

WORKSHOP AGENDA

Board of Mayor and Aldermen

June 1, 2023 @ 6:30 PM

For the June 6, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: May 2, 2023 Regular Meeting, May 8, 2023 Public Hearing and May 8, 2023 Special Meeting.
2. Presentations:
 - A. Fire Department - Badge Pinning Ceremony. (Workshop only.)
 - B. La Vergne Public Library - Summer Reading Program. (Workshop only.)
 - C. Police Department - Chief's Awards. (Workshop 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. 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. A public hearing will be held on Tuesday, June 6, 2023 at 6:30 p.m.)
5. Second 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. (A public hearing will be held on Tuesday, June 6, 2023 at 6:30 p.m.)

6. Second Reading - **Ordinance #2023-12** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.
7. Second Reading - **Ordinance #2023-13** - 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. Ratify the Emergency Purchase of Replacement Pumps and an External Bypass Pump for the Interstate Sewer Pump Station.
 - B. Approve the Renewal of the Property and Crime, Liability and Workers Compensation Insurance Package for Fiscal Year 2023-2024 with Public Entity Partners.
 - C. Approve Change Order #3 for the Industrial Boulevard Sewer Project.
 - D. Approve Supplement #2 to Railroad Agreement with TDOT for the Stones River Railroad Crossing Improvements.
 - E. Ratify the Approval of a Grant Contract with the State of Tennessee Department of Environment and Conservation for Three Non-Collaborative Drinking Water Projects for the Water Infrastructure Investment Plan Using the State of Tennessee American Rescue Plan Fiscal Recovery Funds.
 - F. Approve Change Order #1 - Johnson + Bailey Architects - New Fire Station 41.
 - G. Approve Annual Contract with TDOT for the Maintenance of Murfreesboro Road.

NEW BUSINESS

9. First Reading - **Ordinance #2023-14** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17E, Group B, Parcel 22, Consisting of Approximately 1.16 Acres, Located at 392 Old Nashville Highway, From a R-1 (Low Density Residential Zoning District to a C-3 (Neighborhood Service Business District) Zoning District. (This received an unfavorable recommendation from the Planning Commission on April 25, 2023. A public hearing will be held on Tuesday, June 6, 2023 at 6:30 p.m.)
10. First Reading - **Ordinance #2023-15** - An Ordinance to Amend the La Vergne Municipal Code Regarding the Order of Business and Public Comment Periods at Meetings.
11. **Resolution #2023-13** - A Resolution of the City of La Vergne to Appropriate Funds to Nonprofit Organizations for Fiscal Year 2023-2024.
12. **Resolution #2023-14** - A Resolution to Amend the Employee Handbook.

13. Motion to Award the Bid for the Construction of the Public Works and Community Development Services Facility.
14. Appoint or Remove Board / Committee Members:
 - A. Beautification and Arts Advisory Committee. (Remove one member.)
 - B. Greenway Advisory Committee. (Two terms expired 5/31/2023.)
 - C. Historical Preservation Advisory Committee. (One term is vacant.)
 - D. La Vergne Industrial Development Board. (One term is vacant.)
 - E. Parks & Recreation Advisory Committee. (Two terms expired 5/31/2023.)
 - F. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
 - G. FYI - Economic Development Advisory Committee. (Three terms expire 6/30/23.)

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 MAY 2, 2023 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The May 2, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

A prayer was led by Pastor Troy Powell. The Pledge of Allegiance was led by Vice-Mayor Noe.

ORDER OF BUSINESS

1. Approve Minutes: April 4, 2023 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the April 4, 2023 regular meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Presentations:

A. Life Saving Award. Mayor Cole presented a Life Saving Award to Metro-Nashville Detective, Michael Collazo, for his actions to save innocent lives during the Covenant School shooting in March 2023.

3. Department Reports:

A. Police Department. Captain Konrad Kaul 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. Public Works Director Michael Dietz approached the podium to field questions from the Board, regarding the sanitary survey. Mr. Dietz explained the impressive score the City received.

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.)

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to defer Ordinance #2023-06, was adopted following a roll-call vote.

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

5. Second Reading - Ordinance #2023-07 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

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

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

6. Second 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 on second reading, was adopted following a roll-call vote.

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

7. Second Reading - Ordinance #2023-09 - An Ordinance to Amend the Fiscal Year 2022-2023 Stormwater Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2023-09 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

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

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

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

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

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.)**

A motion was made by Mayor Cole, seconded by Alderman Haas, to defer Ordinance #2023-10.

Vice-Mayor Noe asked about the deferral. Mayor Cole explained the advertisement did not get published for the Public Hearing, due to an error at the newspaper publisher.

The motion was adopted, following a roll-call vote.

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

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.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Waldron, to approve Ordinance #2023-11 on first reading.

Alderman Waldron made comments about County Commissioner Hope Oliver being available at the meeting for any questions. He thanked her for coming. He also made comments about the budget, current litigations, and capital improvement projects.

The motion was adopted, following a roll-call vote.

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

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

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-12 on first reading, was adopted following a roll-call vote.

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

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

A motion was made by Alderman Haas, seconded by Mayor Cole, to approve Ordinance #2023-13 on first reading, was adopted following a roll-call vote.

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

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.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2023-12, was adopted following a roll-call vote.

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

14. Approve Services Agreement with Kim Radford to Paint a Mural on City Hall.

A motion was made by Alderman Hobbs, seconded by Alderman Waldron, to approve the service agreement with Kim Radford to paint a mural on City Hall.

Alderman Waldron made comments about the grant money and maintenance of the mural.

The motion was approved following a roll-call vote.

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

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

A motion was made by Vice-Mayor Noe, seconded by Alderman Waldron, to approve a venue rental agreement with The View at Fountains.

Alderman Waldron made comments about the venue.

The motion was adopted following a roll-call vote.

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

16. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. Mayor Cole reappointed Tabitha Howard to the Beautification and Arts Advisory Committee. The Board confirmed the appointment with all voting AYE, except Alderman Waldron who ABSTAINED.

B. Senior Citizens Advisory Committee. Mayor reappointed Anthony Honeycutt and Roger French to the Senior Citizens Advisory Committee. The Board confirmed the appointments with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked City Planner Bo Logan to explain the zoning ordinance meeting signs around the city.

Mr. Logan approached the podium and explained the signs and the new proposed zoning ordinance. He made comments about Old Nashville Highway and reminded everyone about the community meetings at the end of the month.

Alderman Waldron thanked Hope Oliver for coming. He made comments about the mural,

the budget, and the road projects. He spoke about Nashville's budget and reminded everyone to check on their pets and the elderly.

Alderman Hobbs encouraged the citizens to attend the zoning community meetings May 22–26, 2023. She made comments about the Police Chief search and explained her concerns about the hire and fire authority. She stated that she requested to add the item to the agenda but it was removed.

Alderman Haas thanked everyone for coming to the Senior Center yard sale.

Vice-Mayor Noe made comments about the Police Department and Detective Collazo. He thanked our Police and the Detective for their bravery.

Mayor Cole reminded everyone about the Special Meeting on May 8, 2023, at 6:00 p.m., regarding the FEMA flood zone. He thanked the community for the support of the loss of Lt. Bob Hayes who recently passed. He reminded everyone about the community zoning ordinance meetings coming up. He stated that the City would be doing a special census soon. He also invited everyone to the Block Party on May 13, 2023. He thanked Detective Collazo for his bravery.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:45 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON MAY 8, 2023 AT LA VERGNE
CITY HALL, LA VERGNE, TENNESSEE.**

Call to Order

The May 8, 2023 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. **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.)**

No one spoke. The public hearing was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:01 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON MAY 8, 2023 AT LA VERGNE
CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The May 8, 2023 special meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:01 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. **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.)**

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

Alderman Waldron	PASS
Alderman Hobbs	YEA
Alderman Haas	YEA
Vice-Mayor Noe	YES
Mayor Cole	AYE

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:02 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 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. A public hearing will be held on Tuesday, June 6, 2023 at 6:30 p.m.)

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.

A public hearing will be held on June 6, 2023 at 6:30 p.m. for this item.

Financial Summary:

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

Staff Recommendation:

Staff does not typically give recommendations on 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
(Mail, E-Mail, Phone)

City: Nolensville State: TN Zip: 37135

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

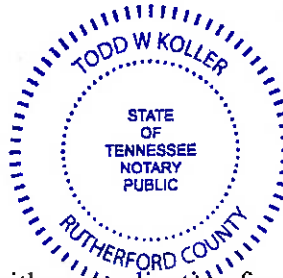
I hereby certify that Bola Gabriel & Mariam Giger is the owner of the property located at 252 Hollendale Road, La Vergne, TN, 37086 which is the subject of this application, and that I, _____, in my capacity as _____, am authorized to sign this application on behalf of the owner.

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

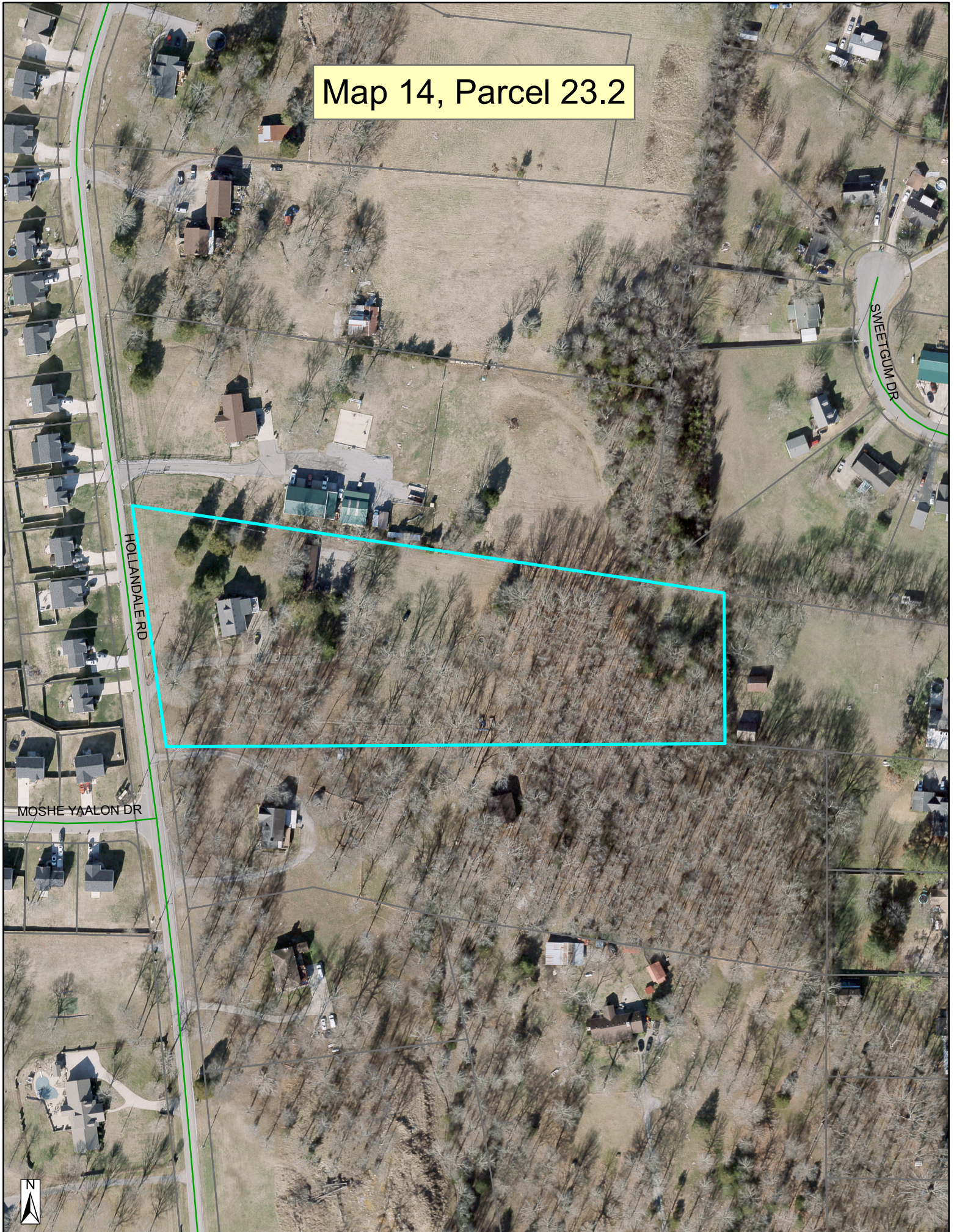


Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification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

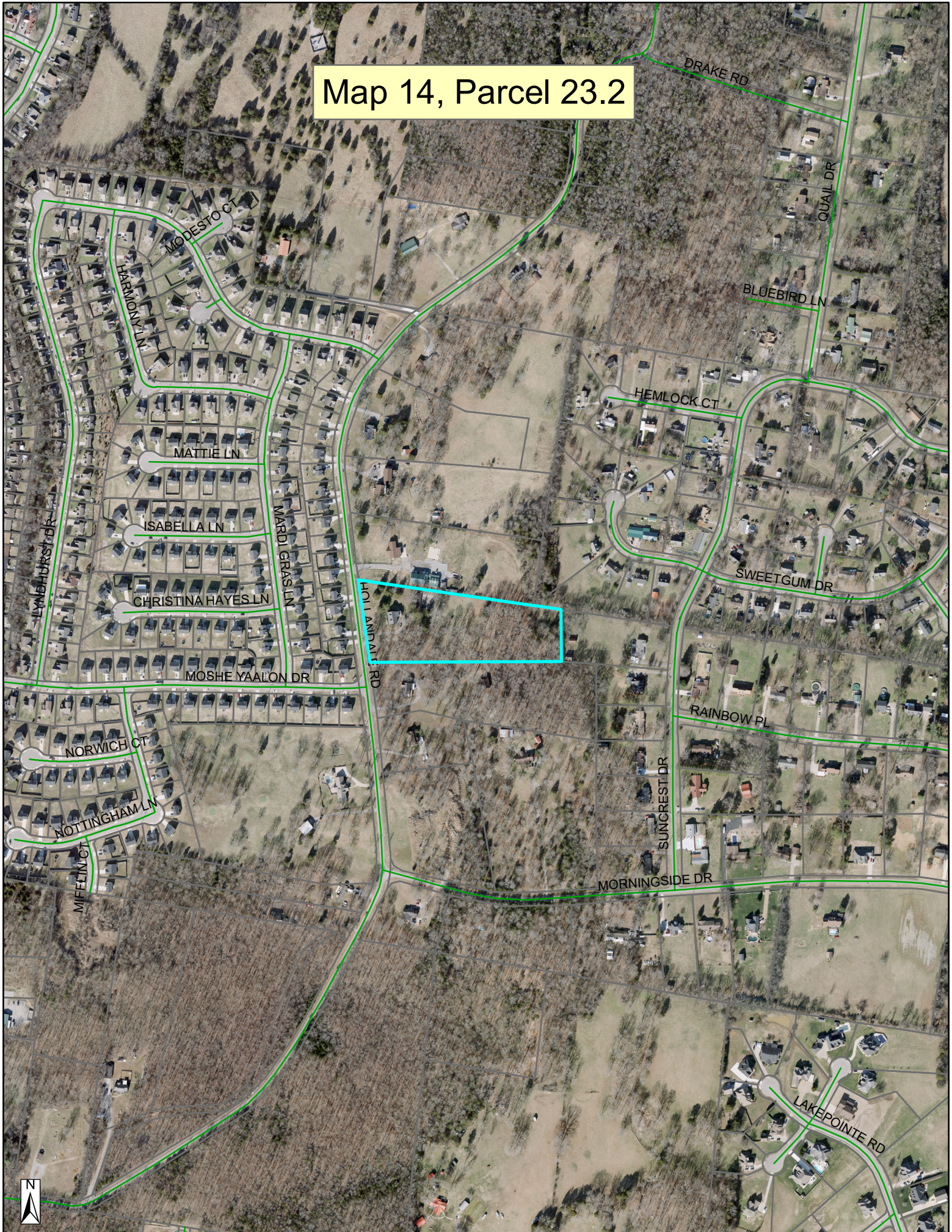
T-W-K
Notary Signature

1-30-23
Date

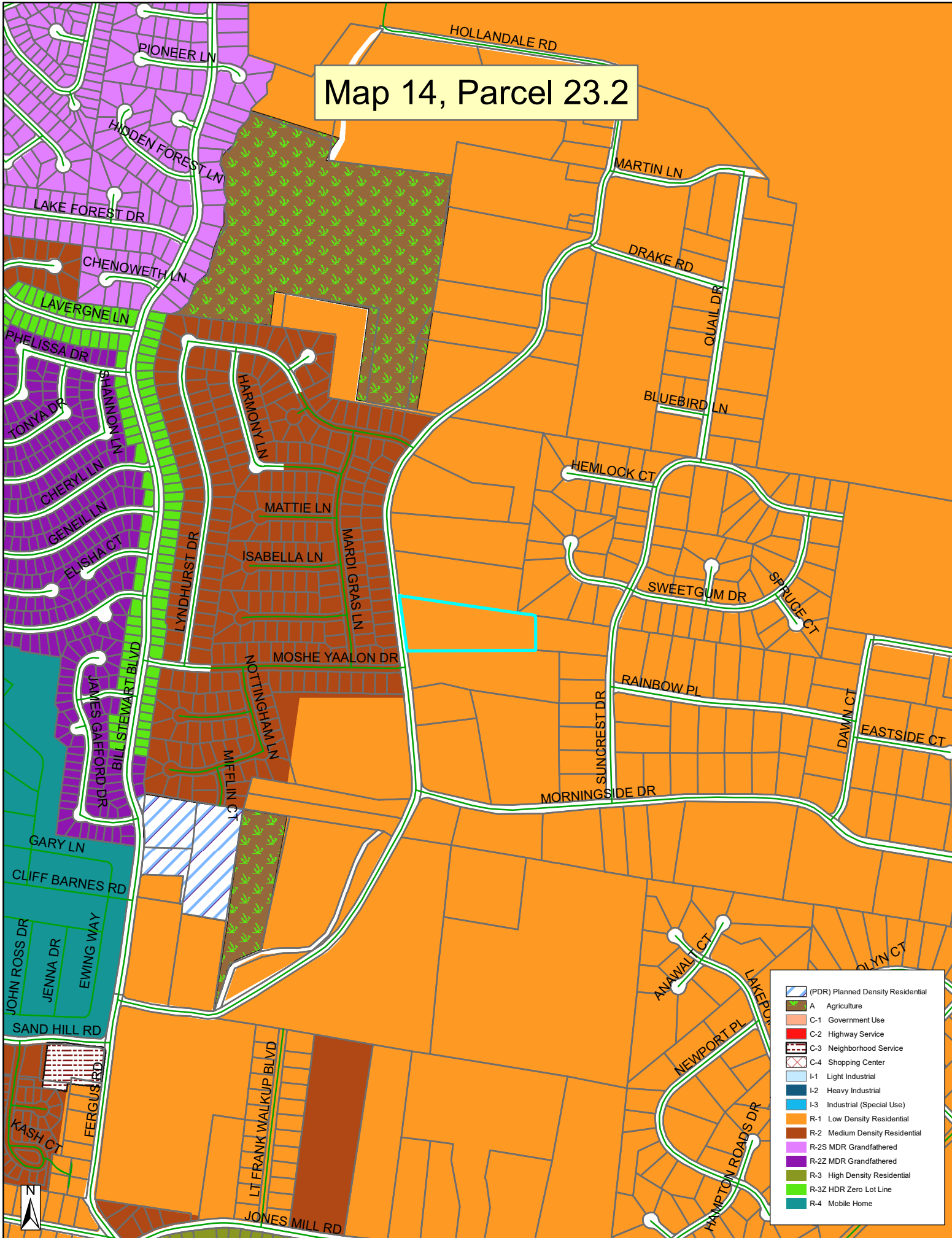
Map 14, Parcel 23.2



Map 14, Parcel 23.2



Map 14, Parcel 23.2







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

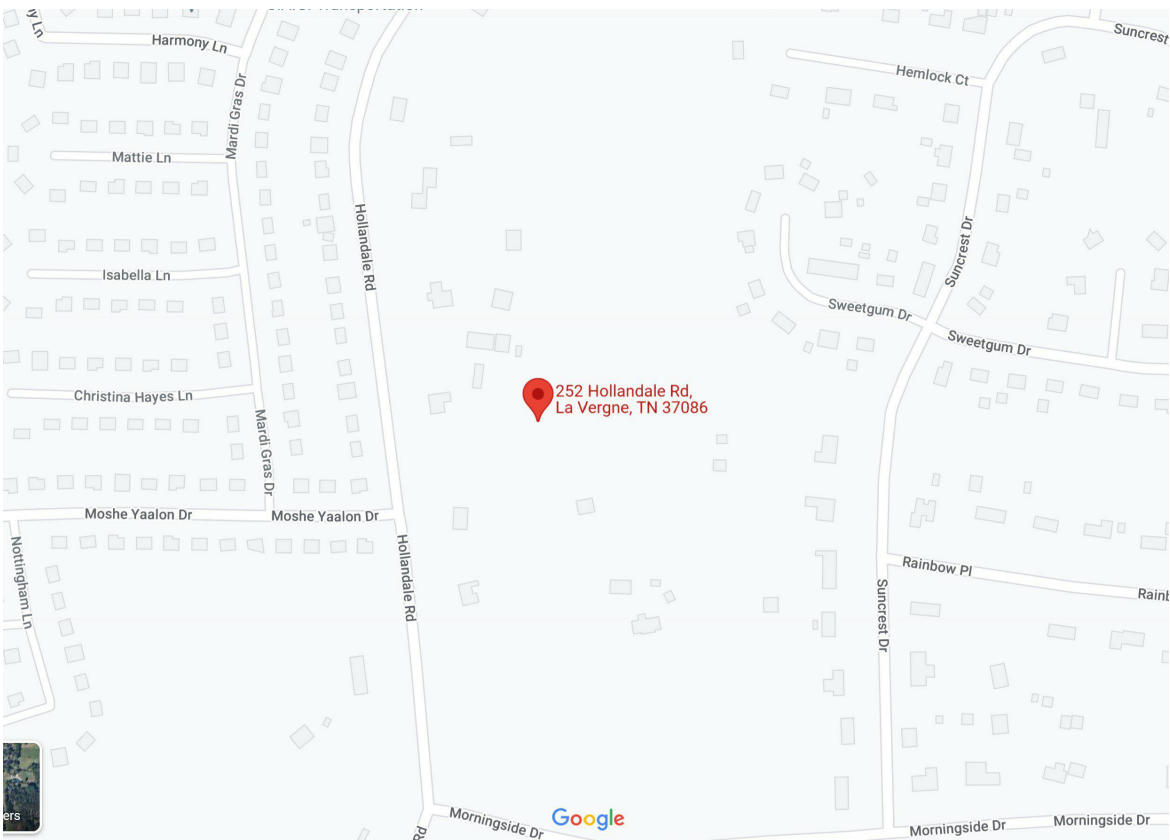
EXISTING ZONING R-1

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

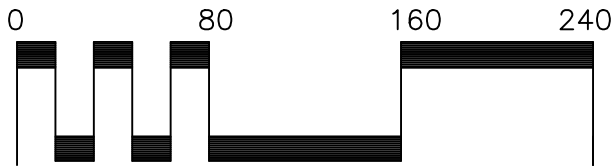
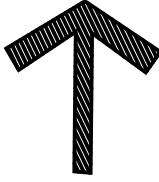
SCALE: AS NOTED

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: June 1, 2023

Item Title: Second 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. (A public hearing will be held on Tuesday, June 6, 2023 at 6:30 p.m.)

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. A public hearing will be held on 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	\$ 31,679,474
Total Revenue	\$ 26,398,754	\$ 34,894,873	\$ 63,064,438
Beginning Fund Balance	\$ 32,852,162	\$ 57,249,605	\$ 53,903,596
Total Available Funds	\$ 57,249,605	\$ 53,903,596	\$ 22,771,122

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	\$ 26,062,717
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	\$ 63,064,438

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 Tennessee



Fiscal Year 2023-2024 Proposed Budget

City of La Vergne, Tennessee

Board of Mayor and Aldermen



Jason Cole
Mayor



Steve Noe
Vice-Mayor



Carol Haas
Alderman



Kara Hobbs
Alderman



Dennis Waldron
Alderman

City Officials and Department Heads

Evan Cope - City Attorney

William Cartwright - City Judge

Bruce Richardson - City Administrator / City Recorder

Kyle Brown - Assistant City Administrator

Ronny Beasley - Fire

Donna Bebout - Library

Thomas Broeker - Econ. Development

Michael Dietz - Public Works

Glenn Green - Information Technology

Brent Hatcher - Police

Bo Logan - Planning

David McGowen - Parks & Recreation

Andrew Patton - Human Resources

Randolph Salyers - Codes

Tonya Williams - Finance

PROPOSED BUDGET ORDINANCE

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.

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Federal Government	\$ 115,698	\$ 296,197	\$ 30,000
Other Sources	\$ 50	\$ 51	\$ 50
Transfer To/From Fund Balance	\$ (112,225)	\$ (290,229)	\$ (20,020)
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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
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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
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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	\$ 26,062,717
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	\$ 63,064,438

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 _____.

LINE ITEM BUDGET

GENERAL FUND

GENERAL FUND REVENUES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
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TAXES					
31100	Property Taxes (Current)	8,064,895	8,457,182	8,400,000	8,600,000
31211	Property Tax Delinquent - 1st	81,501	60,977	40,000	40,000
31212	Property Tax Delinquent - 2nd	43,975	23,469	25,000	25,000
31213	Property Tax Delinquent - 3rd	23,883	15,507	5,000	5,000
31214	Property Tax Delinquent - 4th	7,807	11,432	3,000	3,000
31215	Property Tax Delinquent - 5th	372	1,607	500	500
31216	Property Tax Delinquent - 6th	424	940	500	500
31217	Property Tax Delinquent - 7th	398	358	200	200
31218	Property Tax Delinquent - 8th	403	139	100	100
31219	Property Tax Delinquent - Prior Years	306	206	100	100
31300	Int, Penalty, and Court Cost	41,893	38,690	30,000	35,000
31510	Payments in Lieu of Taxes - Utilities	230,192	197,584	210,000	200,000
31511	Payments in Lieu of Taxes - TVA	437,265	444,106	435,000	440,000
31610	Local Sales Tax	12,582,033	14,375,258	12,000,000	14,500,000
31700	Wholesale Alcoholic Bev Tax - Beer Privilege	4,270	4,527	3,500	4,000
31710	Wholesale Beer Tax - 17%	576,050	606,743	540,000	560,000
31720	Wholesale Liquor Tax 5% Mo. Ins.	282,569	292,140	230,000	270,000
31800	Business Tax	1,526,299	1,543,248	1,250,000	1,500,000
31801	Business License and Permits	5,175	3,945	3,000	3,000
31912	Cable TV Franchise Tax Comcast	265,486	263,132	265,000	260,000
31913	Cable TV Franchise Tax AT&T	5,926	4,347	5,500	4,500
31914	Cable TV Franchise Tax Tennessee Telephone	85,645	74,452	85,000	75,000
31920	Room Occupancy Tax		11,397		12,000
31921	Hotel/Motel Tax	81,992	106,318	85,000	90,000
	Total Taxes	24,348,759	26,537,704	23,616,400	26,627,900

PERMITS					
32210	Beer License Application Fees	1,533	1,000	500	500
32220	Liquor License Application Fees	500		500	500
32230	Liquor License - Priv Tax - Restaurant	2,600		1,000	200
32610	Building Permits	359,491	330,405	275,000	300,000
32630	Plumbing Permits	37,493	32,672	20,000	20,000
32635	Mechanical Permits	24,763	28,951	20,000	11,000
32670	Plans Review Fees	95,461	124,451	85,000	65,000
32680	Inspection fees	125		500	200
32690	Other Permits and Renewal Fees	24,914	161,118	25,000	25,000
	Total Permits	546,880	678,596	427,500	422,400

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
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STATE REVENUES

33161	FEMA Grant	2,735	1,094		
33179	OJP Vest Grant	5,909	2,626	5,000	7,800
33291	Other Federal - DEA - POL OT	12,978	16,015	12,000	5,000
33292	Federal Grant - Wage Reimbursement	537,285			
33293	Federal Grant - ARPA - 2021		507,207		
33418	Jag Grant Revenue	59,357	1,412		
33429	State Grant - FIRE Training Reimbursement	36,000	38,400	40,000	40,000
33430	State Grant - POLICE Training Reimbursement	44,000	44,000	46,000	46,000
33440	State Grant - Capital, Road, Public Safety	820,470	405,763		
33441	State Grant	750			287,844
33450	State Grant - TEMA	192,937	198		
33461	State Grant - Gov Local Grant - COVID-19	8,468			
33510	State Sales Tax	3,676,654	4,380,813	3,500,000	4,000,000
33515	State Gambling Tax	4,436	46,148	25,000	30,000
33520	State Income Tax	12,914	5,280	5,000	3,000
33530	State Beer Tax	16,293	17,686	15,000	15,000
33540	State Alcoholic Beverage Tax	17,399	19,378	16,000	17,000
33553	State Gasoline Inspection Fee	68,322	70,756	66,000	68,000
33555	State Street Contract Maintenance - TDOT	4,221	4,221	4,220	4,220
	Total State Revenues	5,521,128	5,560,996	3,734,220	4,523,864

RECREATION

33721	Local Grant - Fire Dept	5,000			
33730	Local Grant - PEP		5,000		5,000
33731	Local Grant - PEP Drivers/Safety Grant		1,465	3,000	3,000
34120	Fees & Commissions	1,742	5,291	1,500	1,500
34718	Police Security Services	481	19,533	1,000	1,000
34731	Veterans Memorial Wall	530	424	500	500
34741	League Fees	2,870	16,950	14,000	8,000
34744	Recreation Fees	4,650	5,415	2,500	3,000
34746	Field Rentals	4,850	5,900	4,000	3,000
34748	Rental - Multi Purpose Bldg	11,760	14,090	7,000	9,000
	Total Recreation	31,883	74,068	33,500	34,000

LIBRARY

33110	Community Development Grant				7,000
34761	Library - Fines & Penalties			100	
34762	Library - Donations & Gifts	35	17	100	100
34764	Copies	690	254	200	200
34765	Fax	584	260	500	100
34768	Lost Books	72	45	50	
34769	Lost Cards	35			
34775	Sale of Miscellaneous items	10	5		
34801	Revenue - Children's Programs	41	67	50	50
	Total Library	1,467	647	1,000	7,450

CITY OF LA VERGNE - FUND 110 - REVENUES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
COURT FINES					
35110	City Court Fines & Costs	131,730	179,436	125,000	180,000
35111	Court Fines - Rutherford County	42,784	51,131	40,000	40,000
35112	Court Fines - State of Tennessee	1,575	2,030	2,500	3,000
35114	Fees - E-Citation \$1	1,132	1,683	900	1,600
35115	Fees - E-Citation \$4	4,529	6,729	3,600	5,000
35132	DUI Impound Fees	180	90	200	100
35151	Sex Offender Registry Fees	4,650	150	3,500	3,500
	Total Court Fines	186,580	241,248	175,700	233,200
OTHER REVENUES					
36100	Interest Earnings	3,845	5,416	4,000	3,500
36101	Interest Earnings-Bond Account		1,360	500	1,000
36212	Rent SBA/Clearwire - Fire Station	1,500	18,000	18,000	18,000
36350	Insurance Recoveries	185,220	66,113	20,000	20,000
36510	Sale of General Items	476	1,028	1,500	1,500
36520	Sale of Fixed Assets	10,255	11,878	1,500	1,500
36521	Sale of Police Supplies	0	11,761	1,500	1,500
36523	Sale of Police Fixed Assets	0	13,301	1,500	1,500
36531	Sale of Highway & Streets Supplies	15,407	4,738		
36534	Sale of Highway & Streets Fixed Assets	2,096			
36691	Grant - THDA	109,262			
36705	Grant - GHSO	11,472	10,866	8,000	10,000
36714	Contributions Parks & Rec-Howl @ the Moon, misc		3,970	1,000	2,000
36725	Contributions & Donations-Police K-9	3,000			
36726	Contributions Old Timers Festival	15,777	17,577	15,000	10,000
36730	Contributions Fire Dept	75	250	300	150
36734	Fire Training Revenue		490		
36900	Other Financing Sources	54,851	28,617	10,000	12,000
36907	Windstream/Verizon License ROW	1,000	1,000	1,000	500
36920	Sale of Bonds or Leases	0	17,505,084		
37840	Prior Year Surplus-Carryover items			1,331,180	11,799,611
37840	Prior Year Surplus-New items			2,848,736	22,256,891
37840	Current Year Surplus				(2,924,028)
37497	Recycling Revenue	1,557	1,489		
	Total Other Revenues	415,793	17,702,938	4,263,716	31,215,624
	Total Revenues	31,052,490	50,796,198	32,252,036	63,064,438

