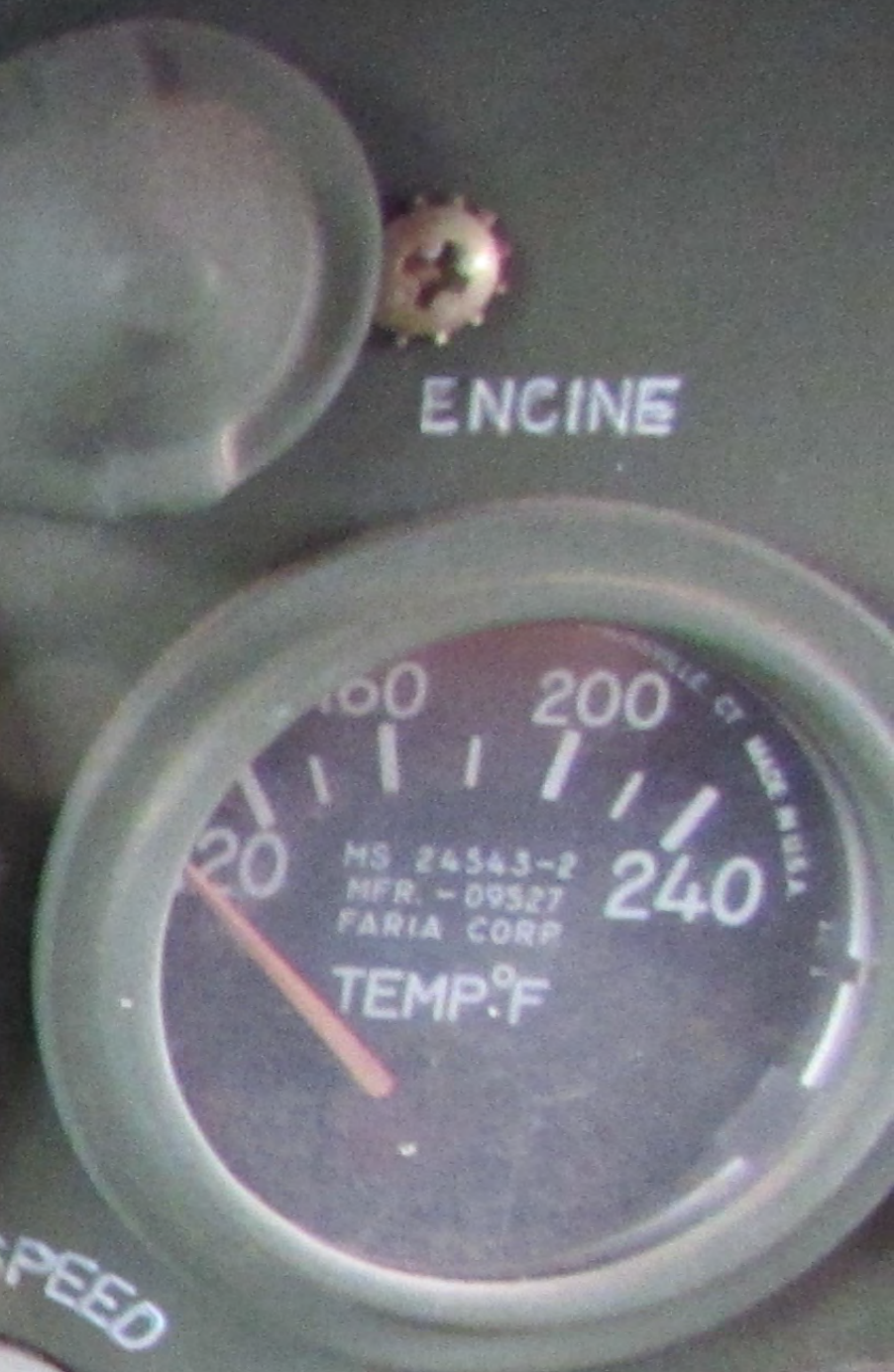
10





MAX SPEED
40
ABS

FUEL



MAX SPEED
40
ABS
H



ABS WARNING!

STEADY ILLUMINATED LAMP INDICATES MALFUNCTIONING
ANTILOCK BRAKE SYSTEM
IF MALFUNCTIONING, USE MANUAL BRAKING TECHNIQUES
LISTED IN THE A-2000-10 (OPERATION) AND A-2000-10 (OPERATION) MANUALS