GENERAL FUND EXPENDITURES

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41110	Legislative Board				
111	Wages-Salaried	28,936	29,400	29,400	29,400
141	Fica - Employer Share	2,201	2,204	2,248	2,248
142	Health Insurance	88,952	92,756	102,008	79,904
148	Employee Education & Training	210	210		
235	Membership, Registration Fees, Tuition	14,800	14,659	14,300	14,300
280	Travel	22	55	300	300
287	Per Diem, Mileage Reimbursement	28	484	500	500
310	Office Supplies & Materials	458	363	500	500
320	Operating Supplies			300	300
323	Food	2,008	4,057	2,000	3,000
326	Clothing & Uniforms	1,024	532	1,000	500
378	Planning Retreat				15,000
331	Gas, Oil, Diesel, etc.	64		400	400
	Total Legislative Board	138,703	144,720	152,956	146,352

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41200	Judicial				
111	Wages-Salaried	90,000	108,000	116,300	116,300
141	Fica - Employer Share	6,888	8,268	8,897	8,897
142	Health Insurance	20,856	42,576	46,814	49,099
143	Retirement 401 - City Share			5,234	
148	Employee Education & Training			750	750
235	Membership, Registration Fees, Tuition			700	700
252	Legal Services	36,266	47,647	40,000	50,000
259	Other Professional Services		375	500	500
280	Travel			1,300	1,300
	Total Judicial	154,010	206,866	220,495	227,546

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41210	City Court				
121	Wages-Hourly	58,485	57,971	90,936	93,662
122	Wages-Overtime	59	58	800	800
134	Longevity	390	0	790	840
136	ARPA Premium		2,500		
141	Fica - Employer Share	4,709	4,302	7,078	7,290
142	Health Insurance	24,960	42,158	46,611	35,334
143	Retirement - 401 City Match	2,779	989	4,163	4,288
144	Retirement - 457 City Match				3,336
148	Employee Education & Training			200	200
211	Postage			100	100
259	Other Professional Services		302		
260	Repair & Maintenance Service	5,857	5,938	7,100	7,500
280	Travel		141	100	100
310	Office Supplies & Materials	781	1,644	2,000	2,000
312	Small Items of Equipment			100	100
326	Clothing & Uniforms	68	248	100	100
533	Machinery & Equipment Rental	215	2,580		
	Total City Court	98,303	118,831	160,078	155,650

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41340	City Administrator				
111	Wages-Salaried	253,227	283,033	321,251	375,091
129	Other Wages	(124,310)	(135,140)	(164,141)	(169,065)
134	Longevity	1,440	1,440	1,440	1,440
136	ARPA Premium		5,000		
141	Fica - Employer Share	19,570	21,401	24,686	28,805
142	Health Insurance	41,450	43,861	48,454	51,089
143	Retirement - 401 City Match	11,393	11,916	14,521	16,944
144	Retirement - 457 City Match				13,178
148	Employee Education & Training	935	1,100	2,500	2,500
211	Postage	2		300	300
235	Membership, Registration Fees, Tuition	2,028	2,118	3,500	3,000
259	Other Professional Services	700	4,480	10,000	10,000
280	Travel			1,000	1,000
287	Per Diem, Mileage Reimbursement	65	1,073	1,000	500
310	Office Supplies & Materials	291	1,595	2,000	2,000
326	Clothing & Uniforms	534	397	500	500
331	Gas Oil & Fuel	1,560	3,066	2,000	3,000
533	Machinery & Equipment Rental	1,346	1,199	1,300	1,300
	Total City Administrator	210,231	246,540	270,311	341,582

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41510	City Recorder				
121	Wages-Hourly	67,600	97,416	107,752	161,289
122	Wages-Overtime	35		1,000	1,000
134	Longevity		340	540	710
136	ARPA Premium		5,000		
141	Fica - Employer Share	4,908	7,736	8,361	12,394
142	Health Insurance	17,642	42,442	46,746	73,536
143	Retirement - 401 City Match	994	4,666	4,918	7,290
144	Retirement - 457 City Match				5,670
148	Employee Education & Training	595	455	1,000	500
211	Postage	576	100	500	500
231	Publication of Formal & Legal Notices	3,399	4,902	4,500	4,500
235	Membership, Registration Fees, Tuition		9	300	300
259	Other Professional Services	580	1,426	1,500	7,500
260	Repair & Maintenance Service				17,600
280	Travel			100	100
310	Office Supplies & Materials	2,134	509	2,000	2,000
312	Small Items of Equipment	1,461		500	500
326	Clothing & Uniforms		88	100	100
533	Machinery & Equipment Rental	2,946		2,600	2,600
	Total City Recorder	102,870	165,088	182,417	298,089

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41592	Finance/Tax Administration				
111	Wages-Salaried	169,447	187,023	307,194	120,301
121	Wages-Hourly	255,210	265,242	311,044	375,859
122	Wages-Overtime	126	442	2,300	2,600
129	Other Wages	(217,895)	(227,936)	(280,176)	(288,581)
132	Bonus Pay			3,296	1,648
134	Longevity	4,110	4,140	4,160	3,210
136	ARPA Premium		17,500		
141	Fica - Employer Share	32,050	36,038	48,042	38,528
142	Health Insurance	131,568	135,189	161,883	170,900
143	Retirement - 401 City Match	18,618	20,825	28,260	22,663
144	Retirement - 457 City Match				17,626
148	Employee Education & Training	75		1,200	600
211	Postage	6,693	6,523	8,500	8,500
221	Printing, Stationery, Envelopes			1,000	500
231	Publication of Formal & Legal Notices	924		1,200	1,200
235	Membership, Registration Fees, Tuition	1,075	1,295	900	500
253	Accounting & Auditing Services	15,975	18,560	18,000	25,000
259	Other Professional Services	6,255	4,136	316,005	110,000
260	Repair & Maintenance Service	26,853	38,532	32,100	35,000
280	Travel			150	150
287	Per Diem, Mileage Reimbursement			100	100
310	Office Supplies & Materials	3,806	6,705	4,900	4,900
312	Small Items of Equipment	1,566	454	1,500	1,500
320	Operating Supplies	931	421	500	500
326	Clothing & Uniforms	149	28	350	350
401	Tax Relief	9,117	8,986	10,000	10,000
533	Machinery & Equipment Rental	1,165	280	1,100	500
555	Bank Service Charges	428	295	500	500
948	Computer Equipment			5,000	
	Total Finance	468,246	524,678	989,008	664,554

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41650	Human Resource				
111	Wages-Salaried	69,647	154,364	160,059	177,745
121	Wages-Hourly	101,082	104,777	75,695	127,192
122	Wages-Overtime	0	480	500	500
129	Other Wages	(121,940)	(115,749)	(138,308)	(142,458)
134	Longevity	760	440	530	580
135	Employee Relations	11,550	13,574	26,000	15,000
136	ARPA Premium		7,500		
141	Fica - Employer Share	13,046	20,238	18,114	23,409
142	Health Insurance	49,384	73,296	80,718	97,236
143	Retirement - 401 City Match	5,843	5,347	10,655	13,771
144	Retirement - 457 City Match				10,711
147	Unemployment Insurance	5,063	344		
148	Employee Education & Training	12,964	14,888	15,000	33,000
211	Postage	394	190	400	400
221	Printing, Stationery, Envelopes	68	3,684	200	4,000
231	Publication of Formal & Legal Notices		389	200	300
235	Membership, Registration Fees, Tuition	1,140	2,913	1,500	2,000
237	Advertising		77	2,500	2,000
259	Other Professional Services	46,940	97,524	113,000	120,000
260	Repair & Maintenance Service		73		
280	Travel	205	2,411	4,500	4,500
287	Per Diem, Mileage Reimbursement	0	747	400	1,200
310	Office Supplies & Materials	2,715	6,942	2,500	2,500
320	Operating Supplies	53	2,169	1,000	1,000
323	Food	244	1,584	200	200
326	Clothing & Uniforms	119	265	200	200
376	Employee Relations - Thanksgiving				7,000
377	Employee Relations - Holiday				20,000
948	Computer Equipment			131,400	150,611
	Total Human Resource	199,277	398,465	506,963	672,597

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41670	Engineering				
111	Wages-Salaried	89,313	40,859	101,246	117,319
121	Wages-Hourly	174,906	207,919	259,688	251,267
122	Wages-Overtime		21	2,000	2,000
128	Other Wages			(41,348)	(42,588)
129	Other Wages	(141,446)	(137,692)	(204,998)	(211,148)
132	Bonus Pay				2,129
134	Longevity	2,280	2,380	2,500	1,750
136	ARPA Premium		10,000		
141	Fica - Employer Share	20,218	20,205	27,956	28,646
142	Health Insurance	71,664	95,069	104,661	109,787
143	Retirement - 401 City Match	11,576	10,873	16,445	16,851
144	Retirement - 457 City Match				13,106
148	Employee Education & Training	412	664	1,200	1,200
211	Postage	10	1	100	100
235	Membership, Registration Fees, Tuition	1,956		1,500	1,500
241	Electric	5,319	5,845	5,000	6,000
242	Water		133	100	200
259	Other Professional Services	700	9,925	20,000	10,000
260	Repair & Maintenance Service			1,000	1,000
280	Travel		438	500	500
287	Per Diem, Mileage Reimbursement	156	99	300	300
310	Office Supplies & Materials	293	314	1,500	1,500
312	Small Items of Equipment	854		2,000	2,000
320	Operating Supplies	792	2,349	3,000	3,000
323	Food			400	400
324	Janitorial Supplies	82	162	300	300
326	Clothing & Uniforms	2,000	1,801	2,500	2,000
331	Gas, Oil, Diesel, etc.	1,767	3,437	2,500	2,750
533	Machinery & Equipment Rental			1,000	1,000
	Total Engineering	242,852	274,800	311,050	322,869

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41680	Information Technology				
111	Wages-Salaried	146,263	164,118	187,826	205,263
121	Wages-Hourly	57,274	62,871	122,542	139,946
129	Other Wages	(115,484)	(122,587)	(167,336)	(172,356)
134	Longevity	1,360	1,510	1,680	1,830
136	ARPA Premium		7,500		
141	Fica - Employer Share	15,560	17,899	23,872	26,548
142	Health Insurance	42,524	62,028	68,379	58,348
143	Retirement - 401 City Match	6,251	7,092	14,042	15,616
144	Retirement - 457 City Match				12,146
211	Postage	24		50	50
231	Publication of Formal & Legal Notices			200	200
233	Subscriptions to Newspapers & Periodicals	14,826	8,754	500	500
235	Membership, Registration Fees, Tuition	13,010	18,245	16,500	16,500
245	Telephone & Cell Phones	213,326	226,595	210,000	212,000
259	Other Professional Services	6,620	586		
260	Repair & Maintenance Service	17,220	70,947	127,022	130,000
310	Office Supplies & Materials	223	208	1,000	1,000
312	Small Items of Equipment	44,708	37,591	40,000	50,000
320	Operating Supplies	2,678	118	5,000	3,000
326	Clothing & Uniforms	338	322	500	800
331	Gas, Oil, Diesel, etc.	108	183	200	220
346	Communication Maintenance	31,248	31,248	35,000	48,000
930	Improvements other than Building	193,467	380,392		
948	Computer Equipment	129,684		55,500	
	Total Information Technology	821,227	975,619	742,477	749,611

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41700	Planning				
111	Wages-Salaried	61,698	67,941	78,747	88,197
129	Other Wages			41,348	42,588
134	Longevity	220	270	320	370
136	ARPA Premium		2,500		
141	Fica - Employer Share	4,569	5,160	6,049	6,775
142	Health Insurance	20,856	23,805	23,571	24,790
143	Retirement - 401 City Match		128	3,558	3,986
144	Retirement - 457 City Match				3,100
148	Employee Education & Training			1,000	1,000
211	Postage			100	100
233	Subscriptions to Newspapers & Periodicals		42	100	100
235	Membership, Registration Fees, Tuition	10,437	11,577	11,000	11,500
259	Other Professional Services	28,978	44,187		
280	Travel		645	500	500
287	Per Diem, Mileage Reimbursement		35	100	100
310	Office Supplies & Materials	98	76	300	300
323	Food	1,636	2,583	1,600	1,800
326	Clothing & Uniforms	278	560	250	600
331	Gas, Oil, Diesel, etc.	229	390	350	385
720	Grants/ Donations Other Institutions	23,996	25,481	26,000	26,000
944	Transportation Equipment	26,250			
	Total Planning	179,245	185,380	194,893	212,191

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41710	Codes Administration				
111	Wages-Salaried	82,095	90,033	102,198	108,417
121	Wages-Hourly	81,216	83,283	93,926	98,131
122	Wages-Overtime	3,060	4,302	3,000	3,000
126	Wages-Inspector	205,403	240,400	279,395	286,136
132	Bonus Pay				1,471
134	Longevity	3,010	3,310	3,510	3,510
136	ARPA Premium		20,000		
141	Fica - Employer Share	27,872	32,900	36,876	38,302
142	Health Insurance	123,360	158,322	174,406	183,033
143	Retirement - 401 City Match	7,328	9,086	21,691	22,531
144	Retirement - 457 City Match				17,524
148	Employee Education & Training	573	1,229	3,000	3,000
211	Postage	1,995	1,176	1,700	3,000
221	Printing, Stationery, Envelopes	389	299	400	400
235	Membership, Registration Fees, Tuition	100	1,880	1,200	1,200
241	Electric	5,319	5,845	5,000	6,000
242	Water		133	150	150
259	Other Professional Services	12,135	3,664	5,000	5,000
260	Repair & Maintenance Service	36,820	79,095	40,000	45,000
265	Repair & Maintenance Grounds	1,395	1,400	4,000	4,000
280	Travel	381	1,177	2,000	2,000
287	Per Diem, Mileage Reimbursement	407	102	400	400
310	Office Supplies & Materials	1,348	1,212	2,000	2,000
312	Small Items of Equipment	2,412	166	1,500	1,500
313	Books			500	500
320	Operating Supplies	887	541	1,800	1,500
324	Janitorial Supplies	82	162	400	400
326	Clothing & Uniforms	3,158	3,088	2,500	3,000
331	Gas, Oil, Diesel, etc.	2,308	3,356	3,500	3,850
365	Condemnation			10,000	10,000
944	Transportation Equipment	32,639			
	Total Codes Administration	635,692	746,161	800,052	854,955

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41810	City Hall				
221	Printing, Stationery, Envelopes	1,243	292	1,200	1,200
233	Subscriptions to Newspapers & Periodicals	531	1,478	700	700
241	Electric	19,268	16,507	24,000	24,000
242	Water	592	569	2,500	2,500
244	Gas	1,035	1,305	1,800	1,800
248	Communication Services-Comcast	462	2,536	1,500	2,500
259	Other Professional Services	4,617	6,477	5,000	5,000
260	Repair & Maintenance Service	11,061	37,591	15,000	15,000
266	Repair & Maintenance Building	14,281	10,576	10,000	15,000
310	Office Supplies & Materials	6,569	6,033	8,000	8,000
312	Small Items of Equipment	1,781	8,985	5,000	5,000
320	Operating Supplies	5,398	8,172	6,000	6,000
324	Janitorial Supplies	4,178	3,385	4,000	4,000
331	Gas, Oil, Diesel, etc.	159	104	250	250
348	Covid-19	7,069	39	5,000	
510	Insurance	397,301	429,819	430,000	435,000
533	Machinery & Equipment Rental	9,780	9,480	8,500	9,000
534	Nes Pole Fee	10,306	10,289	15,000	15,000
596	Property Taxes	1,350			
723	Grants/Donations Health Dept	4,000	4,000	4,000	4,000
910	Land				4,000,000
920	Buildings	295,401	85,175		8,250,000
939	Other Improvements	7,750			210,000
	Total City Hall	804,132	642,811	547,450	13,013,950

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
41920	Special Project - Census				
236	Public Relations			50,000	50,000
	Total Special Projects-Census			50,000	50,000

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42100	Police				
111	Wages-Salaried	88,754	160,614	304,121	384,469
121	Wages-Hourly	3,588,395	4,027,144	4,222,450	4,455,251
122	Wages-Overtime	316,871	285,217	516,090	516,000
123	Wages-Clerical	191,580	266,126	481,027	624,966
124	Wages-Dispatcher	319,248	359,330	571,551	625,827
128	Wages-Other (Pay Supplement from POST)	43,875	44,000	46,000	46,000
132	Bonus Pay		11,228	19,436	
134	Longevity	29,610	31,510	34,960	30,130
136	ARPA Premium		205,000		
138	Clothing Taxable Fringe	6,600	6,000	6,600	6,600
141	Fica - Employer Share	350,291	406,642	474,445	507,705
142	Health Insurance	1,324,896	1,766,880	1,906,590	2,000,240
143	Retirement - 401 City Match	158,884	180,331	276,732	298,642
144	Retirement - 457 City Match				232,290
147	Unemployment Insurance	1,100			
148	Employee Education & Training	38,650	54,089	55,000	44,000
211	Postage	927	835	1,100	1,100
221	Printing, Stationery, Envelopes	195	2,048	4,000	4,000
223	Publications	132	108	1,000	1,000
231	Publication of Formal & Legal Notices	210		2,000	2,000
234	Subscriptions	17,615	23,129	21,000	21,000
235	Membership, Registration Fees, Tuition	10,745	8,711	9,000	9,000
236	Public Relations/Recruitment	94	2,766	4,000	4,000
241	Electric	38,360	42,467	45,000	49,500
242	Water	3,028	3,276	1,500	4,000
244	Gas	1,200	3,826	2,000	2,200
248	Communication Services-Comcast	1,055	(206)	1,800	1,800
259	Other Professional Services	37,419	101,794	20,000	25,000
260	Repair & Maintenance Service	174,013	213,960	200,000	225,000
261	Repair & Maintenance Vehicles	11,543	26,125	33,000	20,000
266	Repair & Maintenance Building	34,249	15,304	17,500	17,500
280	Travel	8,496	14,401	8,000	12,000
287	Meals & Per Diem	4,695	7,477	3,000	5,000
290	Dui Towing-Contractual Services	235		2,000	2,000
310	Office Supplies & Materials	17,131	24,179	30,000	30,000
312	Small Items of Equipment	72,210	37,892	25,000	697,100
320	Operating Supplies	10,109	20,132	20,000	20,000
322	Chemical, Laboratory, & Medical	599	174	2,000	2,000
323	Food	2,774	3,348	2,500	2,500
324	Janitorial Supplies	2,872	3,170	2,500	3,000
326	Clothing & Uniforms	69,009	61,822	80,000	70,000
327	Fire Arm Supplies	35,535	30,288	30,000	30,000
331	Gas, Oil, Diesel, etc.	122,411	230,142	150,000	185,000
345	Communication Lease & Metro Contract	43,510	6,060	5,000	5,000
348	Covid-19	14,754	61		

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
533	Machinery & Equipment Rental	9,482	6,426	12,500	7,500
718	Sex Offender Expense	800		5,000	2,000
785	Grants-Bullet Proof Vests	964		8,000	23,600
789	Other Grants, Crime Felony Accounts	3,500		3,000	3,000
796	K-9 Unit	9,467	12,543	9,000	10,000
920	Buildings	8,235	65,811	1,073,924	
939	Other Improvements	50,021			
940	Machinery & Equipment	27,124	13,500		
944	Transportation Equipment	68,303	862,948	700,000	931,570
948	Computer Equipment		751,719	750,000	
949	Other Machinery & Equipment	16,500	20,000	94,500	
	Total Police	7,388,275	10,420,346	12,293,826	12,200,490

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42200	Fire Department				
111	Wages-Salaried	2,430,551	2,736,449	3,276,132	3,921,699
121	Wages-Hourly	86,789	142,587	171,583	179,439
122	Wages-Overtime	127,364	137,390	151,500	151,500
128	Other Wages	36,000	37,600	41,600	41,600
132	Bonus Pay			1,648	1,648
134	Longevity	17,900	17,920	20,380	21,290
136	ARPA Premium		131,250		
141	Fica - Employer Share	203,530	240,878	277,024	327,077
142	Health Insurance	880,932	983,681	1,180,041	1,472,235
143	Retirement - 401 City Match	83,622	97,993	160,986	190,423
144	Retirement - 457 City Match				148,170
148	Employee Education & Training	15,833	33,993	85,000	85,000
211	Postage	110	60	500	500
221	Printing, Stationery, Envelopes		195	500	500
223	Publications			200	200
233	Subscription to Newspapers & Periodicals			200	200
235	Membership, Registration Fees, Tuition	6,919	7,056	8,500	8,500
236	Public Relations			5,000	5,000
241	Electricity	27,608	26,097	27,000	29,700
242	Water	1,939	1,994	2,500	2,750
244	Gas	5,988	4,501	4,000	4,400
248	Communication Services-Comcast	4,099	3,891	4,200	4,200
259	Other Professional Services	8,214	14,452	20,000	38,000
260	Repair & Maintenance Service	24,675	25,752	30,000	43,000
261	Repair & Maintenance Vehicles	70,301	61,224	80,000	80,000
266	Repair & Maintenance Building	16,665	15,437	13,500	13,500
280	Travel	(60)	1,103	7,000	7,000
287	Per Diem, Mileage Reimbursement	565	915	3,000	3,000
310	Office Supplies & Materials	18,054	5,185	9,000	9,000
312	Small Items of Equipment	48,081	20,100	15,000	35,000
313	Books	1,336	3,407	5,000	5,000
320	Operating Supplies	11,059	15,816	22,000	22,000
322	Medical Supplies	15,813	21,536	20,000	20,000
324	Janitorial Supplies	4,678	6,016	6,000	6,000
326	Clothing & Uniforms	62,858	42,083	61,000	50,000
329	PPE		21,633	85,000	85,000
331	Gas, Oil, Diesel, etc.	32,579	63,217	45,000	65,000
348	Covid-19	2,282	165	1,500	
533	Machinery & Equipment Rental	5,575	5,457	5,000	5,000
722	Fire Prevention	12,129	16,472	21,000	21,000
734	Emergency Services - Non Profit				32,800
788	Hazmat	4,262	263	13,700	10,000
780	Other Grants, Contributions			10,000	
920	Buildings		86,158	750,000	10,550,500
939	Other Improvements				30,000

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
940	Machinery & Equipment		7,645		
944	Transportation Equipment	84,711	30,050	100,000	880,000
945	Communication Equipment	6,330			
	Total Fire Department	4,359,291	5,067,622	6,741,194	18,606,831

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42600	Emergency Services				
260	Repair & Maintenance Service	3,213	4,887	5,000	
734	Emergency Services	31,657	31,647	32,400	
788	Hazmat Supplies	506			
	Total Emergency Services	35,376	36,534	37,400	

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
43100	Highways & Streets				
111	Wages-Salaried	63,568	40,117		
121	Wages-Hourly	241,650	249,148	413,391	424,968
122	Wages-Overtime	7,125	8,835	15,000	15,000
134	Longevity	2,360	2,390	2,300	1,950
136	ARPA Premium		17,500		
141	Fica - Employer Share	24,345	24,031	32,948	33,807
142	Health Insurance	187,536	178,737	219,791	217,076
143	Retirement - 401 City Match	10,993	11,896	19,381	19,885
144	Retirement - 457 City Match				15,467
147	Unemployment Insurance	1,918			
148	Employee Education & Training		405	1,000	2,000
211	Postage			100	100
221	Printing, Stationery, Envelopes	29	275	50	50
235	Membership, Registration Fees, Tuition			200	200
241	Electric	5,428	5,882	6,000	6,600
242	Water	531	322	700	770
244	Gas	786	1,089	1,000	1,100
259	Other Professional Services	258	912	300	150,400
260	Repair & Maintenance Service	16,507	13,106	20,000	20,000
265	Repair & Maintenance Grounds			1,000	500
266	Repair & Maintenance Building	464	1,028	1,000	1,000
268	Repair & Maintenance Roads & Streets	33,882	41,006	25,000	25,000
275	Fleet-Streets	1,857	(1)	1,000	
280	Travel			100	100
310	Office Supplies & Materials	1,998	2,304	2,200	2,200
312	Small Items of Equipment	3,311	1,428	3,000	13,000
320	Operating Supplies	7,815	18,781	25,000	25,000
323	Food	406	507	200	200
324	Janitorial Supplies	1,619	2,157	1,200	1,500
326	Clothing & Uniforms	5,452	5,819	7,000	7,000
331	Gas, Oil, Diesel, etc.	26,826	38,348	30,000	33,000
342	Sign Parts & Supplies		1,633		10,000
533	Machinery & Equipment Rental	961	1,958	1,700	
940	Equipment	150,135	23,254	95,000	50,000
944	Transportation Equipment		176,605	160,000	421,100
	Total Highways & Streets	797,760	869,470	1,085,561	1,498,973

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
43170	Fleet Maintenance				
121	Wages-Hourly	103,791	125,099	173,023	171,601
122	Wages-Overtime	2,076	1,152	2,000	3,000
134	Longevity	890	470	1,160	1,310
136	ARPA Premium		5,000		
141	Fica - Employer Share	7,714	9,882	13,479	13,458
142	Health Insurance	38,236	63,732	70,050	73,626
143	Retirement - 401 City Match	5,051	3,185	7,928	7,916
144	Retirement - 457 City Match				6,157
148	Employee Education & Training	100	708	2,500	500
260	Repair & Maintenance Service			500	500
266	Repair & Maintenance Building			1,000	500
270	Fleet-Admin	632	2,438	2,000	2,000
271	Fleet-Codes	1,470	2,094	2,500	2,500
272	Fleet-Engineering	4,798	2,668	1,500	1,500
273	Fleet-Parks & Rec	10,510	10,993	10,000	11,000
274	Fleet-Police	91,354	132,457	90,000	90,000
275	Fleet-Streets	32,403	58,943	35,000	40,000
276	Fleet-Sewer	(9,926)	2,509		
277	Fleet-Water	609	(6,590)		
281	Fleet-Maintenance				2,500
301	Fleet-Hazmat			500	500
302	Fleet-IT	492	334	1,000	500
303	Fleet-Seniors	446		500	500
305	Fleet-Stormwater		1,495		
307	Fleet-Stormwater Street Sweeper		2,363		
308	Fleet-Fire Dept	34,798	75,512	35,000	70,000
309	Fleet-City Hall	192	305	200	200
310	Office Supplies & Materials	22	6	300	300
312	Small Items of Equipment	6,756	7,324	15,700	9,000
320	Operating Supplies	29,308	21,865	25,000	25,000
324	Janitorial Supplies		123	200	200
326	Clothing & Uniforms	1,023	1,607	1,200	1,200
331	Gas, Oil, Diesel, etc.	9,040	11,644	10,000	11,000
940	Machinery & Equipment		6,951		
944	Transportation Equipment			106,180	
949	Other Machinery & Equipment	12,510	0	6,500	
	Total Fleet Maintenance	384,295	544,269	614,920	546,468

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
44300	Culture				
721	Grant or Donation-Non Profit	56,835	57,835	52,585	54,259
736	Grant-THDA	109,289	(4,763)		
	Total Culture	166,124	53,071	52,585	54,259

City of La Vergne - Nonprofit Organizations

	Amount	Amount	Amount
	Budget 21-22	Budget 22-23	Budget 23-24
Box 100	\$20,000		\$20,000
Carpe Artista	\$12,500	\$12,500	\$12,500
Chamber of Commerce - Convention & Tourism	\$7,500	\$7,500	\$7,500
Chamber of Commerce - Destination Rutherford	\$20,000	\$20,000	\$20,000
Chamber of Commerce - Economic Development	\$11,500	\$11,500	\$11,500
Child Advocacy Center of Rutherford County	\$8,000	\$8,000	\$8,000
Child Advocacy Center of Rutherford County (Drug Fund)	\$7,000	\$7,000	\$8,000
Court Appointed Special Advocates (CASA)	\$3,000	\$3,000	
Graceful Gems		\$2,500	
Greater Nashville Regional Council (GNRC)	\$13,046	\$13,046	\$13,046
La Vergne Boxing	\$15,000	\$15,000	\$15,000
La Vergne Industrial Development Board	\$10,000	\$10,000	\$10,000
La Vergne Industrial Development Board - Purchase property			\$4,000,000
La Vergne Wolverines Band Booster (New Uniforms)			\$6,000
MCHRA Dues	\$3,585	\$3,585	\$4,259
MCHRA Homemaker	\$750		
MCHRA Meals on Wheels	\$5,000	\$7,500	\$7,500
MCHRA Transportation	\$500	\$500	\$1,000
Motlow State Community College	\$12,500		
Nourish Food Bank	\$2,500		
Regional Transportation Authority (RTA)	\$12,441	\$12,441	\$12,872
Rutherford County Emergency Management Agency (Directors Salary)	\$12,000	\$12,400	\$12,800
Rutherford County Health Department	\$4,000	\$4,000	\$4,000
Tennessee Association of Chief of Police	\$4,500	\$4,500	
Tennessee Public Safety Network	\$4,500	\$4,500	
Total Nonprofits	\$189,822	\$159,472	\$4,173,977

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
44400	Parks & Recreation/Maint				
111	Wages-Salaried	101,715	114,740	139,113	147,585
121	Wages-Hourly	417,319	533,728	767,236	855,793
122	Wages-Overtime	18,479	18,445	25,000	25,000
123	Wages-Clerical	36,348	42,056	39,896	42,307
129	Other Wages	(227,449)	(241,960)	(305,980)	(323,711)
134	Longevity	4,450	5,010	6,290	6,960
136	ARPA Premium		40,750		
141	Fica - Employer Share	45,607	56,705	74,782	82,439
142	Health Insurance	204,136	310,327	375,470	418,650
143	Retirement - 401 City Match	16,789	22,712	42,012	46,219
144	Retirement - 457 City Match				35,951
147	Unemployment Insurance	8,560			
148	Employee Education & Training			4,500	2,500
211	Postage	287	12	300	300
221	Printing, Stationery, Envelopes	365	195	500	500
228	Pageant	750			
231	Publication of Formal & Legal Notices	389	469	300	300
235	Membership, Registration Fees, Tuition	50	290	1,500	2,500
237	Advertising	9,051	8,466	10,000	10,000
238	Public Relations - Old Timers Days	31,400	39,063	42,000	42,000
230	Public Relations 4th of July	17,947	20,245	25,000	25,000
241	Electric	50,524	51,150	55,000	60,500
242	Water	11,241	12,441	12,000	13,200
244	Gas	1,149	1,823	2,000	2,200
248	Comcast	2	1		
259	Other Professional Services	4,877	851	1,000	1,000
260	Repair & Maintenance Service	48,558	32,347	45,000	45,000
261	Repair & Maintenance Vehicles	16	625	2,500	2,000
265	Repair & Maintenance Grounds	17,005	29,209	27,000	17,000
266	Repair & Maintenance Building	11,606	10,043	62,633	38,000
280	Travel			500	750
287	Per Diem, Mileage Reimbursement		291	150	400
310	Office Supplies & Materials	3,860	3,743	6,000	6,000
312	Small Items of Equipment	6,386	4,055	4,000	4,000
320	Operating Supplies	21,432	25,844	28,000	25,000
321	Agriculture & Horticulture Services	2,142	3,372	3,500	7,500
323	Food	143		300	300
324	Janitorial Supplies	4,745	5,513	4,500	6,500
326	Clothing & Uniforms	9,220	8,610	6,500	6,500
330	Repair & Maintenance Supplies	5,712	2,703	10,000	10,000
331	Gas, Oil, Diesel, etc.	9,119	16,125	13,000	14,300
348	Covid-19	1,506		1,500	
533	Machinery & Equipment Rental	4,533	10,206	10,000	5,000
754	5K Run	498	4,350	6,000	6,000
756	Veteran's Memorial Services	728	783	700	700

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
757	Veteran's Memorial Wall Bricks	68	275	200	200
801	Other League Related Expenses	730	85		
850	Programs	13,284	22,729	44,500	27,000
920	Buildings	7,400		10,000	36,000
930	Improvements other than Buildings		10,000	10,000	
939	Other Improvements		37,096		
940	Machinery & Equipment		13,166		40,000
942	Machinery & Equipment	53,753		37,376	
949	Other Machinery & Equipment	20,415	85,272	85,000	
944	Transportation Equipment	32,052		37,300	47,400
	Total Parks & Recreation	1,028,897	1,363,959	1,774,078	1,842,743