FF
ART
↑
↓
RUN
↑
↓
OFF



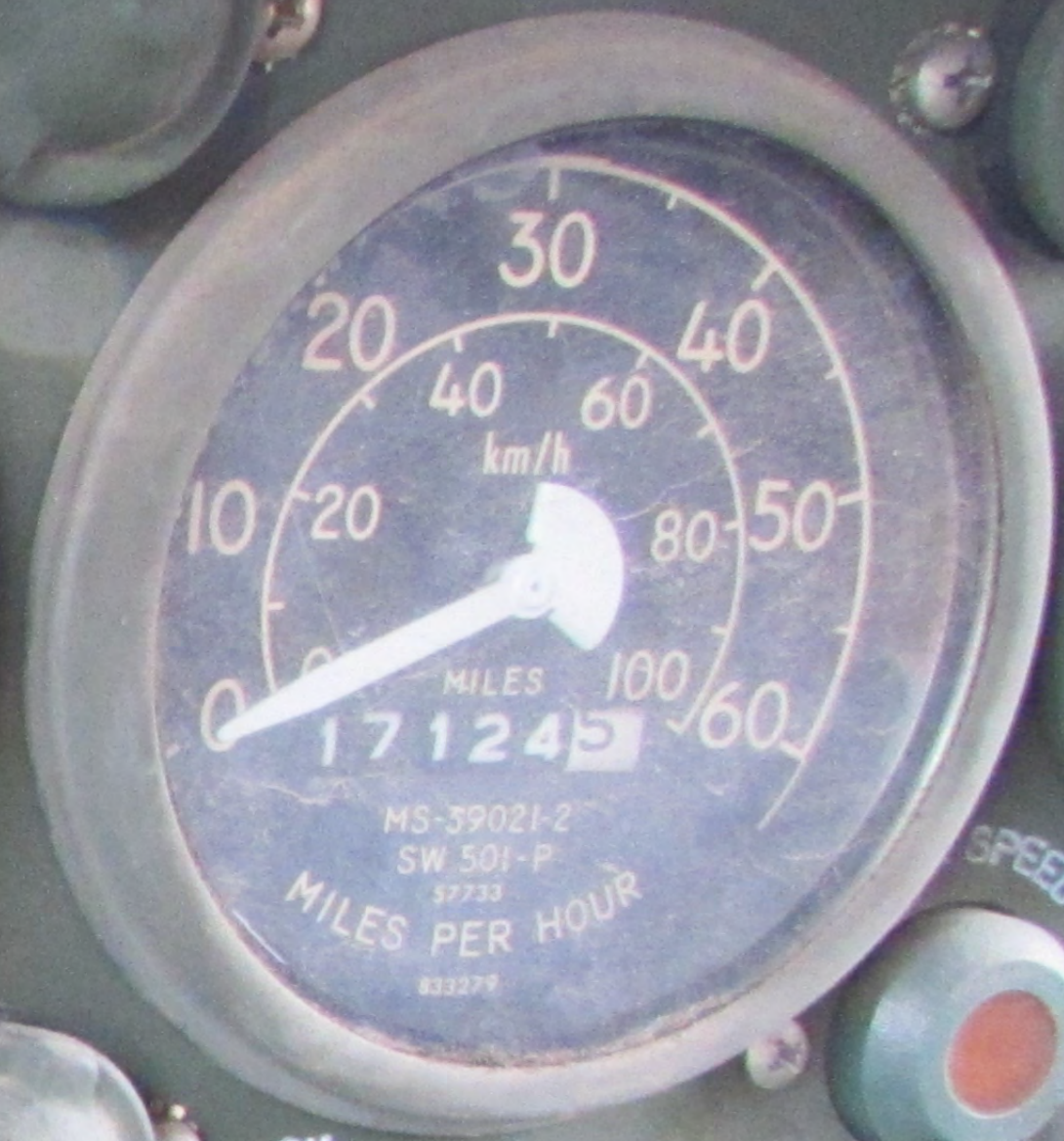
MAX SPEED
40
ABS

ABS WARNING!
STEADY ILLUMINATED LAMP INDICATES MALFUNCTIONING
ANTILOCK BRAKE SYSTEM
...IONING, USE GRADUAL BRAKING TECHNIQUES
... 272-10 (OPERATION W/O ABS)

TACH



MPH



FUEL



OIL



SPEED

TRAN

WARNING

IF AIR FILTER IS SUSPECTED,
ALL AIR FILTER MEDIA WILL BE
HANDLED BY PERSONNEL WEARING
FULL NBC PROTECTIVE EQUIPMENT.
SEE OPERATOR/MAINTENANCE
MANUALS.

7680-01-314-3702

NL14PH

WARRANTY

NATIONAL STOCK NUMBER
2320-01-230-0308

FSCM-47457

WARRANTY BEGINS 12-91

WARRANTY EXPIRES 06-95

WEIGHT & DIMENSION DATA

	WEIGHT	EMPTY	LOADED
PAY LOAD			10,000
FRONT AXLE		10,500	10,350
INTER AXLE		6,000	11,075
REAR AXLE		6,000	11,075
TOTAL LBS		22,500	32,500
MAX. TOWED LOAD			15,000

SHIPPING CUBAGE 1758 CU.FT.

ALL WEIGHTS LESS CREW

TRUCK, CARGO: 5 TON 6X6 M925A2

W/W

NATL STOCK NO. 2320-01-230-0308

IDENTIFICATION NO. 25701445

MFD BY BMY — DIV. OF HARSCO

CONTRACT NO. DAAE07-86-C-J111

DATE OF DELIVERY 12-91

US PROPERTY

CARC
TP-80
TP-50

SERVICING DATA

DIESEL FUEL PER FEDERAL SPEC VV-F-800	
FUEL TANK	CAPACITY 77 GAL.
COOLING SYSTEM	CAPACITY 44 QTS.
CRANKCASE	CAPACITY 20 QTS.
TRANSMISSION	CAPACITY 19 QTS.

TEMPERATURE	ENGINE OIL	GEAR OIL	TRANSMISSION
ABOVE 15°F	MIL-L-2104 GR 30	MIL-L-2105 GR 80/90	MIL-L-2104 GR 10
40°F TO 15°F	MIL-L-2104 GR 10	MIL-L-2105 GR 80/90	MIL-L-2104 GR 10
40°F TO 65°F	MIL-L-46167	MIL-L-2105 GR 75	MIL-L-46167 OEA

ELECTRICAL SYSTEM 24V

CENTRAL TIRE INFLATION PRESSURE (PSI)	
HIGHWAY 60	SECONDARY 35
OFF HIGHWAY 25	EMERGENCY 12

PUBLICATIONS APPLYING TO THIS VEHICLE

OPER. MANUAL	9-2320-272-10
LUBE ORDER	9-2320-272-12
MAINT. & RPSTL	9-2320-358-24 & P

CHANGE OIL & FILTERS EVERY 5000 MILES OR 3 MONTHS



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: unk	Manufacturer: Expandable Light Air Mobile Shelter (ELAMS)	Model #: ELAMS
Serial Number: Unk		
Description of Use: No purpose		
Color:	Olive drab	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: Scrap metal				

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:	Never been used
Current Estimated Value:	Unk - current scrap value
Suggested Minimum Sale Price:	Scrap Value
Location of Property:	Public works
For more information, contact:	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
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:	Manufacturer: KAWASAKI	Make: KAWASAKI	Model: KL650 –HDT M103M1
VIN: JKAKLEA15YA058500		Mileage: 14	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☒ Diesel	Condition:	☐ Runs ☐ Needs Repair ☒ Unknown
Transmission:	☐ Automatic ☒ Manual	Condition:	☐ Operable ☐ Needs Repair ☒ Unknown
Color:	Exterior: Olive Drab		Interior:

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☐ Unknown
Minor Damage:	N/A		
Major Damage:	N/A		
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:	Unknown		
Major Damage:	Unknown		
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 apply for title in own jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: Public works	Suggested Minimum Sale Price: 6k
For more information, contact: Chris Irwin - 615--653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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

VIN- JKAKLEA15YA058500

ODOMETER – 14 MILES

MAKE – KAWASAKI

MODEL – KL650 –HDT M103M1

DESCRIPTION- Kawasaki KL650-A, 651CC. Very rare diesel powered military dual-sport HDT motorcycle Manufactured by Hayes Diesel Technology. No Title Only A Bill of Sale will be issued to the winning bidder. AS IS.

The M1030 is a lightweight, rugged, commercial, cross-country motorcycle, based on the Kawasaki KLR 650, modified for military use. It provides an alternate means of transporting messages, documents, and light cargo between units. The M1030 may also be used to transport forward observers, military police, and reconnaissance personnel. The size and construction of the M1030 makes it highly mobile on all roads and cross-country terrain.

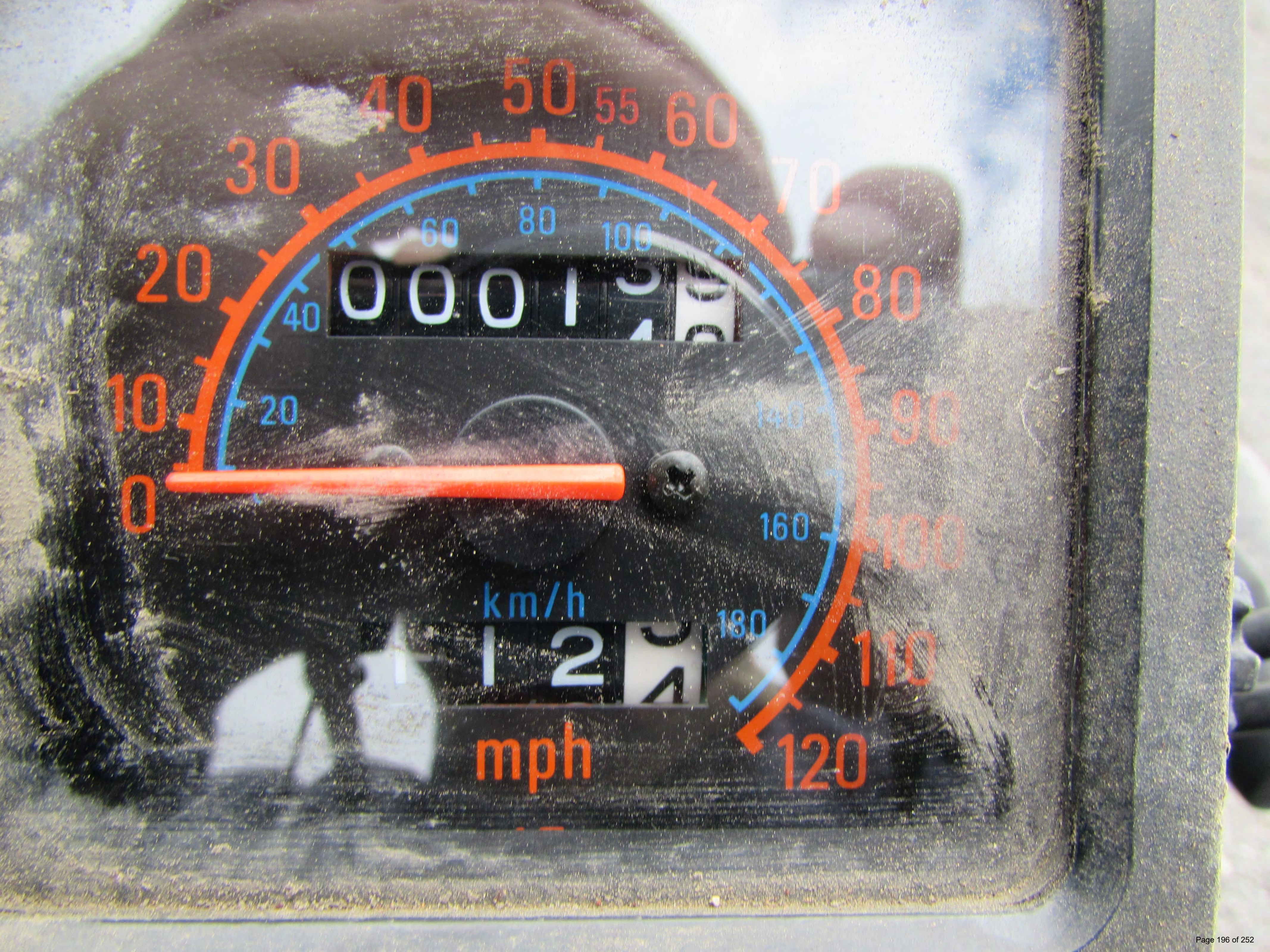
The M1030M1 motorcycles are the COTS (Commercial Off the Shelf) Kawasaki KLR 650 modified for military use by Hayes Diversified Technologies. The M1030M1 is a program of the USMC.