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
44800	Library				
111	Wages-Salaried	98,619	109,504	125,194	132,814
121	Wages-Hourly	244,860	220,850	380,447	435,795
122	Wages-Overtime	38	1,088	4,000	4,000
132	Bonus Pay		2,856		
134	Longevity	3,700	3,730	3,850	3,750
136	ARPA Premium		19,250		
141	Fica - Employer Share	26,170	27,178	39,285	44,094
142	Health Insurance	80,760	103,480	160,325	168,447
143	Retirement - 401 City Match	4,466	5,319	15,279	16,864
144	Retirement - 457 City Match				13,117
148	Employee Education & Training	30	209	350	350
211	Postage	86	72	500	500
221	Printing, Stationery, Envelopes		195		
233	Subscriptions to Newspapers & Periodicals	4,967	10,129	10,000	10,000
235	Membership, Registration Fees, Tuition			1,000	1,000
241	Electric	35,813	41,555	45,000	49,500
242	Water	357	985	800	880
244	Gas	1,754	1,618	2,000	2,200
248	Communication Services-Comcast	1,429	1,719	1,600	1,600
259	Other Professional Services	60		300	300
260	Repair & Maintenance Service	4,152	5,861	10,000	10,000
266	Repair & Maintenance Building	3,419	32,424	10,000	10,000
310	Office Supplies & Materials	11,056	7,758	8,500	8,500
312	Small Items of Equipment	2,889	3,447	34,500	21,000
313	Books	32,991	36,213	50,000	47,000
314	Audio Books/Electronic Audio	1,856	74	8,000	8,000
315	Video Tapes	512	655	4,500	2,500
317	Compact Discs	64	7	1,000	200
320	Operating Supplies	10,977	8,889	10,000	10,000
323	Food	520	189	500	500
324	Janitorial Supplies	2,936	2,718	2,200	2,200
348	Covid-19	4,969	472	1,000	
533	Machinery & Equipment Rental	11,499	6,996	12,000	12,000
850	Programs	27,114	33,776	20,000	20,800
920	Building	200,660			
939	Other Improvements			40,000	
	Total Library	818,723	689,217	1,002,130	1,037,911

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
47100	Economic Development				
111	Wages-Salaried	63,553	71,445	81,072	93,526
121	Wages-Hourly	45,354	54,487	99,129	114,281
122	Wages-Overtime		514	1,000	1,000
132	Bonus Pay		2,675		
134	Longevity	640	740	910	1,060
136	ARPA Premium		5,000		
138	Clothing Allowance	2,700	2,700	4,050	4,050
141	Fica - Employer Share	8,534	10,259	13,932	16,056
142	Health Insurance	41,712	63,806	70,267	60,332
143	Retirement - 401 City Match	2,026	2,386	8,195	9,444
144	Retirement - 457 City Match				7,345
148	Employee Education & Training	2,930	5,762	2,000	2,000
211	Postage	113	53	100	100
221	Printing, Stationery, Envelopes		210	200	200
235	Membership, Registration Fees, Tuition	3,559	4,889	7,000	7,000
236	Public Relations	0	3,186	10,000	5,000
237	Advertising	7,000	12,279	11,000	11,000
250	Industrial Development Board	10,000		10,000	10,000
259	Other Professional Services	62,240	52,400	73,000	80,000
280	Travel	7,104	14,384	25,000	30,000
287	Per Diem, Mileage Reimbursement	858	3,063	6,000	6,000
297	ICSC- Vegas	4,921	19,020	15,000	15,000
310	Office Supplies & Materials	104	611	500	500
312	Small Items of Equipment		1,839		
323	Food	430	394	1,000	1,000
331	Gas, Oil, Diesel, etc.	290	635	800	880
533	Machinery & Equipment Rental		1,248	1,500	1,500
727	Grants/Donations Chamber of Commerce	39,000	39,000	39,000	39,000
944	Transportation			35,000	
	Total Economic Development	303,068	372,984	515,655	516,274

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
47200	Public Relations				
121	Wages-Hourly	120,954	129,459	147,479	154,042
122	Wages-Overtime	5,853	2,967	6,500	6,500
132	Bonus Pay			2,315	2,315
134	Longevity	890	940	990	1,040
136	ARPA Premium		5,000		
141	Fica - Employer Share	9,589	10,401	12,032	12,538
142	Health Insurance	41,712	42,728	47,064	49,401
143	Retirement - 401 City Match	5,771	6,163	7,078	7,376
144	Retirement - 457 City Match				5,737
148	Employee Education & Training	(300)		300	2,500
221	Publication of Formal & Legal Notices	6,299		8,000	4,000
234	Subscriptions	6,802	6,683	7,200	8,500
235	Membership, Registration Fees, Tuition	375	662	1,200	2,000
236	Public Relations	10,005	11,722	8,000	8,000
237	Advertising	1,826	3,138	4,000	4,000
260	Repair & Maintenance Service		1,450	3,000	3,000
280	Travel			400	400
312	Small Items of Equipment	741	7,377	6,000	5,000
320	Operating Supplies	2,254	150	5,295	2,800
326	Clothing & Uniforms	430	487	500	500
799	Christmas Kids & Seniors	3,000	3,000	3,000	3,000
940	Machinery&Equipment	14,523		27,400	
	Total Public Relations	230,724	232,328	297,753	282,649

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
49000	Debt Service				
604	2015 Bond Issue Principal-(\$5,420,000)	245,000	250,000	255,000	260,000
605	2006/16 Bond Issue Principal - 311 (Old 617)	212,000	219,950		
606	2005 Bond Issue Principal - 311	195,000	198,750	198,750	210,000
608	2006/16 Bond Parks Principal-313	48,000	49,800		
617	2006/2016 Bonds (\$5,625,000)	140,000	145,250		
618	2009 Bond Issue Principal - 121	530,000	535,000	545,000	550,000
624	2015 Bond Issue Interest (\$5,420,000)	116,323	111,423	106,422	101,323
626	2005/2014 Bond Issue Interest - 311	23,006	19,106	15,131	10,163
627	2021 GO Bond Interest		66,307	487,150	457,400
637	2006/16 Bonds (\$5,625,000)	6,458	2,179		
638	2006/16 Bond Park Interest-313	2,214	747		
641	2009 Bond Issue Interest - 121	81,853	62,773	42,710	22,000
643	2006/16 Bond Issue Interest - 311 (Old 637)	9,777	3,299		
649	CAD System Principal	160,200			
650	Cad System Interest	3,140			
651	Radio Console Replacement Principal	59,728	61,068	62,437	63,838
652	Radio Console Replacement Interest	5,541	4,202	2,832	1,432
680	2021 GO Bond Principal		243,575	595,000	625,000
691	Bank Service Charges	1,770	1,635	2,200	2,200
	Total Debt Service	1,840,010	1,975,062	2,312,632	2,303,356

CITY OF LA VERGNE - FUND 110 - EXPENDITURES - GENERAL FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
51626	Operating Transfers				
761	Transfer to Capital Projects Parks	90,000		205,000	260,000
762	Transfer to Capital Projects Streets				6,000,000
763	Transfer to Drug Fund	30,000	30,000	30,000	30,000
769	Transfer to Senior Citizens Fund	104,240	113,931	161,151	174,538
	Total Operating Transfers	224,240	143,931	396,151	6,464,538
	Total Expenditures	21,631,571	26,398,755	32,252,036	63,064,438

SPECIAL REVENUE FUNDS

REVENUES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
33551	State Gasoline & Motor Fuel	1,245,424	1,342,710	1,300,000	1,350,000
36100	Interest Earnings	196	175	200	200
36350	Insurance Recoveries	11,653	10,875		
	Total Revenue	1,257,273	1,353,760	1,300,200	1,350,200
	Use of Prior Year Reserves			(143,206)	(51,112)
	Total Revenues	1,257,273	1,353,760	1,156,994	1,299,088

EXPENDITURES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
43100-247	Street Lighting	278,092	313,709	285,000	325,000
43100-268	Repair & Maintenance Road	729,895	818,050	800,000	900,000
43100-555	Bank Service Charge	345	509	700	700
49000-616	Principal Due - 2005/2014 Debt (\$3,050,000)	65,000	66,250	66,250	70,000
49000-634	Interest Due - 2005/2014 Debt (\$3,050,000)	7,669	6,369	5,044	3,388
	Total Expenditures	1,081,001	1,204,886	1,156,994	1,299,088

REVENUES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
33710	Local Grant - Rutherford County	46,200	46,200	46,200	46,200
34803	Senior Citizens Activities	1,297	2,990	3,000	3,000
36100	Interest Earnings	14	15	25	25
36350	Insurance Recoveries	5,911	(1,229)		
36510	Sale-General Supplies		1,075		
36706	Contributions from Farmers Market	3,246	3,221	1,200	1,200
36710	Contributions from Businesses	95	600		
36718	Fundraiser - Other	9,672	848	2,000	2,000
36727	GNRC Grant	35,755	32,634	26,800	26,800
36731	Funraiser - Hot Dog Sales	128	83	150	150
36900	Other Sources		25		
36961	Operating Revenue Transfer from General Fund	104,240	113,931	161,151	174,538
37840	Prior Year Surplus			8,778	13,675
	Total Revenue	206,558	200,393	249,304	267,588

EXPENDITURES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
44310	Senior Citizens				
129	Other Wages	102,512	113,931	161,151	174,538
211	Postage	64	5	800	800
221	Printing, Stationery, Envelopes			200	200
241	Electric	6,079	5,807	6,500	6,500
242	Water	310	367	400	400
244	Gas	6,603	5,043	5,000	5,500
248	Comcast	1,066	1,463	1,750	1,750
260	Repair & Maintenance Service	3,771	7,326	3,000	4,000
261	Repair & Maintenance Vehicle				1,000
266	Repair & Maintenance Building	1,517	3,697	1,500	1,500
287	Meals & Entertainment		75	300	400
310	Office Supplies & Material	943	326	1,200	1,400
312	Small Items of Equipment	2,536	3,660	800	800
320	Operating Supplies	749	1,575	1,500	1,500
323	Food	8,616	14,863	17,000	17,000
324	Janitorial Supplies			600	600
331	Gas, Oil, Diesel, Etc.	1,141	2,344	2,000	2,500
348	Covid-19	9,146	3,644		
555	Bank Service Charge	531	445	500	500
750	Programs, Music	2,123	5,753	10,000	11,000
752	Senior Flower Fund	287	108	400	400
755	Lunch Fund Raiser Expenses	2,235	208	300	300
920	Building	6,350	16,240		35,000
939	Other Improvements			34,403	
	Total Senior Citizens	156,579	186,880	249,304	267,588

REVENUES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
35110	State Court Fines & Cost	21,125	24,832	16,000	20,000
35131	Impound Fees	790	360	500	200
35200	Forfeits	62,323	104,336	30,000	30,000
36000	Other Revenues		1,272		
36100	Interest Earnings	26	30	30	30
36521	Sale of Police Supplies & Materials		20,726		
36900	Other Financing Sources	951	45		
36961	Operating Transfer from General Fund	30,000	30,000	30,000	30,000
37840	Prior Year Surplus			1,570	(2,130)
	Total Revenue	115,215	181,602	78,100	78,100

EXPENDITURES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42129	Drug Fund				
148	Employee Education & Training		1,995	10,000	10,000
235	Membership, Registration Fees	1,750	600	2,000	2,000
261	Repair & Maintenance Vehicle			1,000	1,000
290	Towing-Contractual Services		350	1,000	1,000
280	Travel	5,276	7,458	10,000	10,000
312	Small Items of Equipment	2,184	4,831	8,000	8,000
320	Operating Supplies	203	1,582	4,000	4,000
327	Firearms Supply	3,682	10,746	15,000	15,000
555	Bank Service Charge	1,066	801	1,100	1,100
729	Grant or Donation - Organizations	16,000	11,500	16,000	16,000
791	Grants & Contributions DARE	829	1,374	10,000	10,000
	Total Expenditures	30,990	41,237	78,100	78,100

REVENUES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
33210	Federal Revenue Sharing	8,835	115,698	30,000	30,000
36100	Interest Earnings	62	50	50	50
37840	Operating Transfer from Fund Balance			(15,010)	(20,020)
	Total Revenue	8,897	115,748	15,040	10,030

EXPENDITURES

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42179	Equitable Sharing				
555	Bank Service Charges	25	28	40	30
742	Undercover Operations	5,985	3,495	15,000	10,000
	Total Expenditures	6,010	3,523	15,040	10,030

CITY OF LA VERGNE - FUND 127 - REVENUES - STORMWATER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
33293	Federal Grant - ARPA - 2021		22,205		
36100	Interest Income	635	487	500	450
37711	Residential	553,286	567,220	560,000	575,000
37712	Non Residential	787,291	796,385	785,000	785,000
37791	Penalty & Fees	13,161	31,411	20,000	20,000
37840	Prior Year Surplus			493,339	4,577,216
	Total Revenue	1,354,373	1,417,708	1,858,839	5,957,666

CITY OF LA VERGNE - FUND 127 - EXPENDITURES - STORMWATER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
55100	Stormwater				
121	Wages-Hourly	333,184	370,823	435,123	449,938
122	Wates-Overtime	2,314	1,046	4,000	4,000
129	Other Wages	234,478	267,619	331,832	341,787
134	Longevity Pay	3,560	3,810	4,110	4,010
136	ARPA		20,000		
141	FICA-Employer Share	27,515	29,998	33,907	35,032
142	Health Insurance	141,720	157,951	174,014	182,692
143	Retirement - 401 City Match	10,108	14,528	19,554	20,608
144	Retirement - 457 City Match				16,029
148	Employee Education & Training	250	863	2,500	2,500
170	Fees	370	150	500	500
211	Postage	158	7	500	500
221	Printing, Stationery Envelopes		450	200	200
233	Subscriptions to Newspapers & Periodicals			200	200
235	Membership, Registration Fees, Tuition	1,280	3,135	2,500	2,500
236	Public Relations	10,912	9,363	8,000	8,000
237	Advertising	160		300	300
241	Electric	6,649	7,375	7,000	7,400
242	Water	369	133	500	500
248	Comcast	587	1,006	600	1,020
245	Telephone & Cell Phones	3,522	2,996	3,500	3,000
253	Accounting & Audit Services	3,838	5,174	5,000	5,200
259	Other Professional Services	284,683	87,004	80,000	50,000
260	Repair & Maintenance Service	13,721	21,680	20,000	20,000
261	Repair & Maintenance Vehicle	17,499	21,732	18,000	18,000
265	Ditch & Drainage Repair			20,000	20,000
266	Repair & Maintenance Building	1,669	1,735	5,000	5,000
280	Travel			1,000	1,000
287	Meals & Entertainment	78		500	500
307	Street Sweeper Maintenance	2,333	1,432	3,000	3,000
310	Office Supplies & Materials	2,716	3,711	4,000	4,000
312	Small Items of Equipment	4,841		5,000	5,000
320	Operating Supplies	62,757	50,193	40,000	40,000
323	Food	1,016	549	1,000	750
324	Janitorial	1,510	552	1,000	1,000
326	Clothing & Uniforms	4,723	5,463	5,000	5,000
331	Gas, Oil, Diesel, etc	13,137	16,023	14,000	16,000
346	Computer Maintenance	15,623	15,624	20,000	25,000
510	Insurance	76,674	79,530	85,000	92,000
529	Lease	5,400	6,000	6,000	6,000
533	Machinery & Equipment Rental	6,353	7,464	9,000	9,000
555	Bank Service Charge	408	386	500	500
920	Building		427,974	487,000	4,425,000

CITY OF LA VERGNE - FUND 127 - EXPENDITURES - STORMWATER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
942	Construction & Maintenance Machinery	155,137			75,000
944	Transportation Equipment	53,640			50,000
945	Communication Equipment	16,163			
	Total Stormwater	1,521,055	1,643,480	1,858,839	5,957,666

REVENUES

Object Code	Object Description	Actual FY 2020-2021	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
34315	Sidewalk Deposits	39,338	80,554	20,000	20,000
36100	Interest Income	407	362	300	300
36611	Road Impact Fees	723,118	1,572,875	500,000	500,000
36613	Federal Grants				372,634
37810	Transfer in From General Fund				6,000,000
37840	Transfer To/From Fund Balance			2,412,851	2,754,118
	Total Revenues	762,863	1,653,790	2,933,151	9,647,052

EXPENDITURES

Object Code	Object Description	Actual FY 2020-2021	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
00050	Fergus Road Improvement		157,727	130,727	
00055	Charter Place and Centerpointe Signal and Re-alignment	98,555	659,053	470,861	
00056	Traffic Signal Sanford and Industrial Intersection	200,904	68,939		
00057	Ingram and Mason Intersection	39,221		57,622	
00058	South Waldron Road Industrial Section Widening	40,000		20,000	
00060	Carothers Road Curve widening design and construction		37,291		
00062	Sam Ridley Connector design	97,848	57,731	99,421	
00063	Blair Road West to Carothers design	21,245	190,168	229,133	3,707,475
00064	South Waldron / Blair Road Design and Widening - Bond		207,205	652,507	4,426,877
00182	Old Nashville Hwy Widening		204,928	1,267,080	1,019,266
	Advanced Traffic Management System - CMAQ				372,634
	Hickory Street Extension				120,000
259	Professional Fees		709	5,000	
260	Repair and Maintenance Services		4,731		
555	Bank Service Charge	792	747	800	800
	Total Expenditures	498,564	1,589,228	2,933,151	9,647,052

Revenues

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
33100	Community Development Grants	(8,543)			
36613	Park Impact Fees	171,311	179,559	125,000	75,000
33442	Grant Proceeds				14,682
33500	State Revenue Allocations	25,000			
36100	Interest Income	32	50	100	
37810	Transfer in From General Fund	90,000		205,000	260,000
37840	Prior Year Surplus			228,600	177,743
	Total Revenues	277,800	179,609	558,700	527,425

Expenditures

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
44400	Parks & Recreation				
259	Professional Fees	7,975		3,000	
555	Service Charge	700	668	700	700
939	Walking Trail Resurface			100,000	175,000
939	Veteran's Memorial Park Work Out Stations				85,000
939-00091	Bark Park	21,658	108,170		
939-00109	Hurricane Creek Greenway Phase II		57,376	180,000	225,000
939-00112	Brookside Park			205,000	41,725
939-00113	Tennis Court Lights			70,000	
	Total Expenditures	30,333	166,214	558,700	527,425

CITY OF LA VERGNE - FUND 321 POLICE IMPACT FEE FUND

FY 2023-2024

Revenues

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
36100	Interest Income	41	42	40	40
36614	Impact Fees	132,485	238,644	55,000	100,000
37840	Operating Transfer from Fund Balance			(54,640)	(99,640)
	Total Revenues	132,526	238,686	400	400

Expenditures

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42100-312	Small Items of Equipment	27,622	113,958		
42100-555	Service Charges	379	368	400	400
	Total Expenditures	28,001	114,326	400	400

Revenues

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
36100	Interest Income			50	50
36615	Impact Fees	39,071	100,022	50,000	50,000
36900	Other Financing Sources				67,800
37840	Operating Transfer from Fund Balance			(49,750)	(9,750)
	Total Revenues	39,071	100,022	300	108,100

Expenditures

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
42200	Fire Department				
555	Service Charge	192	242	300	300
940	Machinery & Equipment				67,800
944	Transportation Equipment				40,000
	Total Expenses	192	242	300	108,100

ENTERPRISE FUND

(WATER AND SEWER)

WATER AND SEWER FUND OVERVIEW

CITY OF LA VERGNE - FUND 413 - WATER AND SEWER FUND OVERVIEW

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
	Total Revenue	14,684,957	15,308,609	14,352,288	31,126,640
	Expenses				
52100	Water Treatment Plant	2,759,849	2,989,535	3,406,728	4,011,805
52200	Sewer Maintenance	4,826,347	5,793,368	5,857,296	6,235,636
52300	Water Maintenance	2,475,243	2,668,388	3,637,920	19,387,401
52316	Water Billing & Collections	752,506	743,261	829,344	890,798
52320	Debt Services	466,353	434,120	621,000	601,000
	Total Expenses	11,280,298	12,628,673	14,352,288	31,126,640
	Net Results	3,404,659	2,679,936	0	0

WATER AND SEWER FUND REVENUES

CITY OF LA VERGNE - FUND 413 - REVENUES - WATER AND SEWER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
33293	Federal Grand - ARPA		71,885		
36211	Rent - Sprint/T-Mobile	31,286	32,586		
36212	Rent - Towerco	20,093	20,093	20,100	21,000
36350	Insurance Recoveries	54,409	1,000		
36510	Sale - General Supplies	52	22		
36520	Sale - Fixed Assets	1,376	22,454		
36900	Other Financing Sources		287		
37110	Metered Water Sales	5,114,977	5,392,092	5,400,000	5,500,000
37111	Writeoff Collections	136,443			
37130	Fire Service & Hydrant Rental	62,990	68,867	67,000	70,000
37170	Water Inspection Fees	9,500	7,775	6,000	5,000
37171	Backflow Device Inspection	920	25,923	7,000	15,000
37172	Backflow Device Permit Fee	225	250	1,500	100
37185	Disconnect Fee	79,850	59,250	75,000	50,000
37191	Forfeited Discounts & Penalties	63,336	132,596	80,000	68,000
37195	Installation Charges/Service Fees	71,520	76,422	70,000	50,000
37198	Development Deposits	11,644	2,942	5,000	
37199	Miscellaneous - Water	20,739	59,602	20,000	45,000
37210	Sewer Service Charges	6,862,089	7,132,378	7,200,000	7,000,000
37220	Sewer Inspection Fees	9,275	6,492	5,000	3,000
37291	Forfeited Discounts & Penalties	100,426	187,973	110,000	105,000
37299	Miscellaneous - Sewer		(381)		
37494	Sale of Materials		2,161		
37497	Recycling/ Scrap Revenues	1,657		500	
37910	Interest Earnings	3,737	2,543	3,000	2,000
37912	Interest ARPA			200	
37949	Irrigation Tap Fee	2,100	1,931	2,500	2,000
37975	Water Meter Charge	68,835	69,577	35,000	55,000
37840	Transfer from Fund Balance				17,605,540
38000	Donated Assets	996,795	867,550	764,488	
	Total Operating Revenues	13,724,274	14,244,267	13,872,288	30,596,640
37950	Contributions-Water Tap Fees	262,421	408,078	150,000	180,000
37960	Contributions-Sewer Tap Fees	698,262	656,264	330,000	350,000
	Total Tap Revenues	960,683	1,064,342	480,000	530,000
	Total Revenues	14,684,957	15,308,609	14,352,288	31,126,640

WATER AND SEWER FUND EXPENSES

CITY OF LA VERGNE - FUND 413 - EXPENSES - WATER AND SEWER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
52100	Water Treatment Plant				
129	Other Wages	144,739	146,594	194,228	200,055
241	Electric	272,274	318,267	300,000	330,000
242	Water	1,934	3,183	2,500	2,750
245	Telephone & Cell Phones	4,915	4,875	5,000	5,000
253	Accounting & Audit Services	3,838	4,640	4,500	5,000
254	Engineering	15,229	13,090	75,000	40,000
258	Fines & Penalties			3,000	3,000
259	Other Professional Services	1,659,336	1,709,191	1,750,000	1,802,500
260	Repair & Maintenance Service	14,390	13,620	10,000	10,000
266	Repair & Maintenance Building	2,094	2,072	40,000	25,000
269	Water Storage Maintenance	33,375	35,136	36,000	40,000
312	Small Items of Equipment				20,000
322	Chemical, Laboratory, Medical			25,000	25,000
331	Gas, Oil, Diesel, etc		17,530		
510	Insurance	76,635	80,000	80,000	92,000
540	Depreciation	525,098	640,070	550,000	650,000
596	Property Taxes-Cell Tower	1,266	1,266	1,500	1,500
810	Loss on Disposal	4,726			
930	Improvements Other Than Building			330,000	
940	Machinery & Equipment				760,000
	Total Water Treatment Plant	2,759,849	2,989,535	3,406,728	4,011,805

CITY OF LA VERGNE - FUND 413 - EXPENSES - WATER AND SEWER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
52200	Sewer Maintenance				
111	Wages-Salaried	97,350	169,649	104,283	113,902
121	Wages-Hourly	284,025	367,359	428,117	459,009
122	Wages-Overtime	22,507	22,770	20,000	20,000
123	Wages-Clerical	39,146	44,001	49,043	42,118
128	Wages - other	25,667	28,000	40,898	42,125
129	Other Wages	175,973	178,601	230,435	237,348
134	Longevity Pay	3,930	4,420	4,620	4,270
136	ARPA Premium		27,500		
141	FICA Employer Share	33,647	49,310	46,365	48,906
142	Health	220,726	361,074	244,078	256,185
143	Retirement - 401 City Match	17,923	21,323	27,273	28,768
144	Retirement - 457 City Match				22,375
148	Employee Education & Training	5,221	1,130	5,000	3,000
211	Postage	127	55	400	300
221	Printing, Stationery, Envelopes		275	100	100
233	Subscriptions to Newspapers & Periodicals		685	200	200
235	Membership, Registration Fees			5,000	5,000
241	Electric	79,028	100,428	92,000	101,200
242	Water	715	869	1,000	1,030
243	Sewer	2,230,778	2,792,971	2,420,983	2,500,000
244	Gas	785	777	1,000	1,000
245	Telephone & Cell Phones	11,097	10,358	12,000	12,000
253	Accounting & Auditing Service	3,838	4,640	5,000	5,500
254	Architectural, Engineering Services	3,700	21,100	50,000	50,000
259	Other Professional Services	0	19,176	20,000	20,000
260	Repair & Maintenance Service	171,632	62,537	80,000	100,000
261	Repair & Maintenance Vehicles	3,054	2,405	5,000	5,000
266	Repair & Maintenance Building	10,420	1,108	84,000	20,000
268	Repair & Maintenance Roads	3,060		5,000	5,000
276	Fleet Sewer	38,973	26,539	15,000	30,000
280	Travel			1,000	500
310	Office Supplies & Materials	2,575	3,144	3,000	3,000
312	Small Items of Equipment	296		2,500	13,500
320	Operating Supplies	250,407	278,238	330,000	330,000
322	Chemical, Laboratory, Medical	179,102	238,217	160,000	350,000
323	Food	208	545	500	500
324	Janitorial	1,851	1,942	1,500	1,500
326	Clothing & Uniforms	5,086	6,469	7,000	7,000
331	Gas, Oil, Diesel, etc.	15,219	24,610	24,000	26,400
346	Computer Maintenance	5,000	5,000	6,000	8,000
510	Insurance	76,635	79,406	80,000	92,000
533	Machinery & Equipment Rental	1,506	6,350	10,000	7,500
540	Depreciation	805,140	830,389	860,000	880,000
940	Equipment				60,000
949	Other Machinery & Equipment			250,000	200,000
944	Transportation Equipment			125,000	121,400
	Total Sewer	4,826,347	5,793,368	5,857,296	6,235,636

CITY OF LA VERGNE - FUND 413 - EXPENSES - WATER AND SEWER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
52300	Water Maintenance				
111	Wages-Salaried		1,993	88,197	93,526
121	Wages-Hourly	433,766	441,032	651,101	684,736
122	Wages-Overtime	20,119	17,814	53,000	53,000
128	Wages Other	(51,333)	(56,000)	(81,796)	(84,250)
129	Other Wages	175,973	178,601	230,435	247,648
132	Bonus	1,311	2,675		
134	Longevity Pay	4,200	3,860	4,850	5,350
136	ARPA Premium		25,000		
141	FICA Employer Share	34,341	38,287	60,982	64,000
142	Health Insurance	158,564	206,645	324,132	337,242
143	Retirement - 401 City Match	13,194	13,001	35,869	37,648
144	Retirement - 457 City Match				29,281
147	Unemployment	3,300			
148	Education & Training	5,946	(823)	6,000	6,000
211	Postage	4	679	150	150
221	Printing, Stationery, Envelopes	210	568	200	200
235	Memberships, Registration Fees	14,074	9,096	17,000	13,500
241	Electric	92,610	100,325	100,000	110,000
242	Water	559	659	700	770
244	Gas	786	777	1,000	1,100
245	Telephone and Cell Phones	6,612	6,012	7,000	7,000
253	Accounting and Audit Services	3,838	4,640	5,000	5,500
254	Architectural & Engineering	94,294	78,157	80,000	80,000
259	Other Professional Services	22,178	31,234	65,000	35,000
260	Repair & Maintenance Service	(23,039)	58,343	27,500	25,000
266	Repair & Maintenance Building	1,100	1,007	10,000	10,000
268	Repair & Maintenance Roads	25,082	9,800	30,000	35,000
277	Fleet Water	27,943	63,801	30,000	39,000
280	Travel			2,000	5,000
310	Office Supplies & Materials	2,795	2,426	3,000	3,000
312	Small Items of Equipment	(296)	69,576	4,000	23,500
320	Operating Supplies	278,771	287,451	290,000	790,000
323	Food	241	380	500	500
324	Janitorial	1,619	1,942	1,500	1,500
326	Clothing & Uniforms	7,566	10,190	8,500	8,500
330	Repair & Maintenance Supplies			100	100
331	Gas, Oil, Diesel, etc	36,501	34,892	33,000	36,300
346	Computer Maintenance	5,000	5,000	6,000	8,000
392	Fire Hydrant Repair		1,254	155,000	150,000
510	Insurance	77,462	80,347	80,000	92,000
533	Machinery & Equipment Rental	68,572	1,906	10,000	5,000
540	Depreciation	920,330	925,102	925,000	950,000
555	Bank Service Charges	11,050	10,741	13,000	10,000
920	Buildings				15,125,000
940	Machinery & Equipment			280,000	200,000
944	Transportation Equipment			80,000	142,600
	Total Water Maintenance	2,475,243	2,668,388	3,637,920	19,387,401

CITY OF LA VERGNE - FUND 413 - EXPENSES - WATER AND SEWER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
52316	Water Billing & Collection				
111	Water-Salaried	57,264	63,793	72,742	77,169
121	Wages-Hourly	30,505	43,611	41,074	42,307
122	Wages-Overtime	532	1,122	5,000	5,000
123	Wages-Clerical	142,949	124,722	166,762	169,264
128	Other Wages - Stormwater Allocation	(86,823)	(113,430)	(134,609)	(138,647)
129	Other Wages	227,340	237,150	288,365	297,016
134	Longevity Pay	1,420	1,420	1,420	1,370
136	ARPA Premium		15,000		
141	FICA Employer Share	16,904	19,374	21,956	22,578
142	Health Insurance	92,520	94,469	104,019	122,394
143	Retirement - 401 City Match	8,794	8,884	12,915	13,279
144	Retirement - 457 City Match				10,328
148	Employee Education & Training			500	
211	Postage	10,060	1,592	4,000	4,000
221	Printing, Stationery, Envelopes		2,282	1,500	1,000
245	Telephone & Cell Phones	1,317	739	1,200	1,000
253	Accounting & Audit Services	7,675	8,746	9,000	9,500
259	Other Professional Services	87,943	87,482	86,000	88,000
260	Repair & Maintenance Services	21,205	23,832	27,000	29,000
278	Fleet - Water Billing	264	192	1,000	1,000
298	Collection Fees	30,353	14,233	12,000	12,000
310	Office Supplies & Materials	4,280	3,701	4,000	4,000
312	Small Items of Equipment		6,391		
320	Operating Supplies	1,987	40	1,500	1,500
323	Food		205		
326	Clothing & Uniforms	452	688	600	600
331	Gas, Oil, Diesel, etc.	2,095	3,757	2,400	2,640
346	Computer Maintenance	5,625	5,625	6,000	9,000
510	Insurance	76,635	80,000	80,000	92,000
540	Depreciation	11,210	7,642	13,000	13,500
	Total Water Billing & Collection	752,506	743,261	829,344	890,798

CITY OF LA VERGNE - FUND 413 - EXPENSES - WATER AND SEWER FUND

FY 2023-2024

Object Code	Object Description	Actual FY 2020-21	Actual FY 2021-22	Budget FY 2022-23	Budget FY 2023-24
52320	Miscellaneous Expenses				
632	Interest on Revenue Anticipated Note	(45,072)	(101,027)	(10,000)	
638	Interest on Bonded Debt	448,803	333,470	430,000	400,000
690	Bond Interest Costs		135,109		
691	Bank Service Charge	700	700	1,000	1,000
741	Bad Debt Expense	61,922	65,868	200,000	200,000
	Total Miscellaneous Expenses	466,353	434,120	621,000	601,000