Hayes Diversified Technologies entered into a Phase III contract for the production of 214 M1030M1 JP8/Diesel Combat Motorcycles. That contract was completed in early 2010

<http://dieselmotorcycles.com/history.html>

SMC

598769

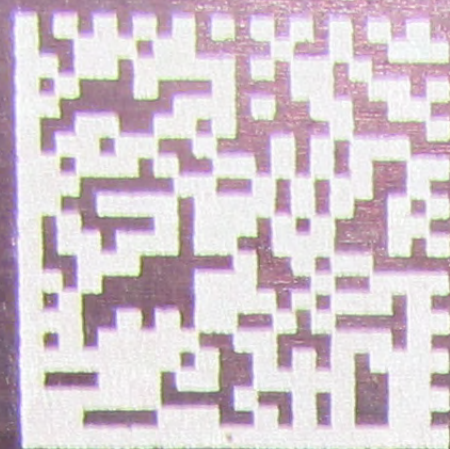












(17V) 17654

(1P) M1030M1

(USMC REG #) 598769

VIN # JKAKLEA15YA058500

NSN 2340-01-530-9371

RE-MANUFACTURE DATE 09/2009

CONTRACT NUMBER M67854-04-D-5057/0002

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:	Manufacturer: KAWASAKI	Make: KAWASAKI	Model: KL650 –HDT M103M1
VIN: JKAKLEA11YA059689		Mileage: 45	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☒ Diesel	Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission:	☐ Automatic ☒ Manual	Condition: ☐ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Olive Drab	Interior:	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☐ Unknown
Minor Damage:	N/A		
Major Damage:	N/A		
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:	Unknown		
Major Damage:	Unknown		
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 apply for title in own jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: Public works	Suggested Minimum Sale Price: 6k
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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

VIN- JKAKLEA11YA059689

ODOMETER – 45 MILES

MAKE – KAWASAKI

MODEL – KL650 –HDT M103M1

DESCRIPTION- Kawasaki KL650-A, 651CC. Very rare diesel powered military dual-sport HDT motorcycle Manufactured by Hayes Diesel Technology. No Title Only A Bill of Sale will be issued to the winning bidder. AS IS.

The M1030 is a lightweight, rugged, commercial, cross-country motorcycle, based on the Kawasaki KLR 650, modified for military use. It provides an alternate means of transporting messages, documents, and light cargo between units. The M1030 may also be used to transport forward observers, military police, and reconnaissance personnel. The size and construction of the M1030 makes it highly mobile on all roads and cross-country terrain.

The M1030M1 motorcycles are the COTS (Commercial Off the Shelf) Kawasaki KLR 650 modified for military use by Hayes Diversified Technologies. The M1030M1 is a program of the USMC.

Hayes Diversified Technologies entered into a Phase III contract for the production of 214 M1030M1 JP8/Diesel Combat Motorcycles. That contract was completed in early 2010

<http://dieselmotorcycles.com/history.html>

SMC

598932

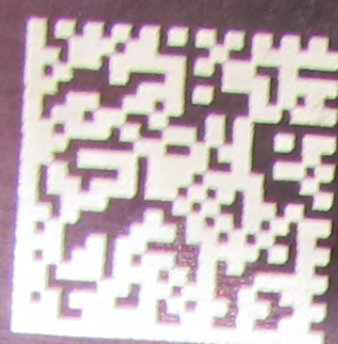






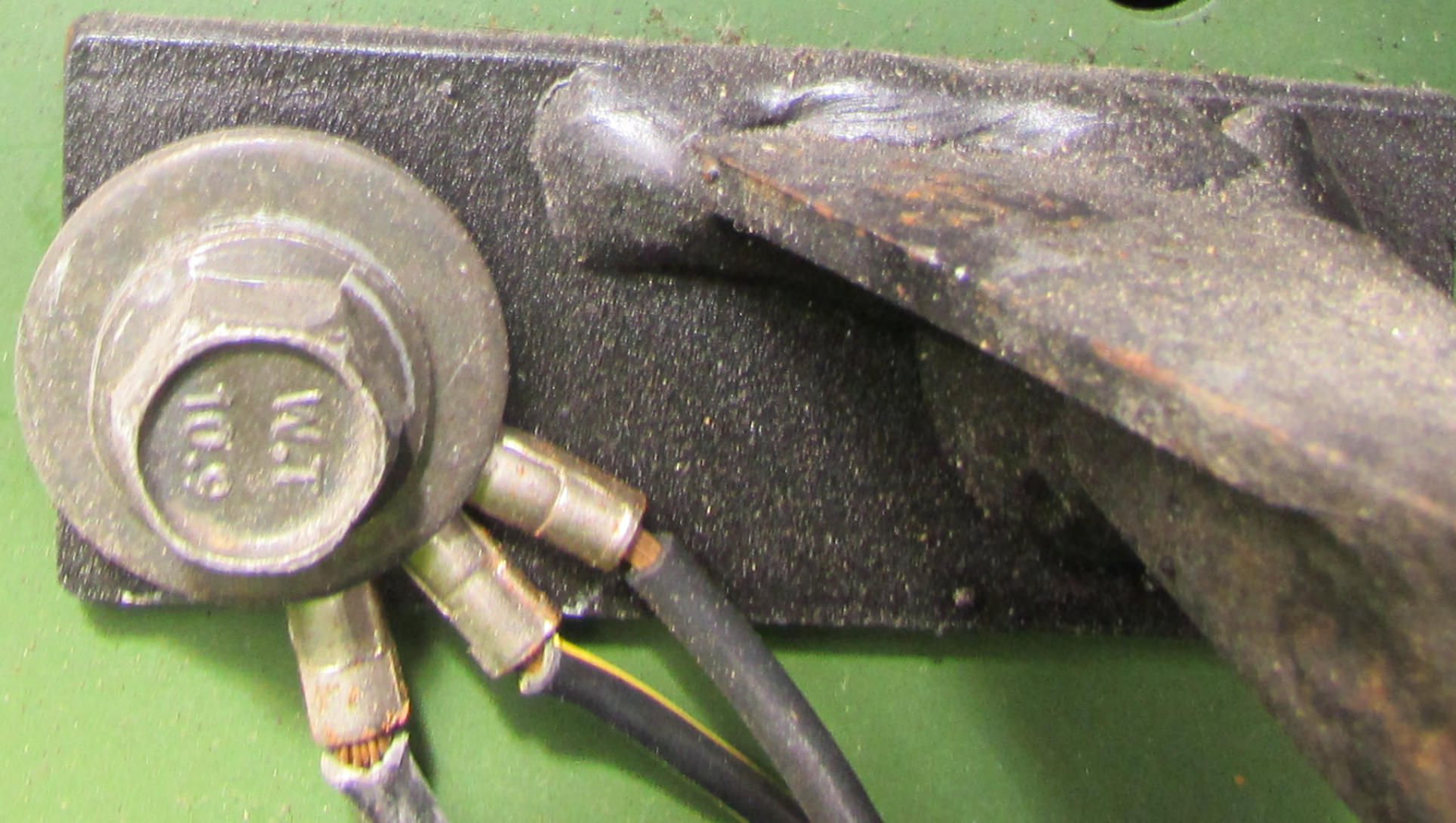






(17V) 17654
(1P) M1030M1
(USMC REG #) 598932

VIN # JKAKLEA11YA059689
NSN 2340-01-530-9371
RE-MANUFACTURE DATE 09/2009
CONTRACT NUMBER M67854-04-D-5057/0002



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:	Manufacturer: KAWASAKI	Make: KAWASAKI	Model: KL650 –HDT M103M1
VIN: JKAKLEA14YA058567		Mileage: 1128	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☒ Diesel	Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission:	☐ Automatic ☒ Manual	Condition: ☐ Operable ☐ Needs Repair ☒ Unknown	
Color:	Exterior: Olive Drab	Interior:	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:	N/A		
Major Damage:	N/A		
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:	Unknown		
Major Damage:	Unknown		
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 apply for title in own jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: Public works	Suggested Minimum Sale Price: 6k
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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

VIN- JKAKLEA14YA058567

ODOMETER – 1128 MILES

MAKE – KAWASAKI

MODEL – KL650 –HDT M103M1

DESCRIPTION- Kawasaki KL650-A, 651CC. Very rare diesel powered military dual-sport HDT motorcycle Manufactured by Hayes Diesel Technology. No Title Only A Bill of Sale will be issued to the winning bidder. AS IS.

The M1030 is a lightweight, rugged, commercial, cross-country motorcycle, based on the Kawasaki KLR 650, modified for military use. It provides an alternate means of transporting messages, documents, and light cargo between units. The M1030 may also be used to transport forward observers, military police, and reconnaissance personnel. The size and construction of the M1030 makes it highly mobile on all roads and cross-country terrain.