CAPITAL PLAN

FUND 110 - GENERAL FUND

REMAINING FY 2022-2023

		2022-2023
Police Department	Replacement Vehicles (10) for FY 2022-2023 (City has received 5 - Expect Completion)	\$350,000
Library	Library Parking Lot - Paving / Striping (FY 2022-2023 - Expect Completion - Cost Updated)	\$53,393
Parks & Recreation Department	Veterans Park - Update Remaining Parking Lot Lights to LED (Expect Completion)	\$15,000
Human Resources Department	HRIS System - Partial Implementation Fees	\$27,948
Total		\$446,341

* In Progress

CARRYOVER ITEMS FROM FY 2022-2023

		2023-2024	2024-2025
Police Department	Police Station Expansion (Engineering) Project currently on hold	0	\$980,873
Fire Department	Fire Station #41 / Headquarters Construction (Under Construction - Bond Proceeds)	\$10,000,000	
	Vehicles - Two (2) Trucks for EMS Response (2 F-150 Trucks Approved by BOMA on 9/06/22)	\$100,000	
	Furniture, Fixtures and Equipment for New Station	\$400,000	
	Vehicles - New E-One Pumper & Tools (Approved by BOMA on 10/06/22 - Expected Delivery 1/24)	\$780,000	
	Miscellaneous Contracts (Johnson & Bailey, CEC, Geological Technical Associates)	\$150,500	
Parks & Recreation Department	Pickup Truck (F-350 Approved by BOMA on 8/02/22 - Cost Updated)	\$47,400	
Street Department	One (1) F-250 Pickup Truck (F-250 Approved by BOMA on 8/02/22 - Cost Updated)	\$51,100	
	One (1) F-450 Pickup Truck (F-450 Approved by BOMA on 7/05/22)	\$120,000	
Human Resources Department	HRIS System - \$60,948 (Remaining Implementation), \$18,000 (GL Interface), \$71,663 (Subscription)	\$150,611	
Total		\$11,799,611	\$980,873

NEW CAPITAL / ONE TIME REQUESTS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
City Recorder Department	Public Records Request Tracking System (Recurring cost of \$11,802)	\$12,600				
	Complete Municipal Code Update		\$15,000			
Total		\$12,600	\$15,000	\$0	\$0	\$0

Finance Department	New Local Govt. Server			\$15,000		
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Human Resources Department	Leadership Development Academy	\$18,000				
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City Hall Buildings	Pave / Stripe City Hall Parking Lots and Drives	\$210,000				
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Police Department	Body Worn Cameras (80 Cameras, Cloud Storage 5 years)	\$672,100				
	10 Replacement Patrol Vehicles	\$931,570				
	Replace 24 Bulletproof Vests	\$15,600				
Total		\$1,619,270	\$0	\$0	\$0	\$0

Fire Department	Haz Mat Physicals (Mandated by OSHA)	\$18,000				
	Repair Back Driveway at Fire Station #42	\$30,000				
	Hose Replacement Program for Fleet	\$20,000	\$20,000			
	Fire Training Facility - Property Purchase	??				
	Fire Training Facility - Construction		\$1,000,000			
	Fire Station #43 Remodel		??			
	Priority Dispatch (EMS Dispatch Triage System)		??			
	SCBA Replacement (45 units including all ancillary appliances)		\$500,000			
	New Pumper Truck (For new Fire Station #44 - 36 month lead time)			\$1,000,000		
	New Fire Station #44 - Planning and Conceptual Drawings			??		
	New Fire Station #44 - Construction				??	
Total		\$68,000	\$1,520,000	\$1,000,000	\$0	\$0

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Street Department	One (1) Bucket Truck (400 day lead time)	\$200,000				
	Hot Mix Trailer	\$50,000				
	F-150 Pickup Truck	\$50,000				
	LineLazer 3400 (Paint Parking Lots)	\$10,000				
	Paving Plan Consultant (+/- \$50,000)	\$150,000				
Total		\$460,000	\$0	\$0	\$0	\$0

Parks & Recreation Department	Scissor Lift	\$15,000				
	Hydraulic Scissor Lift Trailer	\$25,000				
	Metal Roofing on Dugouts	\$20,000				
	Roof for Multipurpose	\$36,000				
	Wrap Wood and Eaves at Veterans Park Pavilions with Metal	\$10,000				
	Hustler Super Z Mower (Maintenance)		\$14,000			
	Dog Park Equipment		\$25,000			
Total		\$106,000	\$39,000	\$0	\$0	\$0

Library	New Staff Computers (Partially funded by State Library Tech Grant - 50/50 split)	\$14,000				
TOTAL NON-RECURRING CAPITAL REQUESTS		\$2,507,870	\$1,574,000	\$1,015,000	\$0	\$0

NEW RECURRING / PERSONNEL REQUESTS		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Finance Department	Add One (1) FT Payables Clerk (FY 24-25 - Grade E) w/benefits		\$55,000			
	Add One (1) FT Financial Analyst (FY 25-26 - Possible Grade G) w/benefits			\$65,000		
Human Resources Department	Add One (1) FT HR Generalist (Grade G) w/benefits	\$77,498				
Codes Department	Add One (1) FT Codes Enforcement Officer (Grade G) w/benefits		\$65,000			
	Add One (1) FT Permit Technician (Grade G) w/benefits		\$65,000			
Police Department	Add One (1) FT Digital Evidence Technician (Grade F) w/benefits	\$71,785				
Fire Department	Add Six (6) FT Firefighters (Paid through possible Fire Safer Grant) w/benefits (To be hired 1/1/24)	\$287,844				
	Increase Stipend for Medical Licenses (26 employees - additional \$0.50 per hour)	\$38,000				
	Add One (1) FT Fire Inspector (Grade J) w/benefits	\$99,093				
	Promote Three (3) Lieutenants for Tower #41 (Pay change - no benefits change - Starting 3/1/24)	\$11,250				
	Add One (1) FT Logistics Officer (Grade J) w/benefits		\$82,000			
Parks & Recreation Department	Add One (1) FT Custodian / Maintenance Worker (Grade E) w/benefits	\$66,682				
	Add One (1) FT Custodian / Maintenance Worker (Grade E) w/benefits (New PW Building)		\$55,000			
TOTAL RECURRING / PERSONNEL REQUESTS		\$652,152	\$322,000	\$65,000	\$0	\$0

FUND BALANCE ITEMS		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Public Works / CDS Facility	Construction	\$7,650,000				
	Furniture / Low Voltage Wiring / Cameras / Door Locks (Estimated \$2,000,000 total)	\$600,000				
TOTAL FUND BALANCE ITEMS		\$8,250,000				

TOTALS FOR GENERAL FUND - FY 2023-2024		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Carryover Items		\$11,799,611	\$980,873	\$0	\$0	\$0
New Non-Recurring Requests		\$2,507,870	\$1,574,000	\$1,015,000	\$0	\$0
New Recurring / Personnel Requests		\$652,152	\$322,000	\$65,000	\$0	\$0
Possible Safer Grant Funding for Firefighters		-\$287,844				
Grand Total - New Requests		\$2,872,178	\$1,896,000	\$1,080,000	\$0	\$0
Fund Balance Items		\$8,250,000				

FUND 121 - STATE STREET AID FUND

STREET PAVING		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Street Department	Waldron Road w/Striping (Thorntons to Industrial)	\$271,379				
	Stones River Road w/Striping (Roundabout to M'boro Road)	\$274,257				
	East Nir Shreibman w/Striping (73rd to KFC)	\$81,844				
Total		\$627,479				

FUND 122 - SENIOR CITIZENS FUND

REMAINING FY 2022-2023

2022-2023

Senior Citizens Center	Senior Center Parking Lot - Paving / Striping (FY 2022-2023 - Expect Completion - Cost Updated)	\$44,819	* In Progress				
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NEW CAPITAL / ONE TIME REQUESTS

2023-2024

2024-2025

2025-2026

2026-2027

2027-2028

Senior Citizens Center	Senior Center Roof	\$35,000					
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FUND 127 - STORMWATER CONTROL FUND

NEW CAPITAL / ONE TIME REQUESTS		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Stormwater Fund	One (1) F-150 Extended Cab Pickup Truck	\$50,000				
	One (1) Skid Steer (Replacement)	\$75,000				
Total		\$125,000				
FUND BALANCE ITEMS		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Public Works / CDS Facility	Construction	\$3,825,000				
	Furniture / Low Voltage Wiring / Cameras / Door Locks (Estimated \$2,000,000 total)	\$300,000				
TOTAL FUND BALANCE ITEMS		\$4,125,000				

FUND 313 - PARKS CAPITAL PROJECTS FUND

REMAINING FY 2022-2023

2022-2023

Parks Capital Fund	Veterans Park - Front Parking Lot - Paving / Striping (FY 2022-2023 - Expect Completion)	\$100,000	* In Progress
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NEW CAPITAL / ONE TIME REQUESTS

2023-2024

2024-2025

2025-2026

2026-2027

2027-2028

Parks & Recreation Department	Rehab Walking Trail - Veterans	\$175,000				
	Veterans Memorial Park – Replace Work Out Station	\$85,000				
	Mankin Park Playground		\$150,000			
	Greenway Extension		\$400,000	\$400,000	\$200,000	
	West Side Neighborhood Park			\$750,000		
	Soccer Park				\$500,000	
	Amphitheater at Veterans Park				\$450,000	
Total - New Requests		\$260,000	\$550,000	\$1,150,000	\$1,150,000	\$0

FUND 322 - FIRE IMPACT FEE FUND

NEW CAPITAL / ONE TIME REQUESTS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Fire Department	Equipment/Radios/Turnout Gear/Uniforms for new Firefighters (Possible Safer Grant funding)	\$67,800				
	Vehicle for New Fire Inspector	\$40,000				
Total		\$107,800	\$0	\$0	\$0	\$0

FUND 413 - WATER AND SEWER FUND

REMAINING FY 2022-2023

		2022-2023
Sewer Department	One (1) New Ford Explorer for Utility Mapping (FY 2022-2023 - Received)	\$35,000
	One (1) New Fork Lift (Shared with Water) (FY 2022-2023 - Expect Completion)	\$50,000
	Rehab / Maintenance for Fergus Road Pump Station (FY 2022-2023 - Expect Completion)	\$80,000
Total		\$165,000

* In Progress

CARRYOVER ITEMS FROM FY 2022-2023

		2023-2024
Sewer Department	Two (2) New F-250 Service Trucks (FY 2022-2023) (Approved by BOMA on 8/02/22 - Cost Updated)	\$121,400
	One (1) New Dump Truck with Salt Equipment (FY 2022-2023) (Approved by BOMA on 7/05/22)	\$200,000
Water Department	One (1) New F-450 Water Break Truck (FY 2022-2023) (Approved by BOMA on 7/05/22 - Cost Updated)	\$82,600
	One (1) New Dump Truck with Salt Equipment (FY 2022-2023) (Approved by BOMA on 7/05/22)	\$200,000
	Hydrant Painting (1,400 hydrants)	\$150,000
Total		\$432,600

NEW CAPITAL / ONE TIME REQUESTS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Water Treatment Plant	Automatic Transfer Switch Replacement at Water Intake	\$200,000				
	Filter and Blowdown Actuators	\$375,000				
	New Coagulant Pumps	\$50,000				
	Bacteriological Sampling Stations	\$85,000				
	Online Instrumentation for Phosphate	\$20,000				
	Online TOC Analyzer	\$50,000				
	Roll-Up Doors		\$50,000			
	Online Instrumentation for Manganese		\$70,000			
	Online Instrumentation for Flouride		\$12,000			
	Redesign the Administration Building			\$1,500,000		
	Lighting on Plant			\$100,000		
	Automatic Gate at Back Exit and Water Intake				\$32,100	
	Upgrade Camera System				\$20,000	
	Concrete Entire Lagoon					\$50,000
Sewer Department	200' Push Camera	\$12,000				
	Muffin Monster Replacement	\$60,000				
Water Department	Mini X Trailer	\$20,000				
	2 Ford Maverick Pickup Trucks (Meter Division)	\$60,000				
TOTAL NON-RECURRING CAPITAL REQUESTS		\$932,000	\$132,000	\$1,600,000	\$52,100	\$50,000

NEW RECURRING / PERSONNEL REQUESTS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Water & Sewer Fund	Office / Building Manager for new PW/CDS Facility (Grade G w/benefits)		\$65,000			

FUND BALANCE ITEMS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Public Works / CDS Facility	Construction	\$14,025,000				
	Furniture / Low Voltage Wiring / Cameras / Door Locks (Estimated \$2,000,000 total)	\$1,100,000				
TOTAL FUND BALANCE ITEMS		\$15,125,000				

TOTALS FOR WATER AND SEWER FUND - FY 2023-2024		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Carryover Items		\$432,600	\$0	\$0	\$0	\$0
New Non-Recurring Requests		\$932,000	\$132,000	\$1,600,000	\$52,100	\$50,000
New Recurring / Personnel Requests		\$0	\$65,000	\$0	\$0	\$0
Grand Total - New Requests		\$932,000	\$197,000	\$1,600,000	\$52,100	\$50,000
Fund Balance Items		\$15,125,000				

FEE SCHEDULE

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

Name / Purpose of Fee	2023 - 2024	2022 - 2023	2021 - 2022	LMC / Ordinance Reference
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**

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>2021 - 2022</u>	<u>LMC / Ordinance Reference</u>
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**

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>2021 - 2022</u>	<u>LMC / Ordinance Reference</u>
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: June 1, 2023

Item Title: Second 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 is 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: June 1, 2023

Item Title: Second 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: June 1, 2023

Item Title: Ratify the Emergency Purchase of Replacement Pumps and an External Bypass Pump for the Interstate Sewer Pump Station.

Department: Finance

Presented By: Felicia Anderson

Item Attachments:

1. Invoice - Herc Rentals
2. Invoice - Southern Sales - Pumps
3. Invoice - Southern Sales - Installation

Summary:

This is a request to ratify the emergency purchases needed for the Interstate Sewer Pump Station due to pump failure at the station.

Background Information:

On Sunday, May 14, 2023, we had an emergency issue at the Interstate Sewer Pump Station. Shane Stott had to order a bypass pump from Herc Rentals as they were the only company to get back to him soon enough. After further inspection, we had to order two new pumps for the pump station from Southern Sales at a cost of \$15,650. These pumps have been installed. The installation cost was \$6,217.00. The final cost for the bypass pump was \$4,192.11.

Financial Summary:

The total cost for this emergency purchase is \$26,059.11.

Staff Recommendation:

Staff recommends approval.

CUSTOMER COPY
ORIGINAL INVOICE

Res/Quote Number: 55023809

5/31/23

Invoice Number: 33728813-001

PAYMENT TERMS ARE DUE UPON RECEIPT

LATE CHARGES MAY APPLY

Customer is responsible for FUEL, FLATS,
DAMAGE and CLEANUP FEES.

AMOUNT DUE: \$ 4192.11

AMOUNT ENCLOSED: \$ _____

CITY OF LAVERGNE
5093 MURFREESBORO RD
LAVERGNE, TN 37086-2706

CUSTOMER NUMBER: 1863514

MAIL PAYMENT TO:
HERC RENTALS INC.
PO BOX 936257
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:

HERC RENTALS (360)
1320 MURFREESBORO ROAD
NASHVILLE, TN 37217
Ph: 615-365-8888
Fax: 615-365-3252

SHIPPING ADDRESS:

153 CHARTER PLACE
153 CHARTER PL
LA VERGNE, TN 37086

RENTAL DAYS:

14

INVOICE FROM DATE: 5/14/23 10:01
INVOICE THRU DATE: 5/28/23 11:00

PO# :

JOB NUMBER : 153 CHARTER PLACE

RENTAL START DATE: 5/14/23 10:00

DELIVERED BY: HERC

ORDERED BY: SHANE STOTT

SIGNED BY: WET SIGNATURE

SALES REP: CHRIS DENNIS

CLOSED BY: GARRETT CESARETTI

	Original	Adjustments	Total
RENTAL CHARGES	2147.00		2147.00
OTHER CHARGES	897.61		897.61
FUEL CHARGES	487.50		487.50
DELIVERY/PICK UP	660.00		660.00
TOTAL CHARGES	4192.11		4192.11
NET DUE			4192.11

QTY	EQUIPMENT #	HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST 4IN T4F DSL 800413642 Make: PIONEER Model: 44S10-HRC-01-D Ser #: 23D192800026Z 8011220 Hours Free: HR OUT: 1.000 HR IN: 56.000 TOTAL: 55.000 FREE: 96.000 EXCESS: 0 HRS CHG: 18.250 EMISSIONS & ENV SURCHARGE EMISSIONS	8/	230.00	38.33	230.00	730.00	1742.00	1460.00
					8	40	160	
5	RUBBER SUCTION HOSE CAM CPLNG 4X20 9206409	8/	30.00	5.00	30.00	60.00	120.00	600.00
1	INCREASER / REDUCER 6X4 9201027	8/	20.00	3.33	20.00	40.00	60.00	60.00
1	WATER PUMP FLOAT SWITCH DOUBLE 9203645	8/	7.00	1.17	7.00	16.00	27.00	27.00
SALES ITEMS:								
QTY	ITEM NUMBER	UNIT	PRICE					AMOUNT
4	LABOR	EA	150.000					600.00
	3730000001 - LABOR SETUP							
40	PREVENT MAINT \$3.50	EA	3.500					140.00
	3770000001 - PREVENTATIVE MAINTENANCE							

CONTINUED

Customer Number: 1863514 Res/Quote Number: 55023809 Invoice Number: 33728813-001 Invoice Date: 5/31/23

For GREAT DEALS on USED EQUIPMENT - Visit us at HercRentals.com

CUSTOMER COPY
ORIGINAL INVOICE

Res/Quote Number: 55023809

5/31/23

Invoice Number: 33728813-001

Customer Number: 1863514

CITY OF LAVERGNE
5093 MURFREESBORO RD
LAVERGNE, TN 37086-2706

Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

QTY	EQUIPMENT #		HRS/	MIN	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
75	REFUEL	EA	6.500						487.50
	3741000001 - REFUEL SERVICE FEE - REVENUE								
1	TRANS SRVC SURCHARGE		64.350						64.35
	3710000001 - TRANS SERVICE SURCHARGE								
1	TRANS SRVC SURCHARGE		64.350						64.35
	3710000001 - TRANS SERVICE SURCHARGE								

Customer Number: 863514

Res/Quote Number: 55023809

Invoice Number: 33728813-001

Invoice Date: 5/31/23

For GREAT DEALS on USED EQUIPMENT - Visit us at HercRentals.com



Invoice

ORIGINAL
DUPLICATE

Date Of Duplicate: 06/01/2023

Customer Number: 107676	Invoice Number: CD99070630	Terms of Payment: Net 30
Order Number: T151656	Invoice Date: 05/30/2023	Latest Ship Date: 05/26/2023
Purchase Order: 413-4989	Due Date: 06/29/2023	Ship Via: SEE INSTRUCTIONS

Invoice Address
CITY OF LAVERGNE
ATTN: ACCOUNTS PAYABLE
148 INTERNATIONAL BLVD.
LAVERGNE TN 37086

Delivery Address
INTERSTATE SEWER LIFT STATION
153 CHARTER PLACE
LAVERGNE TN 37086

Sales

Line	Part No / Description	Sales Qty	UOM	Unit Price	Ext. Amount
1	SULZER PUMP . XFP100E-CB1.5 PE105/4 14HP 460/3/60 PUMP Serial Number: 300743421M;300873105M	2.0	EA	7,825.00	15,650.00

Sub Total Amount **15,650.00**

Total Tax **0.00**

Invoice Amount **15,650.00**

NASHVILLE ADDRESS:
TENCARVA MACHINERY COMPANY
2937 KRAFT DR
NASHVILLE, TN 37204
PHONE (615)742-3101
FAX (615)742-3031
CREDIT@TENCARVA.COM

REMIT TO BY MAIL/ONLINE:
TENCARVA MACHINERY
PO BOX 409897
ATLANTA, GA 30384

WWW.TENCARVA.COM

REMIT BY ACH:
RECEIVING BANK: BANK OF AMERICA, N.A.
ABA/ROUTING #: 053000196
ACCOUNT #: 0021-208-186

EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM



Invoice

ORIGINAL
DUPLICATE

Date Of Duplicate:06/01/2023

Customer Number: 107676	Invoice Number: CD99070630	Terms of Payment: Net 30
Order Number: T151656	Invoice Date: 05/30/2023	Latest Ship Date: 05/26/2023
Purchase Order: 413-4989	Due Date: 06/29/2023	Ship Via: SEE INSTRUCTIONS

Terms and Conditions

Tencarva Machinery Company dba as Southern Sales ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.

2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.

3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.

4. Once placed, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to the date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.

5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, patent infringement claims.

6. Buyer shall supply to Tencarva, in a timely fashion, all required technical information, including drawing approval and all required documentation. Tencarva shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the Products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.



Invoice

**ORIGINAL
DUPLICATE**

Date Of Duplicate: 06/01/2023

Customer Number: 107676	Invoice Number: CD99071572	Terms of Payment: Net 30
Order Number: T148721	Invoice Date: 06/01/2023	Latest Ship Date: 06/01/2023
Purchase Order: SHANE	Due Date: 07/01/2023	Ship Via: SERVICE CALL

Invoice Address
CITY OF LAVERGNE
ATTN: ACCOUNTS PAYABLE
148 INTERNATIONAL BLVD.
LAVERGNE TN 37086

Delivery Address
INTERSTATE SEWER LIFT STATION
153 CHARTER PLACE
LAVERGNE TN 37086

Sales

Line	Part No / Description	Sales Qty	UOM	Unit Price	Ext. Amount
1	FIELD TECH ASST LABOR GARRETT MORRIS LABOR 4-27-2023	5.0	EA	120.00	600.00
2	FIELD TECH ASST LABOR GARRETT MORRIS LABOR 5-30-2023	9.25	EA	120.00	1,110.00
3	FIELD TECH LABOR DAVID SIMPSON LABOR 4-27-2023	6.75	EA	170.00	1,147.50
4	FIELD TECH LABOR DAVID SIMPSON LABOR 5-30-2023	10.25	EA	170.00	1,742.50
7	TRUCK CRANE TRUCK CRANE USE 4/27/23	1.0	EA	43.00	43.00
8	TRUCK CRANE TRUCK CRANE USE 5/30/23	1.0	EA	43.00	43.00
9	FIELD TECH LABOR DBL EMERGENCY SERVICE CALL GARRETT MORRIS 5-14-2023	4.25	EA	340.00	1,445.00
10	SERVICE SUPPLIES . MISC SERVICE SUPPLIES	1.0	EA	86.00	86.00

TROUBLESHOOT PUMP STATION

Sub Total Amount	6,217.00
Total Tax	0.00
Invoice Amount	6,217.00

NASHVILLE ADDRESS:
TENCARVA MACHINERY COMPANY
2937 KRAFT DR
NASHVILLE, TN 37204
PHONE (615)742-3101
FAX (615)742-3031
CREDIT@TENCARVA.COM

REMIT TO BY MAIL/ONLINE:
TENCARVA MACHINERY
PO BOX 409897
ATLANTA, GA 30384

WWW.TENCARVA.COM

REMIT BY ACH:
RECEIVING BANK: BANK OF AMERICA, N.A.
ABA/ROUTING #: 053000196
ACCOUNT #: 0021-208-186

EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM



Invoice

ORIGINAL
DUPLICATE

Date Of Duplicate:06/01/2023

Customer Number: 107676	Invoice Number: CD99071572	Terms of Payment: Net 30
Order Number: T148721	Invoice Date: 06/01/2023	Latest Ship Date: 06/01/2023
Purchase Order: SHANE	Due Date: 07/01/2023	Ship Via: SERVICE CALL

Terms and Conditions

Tencarva Machinery Company dba as Southern Sales ("Tencarva") agrees to contract with Buyer for the sale of the equipment described herein (the "Products") and services to be performed by Tencarva in connection the Products (the "Services") only if Buyer's acceptance of Tencarva's offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer's exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva's liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.

2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.

3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY'S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.

4. Once placed, orders for the Products or Services by Buyer may be canceled only with Tencarva's approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to the date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.

5. To the extent that Products or any portion thereof are supplied according to Buyer's design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, patent infringement claims.

6. Buyer shall supply to Tencarva, in a timely fashion, all required technical information, including drawing approval and all required documentation. Tencarva shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the Products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: Approve the Renewal of the Property and Crime, Liability and Workers Compensation Insurance Package for Fiscal Year 2023-2024 with Public Entity Partners.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. PEP Renewal Quote 2023/2024

Summary:

This is our 2023 / 2024 annual insurance renewal policy through Public Entity Partners.

Background Information:

The City of La Vergne continues to use Public Entity Partners for insurance. Below is a summary of the rates for 2023 / 2024:

General Liability, Personal Injury Liability, Errors or Omissions Liability, Automobile Liability, and Physical Damage Policy: \$531,555.00 / annual
(*Liability premium increased by 18.02% from the 2022 / 2023 policy year.)

Property and Crime Policy: \$200,183.00 / annual
(*Property and Crime premium increased by 27.32% from the 2022 / 2023 policy year.)

Workers' Compensation Policy: \$299,839.00 / annual
(*WC premium increased by 11.03% from the 2022 / 2023 policy year.)

Financial Summary:

Liability: \$531,555
Property: \$200,183
Workers' Compensation: \$299,839
Total: \$1,031,577

Staff Recommendation:

Staff recommends approval.



PROPERTY AND CRIME POLICY
COVERAGE DECLARATIONS

Policy Number:
PPR-5348-24

Ren/Rewrite of:
PPR-5348-23

ITEM 1. **INSURED**

LA VERGNE, CITY OF
5093 MURFREESBORO RD
LA VERGNE, TN 37086

AGENT

DIRECT
5093 MURFREESBORO RD
LA VERGNE, TN 37086

ITEM 2. **COVERAGE PERIOD: From 07/01/2023 To 07/01/2024**

12:01 A.M. Standard Time at the Insured's Mailing Address.

ITEM 3. **COVERAGE PARTS**

QUOTATION ONLY

In return for the payment of the premium, and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages shown below for which a premium charge is stated.

ONE YEAR POLICY PERIOD: 2023-2024

Coverage and Premium for this Coverage Period

COVERAGE	COVERAGE PART	PREMIUM
----------	---------------	---------

PROPERTY COVERAGE (Part One)

Buildings and Personal Property	A	194,156
Electronic Data Processing Equipment	B	2,413
Mobile Equipment	C	3,204
Equipment Breakdown	D	Included
Automatic Coverages	E	Included
SUBTOTAL		199,773

CRIME COVERAGE (Part Two)

Employee Dishonesty	A	Included
Forgery or Alteration	B	Included
Theft, Disappearance or Destruction	C	64
Computer Fraud	D	346
Other		NA
SUBTOTAL		410
TOTAL		200,183

PUBLIC ENTITY PARTNERS
562 Franklin Rd. Suite 200, Franklin, TN 37069



GENERAL LIABILITY, PERSONAL INJURY LIABILITY,
ERRORS OR OMISSIONS LIABILITY,
AUTOMOBILE LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE POLICY

Policy Number:
PLI-0199-24

DECLARATIONS

Ren/Rewrite of:
PLI-0199-23

ITEM 1. **INSURED**

LA VERGNE, CITY OF *

5093 MURFREESBORO RD

LA VERGNE, TN 37086

*See Additional Named Insured Endorsement

AGENT

DIRECT

5093 MURFREESBORO RD

LA VERGNE, TN 37086

ITEM 2. **COVERAGE PERIOD: From 07/01/2023 To 07/01/2024**

12:01 A.M. Standard Time at the Insured's Mailing Address.

ITEM 3. **COVERAGE PARTS**

QUOTATION ONLY

In return for the payment of the premium, and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages shown below for which a premium charge is stated.

ONE YEAR POLICY		
Coverage and Premium for this Coverage Period		
COVERAGE	COVERAGE PART	PREMIUM
General Liability	A/B	42,164
Law Enforcement Liability	A/B	89,428
Errors or Omissions Liability	C	220,669
Automobile Liability	D	101,845
Automobile Physical Damage	E	77,449
Other		
TOTAL		531,555

PUBLIC ENTITY PARTNERS

562 Franklin Rd. Suite 200, Franklin, TN 37069



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Policy Number: PWC-0218-24

DECLARATIONS

Ren/Rewrite of: PWC-0218-23

ITEM 1.	INSURED LA VERGNE, CITY OF 5093 MURFREESBORO RD LA VERGNE, TN 37086	AGENT DIRECT 5093 MURFREESBORO RD LA VERGNE, TN 37086
---------	--	--

ITEM 2. **POLICY PERIOD:** From 07/01/2023 to 07/01/2024 12:01 A.M. Standard Time at the Insured's Mailing Address

ITEM 3A. **WORKERS COMPENSATION COVERAGE** Section One of the Policy applies to the Workers Compensation Law of the State of Tennessee

ITEM 3B. **EMPLOYERS LIABILITY COVERAGE** Section Two of the Policy applies to work in each state listed in Item 3A.

THE LIMITS OF OUR LIABILITY UNDER SECTION TWO ARE:

BODILY INJURY BY ACCIDENT	\$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	\$ 1,000,000	EACH EMPLOYEE

ITEM 3C. **OTHER STATES COVERAGE** Section Three of the Policy applies to the states, if any, listed here. All States except ND, WA, WY, OH and those listed in 3A.

ITEM 4. **FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS**

WC Declarations 7-1-2022
WC Schedule 7-1-2015
Endorsement - Voluntary Compensation Medical 7-1-2020
Endorsement - Voluntary Compensation Accident 7-1-2020
Deductible Endorsement 7-1-2015
Workers Comp Coverage Policy 7-1-2022

QUOTATION ONLY

ITEM 5. In return for the payment of premium for each policy period and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages reflected on this declaration page and attached schedule. Adjustment of the premium will be made annually by audit after the expiration of each policy period.

ITEM 5A. **PER OCCURRENCE DEDUCTIBLE:** \$1,000
VOLUNTARY ACCIDENT WEEKLY BENEFIT: \$ 450

ONE YEAR POLICY	
<u>Premium for this Policy Period</u>	
MANUAL PREMIUM	\$613,795
INCREASED LIMITS FACTOR	1.028
EXPERIENCE MODIFICATION	.796
SCHEDULE MODIFICATION	.750
OTHER PREMIUM MODIFICATION	.950
DEDUCTIBLE/RETENTION FACTOR	.900
ONE YEAR POLICY FACTOR	.980
TN DRUG FREE WORKPLACE FACTOR	.950
COMBINED MODIFICATION FACTOR	.4885
TOTAL ESTIMATED POLICY PREMIUM	\$299,839



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: Approve Change Order #3 for the Industrial Boulevard Sewer Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Change Order #3

Summary:

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

Background Information:

The City awarded the bid to Isinguard Construction Group, Inc for the work associated with the Industrial Boulevard Sewer Expansion at the September 6, 2022 meeting. The bid amount approved was \$1,540,026.00. Change Order #2 added \$60,423.90 to the contract price to add more materials for the project. Please see attachment 1 for a detailed description of the changes in Change Order #3.

Financial Summary:

The estimated total amount of this change order is \$6,550.00. The total amount for this project, including this change order, is \$1,623,229.90.

Staff Recommendation:

Staff recommends approval.



Isinguard Construction Group Inc.
656 Lebanon Hwy
Carthage, TN 37030
Date: May 8, 2023

Subject: Moving of Fire Hydrant

Gary,

I looked it up we installed an anchor Tee at that location, so the only way to move the valve would be to install a sleeve on the anchor and then add the pipe footage that you want. It will all be the same price to move just the hydrant verses moving the valve and the Hydrant. You can make that determination as to what you want to do. BJ's water would not be shut off by this move. There is a valve just after the BJ's connection.

The lumpsum price is \$6,550.00. This would be to move it a maximum of 20ft. This is because the pipe only comes in 20ft sections, so regardless I must purchase 20ft. of pipe.

We can get on this just as soon as we can get all the material together and equipment moved. Should be just a few days. It would take about a day to complete.

Sincerely,

David Eatherly, President

615-588-4995 o.

615-714-1698 c.

deatherly@isinguard.com



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: Approve Supplement #2 to Railroad Agreement with TDOT for the Stones River Railroad Crossing Improvements.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Supplement #2

Summary:

This item is to approve changes to the original agreement due to higher than expected construction costs.

Background Information:

At the time of actual construction, there was an increase in material cost that resulted in a change from the original contract amount by \$112,592.00.

Financial Summary:

The financial responsibilities for the City has not changed from the original contract for which the amount of \$57,355.00 is to be split 10% for the City (5,735.50) and 90% TDOT (\$51,619.50). The remaining amount of \$112,592.00 will be paid 100% by TDOT.

Staff Recommendation:

Staff recommends approval.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

May 9, 2023

Mr. Michael Dietz, Public Works Director
City of La Vergne
148 International Boulevard
La Vergne, TN 37086

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070397 Supplement 2**

Dear Mr. Dietz:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of La Vergne for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	349-234W
Federal Project Number	HSIP-R-4046(10)
State Project Number	75953-2268-94
PIN Number	128468.00
Railroad Company	CSX Railroad
Railroad Milepost	00J 16.05
Highway (Route)	Stones River Rd (04046)
Highway Log Mile	0.19
City, County	La Vergne, Rutherford County

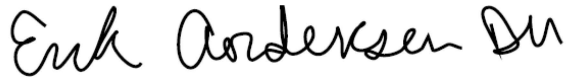
Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, flowing style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 2 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of La Vergne**, Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070397, dated the 20th day of October, 2022, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 128468.00, HSIP-R-4046(10), 75953-2268-94, Stones River Rd (04046) at LM 0.19 located in La Vergne, Rutherford County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated October 22, 2022, which estimate is in the amount of \$152,770.00, and for which the amount of \$57,355.55 is to be split 10% for the City of La Vergne (\$5,735.50) and 90% for TDOT (\$51,619.50); and for which the remaining amount of \$95,415.00 is 100% for TDOT.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated May 5, 2023, which estimate is in the amount of \$169,947.55, and for which the amount of \$57,355.55 is to be split 10% for the City of La Vergne (\$5,735.50) and 90% for TDOT (\$51,619.50); and for which the remaining amount of \$112,592.00 is 100% for TDOT.

To remove the original Exhibit A dated: September 22, 2022

And replace with the attached Exhibit A dated: May 5, 2023

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of La Vergne, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____
Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

City Attorney

BY: _____

John H. Reinbold
General Counsel

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of LaVergne
5093 Murfreesboro Road
LaVergne, TN 37086

PROJECT: Stones River Road at
CSX Railway

INVOICE NO.: 5401-1
PERIOD TO: 04/30/2023
INVOICE DATE: 04/30/2023

Exhibit A, Page 1 of 2

FROM VENDOR:
Sessions Paving Company
P. O. Box 90266 Nashville, TN 37209

PIN: 128468.00
STATE PROJECT NO.: 75953-0268-94
FED. PROJECT NO.: HSIP-R4046(10)

SPC JOB NO.: 5401

VENDOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1....ORIGINAL CONTRACT SUM.....	\$	152,770.00
2....Net Change by Change Orders Contract.....	\$	-
3....CONTRACT SUM TO DATE (Line 1 + 2)	\$	152,770.00
4....TOTAL COMPLETED TO DATE.....	\$	169,947.55
5....RETAINAGE:		
.....a. 0% of Completed Work.....		
.....b. 0% of Stored Material.....	\$	-
..... Total Retainage (Line 5a + 5b)	\$	-
6....TOTAL EARNED LESS RETAINAGE.....	\$	169,947.55
7....LESS PREVIOUS APPLICATIONS/CERTIFICATES		
.....FOR PAYMENT.....	\$	-
8....CURRENT PAYMENT DUE.....	\$	169,947.55
9....BALANCE TO FINISH, INCLUDING		
.....RETAINAGE.....		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0
Total approved this Month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	0.00	0

The undersigned Vendor certifies that to the best of the Vendor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by

VENDOR: Sessions Paving Company

BY: Joseph A. Campbell Date: 04/30/2023
JOSEPH A. CAMPBELL, CONTROLLER
State of Tennessee

County of Davidson

Subscribed and sworn to before me

this 30th day of April 2023

Notary Public: Stacey Frisbee

My commission expires: March 09, 2027



AMOUNT CERTIFIED..... \$ 169,947.55

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application that are changed to conform to the amount certified.)

OWNER:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Vendor names herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

	Sessions Paving Company	Contractor Itemized Invoice				Exhibit A, Page 1 of 2					
	P. O. Box 90266										
	Nashville, TN 37209										
STONES RIVER ROAD AT CSX RAILWAY					ESTIMATE NO.	1					
DATE:	4/30/2023										
BILLING PERIOD:	4/30/2023				SPC JOB NO.	5401					
ITEM NO.	DESCRIPTION	UNIT	BID QTY.	UNIT PRICE	SCHEDULED VALUE	QUANTITIES			AMOUNT BILLED		
						CURR.	PREV.	TO DATE	CURRENT	PREVIOUS	TO DATE
105-01	CONSTRUCTION STAKES, LINES & GRADES	LS	1.00	\$15,000.00	\$15,000.00	1.000		1.000	\$15,000.00	\$0.00	\$15,000.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	60.00	\$100.00	\$6,000.00	57.630		57.630	\$5,763.00	\$0.00	\$5,763.00
203-07	PLACING & SPREADING TOPSOIL	CY	20.00	\$60.00	\$1,200.00			0.000	\$0.00	\$0.00	\$0.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	30.00	\$250.00	\$7,500.00	33.790		33.790	\$8,447.50	\$0.00	\$8,447.50
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1.00	\$1,200.00	\$1,200.00	1.080		1.080	\$1,296.00	\$0.00	\$1,296.00
411-01.10	ACS MIX (PG64-22) GRADING E	TON	160.00	\$265.00	\$42,400.00	182.970		182.970	\$48,487.05	\$0.00	\$48,487.05
712-01	TRAFFIC CONTROL (ALL ITEMS)	LS	1.00	\$28,500.00	\$28,500.00	1.000		1.000	\$28,500.00	\$0.00	\$28,500.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK, W/ REFL. STRIP & POSTS)	EA	6.00	\$565.00	\$3,390.00	6.000		6.000	\$3,390.00	\$0.00	\$3,390.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	22.00	\$40.00	\$880.00	20.000		20.000	\$800.00	\$0.00	\$800.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EA	2.00	\$900.00	\$1,800.00	2.000		2.000	\$1,800.00	\$0.00	\$1,800.00
716-12.01	ENHANCED FLATLINE THERMO PAVEMENT MARKING (4" LINE)	LM	0.40	\$12,000.00	\$4,800.00	0.422		0.422	\$5,064.00	\$0.00	\$5,064.00
717-01	MOBILIZATION	LS	1.00	\$32,000.00	\$32,000.00	1.000		1.000	\$32,000.00	\$0.00	\$32,000.00
725-03.28	RAILROAD FLAGMAN	DAY	2.00	\$2,500.00	\$5,000.00	7.760		7.760	\$19,400.00	\$0.00	\$19,400.00
801-01	SEEDING (WITH MULCH)	UNIT	15.00	\$200.00	\$3,000.00			0.000	\$0.00	\$0.00	\$0.00
801-03	WATER (SEEDING & SODDING)	MG	1.00	\$100.00	\$100.00			0.000	\$0.00	\$0.00	\$0.00
	TOTALS:				\$152,770.00				\$169,947.55	\$0.00	\$169,947.55



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title:	Ratify the Approval of a Grant Contract with the State of Tennessee Department of Environment and Conservation for Three Non-Collaborative Drinking Water Projects for the Water Infrastructure Investment Plan Using the State of Tennessee American Rescue Plan Fiscal Recovery Funds.
Department:	City Administrator
Presented By:	Kyle Brown
Item Attachments:	1. Grant Contract - ARP Projects

Summary:

This will ratify the approval of the grant contract with TDEC for the drinking water projects associated with the non-competitive grant from the State using their ARP funding.

Background Information:

The city submitted an application with the Tennessee Department of Environment and Conservation for the non-competitive portion of the ARP funds that are available from the state for drinking water projects. The projects submitted included the Water System SCADA Upgrades (\$2,000,000), WTP Clarifier Tube Settlers & Appurtenances (\$800,000) and the 24-inch Water Main and Appurtenances from Mason Road to Sanders Tank (\$694,124.73).

The city received the contract from TDEC on May 3, 2023 and requested that it be signed and sent back within 5-7 business days. The Mayor signed the contract on May 4, 2023 and the State signed it on May 5, 2023. Due to the timing, we were not able to bring it for BOMA approval prior to signatures.

Financial Summary:

The total grant contract amount is \$3,494,124.73, which will come from the State ARP funds. The city has a matching portion of \$1,005,875.27, which will come from the city's ARP funds.

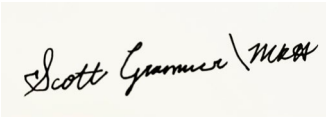
Staff Recommendation:

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 March 3, 2021	End Date September 30, 2026	Agency Tracking # 32701-04953	Edison ID 75541		
Grantee Legal Entity Name City of LaVergne			Edison Vendor ID 0000001520		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number Grantee's fiscal year end: June 30			
Service Caption (one line only) This is a Non-Collaborative Proposal by the City of LaVergne for three (3) drinking water projects.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$3,494,124.73	\$0.00	\$0.00	\$3,494,124.73
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	0.00	\$3,494,124.73	\$0.00	\$0.00	\$3,494,124.73
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is \$1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.			
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) EN00021220/327.34		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF LAVERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, 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 drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001520

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 State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).
- A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:
- ☒ Drinking Water
 - ☐ Wastewater
 - ☐ Stormwater
- A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):
- ☐ Investigation and Planning
 - ☐ Investigation, Planning, and Design
 - ☐ Planning, Design, and Construction
 - ☒ Construction Only
- A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.
- A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

- i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at <https://www.tn.gov/environmental/arp.html>;
 - ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.
- A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:
 - i. Include three years of data from audited financial statements; and
 - ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.
- A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - i. This Grant Contract document with any attachments or exhibits;
 - ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
 - iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at <https://www.tn.gov/environment/arp.html>.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.
- A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.
- A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

 - i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.
 - ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide

an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. Investigation, Planning, and Design (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

- i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. Planning, Design, and Construction (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

- i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:
 - a. Provide an approved corrective action plan/engineering report (CAP/ER);
 - b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and
 - i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

- i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or
- ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

- v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.
- vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. Construction Only (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

- i. ☒ Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.
- ii. ☐ Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:
 - a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;
 - b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);
 - c. Does not need coverage under a construction general permit; and
 - d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.
- iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

- a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);
 - b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or
 - b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.
- vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.
- xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.
- xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

- A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.
- A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.
- A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.
- A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (USFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.
- A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.
- A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.
- A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.
- A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of \$150,000 or more.
- A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("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 March 3, 2021.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Million Four Hundred Ninety-Four Thousand One Hundred Twenty-Four Dollars and Seventy-Three Cents (\$3,494,124.73) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

- 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:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

- 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: Environment and Conservation & Division of Water Resources.
 - (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 allowable, 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-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. 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.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required 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.
- e. The Grantee must close out its accounting records at the end of the contract period 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 the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, 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. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.
- 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:

Vena Jones & Environmental Consultant 3
Tennessee Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Jason Cole, Mayor
City of LaVergne
5093 Murfreesboro Road
LaVergne, TN 37086
jcole@laveragnetn.gov
Telephone # (615) 793-6295

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, Department of Environment and Conservation." 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. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

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*.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as

provided in 2 CFR § 200.425. 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 CFR §§ 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. Reserved

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, 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 or other project owner 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 or other project owner 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 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 by Grantee 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 by Grantee 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 by Grantee 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.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

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 or other project owner, 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.

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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. 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 CFR § 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.

E.4. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling \$10,000,000 or greater.

- 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. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.
- E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

CITY OF LAVERGNE:


Jason Cole (May 4, 2023 10:52 CDT)

May 4, 2023

GRANTEE SIGNATURE

DATE

Jason Cole

5/4/2023

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT ENVIRONMENT AND CONSERVATION:


David W. Salyers, P.E./msg (May 5, 2023 09:24 CDT)

May 5, 2023

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: March 3, 2021		END: September 30, 2026		
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	\$0.00	\$0.00	\$0.00
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	\$3,494,124.73	\$1,005,875.27	\$4,500,000.00
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)			
25	GRAND TOTAL	\$3,494,124.73	\$1,005,875.27	\$4,500,000.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
DW-COSStd-1 Water System SCADA Upgrades	\$2,000,000.00
DW-COSStd-2 Water Treatment Plant Clarifiers Tube Settlers & Appurtenances	\$800,000.00
DW-COSStd-3 1,300 LF 24-in Water Main and appurtenances	\$694,124.73
TOTAL	\$3,494,124.73

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000001520

Is City of LaVergne a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of LaVergne a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: Approve Change Order #1 - Johnson + Bailey Architects - New Fire Station 41.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Change Order #1

Summary:

This change order documents a credit to the City's project due to changes to the site layout. The changes were a result of a reporting error in property boundaries.

Background Information:

The City will receive a credit of \$167,080 due to savings in asphalt, concrete, curbs, and striping for the lower parking lot project. Johnson + Bailey underestimated the allowance for door hardware, which added \$51,984.93 to the allowance. During preliminary construction, the contractor discovered a septic tank, which was unknown, and required remediation. This cost was not included in the original contract. The total remediation fee is \$7,679.38

The contractor requested an additional 96 work days due to property line research, engineering for the parking lot change, and weather delays. The projected completion date should be May 11, 2024.

Financial Summary:

The total deduction for the project is \$107,416.28.

Staff Recommendation:

Staff recommends approval.



Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

CHANGE ORDER NO. 1

PROJECT: Station No: 41
La Vergne Fire Rescue Department
The City of La Vergne

CONTRACTOR: Romach, Inc.
Nathan Morgan, Vice President
170 Reynolds Road
Franklin, TN 37064

CHANGE ORDER NO: 1

DATE: May 17, 2023

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: October 13, 2022

You are hereby directed to make the following changes in this Contract

ITEM 1: Furnish and install site elements as described in revised Civil Drawings dated 02-17-2023. The site layout in regards to: parking, utility locations and elements, and stormwater management elements and design details were revised based on the findings of newly conducted surveys by CEC. These surveys clarified the previously believed correct locations of the northwestern boundary of the site and more accurately showed the locations of existing sanitary sewer and potable water supply lines. Refer to attached Romach letter dated March 3, 2023 and Cost Itemization Form. Due to the time involved in the property boundary process and the resulting site redesign and weather delays documented in daily logs and reports the Contractor has requested an additional 96 calendar days be added to the contract.

DEDUCT-\$167,080.59

ITEM 2: Based on actual product submittals and a hardware meeting between the design team and hardware supplier and the contractor, it was determined the allowance of \$28,000.00 included in the construction documents for all opening hardware was not sufficient to meet the project's specified needs. Refer to attached Romach Cost Itemization Form and Cook/Boardman Letter.

ADD:\$51,984.93

ITEM 3: The sanitary cleanup and removal of a previously unknown septic tank after discovery. Refer to attached Romach Cost Itemization Form and correspondence from Harness.

ADD:\$7,679.38

TOTAL DEDUCT:-\$107,416.28

CONTINUED ON FOLLOWING PAGE

La Vergne Fire Rescue Department
Station No: 41
Change Order No: 1
May 17, 2023
Page 2 of 2

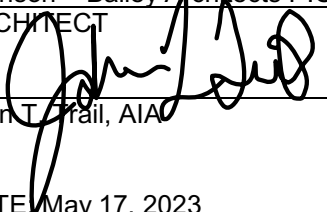
SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$11,512,100.00
Net change by previously authorized Change Orders	\$0.00
The Owner Contingency Included in Contract Sum.	\$981,818.00
Remaining Owner Contingency after this Change Order	\$981,818.00
The Contract Sum prior to this Change Order was	\$11,512,100.00
The Contract Sum will be decreased by this Change Order	\$107,416.28
The new Contract Sum including this Change Order will be	\$11,404,683.72
The Contract Time will be modified by	Ninety Six (96)Days
The Date of Substantial Completion as of the date of this Change Order therefore is	May 11, 2024

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

DATE: May 17, 2023

Romach, Inc.
CONTRACTOR

BY
Nathan Morgan, Vice President

DATE:

The City of La Vergne
OWNER

BY
Jason Cole, Mayor

DATE:

ATTACHMENTS:

1. Romach Letter and Cost Itemization dated March 03, 2023. With backup information from Harness and Gibbs Brothers. Total of 10 pages.
2. Romach Cost Itemization dated May 17, 2023. With backup information from Cook & Boardman. Total of 3 pages.
3. Romach Cost Itemization dated January 12, 2023. With backup information from Harness and Romach. Total of 4 pages.



March 3, 2023

John Trail
Johnson + Bailey Architects
100 E. Vine St., Ste 700
Murfreesboro, TN 37130

Re: La Vergne Fire Station #41
RFP Pricing for Revised Site Layout and Utilities

Dear John:

Please find attached our proposal for the site revisions at the La Vergne Fire Station #41 project. The changes result in a **\$167,080.59 credit** to the original contract sum.

Included in the proposal is cost for an additional 96 calendar days to be added to the contract duration as a result of the time taken to redesign the site. The new Substantial Completion Date will be May 11, 2024. Work stopped on December 8, 2022 once the discrepancy of the property line was discovered. Weather delays have also played a significant role in preventing any other work to be performed, as documented in daily logs and weekly reports.

Thank you for your consideration. Feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Morgan".

Nathan Morgan



3/3/2023

Project Name: La Vergne Firestation (No. 41 and TVA)**Location: Lavergne****Change Order Request**

Below is a summary of additional work that has been requested in addition to our contracted scope.

Pay Item	Description	Quantity	Unit	Price	Extension
Change Orders (Firestation)					
9005	Plan Revision Changes (Plan Set 2-17-23)	1.000	L.S.	-208,783.84	-208,783.84
	Note: QUANTITIES() = Credit & NO () = Add: EROSION CONTROL -6 EACH Check Dams - (\$502.32) -1 EACH Outlet Protection - (\$666.66) -7 EACH Inlet Protection - (\$1,487.33) EARTHWORK +820 CY Excavation (Cut to Fill) - \$10,746.12 +45 CY Rock Excavation (Ram Hoe) - \$6,806.90 -1 L.S. Water Removal - (\$8,991.57) -245 LF Saw Cut Pavement - (\$1,139.23) +590 CY Import, place, seed/straw neighbors property - (\$25,600.01) SEWER -1 EACH Core Manhole - (\$309.91) STORM -150 LF Drill and Shoot Storm - (\$5,843.23) -400 LF Traffic Control along Gambill Lane - (\$37,678.21) -6 EACH Single Curb Inlet - (\$26,354.26) -1 EACH Double Curb Inlet - (\$6,322.78) -152 LF 15" RCP - (\$14,060.72) -160 LF 18" RCP - (\$15,781.62) -64 LF 24" RCP - (\$7,714.95) -80 LF 30" RCP - (\$12,199.91) -72 LF 36" RCP - (\$10,200.40) -1 EACH 36" Headwall - (\$3,094.77) WATER -225 LF Drill and Shoot Water - (\$7,083.21) -450 LF Traffic Control Along Gambill Lane - (\$49,804.55) -464 LF 6" PVC Water Main - (\$40,839.65) -10 EACH 6" Fittings - (\$1,861.59)				
Sub-Total: Change Orders (Firestation)					-208,783.84
QUOTE TOTAL:					-208,783.84

Approval of this change order is approval of both cost and time. If you have any questions, concerns or need additional information please don't hesitate to contact me.

Respectfully Yours,

Ryan Baker

Ryan Baker
Assistant Project Manager
(931) 698-6912
ryan.baker@selectharness.com

General Contractor Signature:

Gibbs Brothers Construction, Inc.

2470 Couchville Pike
Nashville, Tennessee 37217
(615) 883-2434

DATE: 3/1/23

TO:	All Bidders	PROJECT:	La Vergne Fire Station 41
ATTN:		LOCATION:	283 Old Nashville Hwy
Street Address:		Project Info:	Sheet C2.0
City, State, Zip:		Project Info:	Plan Date 2/17/23

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Site Asphalt

Construct a 6" crushed limestone base course
Place 2" type 411E asphalt surface course
Approximately 2285 SQ. Yards

Off Site Asphalt

Construct a 8" crushed limestone base course
Place 2" type 307B asphalt binder course
Place 2" type 411E asphalt surface course
Approximately 150 SQ. Yards

Above Work = \$108,402.00

Mill and Overlay Gambill = \$23,100.00

Curbs

Install 24" curb and gutter as per plan: Approximately 1065 L.F.

Curbs = \$29,820.00

Stripe

Stripe parking lot as per plan
2 Handicap Signs
2 Wheel Stops
1 Stop Sign

Stripe = \$5,900.00

Note: Work is bid with 3 mobilization per crew and any extra will be \$1,500.00 each.

Note: If item does not appear above it means that it was not bid.

Gibbs Brothers Construction, Inc.

2470 Couchville Pike
 Nashville, Tennessee 37217
 (615) 883-2434

NOTE: Price based on February, 2023 TDOT Bituminous Index of \$663.18 per ton and will be adjusted monthly at time of placement.

EXCLUSIONS:	Concrete Flumes	Testing Costs	Extruded Curb	Utilities
	Stone under Concrete	Post Curbs		
	Sidewalks	Integral Curb	Ramps	Thermoplastic
	Seal Coat		Grade Work	Fabric

WE PROPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the SUM of:

\$ See Above

PAYMENT to be made as follows: Amount Due upon Completion. INVOICES NOT PAID WHEN DUE ARE SUBJECT TO LATE CHARGES OF 1.5% PER MONTH. If Account is turned over for Collection, Customer will be liable for all Attorney fees.

Authorized Signature _____

Marty Huddleston

NOTE: This Proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date of Acceptance _____

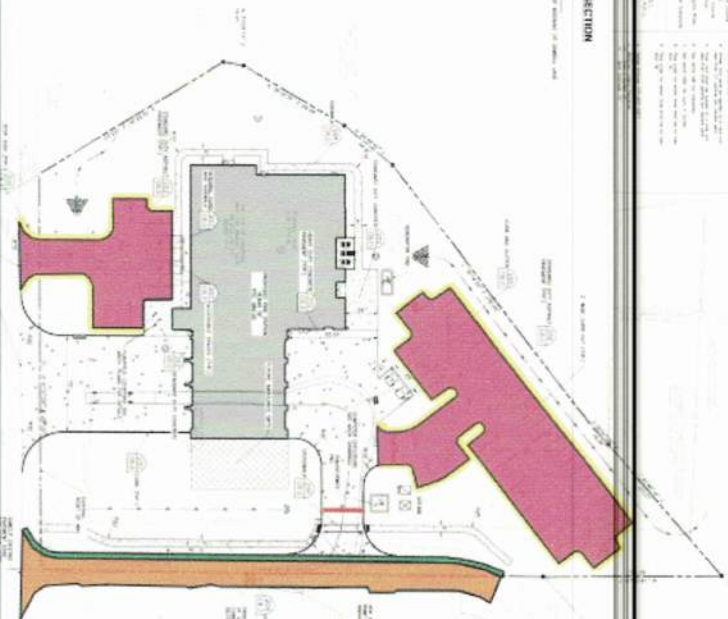
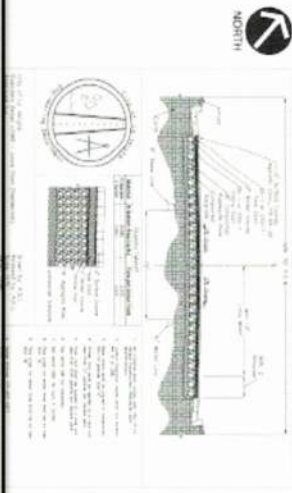
42.00 x 30.00

Legend

- Curb Gutter
- 6+2
- 8+2+2
- Asphalt Mill Overlay

Quantities

- 1065.4 FT
- 20557.1 SQ FT
- 1316.0 SQ FT
- 6898.8 SQ FT



NO.	DESCRIPTION	AMOUNT	UNIT	PRICE	TOTAL
1	Asphalt Mill Overlay	6898.8	SQ FT	1.00	6898.80
2	Asphalt Mill Overlay	1316.0	SQ FT	1.00	1316.00
3	Asphalt Mill Overlay	20557.1	SQ FT	1.00	20557.10
4	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40
5	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40
6	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40
7	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40
8	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40
9	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40
10	Asphalt Mill Overlay	1065.4	FT	1.00	1065.40



SITE PLAN

C2.0



PROJECT NO. 1715
DATE 07/20/2016
DESIGNED BY JAL
CHECKED BY JAL

NOTES

REVISIONS

DATE 07/20/2016
BY JAL
REASON 1.00

Headquarters Station No. 41

City of Los Angeles Department of Public Works

City Center 1001 E. Main St. Suite 200 Los Angeles, CA 90012

City Center 1001 E. Main St. Suite 200 Los Angeles, CA 90012

Gibbs Brothers Construction, Inc.

2470 Couchville Pike
Nashville, Tennessee 37217
(615) 883-2434

Change Order No: 1
Item No: 1

DATE: 8/29/22

TO:	All Bidders	PROJECT:	La Vergne Fire Station 41
ATTN:		LOCATION:	283 Old Nashville Hwy
Street Address:		Project Info:	Sheet C2.0
City, State, Zip:		Project Info:	Plan Date 8/3/22

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Site Asphalt

Construct a 6" crushed limestone base course
Place 2" type 411E asphalt surface course
Approximately 2480 SQ. Yards

Off Site Asphalt

Construct a 8" crushed limestone base course
Place 2" type 307B asphalt binder course
Place 2" type 411E asphalt surface course
Approximately 160 SQ. Yards

Above Work = \$104,364.00

Curbs

Install 24" curb and gutter as per plan: Approximately 1275 L.F.

Install 30" curb and gutter as per plan: Approximately 345 L.F.

Install 12" post curb as per plan: Approximately 435 L.F.

Curbs = \$52,650.00

Stripe

Stripe parking lot as per plan
2 Handicap Signs
2 Wheel Stops

Stripe = \$4,820.00

Note: Work is bid with 2 mobilization per crew and any extra will be \$1,500.00 each.

Note: If item does not appear above it means that it was not bid.

Gibbs Brothers Construction, Inc.

2470 Couchville Pike
Nashville, Tennessee 37217
(615) 883-2434

NOTE: Price based on August, 2022 TDOT Bituminous Index of \$773.75 per ton and will be adjusted monthly at time of placement.				
EXCLUSIONS:	Concrete Flumes	Testing Costs	Extruded Curb	Utilities
	Stone under Concrete			
	Sidewalks	Integral Curb	Ramps	Thermoplastic
	Seal Coat		Grade Work	Fabric

WE PROPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the SUM of:

\$	See Above
----	-----------

PAYMENT to be made as follows: Amount Due upon Completion. INVOICES NOT PAID WHEN DUE ARE SUBJECT TO LATE CHARGES OF 1.5% PER MONTH. If Account is turned over for Collection, Customer will be liable for all Attorney fees.

Authorized Signature _____
Marty Huddleston

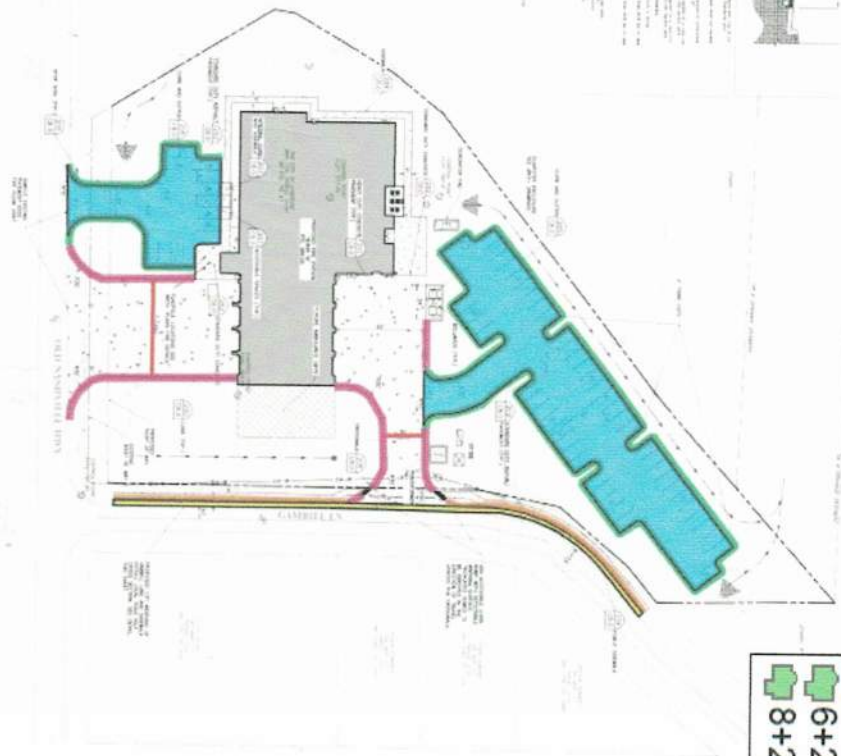
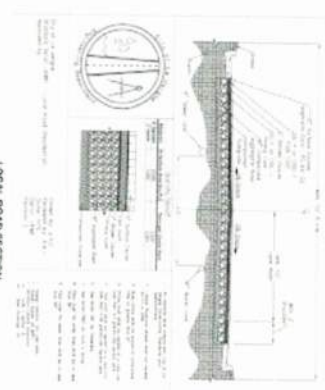
NOTE: This Proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date of Acceptance _____

42.00 x 30.00



24" C&G	1275.8 FT
12" Post	433.5 FT
30" C&G	342.7 FT
6+2	22294.5 SQ FT
8+2+2	1445.2 SQ FT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	24" C&G	1275.8	FT
2	12" Post	433.5	FT
3	30" C&G	342.7	FT
4	6+2	22294.5	SQ FT
5	8+2+2	1445.2	SQ FT



Measurement Type : Imperial

PRELIMINARY
NOT FOR CONSTRUCTION
SITE PLAN

C2.0



PROJECT NO. 10000
DATE 10-10-2022
BY J.A.K.
CHECKED BY J.A.K.

NOTES

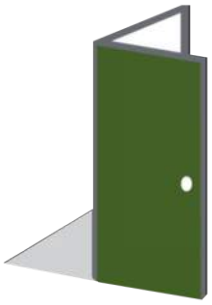
1. See all other sheets.
2. See all other sheets.
3. See all other sheets.
4. See all other sheets.
5. See all other sheets.

Los Verge Fre
Department
Station
No. 41

City of San Diego
Department of Public Works
Engineering Division
10000
10000
10000

Johnson +
Bailey
Associates
P.C.

10000
10000
10000



Cook & Boardman

A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

Change Order

LaVergne Fire Station 41

ASSA Spec Hardware

QUOTE DATE: 01/25/2023

SUBMITTED BY: Jay Mantei

PLANS: Current

ADDENDUM:

We propose to provide all material as listed below in accordance with the bid documents as outlined above. See terms and conditions and exclusions outlined herein. Quote is valid for 60 days.

Please see the following pricing for the updated ASSA hardware spec along with added material per 1-18-23 hardware review. This pricing has been incorporated into the most recent submittals.

\$28k

- Pricing included is above and beyond the ~~\$25k~~ hardware allowance.
- Doors and Hardware based on hardware sets reflected in the submittal sent 1-17-23. The hardware is based on a Sargent hardware package including the FEMA rated material to meet code.
- Added Opening 132 as a 45 Min 6072 HG HM Pair of doors and frame with associated hardware
- Added Opening S103B as a 45 Min 3072 NL HM door and frame with associated hardware
- Updated hardware sets per the 1-18-23 meeting

\$40,390.00

TOTAL ADD - \$43,390.00

~~TOTAL ADD 9.75% Tax Included \$47,621.00~~

TERMS AND CONDITIONS OF BID:

1. Delivery of all material is F.O.B. jobsite. Freight is Curbside Delivery.
2. All material quoted based on standard manufacturer's lead times at time of quote, approximately 6 to 8 weeks from receipt of all required information. Expedited shipping may be available but could include a cost impact.
3. Terms, contingent upon approved credit: Net payment is due within 30 days of our invoice date. You may not withhold any contractual retainage. All balances paid more than 30 days after the date of invoice will accrue interest at 1-1/2% per month or the highest allowable legal rate, whichever is less.
4. We exclude all bituminous coatings, caulking, and sealing of hollow metal frames.
5. Unless noted otherwise, we exclude installation, glass and glazing for all doors and frames, and hardware not specifically described.
6. We exclude all caulking, painting, and sealants at all doors and frames.
7. We exclude all patching and repair to all doors and frames due to damage caused by others.
8. Unless noted otherwise, we exclude field assembly and welding of all over-sized Hollow Metal Frames.
9. We exclude all Bid, Payment, and Performance Bonds unless specifically listed above.
10. We will not accept responsibility for general conditions or specifications of other contracts to which we are not a party.
11. We are not responsible for delays resulting from strikes, accidents, natural disasters, force majeure, or other circumstances beyond our control.
12. All requests for changes or modifications will be granted only after acceptance of written change orders including additional costs.
13. If local or state taxes are increased during the duration of this project, Cook & Boardman will not be held liable for the additional increase in sales tax.
14. In event of defective or incorrect material, Cook & Boardman is responsible only for the repair or replacement of the defective material, and not any additional charges related to labor unless agreed upon in writing prior to the work being completed. Replacement materials will be billed to the contractor until defective / incorrect material is returned to Cook & Boardman.
15. It is the General Contractor's responsibility to inspect and inventory all shipments within 24 hours of receiving materials and notify Cook & Boardman of any freight damage or shortages.
16. Returns will not be accepted on special order material. Returns on stock material are accepted at Cook & Boardman discretion and will be subject to a restocking fee.