The M1030M1 motorcycles are the COTS (Commercial Off the Shelf) Kawasaki KLR 650 modified for military use by Hayes Diversified Technologies. The M1030M1 is a program of the USMC.

Hayes Diversified Technologies entered into a Phase III contract for the production of 214 M1030M1 JP8/Diesel Combat Motorcycles. That contract was completed in early 2010

<http://dieselmotorcycles.com/history.html>



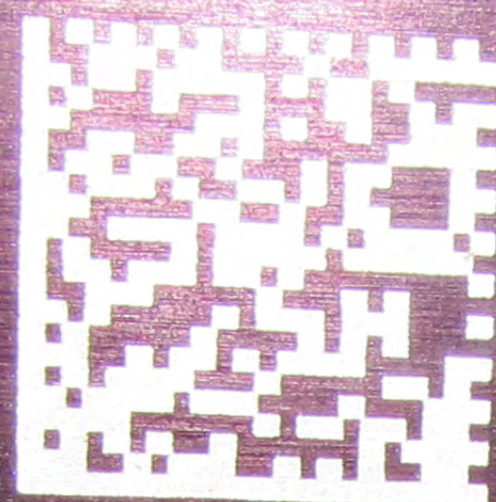












(17V) 17654

(1P) M1030M1

(USMC REG #) 598956

VIN # JKAKLEA14YA058567

NSN 2340-01-530-9371

RE-MANUFACTURE DATE 09/2009

CONTRACT NUMBER M67854-04-D-5057/0002

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:	Manufacturer: KAWASAKI	Make: KAWASAKI	Model: KL650 –HDT M103M1
VIN: JKAKLEA14YA058505		Mileage: 1180	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☒ Diesel	Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission:	☐ Automatic ☒ Manual	Condition: ☐ Operable ☐ Needs Repair ☒ Unknown	
Color:	Exterior: Olive Drab	Interior:	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:	N/A		
Major Damage:	N/A		
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:	Unknown		
Major Damage:	Unknown		
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 apply for title in own jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: Public works	Suggested Minimum Sale Price: 6k
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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

VIN- JKAKLEA14YA058505

ODOMETER – 1180 MILES

MAKE – KAWASAKI

MODEL – KL650 –HDT M103M1

DESCRIPTION- Kawasaki KL650-A, 651CC. Very rare diesel powered military dual-sport HDT motorcycle Manufactured by Hayes Diesel Technology. No Title Only A Bill of Sale will be issued to the winning bidder. AS IS.

The M1030 is a lightweight, rugged, commercial, cross-country motorcycle, based on the Kawasaki KLR 650, modified for military use. It provides an alternate means of transporting messages, documents, and light cargo between units. The M1030 may also be used to transport forward observers, military police, and reconnaissance personnel. The size and construction of the M1030 makes it highly mobile on all roads and cross-country terrain.

The M1030M1 motorcycles are the COTS (Commercial Off the Shelf) Kawasaki KLR 650 modified for military use by Hayes Diversified Technologies. The M1030M1 is a program of the USMC.

Hayes Diversified Technologies entered into a Phase III contract for the production of 214 M1030M1 JP8/Diesel Combat Motorcycles. That contract was completed in early 2010

<http://dieselmotorcycles.com/history.html>



MC

599003

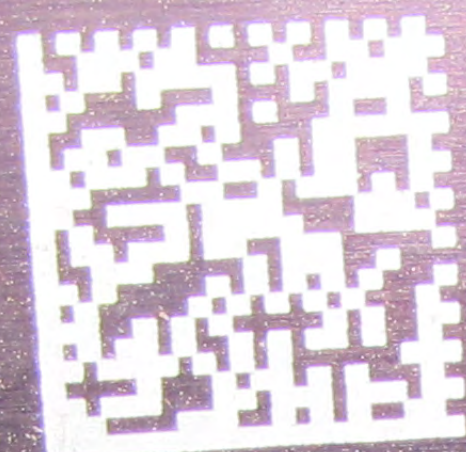












(17V) 17654

(1P) M1030M1

(USMC REG #) 599003

VIN # JKAKLEA14YA058505

NSN 2340-01-530-9371

RE-MANUFACTURE DATE 09/2009

CONTRACT NUMBER M67854-04-D-5057/0002

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:	Manufacturer: KAWASAKI	Make: KAWASAKI	Model: KL650 –HDT M103M1
VIN: JKAKLEA121A071467		Mileage: 1128	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☒ Diesel	Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission:	☐ Automatic ☒ Manual	Condition: ☐ Operable ☐ Needs Repair ☒ Unknown	
Color:	Exterior: Olive Drab	Interior:	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:	N/A		
Major Damage:	N/A		
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:	Unknown		
Major Damage:	Unknown		
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 apply for title in own jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: Public works	Suggested Minimum Sale Price: 6k
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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

VIN- JKAKLEA121A071467

ODOMETER – 1128 MILES

MAKE – KAWASAKI

MODEL – KL650 –HDT M103M1

DESCRIPTION- Kawasaki KL650-A, 651CC. Very rare diesel powered military dual-sport HDT motorcycle Manufactured by Hayes Diesel Technology. No Title Only A Bill of Sale will be issued to the winning bidder. AS IS.