Jay Martei

Accepted By: _____

Cook & Boardman

Name Approving Company: _____

Date: 01/25/2023

Date: _____



1/9/2023

Project Name: La Vergne Firestation (No. 41 and TVA)

Location: Lavergne

Change Order Request

Below is a summary of additional work that has been requested in addition to our contracted scope.

Pay Item	Description	Quantity	Unit	Price	Extension
Change Orders (Firestation)					
9003	Septic tank demo Note: Hydrovac the septic Break up septic system bottom fill with rock	1.000	L.S.	7,170.29	7,170.29
Sub-Total: Change Orders (Firestation)					7,170.29
QUOTE TOTAL:					7,170.29

Approval of this change order is approval of both cost and time. If you have any questions, concerns or need additional information please don't hesitate to contact me.

Respectfully Yours,

Ryan Baker

Ryan Baker
Assistant Project Manager
(931) 698-6912
ryan.baker@selectharness.com

General Contractor Signature:

CHANGE ORDER REQUEST PRICING BREAKDOWN SHEET**Job No.:** 22094
Project: La Vergne Fire Station**Subcontractor:** Harness, LLC
Subcontractor Trade: Excavation/Site Utilities**COR No.:** 1
Date:**Change Description:** Hydrovac and demo an existing septic tank, and backfill with rock.

DIRECT COSTS											
Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Other Cost Per Unit	Total Other Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01	Materials (Rock)	1.00	LS		0.00		\$0.00	\$900.90	\$900.90		\$0.00
1.02	Labor	10.00	Hrs	1.00	10.00	\$57.24	\$572.40		\$0.00		\$0.00
1.03	Equipment	10.00	Hrs		0.00		\$0.00		\$0.00	\$56.52	\$565.20
1.04					0.00		\$0.00		\$0.00		\$0.00
1.05					0.00		\$0.00		\$0.00		\$0.00
1.06					0.00		\$0.00		\$0.00		\$0.00
1.07					0.00		\$0.00		\$0.00		\$0.00
1.08					0.00		\$0.00		\$0.00		\$0.00
1.09					0.00		\$0.00		\$0.00		\$0.00
1.10					0.00		\$0.00		\$0.00		\$0.00
1.11	Subtotal from Estimate Continuation Sheets						\$0.00		\$0.00		\$0.00
1.97	Subtotal (S/T) Direct Costs:					Subtotal Labor	\$572.40	Subtotal Material	\$900.90		
1.98	Taxes/Insurance: FICA, FUI, SUI, & Workmens' Comp. at 0.00%					% of Item 1.97H	\$0.00	Sales Tax 9.75%	\$87.84		
1.99	Total Direct Costs					Total Labor	\$572.40	Total Material	\$988.74	Total Other	\$565.20

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name	Total Cost
A	B	C
2.01	Hydrovac	\$4,500.00
2.02		
2.03		
2.04		
2.05	Subtotal 2.01+2.02+2.03+2.04	\$4,500.00
2.06	Overhead and Profit 5% x Item 2.05	\$225.00
2.99	Total Sub-Subcontract Costs	\$4,725.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.99H	\$572.40
3.02	Total Direct Material Cost	Item 1.99J	\$988.74
3.03	Total Direct Other Cost	Item 1.99L	\$565.20
3.04	Subtotal	3.01+3.02+3.03	\$2,126.34
3.05	Overhead and Profit	15% x Item 3.04	\$318.95
3.06	Total Subcontractor Cost	3.04+3.05	\$2,445.29
3.07	Sub-Subcontractor Cost	Item 2.99	\$4,725.00
3.99	S/C Cost Report'd to GC	3.06+3.07	\$7,170.29

Submitted By

Name: Ryan Baker

Signature: *Ryan Baker*

Title: Assistant Project Manager

Date: 1/10/2023

RFP #1 - Existing Septic Tank Abandonment

Change Order No: 1
Item No: 3

Status	Open	Assignees	Ryan Baker
Created Date	Dec 30, 2022	Issued Date	Dec 30, 2022
Due Date	Jan 6, 2023	Location	
		Schedule Impact	No
Cost Impact	TBD		
Received From	John Trail (Johnson Bailey Architects)	Trade	
RFI	#1 Existing Septic Tank		
Distribution	Corey Enyart (Harness LLC)		
Description	Provide a Proposal for the work as described below: Existing septic tank to be fully pumped and contents disposed of according to state requirements. Once emptied the bottom of the concrete tank is to be broken up completely to allow for sufficient drainage, and then filled with crushed stone up to the proposed pavement section. Existing pump station to be fully pumped and contents disposed of according to state requirements. All control devices to be uninstalled and removed. Once emptied the bottom of the pump station is to be broken up completely to allow for sufficient drainage, and then be filled with crushed stone up to the proposed pavement section. Manhole is to be cut if required to provide 1 foot of vertical separation between the top of station to the bottom of pavement section.		

Attachments



[RFI 1 - LaVergne - Septic Tank \(002\).pdf](#)



[RFI 1 - Existing Septic Tank Location.pdf](#)

Activity (0)



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: Approve Annual Contract with TDOT for the Maintenance of Murfreesboro Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Agreement with TDOT

Summary:

This is the annual contract with TDOT for the maintenance of Murfreesboro Road.

Background Information:

This is the annual contract for the maintenance for Murfreesboro Road, which is a state highway. The state will pay the city for various activities to maintain the road, which mostly consists of mowing and trash pickup.

Financial Summary:

The maximum amount La Vergne can receive from the state with this contract is \$29,564.46. The typical amount received each year for mowing and trash pickup is around \$4,200.00.

Staff Recommendation:

Staff recommends approval.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT – CITY OF LAVERGNE

PROJECT NO. TBD
CONTRACT NO. - CMA2456
FISCAL YEAR – 2023-2024



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

BUTCH ELEY
DEPUTY GOVERNOR AND
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

To: City of LaVergne
Attn: Bruce Richardson, City Administrator
5093 Murfreesboro Road
LaVergne, TN 37086

Date: May 5, 2023

Re: City of Lavergne Maintenance Contract for 2023-2024

Enclosed, you will find the new contract for Fiscal Year 2023-2024.

Please read the contract, add labor rates on the *Exhibit B* page, sign in the appropriate places and return to our office. After you have signed the new contract and returned it to us, we will forward the contract to our office in Nashville for signatures. Once the Commissioner and our attorney have signed the contract, we will return a signed copy to you for your records.

If you have any questions, please feel free to contact me at 931.270.5030.

Thank you,

Jarrold Bonar, PE, TDOT Operations District Supervisor

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF LaVERGNE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of LaVergne, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001520
Contract #: CMA 2456

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty-Nine Thousand, Five Hundred Sixty-Four Dollars and Forty-Six Cents (\$29,564.46). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Exhibit A titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
Exhibit B containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TN Department of Transportation
2099 Fayetteville Highway
Belfast, TN 37019

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor 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

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract 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 this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jarrod Bonar, P.E., TDOT Operations District Supervisor
State of Tennessee, Department of Transportation
2099 Fayetteville Highway
Belfast, TN 37019
Telephone # 931-270-5030
FAX # 931-276-2333

The Contractor:

Bruce Richardson, City Administrator
City of Lavergne
5093 Murfreesboro Road
LaVergne, TN 37086
brichardson@lavernetn.gov
Telephone # 615-793-6295

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF LaVERGNE:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

City of LaVergne- Roadway

Approved Maximum Reimbursement Per Square Yard:	\$ 0.17
Total Roadway Surface Area (YD^2):	144,438.00
Calculated Maximum Reimbursement (Roadway Surface):	\$24,554.46

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 1	Murfreesboro Road/Nashville Hwy	BEGIN	Davidson Co Line	1G	No	0	0.2	1,056.00	96.5	26	3,050.67	8,272.00
SR 1	Murfreesboro Road/Nashville Hwy			1G	No	0.2	0.8	3,168.00	107.5	12	4,224.00	33,616.00
SR 1	Murfreesboro Road/Nashville Hwy			1G	No	0.8	1	1,056.00	115	16	1,877.33	11,616.00
SR 1	Murfreesboro Road/Nashville Hwy	END	Smyrna City Limits	1G	No	1	3	10,560.00	108.5	31	36,373.33	90,933.33
Total Length (mi.):								3.000	Total Roadway Surface:		144,438.00	

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

City of LaVergne- Mowing

Approved Mowing Reimbursement Per Acre:
Calculated Maximum Reimbursement (Mowing):

\$ 50.00
\$2,850.00

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR 1	1G	0.0 (Davidson Co. Line)	0.2	0.63		0.63	6	3.78
SR 1	1G	0.2	0.8	0.87		0.87	6	5.22
SR 1	1G	0.8	1	0.39		0.39	6	2.34
SR 1	1G	1	3	7.51		7.51	6	45.06
Total Contract Area (acres):								57

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

City Of LaVergne- Litter

Approved Litter Reimbursement Per Mile:	\$ 60.00
Calculated Maximum Reimbursement (Litter):	\$ 2,160.00

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR 1	1G	0	3	3	1	3	\$ 60.00	12	36	2160
Total Contract Litter (mi.):									36	\$2,160.00

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

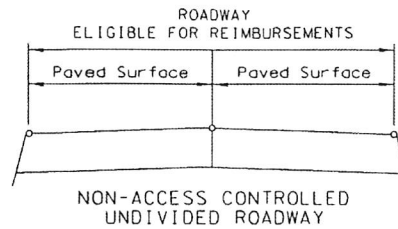


FIGURE 1A

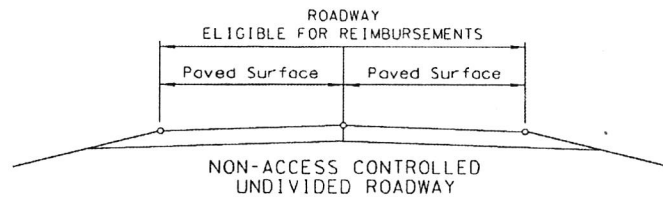


FIGURE 1B

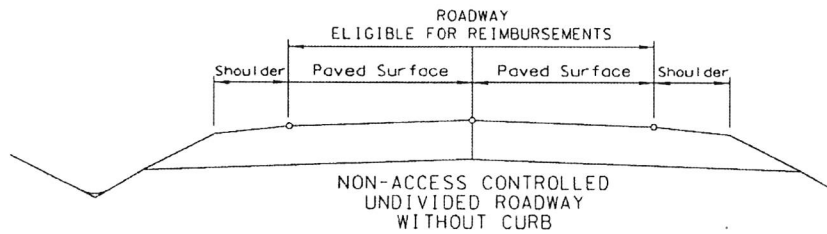


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

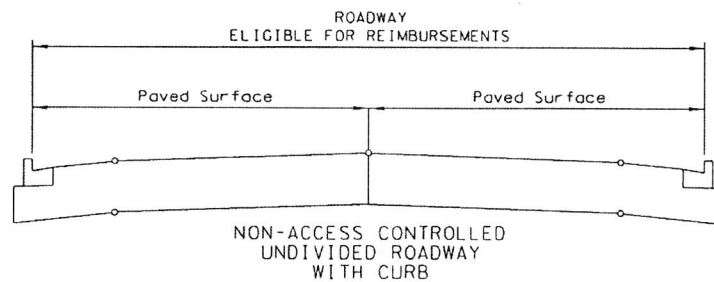


FIGURE 1D

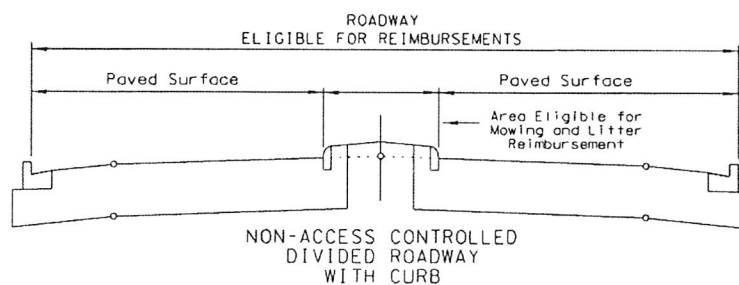
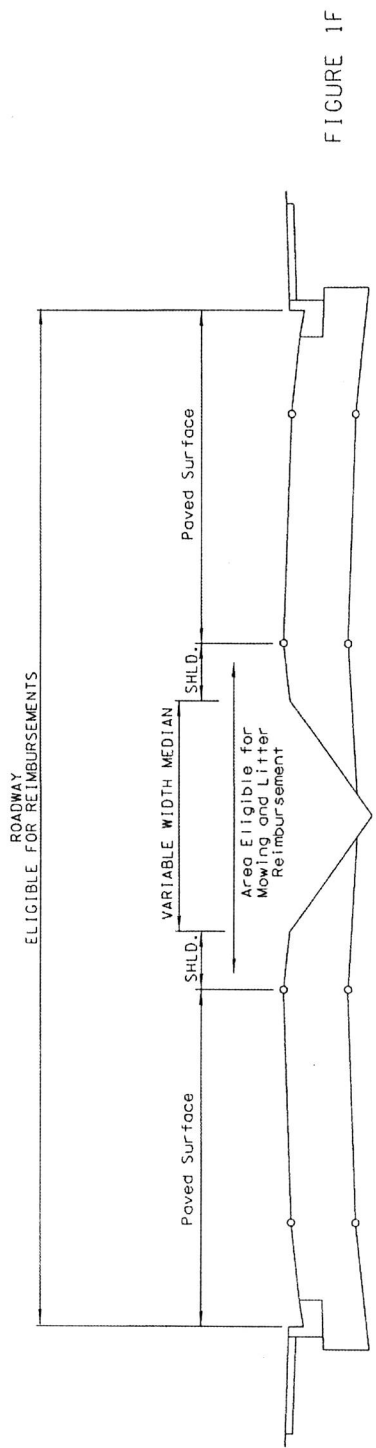
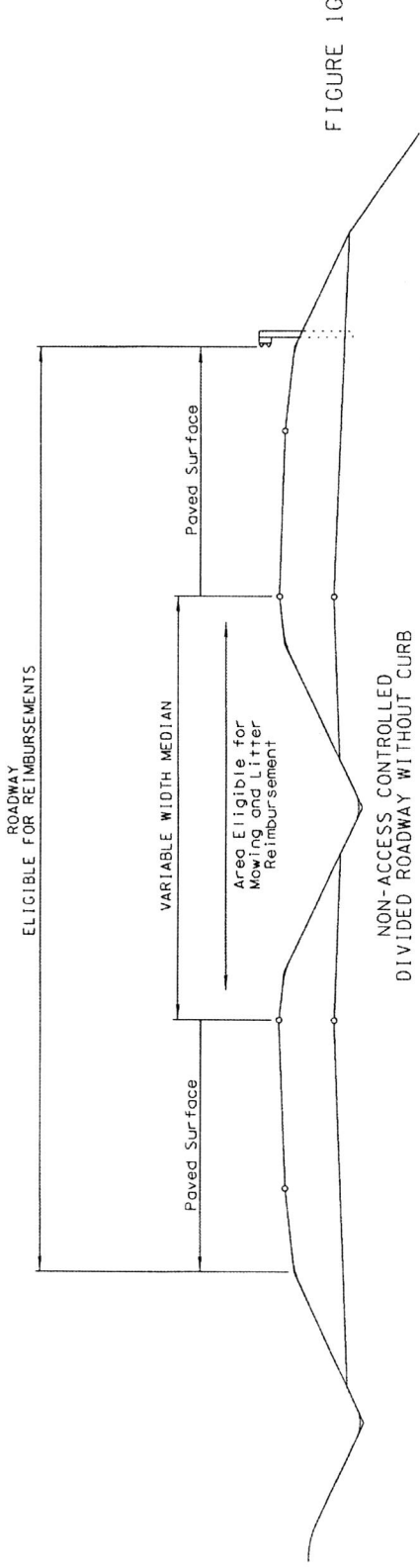


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB



NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

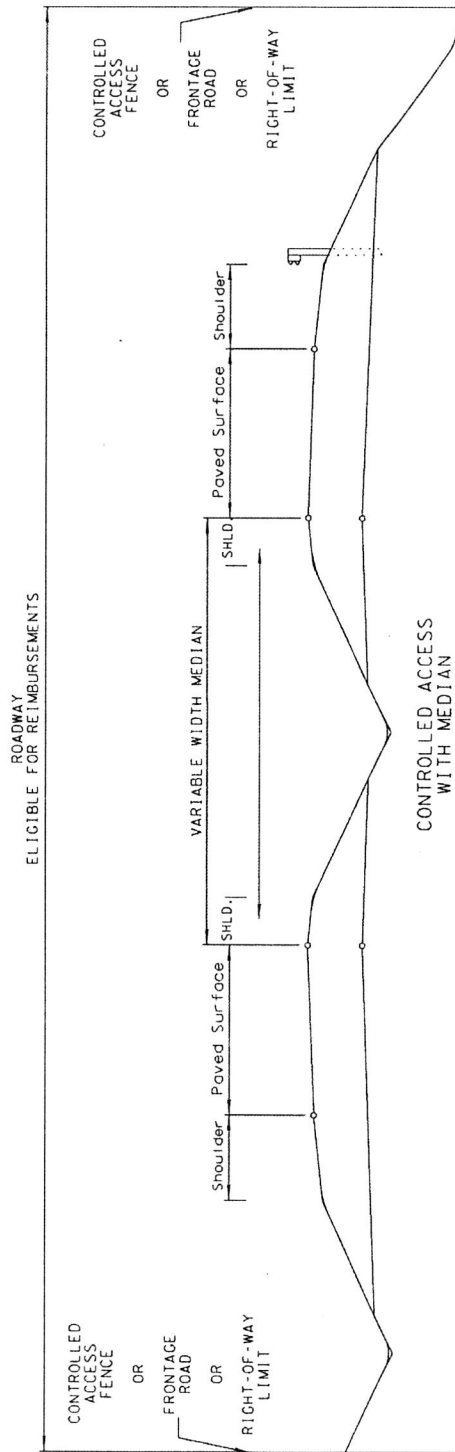


FIGURE 2A

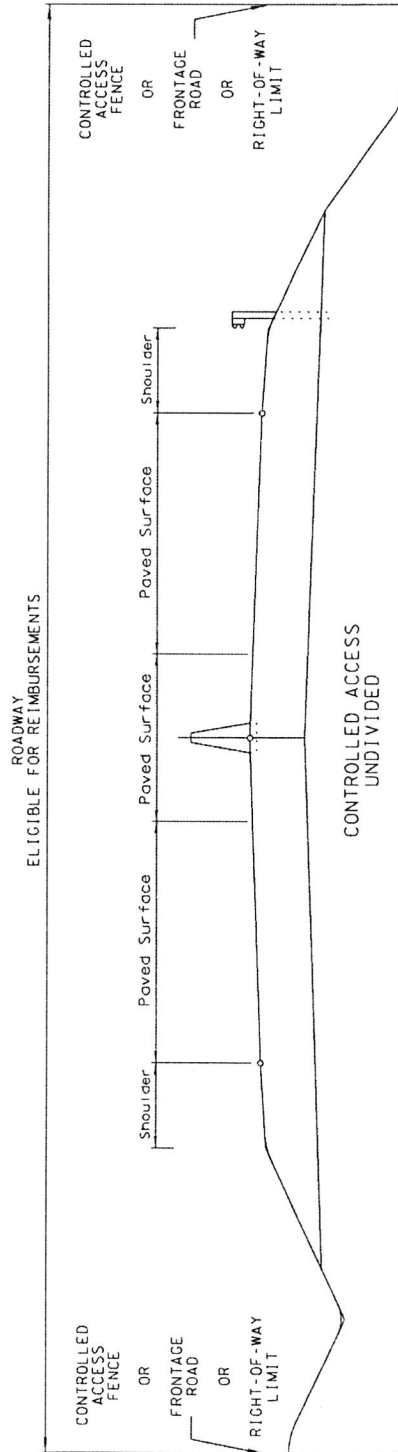


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2023-2024 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2023-2024 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

**“EXHIBIT B”
CITY OF LA VERGNE
MAXIMUM ALLOWABLE LABOR RATES**

(To be supplied by the City at this time)

Beginning July 1, 2023 and ending June 30, 2024

Job Title Classification	Low Rate	High Rate
Public Works Director	\$48.68	\$67.35
Street Supervisor	\$41.43	\$57.32
Laborer II	\$26.33	\$36.44
Laborer III	\$29.49	\$40.80
Laborer IV	\$33.03	\$45.69



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: First Reading - **Ordinance #2023-14** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17E, Group B, Parcel 22, Consisting of Approximately 1.16 Acres, Located at 392 Old Nashville Highway, From a R-1 (Low Density Residential Zoning District to a C-3 (Neighborhood Service Business District) Zoning District. (This received an unfavorable recommendation from the Planning Commission on April 25, 2023. A public hearing will be held on Tuesday, June 6, 2023 at 6:30 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2023-14

Summary:

This is the first reading of an ordinance to rezone approximately 1.16 acres from R-1 (Low Density) to C-3 (Neighborhood Service), located at 392 Old Nashville Highway.

Background Information:

Per the applicant, the purpose of the rezoning is to be able to pursue the development of a market or grocery store. There is no formal plan offered at this time. The main zoning in the area is R-1 and R-2. There is scattered C-2 along the entire Old Nashville Highway corridor. C-3 exists at main intersections. The property that borders this site on the southeast is zoned R-1 and R-2. The property to the north side is zoned R-1.

This received an unfavorable recommendation from the Planning Commission on

April 25, 2023.

A public hearing for this item will be held on Tuesday, June 6, 2023 at 6:30 p.m.

Financial Summary:

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

Staff Recommendation:

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

ORDINANCE #2023-14

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 17E, GROUP B, PARCEL 22, CONSISTING OF APPROXIMATELY 1.16 ACRES, LOCATED AT 392 OLD NASHVILLE HIGHWAY, FROM A R-1 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT TO A C-3 (NEIGHBORHOOD SERVICE BUSINESS DISTRICT) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on April 25, 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 17E, Group B, Parcel 22 from a R-1 (Low Density Residential) Zoning District to a C-3 (Neighborhood Service Business District) Zoning District. This property consists of approximately 1.16 acres and is owned by Gerges Gerges, who submitted application #ZR-2023-02 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 _____.

392 Old Nashville Hwy

OLD NASHVILLE HWY

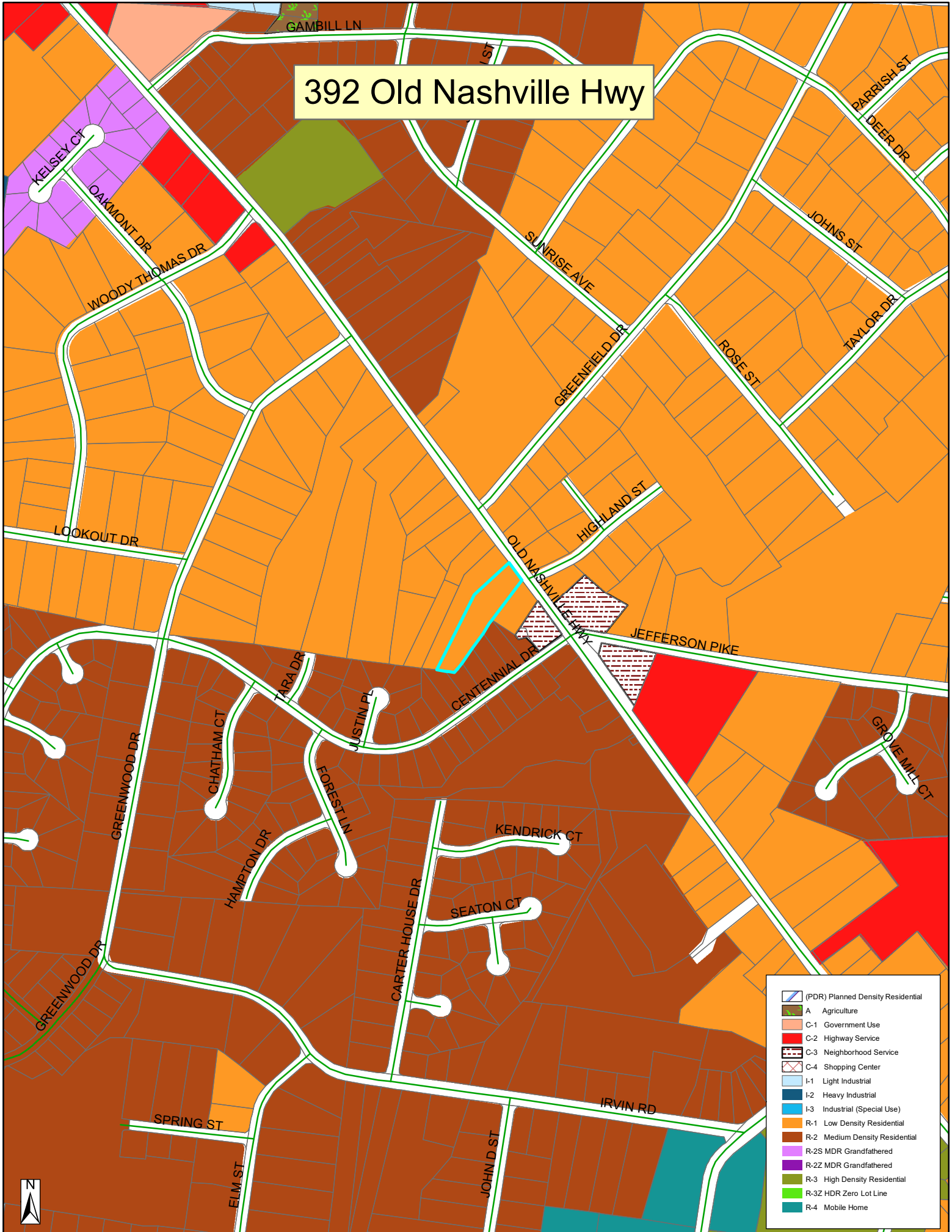
CENTENNIAL DR



392 Old Nashville Hwy



392 Old Nashville Hwy



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-2023-02

(Assigned by the City Recorder)

Date Submitted: _____

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: Gerges Gerges Phone #: (615) 870-9467

Business: _____ E-Mail: _____

Address: 392 old Nashville Hwy Best Way to Contact: Phone
(Mail, E-Mail, Phone)

City: La Vergne State: TN Zip: 37086

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
017EB 022-00	017EB02200 00003018H	Single Family 2-1	Commercial Services C-3/	1.2	Gerges Gerges

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

Contact PersonPrint Name Gerges GergesAddress 388 old Nashville Hwy. La vergne TN Zip Code 37086Daytime Phone (615) 870-9467 Fax _____ E-mail _____

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 Gerges Gerges Signature _____Address 388 Old Nashville Hwy, LaVergne Zip Code 37086Daytime Phone 615 870-9467Print Name Sherrin Mena Signature _____Address 388 Old Nashville Hwy, LaVergne Zip Code 37086Daytime Phone (615) 870-9467

Certification Statement

I hereby certify that Gerges Gerges is the owner of the property located at 392 OLD NASHVILLE HWY 37086 which is the subject of this application, and that I, Gerges Gerges, in my capacity as Food Market, 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.

Gerges Gerges

Signature

03/27/2023

Date

Gerge S Gerges

Printed Name and Title

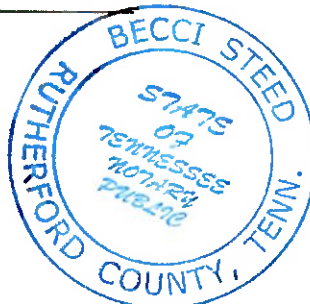
Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification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

Becci Steed

Notary Signature

03/27/2023

Date



City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

CITY OF LA VERGNE
PLAN REVIEW APPLICATION

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

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

Project Name: Gerges Gerges
Project Address: 392 old Nashville Hwy, La Vergne, TN 37086
Land Use Existing: Single Family Residential
Land Use Proposed: Commercial Services
Existing Zoning District: _____
Tax Map(s) & Parcel Number(s): 017EB 022.00

Check one or more of the following:

- | | |
|---|--|
| ☐ Concept Plan for Major Subdivision | ☒ Site Plan |
| ☐ Preliminary Subdivision Plat for Major Subdivision | ☒ Variance* <u>zoning change</u> |
| ☐ Final Subdivision Plat for Minor Subdivision | ☐ Special Exception* |
| ☐ Final Subdivision Plat for Major Subdivision | ☐ Road or alley abandonment |
| ☐ 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 DOYLE ELKINS
Address 520 W. LYTLE ST Ste B Zip Code 37130
Daytime Phone (615) 907-8625 Fax _____ E-mail: elkinsdoyle@comcast.com

Attorney (if applicable) Print Name _____
Address _____ Zip Code _____
Daytime Phone _____ Fax _____ E-mail _____

Project Name: Gerges Gerges

Project Address: 392 old Nashville Hwy. La vergne, TN 37086

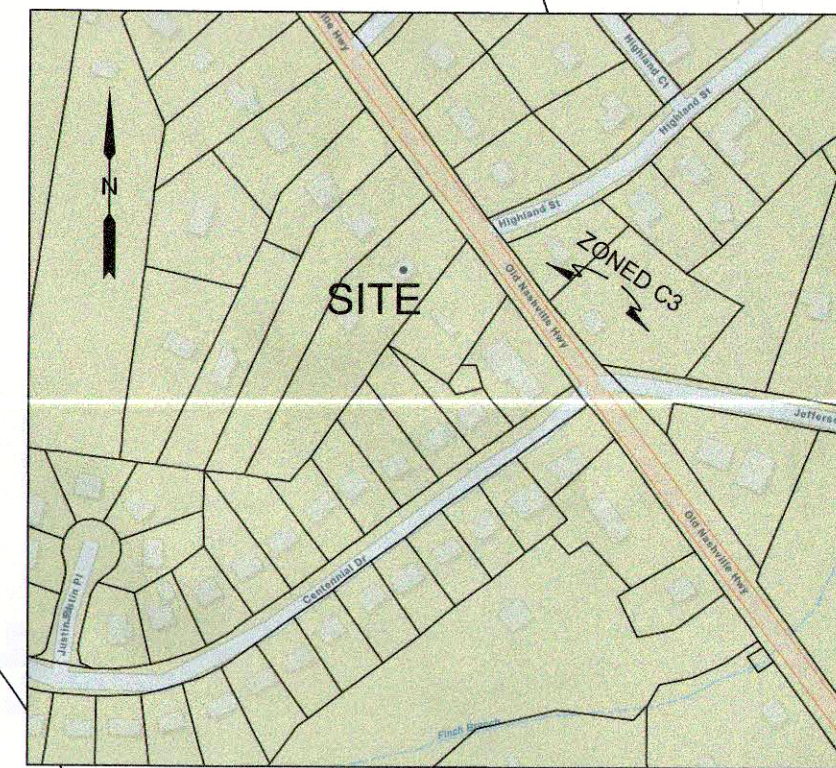
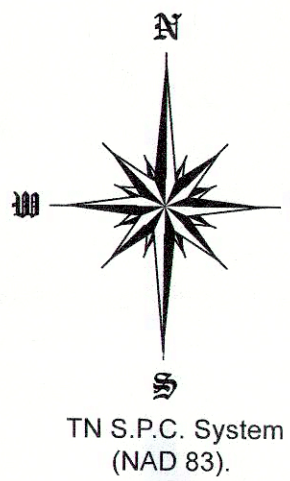
Existing Land Use: Single Family Residential

Proposed Land Use: Commercial services (Food Market)

Total Acreage of Project / Rezoning: 1.2 Acr

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.

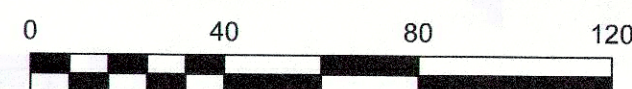
Applicant's Signature: _____ Date: _____



VICINITY MAP NOT TO SCALE

LEGEND

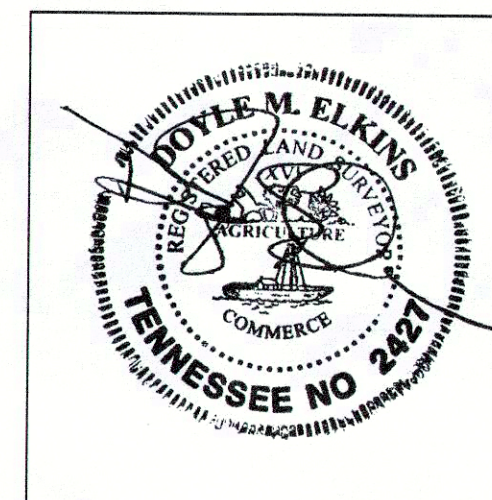
- These standard symbols will be found in the drawing.
- | | |
|-----------------|-----------------|
| CONC MONUMENT | IRON PIN FOUND |
| STORM WATER MH | IRON PIN SET |
| S W CATCH BASIN | DEED POINT |
| SEWER MANHOLE | PK NAIL |
| SEWER CLEANOUT | FENCE POST |
| WATER METER | PP XMR |
| WATER VALVE | PWR/LGT POLE |
| | FIRE HYDRANT |
| | PROPERTY LINE |
| | SETBACK LINE |
| | ROAD - CTR LINE |
| | ROAD R.O.W. |
| | WATER LINE |
| | POWER OH LINE |
| | FENCE |
| | SS LINE |
| | STORM WATER |
| | BLDG OUTLINE |
| | P.U.D.E. 20' |



OWNER INFORMATION:
GERGES, G
392 OLD NASHVILLE HWY
La VERGNE, TN 37086
M/P: 017E B 022.00
LEGAL REFER: 1605-1011
50,600 S.F.
1.1616 Acres

ZONING CHANGE REQUEST
CURRENT R-1
REQUESTED C-3

I AM A
CHILD
OF GOD



FLOOD INSURANCE NOTE:

By graphics plotting only, this property is in **ZONE X** of the Flood Insurance Rate Map, Community Panel No. 47149C0015H effective date of 01/05/2007. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property IS NOT in a Special Flood Hazard Area.

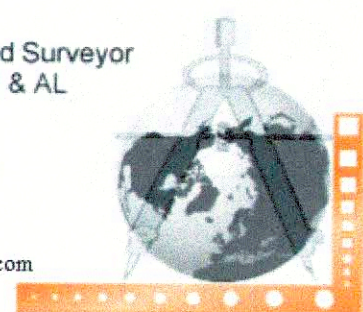
GENERAL NOTES

- In Tennessee, it is a requirement of "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call System can be notified by calling toll free 1-800-351-1111.
- Underground utilities shown were located using available above ground evidence, as well as information obtained from the respective companies. The existence or nonexistence of the utilities shown or any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
- It is the responsibility of each residential builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the house, from his structure to the drainage system.
- Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
- Public utility and drainage easements, where shown hereon, are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways, including, but not limited to: sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.
- Bearings based on the Tennessee State Plane Coordinate System (NAD 83).

Doyle Elkins
Professional Land Surveyor
Registered in TN & AL

520 W Lytle St Suite B
Memphis, TN 37130
Phone: 901-907-8625
Cell: 931-636-2414

Elkinsdoyle@gmail.com



I HEREBY CERTIFY THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION FOR THE UNADJUSTED SURVEY IS GREATER THAN 1:15,000 AS SHOWN HEREON.

ZONING EXHIBIT

GERGES - M/P: 017E B 022.00

392 OLD NASHVILLE HIGHWAY
La VERGNE, TN 37086
RUTHERFORD COUNTY

PREPARED FOR: GERGES GERGES

DATE	SCALE	SHEET	DRAWN BY	PROJECT
MAR 21, 2023	1" = 40'	1 OF 1	TVM/DME	23057



**PROPERTY
REZONING
REQUESTED
FOR INFO CALL
287-8702**



DE
392



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: First Reading - **Ordinance #2023-15** - An Ordinance to Amend the La Vergne Municipal Code Regarding the Order of Business and Public Comment Periods at Meetings.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-15

Summary:

This is an ordinance to amend the Municipal Code regarding the Order of Business and to allow a Public Comment Period at meetings in compliance with Public Chapter 300, Acts of 2023, which was recently adopted by the State Legislature.

Background Information:

This new state law requires that a governing body must reserve a period of public comment, at each public meeting, where the public has the opportunity to comment on matters that are germane to the items on the agenda for that meeting.

Financial Summary:

Public Chapter 300, Acts of 2023 amends state law and requires a governing body to reserve a period of public comment where the public has the opportunity to speak on matters that are germane to the items on the agenda for that meeting. This new law does not apply to a meeting of a governing body where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body, or a meeting where there are no actionable items on the agenda. The law also authorizes the governing body to adopt reasonable restrictions on the period for public comment, including restrictions related to the length of the public comment period, the number

of individuals who can speak during the period, and the length of time each individual can speak. It also states that restrictions may also be required for an individual to sign up in advance of a meeting in order to speak during the meeting. It also requires the governing body to take all practicable steps to ensure that opposing viewpoints are represented fairly if those with opposing viewpoints desire to comment.

This new law is applicable to all governing bodies. For the purposes of this provision, "governing body" means "members of any public body which consists of two (2) or more members, with the authority to make decisions for or recommendations to a public body on policy or administration." Based upon this definition, the Board of Mayor and Aldermen is not the only city board that will be required to have a period of public comment during its meetings. It will also apply to the Planning Commission, Stormwater Appeals and Advisory Board, and other boards or advisory committees that make recommendations to the City Council. This requirement becomes effective July 1, 2023.

For the Board of Mayor and Aldermen, we did not include the provision that the public comment period is for the public to speak on matters that are germane to an item on the agenda. For many years, we have allowed anyone to speak to the board regarding any topic - whether it's on the agenda or not. That ability will continue with this amendment.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-15

AN ORDINANCE TO AMEND THE LA VERGNE MUNICIPAL CODE REGARDING THE ORDER OF BUSINESS AND PUBLIC COMMENT PERIODS AT MEETINGS.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee that:

SECTION I. Title 1, Chapter 1, Section 1-102 of the La Vergne Municipal Code is hereby amended to read as follows:

1-102. Order of business. At each regular meeting of the board of mayor and aldermen, the following order of business shall be observed unless dispensed with by the mayor with no objections of the members present:

- (1) Call to order by the mayor.
- (2) Determination of quorum.
- (3) Approval of minutes.
- (4) Presentations.
- (5) Public comment period.
- (6) Department reports.
- (7) Old business.
- (8) Consent agenda.
- (9) New business.
- (10) Mayor/aldermen comments.
- (11) Adjournment.

SECTION II. Title 1, Chapter 1, Section 1-103 of the La Vergne Municipal Code is hereby amended to read as follows:

1-103. Public comment period. A public comment period shall be conducted during meetings of the board of mayor and aldermen. Any person wishing to address the board shall make such request by placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than 30 minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the Mayor may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The board of mayor and aldermen shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

SECTION III. Title 2, Chapter 1 of the La Vergne Municipal Code is hereby amended by adding a new Section 2-106 to read as follows:

2-106. Order of business. At each meeting of a board or committee in this chapter that consists of two (2) or more members, with the authority to make decisions for or recommendations to a public body on policy or administration, the following order of business shall be observed unless dispensed with by the chairperson with no objections of the members present:

- (1) Call to order by chairperson.
- (2) Determination of quorum.
- (3) Approval of minutes.
- (4) Public comment period.
- (5) Old business.
- (6) New business.
- (7) Adjournment.

SECTION IV. Title 2, Chapter 1 of the La Vergne Municipal Code is hereby amended by adding a new Section 2-107 to read as follows:

2-107. Public comment period. A public comment period shall be conducted to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting in question during meetings of any public body of the City of La Vergne consisting of two (2) or more members, with the authority to make decisions for or recommendations to a public body on policy or administration. Any person wishing to address the board or committee shall make such request by placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than 30 minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the chairperson may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The board or committee shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

SECTION V. Title 14, Chapter 1 of the La Vergne Municipal Code is hereby amended by adding a new Section 14-104 to read as follows:

14-104. Order of business. At each meeting of the planning commission, the following order of business shall be observed unless dispensed with by the chairperson with no objections of the members present:

- (1) Call to order by chairperson.

- (2) Determination of quorum.
- (3) Approval of minutes.
- (4) Public comment period.
- (5) Old business.
- (6) New business.
- (7) Adjournment.

SECTION VI. Title 14, Chapter 1 of the La Vergne Municipal Code is hereby amended by adding a new Section 14-105 to read as follows:

14-105. Public comment period. A public comment period shall be conducted to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting in question during meetings of the planning commission. Any person wishing to address the planning commission shall make such request by placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than 30 minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the chairperson may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The planning commission shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

SECTION VII. Title 14, Chapter 8 of the La Vergne Municipal Code is hereby amended by adding a new Section 14-808 to read as follows:

14-808. Order of business. At each meeting of the stormwater appeals and advisory board, the following order of business shall be observed unless dispensed with by the chairperson with no objections of the members present:

- (8) Call to order by chairperson.
- (9) Determination of quorum.
- (10) Approval of minutes.
- (11) Public comment period.
- (12) Old business.
- (13) New business.
- (14) Adjournment.

SECTION VIII. Title 14, Chapter 1 of the La Vergne Municipal Code is hereby amended by adding a new Section 14-809 to read as follows:

14-809. Public comment period. A public comment period shall be conducted to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting in question during meetings of the stormwater appeals and advisory board. Any person wishing to address the stormwater appeals and advisory board shall make such request by placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than 30 minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the chairperson may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The stormwater appeals and advisory board shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

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

SECTION X. All ordinances, resolutions, or motions in conflict herewith are hereby repealed.

SECTION XI. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, 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: June 1, 2023

Item Title: **Resolution #2023-13** - A Resolution of the City of La Vergne to Appropriate Funds to Nonprofit Organizations for Fiscal Year 2023-2024.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Resolution #2023-13

Summary:

This is a Resoluiton to appropriate and authorize payment of funds to nonprofit organizations for FY 2023-2024.

Background Information:

Each year, the city approves the appropriation of funds to various nonprofit organization during the budget process. This resolution authorizes those appropriations and payment of those funds throughout the year.

Financial Summary:

For FY 2023-2024, the total amount of nonprofit donations is \$4,173,977.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-13

A RESOLUTION OF THE CITY OF LA VERGNE TO APPROPRIATE FUNDS TO NONPROFIT ORGANIZATIONS FOR FISCAL YEAR 2023-2024.

WHEREAS, THE CITY OF LA VERGNE'S appropriation of funds to nonprofit organizations are being made to supplement and enhance services to the city which are utilized by citizens. These organizations operate primarily for the purpose of bringing about civic betterments and social improvements through their efforts. Also, they maintain and increase employment opportunities in La Vergne by promoting industry, trade, commerce, tourism, and recreation. This is done by service, commercial, recreational, and agricultural enterprises to locate in or remain in La Vergne; and

WHEREAS, all nonprofit organizations receiving funds from the City, shall comply with all requirements of Section 6-54-111 of the Tennessee Code Annotated and Chapter 0380-3-7 of the Official Compilation Rules and Regulations of the State of Tennessee, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the municipal assistance.

NOW, THEREFORE, BE IT RESOLVED that the CITY OF LA VERGNE, acting through its BOARD OF MAYOR AND ALDERMEN provides estimated expenditures as follows:

Box 100	\$20,000
Carpe Artista	\$12,500
Chamber of Commerce-Convention & Tourism	\$7,500
Chamber of Commerce-Destination Rutherford	\$20,000
Chamber of Commerce-Economic Development	\$11,500
Child Advocacy Center of Rutherford County	\$16,000
Club Knockout	\$15,000
Greater Nashville Regional Council	\$13,046
La Vergne High School Band	\$6,000
La Vergne Industrial Development Board	\$4,010,000
Mid-Cumberland Human Resources Agency	\$12,759
Regional Transportation Authority	\$12,872
Rutherford County Emergency Medical Services	\$12,800
Rutherford County Health Department	\$4,000
Total	<u>\$ 4,173,977</u>

Passed and approved by the Board of Mayor and Aldermen of the City of La Vergne on this the 6th day of June, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

Item Title: **Resolution #2023-14** - A Resolution to Amend the Employee Handbook.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2023-14

Summary:

This is a series of recommended changes to the Employee Handbook, last amended November 1, 2022.

Background Information:

The Employee Handbook is the guidelines and policies by which each person performs their respective role. The City of La Vergne Employee Handbook had a complete overhaul in 2022. The following is a list of recommended changes to the guidelines previously adopted:

1. **Title Correction: throughout the entire book** – all references to Human Resources Director were adjusted to read Director of Human Resources.
2. **Referrals by Employees: Section 3.2 C:** Changed and added the lines: only one referral bonus will be paid out per candidate. HR will contact the candidate if multiple parties are listed for selection, of which employee recommended the position first.
3. **Personal Relationships: Section 3.4 C:** Changed the responsibility and obligation of the employees involved to disclose the existence of the relationship from a supervisor / manager / city administrator / human resources, to only the HR Department in writing. Also added the line at the end of the paragraph: Failure to do so could result in disciplinary action up to and including termination of employment.

4. **Probation Period: Section 4.7:** Changed the entire section to include a public safety 12-month probation period. The new section reads: *All new city employees, except public safety, shall be subject to a probationary period of employment of 90 (ninety) days. This probationary period is an essential part of the employment process used to provide the opportunity to demonstrate your ability to perform the defined work outcomes and behavioral expectations. During your probationary period, your supervisor will help you become familiar with your duties and responsibilities. Your attitude toward your work, your efficiency, the quality of your work, and your willingness to accept responsibility will be observed. The probationary period will enable your supervisor to determine your ability to do your job. It also lets you decide whether you wish to continue in the service of the department. Public Safety employees in Police and Fire will have a 12-month probationary period beginning the date of employment. Probationary periods may be extended based on recommendations from the department chief. A performance improvement plan will be issued outlining timelines for meeting performance standards. Public Safety Employees shall accrue Annual Leave and Personal Time Off on the date of employment and become eligible to take leave privileges after 90 days. Sick Leave is also accrued from the date of employment. However, it may be used during the probation period. However, using Accrued Leave will follow each department's policies specific to Police Academy or Fire Recruit Class guidelines.*
5. **Resignation: Section 5.2:** Changed the wording to eliminate the word "sick." Employees are no longer restricted from using sick time after turning in a resignation.
6. **Retirement: Section 5.4:** Timeline shorted for employees who are retiring from service with the City from 90 days notice to 60 days notice.
7. **Request for Pay Reclassification / Wage Adjustment: Section 7.2:** Changed the wording from "he/she" to they and from his/her to their.
8. **Pay Rates for Changes in Status: Section 7.5 C:** Added the line, "but no less than 6% more than the current pay" to the existing paragraph.
9. **Employee Evaluation System: Section 8.1:** Added and changed the line, "and Assistant City Administrator will perform an annual performance evaluation for their respective Department Heads."
10. **Hours of Work: Section 8.2 B:** Added TCA requirement: *Tennessee state law requires that employees must be provided a thirty (30) minute unpaid meal or rest period if scheduled six (6) consecutive hours, except in workplace environments that by their nature of business, provide for ample opportunity to rest or take an appropriate break. The failure to provide a thirty (30) minute meal or rest period is a violation of state law. Tenn. Code Ann. § 50-2-103 (h)*
11. **Workplace Safety: Section 8.5 A:** Added: The Director of Human Resources of their designee..."
12. **Personal Appearance: Section 8.7 B:** Added the language that uniform could consist of safety boots or safety shoes. **And Section 8.7 E:** Changed the word of #6 to read: The City Administrator has authorized each Friday, or the last day of the work week on a holiday week, during which casual clothing can be worn...
13. **Leave Records: Section 10.2:** Changed the wording based on the changes in finance

and HR to reflect the new HRIS / Payroll position and submitting of written documentation. The new paragraph reads: *All leave, whether vacation, sick, military, compensatory or other, will be based on the calendar year. Records of leave balance will be maintained by the HRIS Administrator / Payroll position or other person designated by the Human Resource Department. Leave requests shall be submitted on approved forms. Pay may not be granted to any employee for an absence not documented in writing and submitted prior to the end of the pay period.*

14. **Vacation Leave: Section 10.3 A:** Changes the policy so that employees on administrative leave do not accrue vacation time. This would apply in situations of leave without pay, short-term disability, and long-term disability.
15. **Vacation Leave: Section 10.3 B:** Adds a requirement that vacation requests be submitted at least 24 hours in advance of the requested date.
16. **Vacation Leave: Section 10.3 D:** Changes the wording from two weeks to 14 calendar day notice and changes the waiver of the notice ability to only the City Administrator.
17. **Sick Leave: Section 10.4 B:** Clarifies and removes language related to bereavement pay and refers to the bereavement section.
18. **Bereavement Pay: Section 10.6:** Adds language from Section 10.4 b related to extended family - specifically current Aunt / current Uncle / current nephews / current nieces being offered a 1 day paid leave.
19. **Court Leave: Section 10.15:** Adds the following language to the end of the paragraph: Employees will not be requested or required to use vacation, PTO, or comp time to cover shifts during city-involved court cases. Department heads should work with the employees to flex schedules to accommodate any subpoena related to city business.
20. **Payroll Deductions: Section 11.6 B:** Changes where employees will turn in IRS deduction information from the payroll clerk to the HR Department.
21. **Disciplinary Guidelines: Section 13.2 D:** Suspension paragraph updated to remove "for one to three working days" as a standard for a timeline. Each case should follow the standard matrix for review and could merit a different timeline. Also removed the language that "any employee receiving a suspension shall be placed on a six (6) month work review status program."
22. **Drug Testing: Section 15.2 A:** Added the wording "safety-sensitive positions" to the existing graph.
23. **Drug Testing: Section 15.2 C:** Changed numbers 4 and 5 to read as follows: *The testing will be done using a third-party drug testing company. The Human Resources department will provide a list of all safety-sensitive positions with names on a monthly basis so that a random list can be generated. The drug testing company then sends the list directly to the Director of Human Resources. The Director of Human Resources or designee, shall sign each random list certifying the list was compiled in accordance with this policy. The testing shall take place just before, during, or just after the employee ceases performing Safety Sensitive functions. A maximum of three (3) hours will be allowed between notification of an employee's selection for random testing and the actual presentation for specimen collection. If an employee is unavailable (i.e., vacation, sick day, out of town, work-related injury, jury duty, etc.) to provide a specimen on the date the Random Testing occurs, the City may select from the alternate list provided by the drug testing company. The alternate list is also generated randomly each month.*
24. **What Substances are Tested and How They Are Tested: Section 15.3:** Reformatted paragraph to add subsections of items tested.

Financial Summary:

None.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-14

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE that the Employee Handbook be amended as follows:

SECTION I. Strike all instances of “Human Resources Director” and insert “Director of Human Resources”.

SECTION II. Amend the first paragraph of Chapter 3, Section 3.2 (C) to read as follows:

C. Referrals by Employees

Current employees are eligible to receive a referral bonus if the city hires an applicant that they have referred to work for the city. All active full-time employees whose referrals meet all of the criteria below will be eligible to receive the bonus. The referral bonus will be \$100.00, which will be paid through your paycheck between 30-60 days after your referred candidate passes the minimum time employed threshold. **Only one referral bonus will be paid out per candidate. HR will contact the candidate if multiple parties are listed for selection of which employee recommended the position first.** Bonuses are subject to applicable taxes.

SECTION III. Amend Chapter 3, Section 3.4 (C) to read as follows:

C. Personal Relationships

If a personal, romantic, or intimate relationship is established between two or more employees post-hire, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the **Human Resource Department in writing**. When a conflict or potential conflict arises due to the relationship affecting employment, the city reserves the right to make any and all employment decisions in the best interest of the city. **Failure to do so could result in disciplinary action up to and including termination of employment.**

SECTION IV. Amend Chapter 4 by adding a new Section 4.7 entitled “Probation Period” to read as follows:

4.7 PROBATION PERIOD

All new city employees, except public safety, shall be subject to a probationary period of employment of 90 (ninety) days. This probationary period is an essential part of the employment process used to provide the opportunity to demonstrate your ability to perform the defined work outcomes and behavioral expectations.

During your probationary period, your supervisor will help you become familiar with your duties and responsibilities. Your attitude toward your work, your efficiency, the quality of your work, and your willingness to accept responsibility will be observed. The probationary period will enable your supervisor to determine your ability to do your job. It also lets you decide whether you wish to continue in the service of the department.

Public Safety employees in Police and Fire will have a 12-month probationary period beginning the date of employment. Probationary periods may be extended based on recommendations from the department chief. A performance improvement plan will be issued outlining timelines for meeting performance standards.

Public Safety Employees shall accrue Annual Leave and Personal Time Off on the date of employment and become eligible to take leave privileges after 90 days. Sick Leave is also accrued from the date of employment, however it may be used during the probation period. However, using Accrued Leave will follow each department's policies specific to Police Academy or Fire Recruit Class guidelines.

SECTION V. Renumber Chapter 4, Section 4.7, entitled "Promotions" as Section 4.8.

SECTION VI. Renumber Chapter 4, Section 4.8, entitled "Transfers" as Section 4.9.

SECTION VII. Renumber Chapter 4, Section 4.9, entitled "Demotions" as Section 4.10.

SECTION VIII. Renumber Chapter 4, Section 4.10, entitled "Rehire Policy" as Section 4.11.

SECTION IX. Amend Chapter 5, Section 5.2, entitled "Resignation" to read as follows:

5.2 RESIGNATION

An employee may resign by submitting written notification stating the reason and the effective date to Human Resources, a minimum of fourteen (14) calendar days' prior to the effective date of resignation.

After notice has been given, an employee should not use any accrued leave such as vacation, compensation time or personal days unless authorized by the Department Head and City Administrator. Failure to comply with any of these requirements may be considered reasonable grounds for classifying the resigning employee as not in good standing and, therefore, not eligible for rehire by the City, pursuant to Section 4.11 of this Handbook. Notice may be waived at the discretion of the **City Administrator**.

SECTION X. Amend Chapter 5, Section 5.4, entitled "Retirement" to read as follows:

5.2 RETIREMENT

Employees who are eligible for retirement and wish to retire, should advise their Department Head and the Human Resources Department with a **60 day** notice to allow sufficient time for completion of appropriate documentation and processing. This will allow for a smoother transition for the employee as they move to retirement. Advance notice of retirement enables the recruitment process to fill the anticipated vacancy in a more efficient manner.

SECTION XI. Amend Chapter 7, Section 7.2, entitled “Request for Pay Reclassification / Wage Adjustment” to read as follows:

7.2 REQUEST FOR PAY RECLASSIFICATION / WAGE ADJUSTMENT

A Department Head may submit a pay reclassification or wage adjustment request to the Human Resources Department if **they** consider a position in **their** department to be improperly compensated. If the duties of a position have substantially changed or a new position is established, a new job description is required and the process outlined in Section 6.5 must be followed. The City Administrator may authorize pay reclassifications or wage adjustments submitted by Department Heads outside of the time period stated.

A written recommendation will be forwarded to the City Administrator for consideration. The decision of the City Administrator shall be final and is not a matter to be grieved in accordance with these personnel regulations.

SECTION XII. Amend Chapter 7, Section 7.5 (A), entitled “Promotion” to read as follows:

A. PROMOTION

When an employee is promoted to a position in a higher salary grade, the rate of pay will be at least the minimum rate of the higher position range, **but no less than 6% more than the current pay**, unless the employee is promoted under a “trainee status” as per Section 7.3.A.

SECTION XIII. Amend Chapter 8, Section 8.1, entitled “Employee Evaluation System” to read as follows:

8.1 EMPLOYEE EVALUATION SYSTEM

The Human Resources Department will maintain at the direction of the City Administrator a comprehensive employee performance evaluation system that will recognize satisfactory and superior employee performance and provide direction and guidance to employees whose performance is less than satisfactory. Employee performance evaluations will be performed on an annual basis by each department under the supervision of the Department Head and supervisors. Employees will have an opportunity to make comments on the evaluation form and

will meet with their supervisor on an annual basis to establish goals. Support forms will be utilized as a means for dialogue between the employee and management.

Department Heads will review employee performance evaluations for consistency and application of proper evaluation standards for each employee being evaluated. The Human Resources Department shall publish a timeline for employee evaluations based on an annual schedule. The failure to submit an evaluation after notice may subject the Department Head to counseling or disciplinary action. Employee performance evaluations shall be made a part of the employees personnel file. The City Administrator and Assistant City Administrator will perform an annual performance evaluation for their respective Department Heads.

SECTION XIV. Amend Chapter 8, Section 8.2 (B), entitled “Lunch Period” to read as follows:

B. Lunch Period

A lunch period of either thirty (30) or sixty (60) minutes shall be provided to all employees except in cases of emergency. For non-exempt employees, such meal breaks will not be paid, and employees should “clock out” on their time sheets when they take meal breaks. The lunch period will be deducted from the number of regular hours scheduled for an employee’s normal work day. The duration of the lunch period for specific employees, work sites or crews shall be determined by the Department Head with the approval of the City Administrator and in accordance with all provisions under the Fair Labor Standards Act. Non-exempt employees should not perform any work during an unpaid meal break. If your meal break is interrupted so you are unable to take at least 30-minutes of uninterrupted leave, notify your supervisor or the Human Resources Department. Tennessee state law requires that employees must be provided a thirty (30) minute unpaid meal or rest period if scheduled six (6) consecutive hours, except in workplace environments that by their nature of business provides for ample opportunity to rest or take an appropriate break. The failure to provide a thirty (30) minute meal or rest period is a violation of state law. *Tenn. Code Ann. § 50-2-103 (h).*

SECTION XV. Amend Chapter 8, Section 8.5 (A), entitled “Management Commitment” to read as follows:

A. Management Commitment

The City will maintain a Safety Committee composed of staff level representatives from different departments. A senior Safety Advisory Committee, if needed, may be composed of the City Administrator and all Department Heads and may be available to provide guidance, recommendations and oversight to the Safety Committee. The Committee will have, but not be limited to, the following responsibilities:

1. Provide recommendations for necessary safety equipment to perform assigned work in a safe manner.
2. Provide recommendations on the elimination of known hazardous conditions at City work sites.
3. Provide recommendations on training in accident prevention and promoting safe work practices.
4. Provide recommendations on the establishment of appropriate rules for safe conduct of City employees while on duty.

The Director of Human Resources **or their designee** serves as Chairman of the Safety Committee and is designated as the City Safety Director for coordination and purposes of reporting to OSHA and TOSHA and other regulatory safety agencies.

SECTION XVI. Amend Chapter 8, Section 8.7 (B), entitled “Maintenance Uniforms” to read as follows:

B. Maintenance Uniforms

1. In departments where Maintenance Uniforms are provided, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat and in good repair. A standard uniform consists of a shirt, pants, and jacket / coat and safety boots **or safety shoes**.
2. Uniform attire can include the wearing of shorts if the forecasted temperature in La Vergne for the day is to exceed 80 degrees Fahrenheit. Uniforms to include shorts, will be provided by the city and rise no higher than 2 inches above the knee while standing. No other substitutions will be accepted.

SECTION XVII. Amend Chapter 8, Section 8.7 (E)(6) to read as follows:

E. Dress Code Guidelines

6. The City Administrator **has authorized each Friday, or the last day of the work week on a holiday week**, during which casual clothing can be worn. On designated casual days, employees may not wear any of the above stated restricted clothing with the following exceptions: Employees may wear sports jerseys or T-shirts, and blue jeans that are not overly worn, torn or tattered.

SECTION XVIII. Amend Chapter 10, Section 10.2, entitled “Leave Records” to read as follows:

10.2 LEAVE RECORDS

All leave, whether vacation, sick, military, compensatory or other, will be based on the calendar year. Records of leave balance will be maintained by the **HRIS Administrator / Payroll position or other person designated by the Human Resources Department**. Leave requests shall be submitted on approved forms. Pay may not be granted to any employee for an absence not documented in writing and submitted prior to the end of the pay period.

SECTION XIX. Amend the first paragraph of Chapter 10, Section 10.3, entitled “Vacation Leave” to read as follows:

10.3 VACATION LEAVE

Vacation is accrued by all full-time employees on an hour per pay period basis beginning with the employee’s hire date. A new employee shall accrue vacation leave from the date of employment, but will not be eligible to take vacation until completing **ninety (90) days** of continuous service. Vacation leave may be taken as earned, subject to the prior approval of the Department Head who shall schedule leave in accordance with staffing requirements for the department.

SECTION XX. Amend the first paragraph Chapter 10, Section 10.3 (A), entitled “Vacation Leave Accrual” to read as follows:

A. Vacation Leave Accrual

The following chart outlines the vacation accrual rate based on the number of years of service. Vacation time will not accrue if an employee is on leave without pay or suspension without pay for more than fifty percent (50%) of the month. Employees who receive payments from worker’s compensation or short-term disability are considered in **administrative** leave status and are **not** eligible to accrue vacation time. The maximum amount of vacation leave that can be carried over for a 40-hour Employee is 240 hours from year to year. The maximum amount of vacation leave that can be carried over for a Fire Department, 56-hour Employee, is 336 hours from year to year. Any leave in excess of the maximum accrual must be utilized by December 31st of each calendar year or those hours will be converted to personal time off (PTO) hours.

SECTION XXI. Amend first paragraph of Chapter 10, Section 10.3 (B), entitled “Vacation Leave Requests” to read as follows:

B. Vacation Leave Requests

Vacation leave shall be requested in writing **at least 24 hours in** advance of the requested date. In an emergency situation, however, a verbal or written request for leave may be approved by the supervisor if contact is made prior to the beginning of the workday by the employee. Employees may not use vacation leave for more than three (3) consecutive weeks unless the employee is on FMLA leave or unless approved in advance by the City Administrator.

SECTION XXII. Amend Chapter 10, Section 10.3 (D), entitled “Vacation Compensation upon Termination” to read as follows:

D. Vacation Compensation upon Termination

Employees who resign with sufficient notice, or who are terminated for reasons other than criminal misconduct, are eligible to receive any accrued, unused vacation hours in one lump sum payment on their final check. If an employee resigns, they may not use their vacation during the **14 calendar day notice** or during the four (4) weeks of notice for Department Heads. Notice may be waived at the discretion of the **City Administrator**.

SECTION XXIII. Amend Chapter 10, Section 10.4 (B), entitled “Sick Leave Uses” to read as follows:

B. Sick Leave Uses

Sick leave uses may only be used for the following purposes:

1. Employee is incapacitated by illness or non-job related injury
2. He/she is seeking medical, dental, optical, psychological or other diagnosis and treatment.
3. Necessary care and attendance of a member of the employee’s immediate family when approved by their Department Head. (See Chapter 2 for definition of Immediate Family)
4. **Bereavement leave for the** death of a **family** member as described in Section 10.6.
5. Any other reason that is allowable under the Family Medical Leave Act.

SECTION XXIV. Amend Chapter 10, Section 10.6, entitled “Bereavement Pay” to read as follows:

10.6 BEREAVEMENT PAY

In the event of the death of a member of the employee’s immediate family, a regular 40-hour employee may receive up to three (3) days in bereavement pay. Fire Department, 56-hour employees will accrue one (1) twenty-four (24) hour shift (24 hours) in bereavement pay. Individuals considered “immediate family” members are listed in Section 2. An employee’s eligibility for additional paid bereavement leave will be assessed by the Director of Human Resources, based on individual circumstances.

Death of a member of the employee’s family which is not defined as an immediate family member shall be limited to one (1) day under the bereavement policy. Relatives for this purpose are limited to aunts, uncles, nieces and nephews.

Additional time off for this purpose may be charged against sick leave with approval of the Director of Human Resources and City Administrator.

SECTION XXV. Amend the first paragraph of Chapter 10, Section 10.15, entitled “Court Leave” to read as follows:

10.15 COURT LEAVE

Employees are authorized official leave to attend court on City related business as a result of a subpoena. If at any time during the judicial process the employee is released from such duty, the employee shall immediately report for work to his/her supervisor if said time is within the employee’s normal duty hours. Upon return to duty, the employee shall furnish evidence of having rendered the service required for the court service. Court leave is not charged to any form of accrued paid leave. **Employees will not be requested or required to use vacation, PTO, or comp time to cover shifts during city involved court cases. Department heads should work with the employees to flex schedules to accommodate any subpoena related to city business.**

SECTION XXVI. Amend the last paragraph of Chapter 11, Section 11.6 (B), entitled “IRS Regulations” to read as follows:

To change any deductions, such authorization may be revoked at any time by said employee by submitting a written statement of cancellation or change in deduction amount to the **Human Resources** Department provided that it does not apply to deductions allocated under the PTCP plan.