The M1030 is a lightweight, rugged, commercial, cross-country motorcycle, based on the Kawasaki KLR 650, modified for military use. It provides an alternate means of transporting messages, documents, and light cargo between units. The M1030 may also be used to transport forward observers, military police, and reconnaissance personnel. The size and construction of the M1030 makes it highly mobile on all roads and cross-country terrain.

The M1030M1 motorcycles are the COTS (Commercial Off the Shelf) Kawasaki KLR 650 modified for military use by Hayes Diversified Technologies. The M1030M1 is a program of the USMC.

Hayes Diversified Technologies entered into a Phase III contract for the production of 214 M1030M1 JP8/Diesel Combat Motorcycles. That contract was completed in early 2010

<http://dieselmotorcycles.com/history.html>

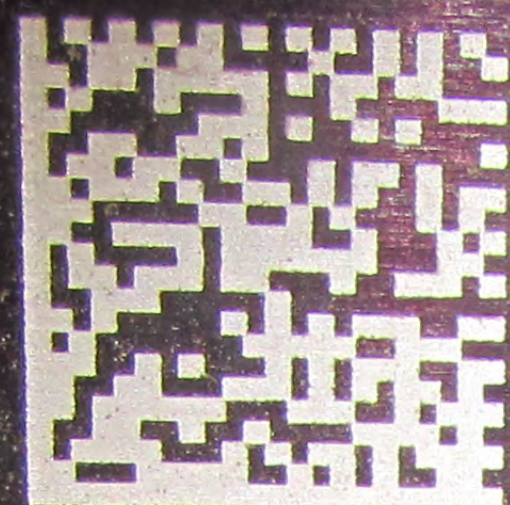












(17V) 17654

(1P) M1030M1

(USMC REG #) 600009

VIN # JKAKLEA121A071467

NSN 2340-01-530-9371

RE-MANUFACTURE DATE 09/2009

CONTRACT NUMBER M67854-04-D-5057/0002

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:	Manufacturer: KAWASAKI	Make: KAWASAKI	Model: KL650 –HDT M103M1
VIN: JKAKLEA10YA058503		Mileage: 20	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☒ Diesel	Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission:	☐ Automatic ☒ Manual	Condition: ☐ Operable ☐ Needs Repair ☒ Unknown	
Color:	Exterior: Olive Drab	Interior:	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:	N/A		
Major Damage:	N/A		
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:	Unknown		
Major Damage:	Unknown		
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 apply for title in own jurisdiction
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: Police Department	Suggested Minimum Sale Price: 6k
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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

VIN- JKAKLEA10YA058503

ODOMETER – 20 MILES

MAKE – KAWASAKI

MODEL – KL650 –HDT M103M1

DESCRIPTION- Kawasaki KL650-A, 651CC. Very rare diesel powered military dual-sport HDT motorcycle Manufactured by Hayes Diesel Technology. No Title Only A Bill of Sale will be issued to the winning bidder. AS IS.

The M1030 is a lightweight, rugged, commercial, cross-country motorcycle, based on the Kawasaki KLR 650, modified for military use. It provides an alternate means of transporting messages, documents, and light cargo between units. The M1030 may also be used to transport forward observers, military police, and reconnaissance personnel. The size and construction of the M1030 makes it highly mobile on all roads and cross-country terrain.

The M1030M1 motorcycles are the COTS (Commercial Off the Shelf) Kawasaki KLR 650 modified for military use by Hayes Diversified Technologies. The M1030M1 is a program of the USMC.

Hayes Diversified Technologies entered into a Phase III contract for the production of 214 M1030M1 JP8/Diesel Combat Motorcycles. That contract was completed in early 2010

<http://dieselmotorcycles.com/history.html>

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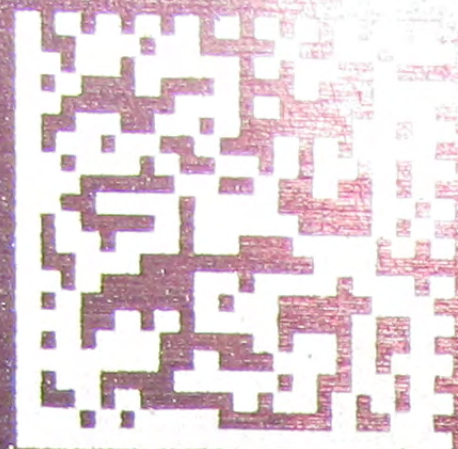












(17V) 17654

(1P) M1030M1

(USMC REG #) 598987

VIN # JKAKLEA10YA058503

NSN 2340-01-530-9371

RE-MANUFACTURE DATE 09/2009

CONTRACT NUMBER M67854-04-D-5057/0002



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: APRIL 25, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabatha 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 Tabatha Howard will expire at the end of April. We have contacted her and she would like to remain on this committee. We have been advertising these positions on Channel 3 and Social Media, but we have not received any other applications.

Current Applicant:

- Tabatha Howard



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: APRIL 25, 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, May 2, 2023, I will remove this item from the agenda.



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M E M O

DATE: APRIL 25, 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 have contacted both of them and they both wish to remain on this committee. We have been advertising these positions on Channel 3 and Social Media and have received two additional applications.

Current Applicants:

- Roger French
- Anthony Honeycutt
- Lacey Lantz
- Charles Isbell

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beer Board	As Needed
☐ Board of Zoning Appeals	Once a Month
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	As Needed
☐ Employee Review Board	As Needed
☐ Greenway Advisory Committee	Once a Month
☐ Historical Preservation Advisory Committee	As Needed
☐ Library Board	Every other Month
☐ Parks & Recreation Advisory Committee	Once a Month
☐ Planning Commission	Once a Month
☒ Senior Citizen's Advisory Committee	Once a Quarter
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

NAME: Lacey Lantz Phone Number: [REDACTED]

ADDRESS: [REDACTED] Work Phone: _____

Lavergne, TN 37086 E-Mail Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Phone ☐ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	Peoria Heights High School		Illinois State University	Simmons College
City, State	Peoria Heights, IL		Normal, IL	Boston, MA
Dates Attended (Mo./Yr.)	From: 2002 To: 2005	From: To:	From: To: 2013	From: To: 2023
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☒ 3 ☐ 4
Course of Study	General Ed		Social Work	Social Work
Receive a diploma? (Yes/No)	Yes		Yes	Yes

EXPERIENCE

Current Occupation: Social Worker

Please list any Professional or Occupational Experience that would apply to the Board or Committee

you are applying for: Supervised group homes for adults with disabilities, in-home care for elderly,

Assisting with caring for my grandmother and step grandmother

Municipal Boards / Committees on which you currently serve: Library Committee

Municipal Boards / Committees on which you have previously served: _____

If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO

If YES, what is the Conflict? _____

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I want to be able to advocate for seniors in our community and be more involved with the city of Lavergne.

REFERENCES

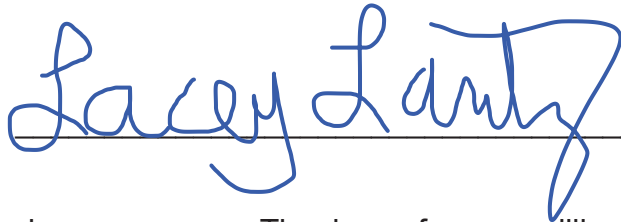
Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Carol Haas			
2	Laura Graves Davidson			
3	Steve Noe			

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature:  _____

Date: _____

Please attach your resume. Thank you for your willingness to serve.

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Monthly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☒ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Charles Isbell	Cell Phone: [REDACTED]
Address: [REDACTED]	Other Phone: _____
La Vergne TN, 37086	Email Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	Technical / Community College	College / University	Graduate / Professional
School Name	GED	essee Technology C	ITT	
City, State	Shelbyville, TN	Murfreesboro, TN	Nashville TN	
Years Completed	N/A	☐ 1 ☒ 2	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	HVAC/R	Drafting Design	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:

List any experience that would apply to the Board or Committee you are applying for:

Not counting La Vergne I am on several boards now. United Way YLS Board Public Relations Chair, Walk Bike Nashville: Families for Safe Streets Advisory Committee

Municipal Boards / Committees on which you currently serve:

La Vergne Housing Authority
La Vergne Parks & Recreation Advisory Committee

Municipal Boards / Committees on which you have previously served:

La Vergne Housing Authority
La Vergne Parks & Recreation Advisory Committee
La Vergne Historical Preservation Advisory Committee

If you are appointed, will you have any potential conflict of interest? ☒ YES ☐ NO

If YES, what is the conflict?

I will have to give up one my other Advisory Committee stops up. I would like to resign from the Historical Preservation Advisory Committee

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I have been voluntary at the Senior Citizen for several months now and would like to be on the board to help make decisions for the seniors.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Eugene Spears		35	
2	Sharon Seibert		6	
3	Valerie Franklin		8	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an “at will” nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: _____

Date: 04/24/2024

Please attach your resume. Thank you for your willingness to serve.



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M E M O

DATE: APRIL 25, 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, May 2, 2023, I will remove this item from the agenda.



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DATE: APRIL 25, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: GREENWAY ADVISORY COMMITTEE

Greenway Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Kara Hobbs - Chairman (BOMA)	December 2022	Term of Office
Leslie Ballard	November 2019	January 31, 2024
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2023
Jim Hesemann	February 2023	December 31, 2026
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2023

The terms for Laura Davidson and Mary Jane Skinner will expire at the end of May. We will contact them to see if they wish to remain on this committee. We will also advertise these positions on Channel 3 and Social Media. This will not be on the agenda for Tuesday's meeting. This is for informational purposes only.



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M E M O

DATE: APRIL 25, 2022

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - PARKS & RECREATION ADVISORY COMMITTEE

Parks & Recreation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2023
Rick Autery	December 2022	May 31, 2023
Laura Davidson	March 2021	January 31, 2025
Jodi Espinoza	February 2022	December 31, 2025
Chuck Isbell	November 2021	December 31, 2026
Jiles Perry	March 2021	January 31, 2025

The terms for Felicia Anderson and Rick Autery will expire at the end of May. We will contact them to see if they want to stay on this committee. We will also advertise these positions on Channel 3 and Social Media. This will not be on the agenda for Tuesday's meeting. This is for informational purposes only.