SECTION XXVII. Amend the first paragraph of Chapter 13, Section 13.2 (C), entitled “Suspension” to read as follows:

C. Suspension

Suspension or removal by management with approval from the Department Head, Human Resources, the City Administrator and Mayor from paid status as a form to address a serious offense and/or multiple violations of a less serious nature where major suspension, demotion or termination is not warranted. A copy of the suspension notification and related documentation shall be forwarded to Human Resources for inclusion in the official personnel file of the employee.

SECTION XXVIII. Amend Chapter 13, Section 13.2 (D), entitled “Temporary Reassignment” to read as follows:

D. Temporary Reassignment

Disciplinary removal of the employee from **their** specific job duties may be reassigned temporarily, pending the outcome of an investigation upon approval of the City Administrator.

SECTION XXIX. Amend Chapter 15, Section 15.2 (A), entitled “Pre-Employment” to read as follows:

A. Pre-Employment

Required of all **safety-sensitive position** applicants once a conditional offer of employment has been made. Applicants agree to be tested as a condition of employment and are not hired if they fail to produce a negative test.

SECTION XXX. Amend Chapter 15, Section 15.2 (C), entitled "Random" to read as follows:

C. Random

1. All employees in positions which the City has designated as Safety Sensitive are subject to random drug and alcohol testing.
2. Seasonal employees, part-time employees, and temporary employees who are performing work in Safety Sensitive positions are subject to Random Testing on the same basis as full-time employees.
3. The frequency of testing will vary. Testing will be reasonably spread throughout the year and will not be conducted on a semi-annual or annual basis. Due to the large number of employees who will ultimately be covered by Random Testing, testing may be conducted at difference locations, on different days in the same month, or even in the same week, as long as testing is reasonably spread evenly throughout the applicable twelve (12) month period. Some may be tested more than once each year while others may not be tested at all, depending on random selections.
4. The testing will be done using **the third party drug testing company. The Human Resources department will provide a list of all safety sensitive positions with names on a monthly basis so that a random list can be generated. The drug testing company then sends the list directly to the Director of Human Resources.** The Director of Human Resources or designee, shall sign each random list certifying the list was compiled in accordance with this policy.
5. The testing shall take place just before, during, or just after the employee ceased performing Safety Sensitive functions. A maximum of **three (3)** hours will be allowed between notification of an employee's selection for random testing and the actual presentation for specimen collection. If an employee is unavailable (i.e., vacation, sick day, out of town, work related injury, jury duty, etc.) to provide a specimen on the date the Random Testing occurs, the City may **select from the alternate list provided by the drug testing company. The alternate list is also generated randomly each month.**

6. Performing a safety sensitive function means an employee is considered to be performing a safety sensitive function during any period in which the employee is actually performing, ready to perform, or immediately available to perform any safety sensitive function.

SECTION XXXI. Amend Chapter 15, Section 15.3, entitled “What Substances are Tested and How They are Tested” to read as follows:

15.3 WHAT SUBSTANCES ARE TESTED AND HOW THEY ARE TESTED

Typically, urine or oral testing is the most commonly utilized. On various occasions, blood testing may also be required. The substances for which testing is commonly performed are those that the National Institute for Drug Abuse (NIDA) designated as “illegal” drugs for purposes of the Federal Drug Testing programs.

A. The following items will be tested:

- Amphetamines
- Barbiturates
- Cocaine
- THC/Marijuana
- Opiates
- PCP
- Benzodiazepines
- Alcohol
- Methadone
- MDM/MDMA
- OXC/Oxycodone
- BUP/Buprenorphine

B. Consequences for Violation of Drug-Free Workplace Policy

One of the goals of the City of La Vergne’s drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an employee violates the policy, the consequences are serious.

C. Applicants

In the case of an applicant violating the drug-free workplace policy, the offer of employment will be withdrawn and the applicant may not reapply.

D. Employees

If an employee violates the drug-free workplace policy, he or she will be subject to immediate termination **of employment**. With the concurrence of the **Director of Human**

Resources and at the City Administrator's discretion, he or she may be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

SECTION XXXII. All motions or parts of motions and resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION XXXIII. This resolution shall take effect immediately upon its passage, the public welfare requiring it.

Adopted this the 6th day of June, 2023.

Mayor

City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 1, 2023

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

Department: City Administrator

Presented By: Kyle Brown

Item Attachments: 1. Proposed Contract

Summary:

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

Background Information:

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

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

Following the recommendation from our consultant, Lambe & Associates, we went into negotiations with the apparently low bidder, Alston Construction Company, Inc. for \$25,500,000. These negotiations failed on April 24, 2023 after Alston Construction notified the City that they would not be signing the contract with the price of their bid. In their withdrawal, they stated that their bid was more than \$1.5 million low.

Following the unsuccessful negotiations with Alston Construction, we went into negotiations with the second-lowest bidder, Baron Construction, LLC. Negotiations have proceeded successfully with Baron and signed documents have been received confirming their willingness to sign the contract at their bid amount of \$26,997,000.00.

The funding for this project will come from our fund reserves in the General Fund, Stormwater Fund and Water/Sewer Fund. Initially, everything will be paid out of the Water/Sewer Fund and we will have to reimburse that fund from the other two funds. The final allocations to each fund should be:

	General Fund	Stormwater Fund*	Water and Sewer Fund**
Allocation Percentage	30%	15%	55%
Allocation Amount	\$8,099,100	\$4,049,550	\$14,848,350
Sale of Buildings		\$925,000	\$1,500,000
Net Cost per Fund	\$8,099,100	\$3,124,550	\$13,348,350

*Future Sale of the Stormwater Building will go toward the Stormwater portion.

**Sale of the Public Works Building will go toward the Public Works portion.

Staff believes that the Baron Construction, LLC bid is the best bid for the city. If the city were to put the project out again for bids, we feel the cost will continue to get higher.

Financial Summary:

The total cost to the city should be \$24,572,000 after you consider the revenues generated by the sale of the two properties.

Staff Recommendation:

Staff recommends awarding the bid to the next bidder, Baron Construction, LLC for \$26,997,000.

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

THIS AGREEMENT, made this 18th day of MAY,
2023,

BETWEEN the Owner: **THE CITY OF LA VERGNE, TENNESSEE**

and the Contractor: BAKON CONSTRUCTION LLC

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to perform all the Work required by the Contact Documents and described as follows:

The Project consists of construction of a new standalone facility that will consist of all major building components including by not limited to structural framing, masonry, interior walls, doors, windows, HVAC, electrical, plumbing, and finishes through-out. Site work including but not limited handicap accessible sidewalks, parking lots and landscaping is also part of project.

The Owner shall pay the Contractor for the performance of Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Price of:
\$ 26,997,000 For entire project

\$ TWENTY SIX MILLION NINE HUNDRED NINETY SEVEN THOUSAND AND
TYPE THE DOLLAR AMOUNT HERE NO CENTS

Payment shall be made in accordance with Article 25 of the General Conditions, "Payments to Contractor", and any modifications thereof in the Supplementary Conditions. Said Contract Price shall constitute full and complete payment for all superintendence, labor, insurance bonds and other accessories and services necessary to complete the Work in accordance with the Contract Documents.

Said Contract Documents have been prepared and consist of this Agreement, General and Supplementary Conditions, Instructions to Bidders, Contractor's Modifications, as well as Drawings, Specifications and Addenda as enumerated in Article 1 of the Supplementary Conditions,

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Community Development Services Facility - 2110

all of which form the Contract and are as fully a part of the Contract as if attached to this document or repeated herein.

The Contractor hereby agrees to commence the work under this Contract on or before a date to be specified in a written Notice to Proceed and to fully complete the Work by the 365 Consecutive Calendar Days following the Notice to Proceed Date.

The Contractor further agrees to pay as liquidated damages the sum of \$1000.00 for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

OWNER
CITY OF LA VERGNE, TN
5093 Murfreesboro Road
La Vergne, Tennessee 37086

Mayor Jason Cole

Witness

CONTRACTOR

BARON CONSTRUCTION LLC

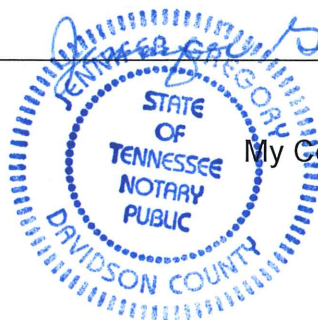
152 OLD FUEL ROAD

NASHVILLE TN 37217

MICHAEL BARON CEO

CONTRACTOR (Authorized Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF
MAY, 2023.



NOTARY PUBLIC

My Commission Expires: 01.11.2026

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IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contract on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

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GENERAL CONDITIONS

I. CONTRACT AND CONTRACT DOCUMENTS

The Drawings, Specifications and Addenda, hereinafter enumerated in Paragraph I of the Supplementary conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running head lines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural
Thereof:

- a. **Agreement** - The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement.
- b. **Application for Payment** - The form which is to be used by Contractor in requesting progress payments and which is to include a schedule of values consisting of the unit prices as bid, or approved subdivision thereof, which when multiplied by the bid quantities will aggregate the Contract amount. The progress payment form shall also include or be accompanied by an affidavit of Contractor that progress payments theretofore received on account of the Work have been applied by Contractor to discharge in full all of Contractor's obligations reflected in prior Applications for Payment.
- c. **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- d. **Bidder** - Any person, firm or corporation submitting a Bid for the Work.
- e. **Bonds** - Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

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

- f. **Change Order** - A written order to Contractor signed by owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- g. **Contract Documents** - The Agreement, Addenda (whether issued prior to the opening of Bids or the Execution of the Agreement), instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the specifications, Drawings and Modifications.
- h. **Contract Price** - The total monies payable to Contractor under the Contract Documents.
- i. **Contract Time** - The number of days stated in the Agreement for the completion of the Work, computed as provided in Article 19.
- j. **Contractor** - The person, firm or corporation with whom owner has executed the Agreement.
- k. **Day** - A calendar day of twenty-four hours measured from midnight to the next midnight.
- l. **Drawings** - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents.
- m. **Engineer** - The engineer, architect, construction administrator or other authorized owner's representative of the City of **La Vergne**.
- n. **Field Order** - A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- o. **Modification** - (1) a written amendment of the Contract Documents signed by both parties; (2) a Change Order; (3) a written clarification or interpretation issued by Engineer; or (4) a written order for a minor change or alteration in the Work issued by Engineer. A Modification may only be issued after execution of the Agreement.
- p. **Notice of Award** - The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions

precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Agreement to him.

- q. **Notice to Proceed** - A written notice given by owner to Contractor (a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.
- r. **Owner** - A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.
- s. **Project** - The entire construction to be performed as provided in the Contract Documents.
- t. **Project Manual** - A bound volume which contains documents concerning bidding and contractual requirements as well as the Specifications. Material included falls into two general categories: those describing the requirements for bidding and those that become part of the Contract Documents upon the signing of the Agreement.
- u. **Resident Project Representative** - The authorized representative of the Engineer who is assigned to the Project site or any part thereof.
- v. **Shop Drawings** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
- w. **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
- x. **Subcontractor** - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- y. **Substantial Completion** - The date as certified by Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes

for which it was intended; or if there be no such certification, the date when final payment is due.

- z. **Work** - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents.

3. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. **SHOP OR SETTING DRAWINGS**

The Contractor shall submit promptly to the Engineer three copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for accuracy of such drawings and for their conformity to the Drawings and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

5. **MATERIALS. SERVICES AND FACILITIES**

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all material, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services, and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the

specified time. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

6. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner, but the Contractor will pay for all laboratory inspection service. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Engineer's opinion. It shall not be purchased or installed without his written approval.

9. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and/or Royalty Fees for the uses of process which is authorized by the owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, direct by the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner, of the Project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner from any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. SURVEYS, PERMITS AND REGULATIONS

Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. This does not include offset staking for sewer lines or final surveys necessary for actual construction unless otherwise noted in the Supplementary Conditions.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageway, guard fences and other protective facilities.

11. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the Drawings and Specifications covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the directions of the owner or his authorized representative as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or other improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the owner.

12. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the owner or his authorized representative shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this Contract he shall at all times safely guard and protect his ---in work, and that of adjacent property for damage The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner or his authorized representative. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner or his authorized representative, in a diligent manner. He shall notify the owner or his authorized representative immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the owner or his authorized representative for approval.

Where the contractor has not taken action but has notified the Owner or his authorized representative of emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner or his authorized representative.

The amount of reimbursement claimed by the Contractor an account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. INSPECTION

The authorized representatives of the owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. REPORTS, RECORDS AND DATA

The Contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this Contract.

16. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the owner or his authorized representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. CHANGES IN WORK

No changes in the work covered by the approved documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods.

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
 - 1. Labor, including foreman;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and old age and-unemployment contributions.

To the cost under 17(c) there shall be added a fixed fee to be agreed upon but not to exceed 15% of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond profit -and any other general expenses.

18. EXTRAS

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or

materials shall be allowed unless the work is ordered in writing by the Owner or his authorized representative, acting officially for the owner, and the price is stated in such order.

19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and-between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of-any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, Embargoes, and unusually severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specific in subsections a. and b. of this article.

Provided, further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the owner in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. CORRECTION OF WORK

All work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the owner or his authorized representative who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. if, in the opinion of the owner or his authorized representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner or his authorized representative shall be equitable.

21. SUBSURFACE CONDITTONS FOUND DIFFERENT

Should the Contractor encounter subsurface and./or latent conditions at the site materially differing from those shown on- the Drawings or indicated in the Specifications, he shall immediately give notice to the Owner or his authorized representative of such conditions before they are disturbed. The owner or his authorized representative will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Drawings, or indicated in the Specifications, he will at once make such changes in the

Drawings and/or Specifications as he may find necessary, any increase or decrease of the cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

Where information is given in the Contract Documents on the existence, location, type of subsurface soil or rock formations, utility lines, structures and other items, such information is provided for the Contractor's convenience only and neither the owner nor his authorized representative guarantee the accuracy of any such information.

22. CLAIMS FOR EXTRA COST

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the owner's authorized representative and approved by the owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the owner, give the Owner access to accounts relating thereto.

23. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time-limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract

Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactory cleared within ten days after service of such notice, the owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Owner's authorized representative that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall, have the right to take over and perform the Contract. If the

Surety does not commence performance of the Contract within ten days after service of the Notice of Termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the owner takes over the work and if the unpaid balance of the Contract price when the owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Owner or his authorized representative.

- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the owner's authorized representative approves the amount thus charged to the Contractor.
- c. The Owner may require the Surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the owner and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the -work, either upon termination of the services of the Contractor or upon instruction from the owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the right of the Owner to do the work itself or to take control of the work.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the owner an estimated

construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the owner (a) a detailed estimate giving a complete breakdown of the Contract price; and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs allocated to any of these various schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

25. PAYMENTS TO CONTRACTOR

Use of AIA document G702 and G703 are acceptable means for submittal of payment.

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made by the owners' authorized representative and as approved by the owner, provided the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained 5 percent on the amount of each estimate until substantial completion of all work covered by this Contract, in order to insure proper performance of the Contract. Payments, as approved by the owner's authorized representative, shall be made to the Contractor by the Owner no later than the 15th day of each calendar month for work performed the preceding month provided the Contractor submits data so required by the Owner's authorized representative to the Owner's authorized representative by the 5th day of each calendar month.

The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the owner's authorized representative in accordance with methods defined in the Contract Documents.

In preparing estimate data to be submitted to the owner's authorized representative, Contractor may include for consideration material properly delivered and stored on site and any preparatory work. All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

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Upon completion and acceptance of the work, the owner's authorized representative shall issue a certificate that the work has been completed and accepted by him under the conditions of this contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including retained percentages, but excepting such sums as may be lawfully retained by the owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material and other outstanding indebtedness in connection with this Contract have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the owner's authorized representative so certifies, the owner shall upon the certificate of the Owner's authorized representative, and without terminating the Contract, make payment for the balance-due for that portion of the work fully completed and accepted.

The Owner's authorized representative may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of Contractor to make payments promptly to subcontractors or for material or labor.
- d. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor agrees that he will indemnify and save the Owner harmless for all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request furnish satisfactory evidence that all obligations of the nature

hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the owner shall be considered as a payment made under the Contract by the owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Performance and Payment Bond.

27. PAYMENTS BY CONTRACTOR

The Contractor shall pay for (a) all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered; (b) all material, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such material, tools and equipment are incorporated or used; and (c) to each of his sub contractors, not later than the 5th day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. CONTRACTORS AND SUBCONTRACTORS INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved. Contractor and

subcontractor shall keep such approved insurance in full force and effect until Project is accepted by Owner.

- a. **COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable state law for all of his employees to be engaged in work at the site of the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in the amounts specified under Supplemental General Conditions.
- c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall either (1) require each of his subcontractor's Public Liability and Property Damage Insurance of the type and in the amounts specified in subparagraph (b), hereof or (2) insure the activities of his subcontractors in his policy specified in subparagraph (b) hereof.
- d. **SCOPE OF INSURANCE AND SPECIAL HAZARDS:** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.
- e. **BUILDERS RISK INSURANCE:** The Contractor shall provide such insurance as will protect the Contractor and the Owner from loss or damage while the project is under construction and prior to the full acceptance thereof by the Owner. The policies shall be payable to the Contractor and the Owner as their interests may appear. This provision shall not release the Contractor of his obligations to

complete, according to plans and Specifications, the project covered by the Contract, and his Surety shall be obligated to full performance of the Contractor's undertaking.

- f. **PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificated shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Owner".

29. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount not less than that prescribed by state or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Owner.

Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power-of-attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond.

30. ADDITIONAL OR SUBSTITUTE BOND

If, at any time, the owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties for the Performance or Payment Bond, the Contractor shall within 5 days after notice from the owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the owner.

31. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without written consent of the Owner. In case the Contractor, assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due

or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

32. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage an the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the owner against any such claim.

33. SEPARATE CONTRACTS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the owner or his authorized representative immediately of lack of progress or defective workmanship of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. SUBCONTRACTING

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, shall contain such information as the owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

35. ENGINEER'S AUTHORITY

The Engineer being an authorized representative of the Owner shall determine the amount, quality, acceptability and fitness of the several kinds of work and material which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Engineer shall be a condition precedent to the rights of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the Specifications and of any Drawings where the same may be found obscure or be in dispute. Any difference or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be considered as covered in both. In case of differences between the Drawings and Specifications, the Specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Drawing and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or corrections thereof shall be conclusive.

36. STATED ALLOWANCES

The Contractor shall include in his proposal the cash allowances stated in Paragraph 2 of the Supplementary Conditions. The Contractor shall purchase the "Allowed Material" by soliciting not less than three (3) bids, as directed by the Owner. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price with tax included without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of "Allowed Materials" shall be included in the applicable sections of the contract Specifications covering this work.

37. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of the work of any other contractor;
- c. To place upon the work of any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the works shall present a neat, orderly and workmanlike appearance;
- e. Before final payment to remove all surplus material false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition; and
- f. To effect all cutting, fitting or patching of his work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner or his authorized representation, not to cut or otherwise alter the work of any other Contractor.

38. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and material to be furnished under this Contract are shown in any of the documents including the proposal, they are give for use in comparing bids and the right is expressly reserved except as herein otherwise specifically limited to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way violate this Contract, nor shall any such increases or diminution have cause for claims or liability for damages.

39. RIGHT-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. It is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have

previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after commencement, by reason of any litigation, or by reason of its inability to procure and lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage be reason of said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of the work will be extended to such times as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

The provisions do not in any way take precedence over Paragraph 46, **CONTRACTOR'S RIGHT TO STOP WORK AND TERMINATE CONTRACT.**

40. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute and acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the project unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. CONFLICTING CONDITIONS

Any provision in any of the contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency. Provisions of the Supplemental General Conditions take precedence over provisions of the General Conditions where there is a conflict.

42. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the project.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. UNDERGROUND OBSTRUCTIONS

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate locations and must be verified in the field by the contractor. The Owner and his authorized representative will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

45. CORRECTION OF NUISAICE CONDITION

If, upon 24 hours written notice to the Contractor, the Contractor fails to correct a situation causing an inconvenience, damage or nuisance to the general public, particular property owners or the owner, the owner may with certification of his authorized representative as to the existence of said inconvenience or nuisance, correct the situation by whatever means is at his disposal with cost of said correction being deducted from the payments to the Contractor under the approval of the Owner's authorized representative.

46. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped under an order of any court or other public authority for a period of ninety (90) consecutive days through no act or fault of the Contractor or any one employed by him, then the Contractor may on seven consecutive days' written notice to the Owner and the owner's authorized representative stop work or terminate this Contract and recover from the owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the owner's authorized representative shall fail to issue any certificate for payment within ten (10) days after it is due, or if the owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Owner's authorized representative, then the Contractor may on seven days' prior written notice to the Owner and the Owner's authorized representative stop work and give written notice of intention to

terminate this Contract. If the owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the Contract and recover from the Owner payment for all work executed any losses sustained upon any plant or materials and a reasonable profit.

47. **WAIVER**

It is expressly understood and agreed that any waiver granted by the owner or his authorized representative of any term, provision or covenant of this contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

END OF DOCUMENT

Standard Procurement Terms and Conditions City of La Vergne, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of La Vergne

Attn: Purchasing Manager

Re: City of La Vergne Purchasing Office Solicitation No. _____ - _____

109 Third Ave. South

P.O. Box 305

La Vergne, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@LaVergnetn.gov

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

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting there from.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

STANDARD PROCUREMENT TERMS AND CONDITIONS 007201 - 3

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

10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of La Vergne, the City of La Vergne and individual, on or off duty, officers, and employees of the City of La Vergne, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of La Vergne.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of

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City of LaVergne Public Works and
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goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

END OF DOCUMENT



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: MAY 30, 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, 2027
Alfred "Al" Lane	May 2022	April 30, 2025
Samantha Agee-Roark	May 2022	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026

Staff has been notified that Samantha Agee-Roark has moved out of state. I have tried to reach out to her to verify this information, but she has not responded. In order to begin advertising an opening on this committee, she must first be removed. Once removed, we can advertise for the vacant position and accept applications.

We did receive a new application from Laura Ward.

Current Applicant:

- Laura Ward

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

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

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

APPLICANT INFORMATION

Name: Laura E. Ward Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

LaVergne, 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	College / University	Graduate / Professional
School Name	Chattanooga City	Fisk & Vanderbilt	MA
City, State	Chattanooga, TN	Nashville, TN	BA
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☒ 2 ☐ 3 ☐ 4
Course of Study	N/A	an & Regional Planr	Graduate
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	
List any experience that would apply to the Board or Committee you are applying for:	President of HOA at Cottages of Indian Park(Mboro, TN); Neighborhood Justice Mediator (Dept of Human Services, Nashville, TN); Vice Chair of Hickory Woods Homeowners Assoc,
Municipal Boards / Committees on which you currently serve:	None
Municipal Boards / Committees on which you have previously served:	State of Planning and Development Norris, TN; State of Planning and Development Town of Farragut, TN
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	As a former city planner for the state of Tennessee and a resident of LaVergne, it is my desire to see our city grow culturally. My community advocacy entails maintaining as well as developing programs and events that further enhance the beautification of our community through arts and events. Also, I am a avid gardener seeking to become a Master Gardener through Rutherford County

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Laurel Howell		40	
2	Carrie Davis		8	
3	Dr. Paul Jackson	will provide	12	

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: Laura E. Ward

Date: 05/27/2023

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

LAURA EDWARDS-WARD

LaVernge, TN 37086

PROFESSIONAL EXPERIENCE

4/2015-2017[Retired] TVHS, Dept. of Human Resources, 3400 Lebanon Pike, Murfreesboro, TN 37129 Credentialing Specialist GS-6/7 (40 hrs/wk):

- Compile and maintain current and accurate data for all nursing staff
- Complete provider credentialing and recredentialing applications; monitor applications and follow-ups as needed
- Maintain copies of current state licenses, DEA certificates, other required credentialing documents for providers
- Maintain corporate provider contracts files for providers
- Set up and maintain provider information in online credentialing databases and systems
- Track license and certification expirations for all providers to ensure timely renewals
- Ensure practice addresses are current with health plan agencies and other entities
- Track license, DEA and professional expirations for appointed providers
- Maintain appointment files and information in credentialing databases
- Audit directories for current and accurate provider information
- Maintain confidentiality of provider information
- Provided credentialing and privileging verifications

TVHS Police Service, 3400 Lebanon Pike, Murfreesboro, TN 37129 Program Support Assistant, GS-5 (40hrs/wk):

- Maintain and complete police documents to ensure security operations.
- Perform various multi-administrative tasks for three campuses: multi-line telecommunication systems; schedule appointments; keep all necessary facts, figures and applicable regulations for review of service.
- Order and procure all supplies and equipment (Purchase Card Holder) for service operations.
- Identify medical center employees who need clearance and complete their exit requirements.
- Certified PIV Official Sponsor/Issuer responsible for the validation and substantiation of the card applicant's need for an identification card. Initiate the appropriate background investigation process and provide the demographic as well as organizational data required to facilitate the enrollment process. Also in charge of entering biometrics received from application and verify the accuracy of the information; and responsible for approval or deny the card request. As the PIV Issuer duties include the validating the identity of the card applicant, produce the identification card, issuing the credential utilizing the PIV Portal.
- Assist any outside law enforcement agency or office obtaining required information or meeting the proper officials.
- Provide courteous and helpful assistance by telephone and in person to all persons in various requests.
- Comply with established ADP Security and VHA requirements in accordance to Privacy Act and agency regulations.
- Primary Timekeeper responsible for the preparation, maintenance and timely submission of time and attendance reports for all of TVHS Police Service while providing attention to detail of multiple schedules, changes to TODs and overtime; including but not limited to multi-tasking while working in various VISTA screens, Work and Excel documents.
- Demonstrate flexibility in order to provide Alternative Timekeepers instructions and training for Police Service personnel at three campuses utilizing programs VISTA and PoLinks software.
- Serve as ADPAC Assistant for processing Systems Access Requests (SARS). Coordinate services with Human Resources in relation to new employee orientation. Document and provide all new police hires with specified menu options obtained using the ADPAC Administration Menu; and submission of SARS to executive management for approval.
- Maintain Uniform Offense Reports, United States District Court Violations, Courtesy Violations Notices, Daily Operations Journal and standard filing system correctly.
- Generate and transmit Uniform Crime Reports correctly and in a timely manner.
- Maintain files on scheduled court cases, time and attendance records, Medical Center directive and handbooks, keep record system in accordance to VHA Records Control Schedule (RCS) 10-1 requirements and maintain all other files necessary for proper security operations.
- Maintain confidentiality of all work accomplished or reviewed as directed by service chief and top management.
- Obtain and communicate all necessary information, verbal and written, for presentation to other services as well as Headquarters, local, state, and federal law enforcement agencies.
- Ensure employees provide all required information for vehicle registration; responsible for entering this data and updated demographics in VAPS (Department of Veterans Affairs Police) for electronic documentation.
- Maintain system of records in ADP and card file, and issue parking permits in accordance to station policy.
- Bill for monthly parking, lost garage access, card and keys in Excel and

4/2013-4/2014 TVHS, Fiscal Service, 3400 Lebanon Pike, Murfreesboro, TN 37129 Payroll Technician GS-6 (40hrs/wk):

- Payment of salaries and establishment of master records for THVS and VISN 9 employees in VISTA (Veterans Health Information Systems and Technology Architecture) , DFAS (Defense Finance and Accounting Service) and PAID (Personnel and Accounting Integrated Data) programs and other multiple office automation software packages for program specific data and reports.
- Input corrections to timecards, leave adjustments, and verify payroll and Human Resources data.
- Ensure specialized procedures regarding bankruptcies, garnishments, child support, and federal taxes, sick and annual leave, union dues, military leave, without pay balances, uniform allowances, health insurance, deposits and allowances in accordance with VA procedures and regulations.
- Process time and attendance records in ETA (Electronic Time & Attendance) System for various employees appointed under different personnel systems with unique pay accounts in General Services (GS) and Wage Grade (WG), Canteen employees and Title 38 positions.
- Research and code changes to employees Master Record, coding adjustments and electronic files (DFAS).
- Responsible for ensuring employee records are received in a timely manner to meet the Financial Services Center transmittal deadlines.
- Process coding pay adjustments to normal pay, locality pay, night differential, overtime, holiday pay, and other deductions.
- Work independently in a team setting to resolve payroll issues for employees.

Collateral Duties

10/2010-2013: TVHS EEO Inclusion and Diversity Program Manager Federal Women's Program [TVHS Director's appointment]:

- Recruited, developed and currently managing a diverse committee at Alvin C. York Campus consisting of a panel of 15 employees and management for the Federal Employed Women (FEW/FWP) Program.
- Attend all training for EEO Title VI, Title VII and Public Law 92-261 and participated in VISN level training.
- Quarterly and yearly provide committee members with training pertaining to EEO Inclusion and Diversity procedures and regulations in relation to TVHS employees.
- Assist the EEO Specialist with complaints by identifying problem areas and request for corrective action(s) through first-line mediation.
- Provide employees with counseling and recommendations of appropriate corrective action options for review by the EEO Specialist.
- Responsible for the development of FEW/FWP Program goals and quarterly agendas.
- Provide leadership for the implementation of FEW/FWP goals and activities to all York employees including, but not limited to transportation regulations, policies and procedures for employees and speakers for dual campus activities'.
- Effectively communicate orally and written with other SEP Managers, employees and management to obtain problem solving resolutions successfully and expeditiously.
- Recruit and build membership for the Inclusion and Diversity Committees.
- Develop materials (brochures, statistical data and reports) for dissemination at FEW/FWP sponsored programs.
- Acted as an advisor to the director on EEO matters relating to women's employment as well as other human relations factors impacting TVHS employees.
- Completed 18 hours of coursework of EEO Training including but not limited to: EEO Law and Regulations; Accommodating Employees with Disabilities and Avoiding EEO Complaints; Conflict Resolution; Investigative Techniques and Documentation; Embracing Multicultural Workforce; and Misconduct: How to Defend Against Disciplinary and/or Adverse Actions.

4/2013-2013 C.R.E.W. Facilitator (Civility, Respect and Engagement in the Workplace) TVHS

- Serve as a Group Facilitator/Liaison between employees and management for the assessment of workplace needs and create specific goals or objectives to meet those needs.
- As a Group Leader develop channels or processes in which members use their time efficiently to make high-quality decisions.
- Offer positive feedback between the members, management and other medical staff.
- Deliver resolutions that will coordinate with internal reviews of grievances, complaints or concerns as they relate regulations and health care policies at TVHS.
- Effectively communicate outcomes through the utilization of measurements, analysis, and internal review reporting.

4/2008- 4/2013: Tennessee Valley Healthcare System, Business Office Data Support Section, 3400 Lebanon Pike, Murfreesboro, TN 37129 Program Support Clerk/ADPAC Assistant GS-6 (40 hrs/wk):

- Daily enter and maintain timekeeping data of unit employees in Veterans Health Information Systems and Technology Architecture (VISTA).
 - Compose and type letters and memorandums for the dissemination of Veterans Administration (VA) Directives to various other departments within the Business Office.
 - Provide administrative support which includes transcribing and distributing minutes from staff meetings of the Data Section and the taking of minutes for TVHS ADPAC (Automated Data Processing Applications Coordinator) utilizing Microsoft Word, Excel, Outlook, Access and medical terminology.
 - Conduct weekly compliance reviews/electronic audits to ensure the accuracy of patients' clinical appointments (made in VISTA) are being prepared through the proper employment of the Outpatient Scheduling and Electronic Wait List Options (EWL) menus. Validations of these appointments are performed through the usage of web pages, Primary Care Clinics (PCC), Health Eligibility Center (HEC) and Computerized Patient Record System (CPRS), Fileman, and Veterans Information System (VIS).
 - Responsible for the retrieval and preparation of statistical data of workloads to generate Action Required Reports (ACRP), AD HOC and Incomplete Encounters Report. Prepare reports, graphs, table and spreadsheets of statistical data for executive management. Provide and maintain tracking of TVHS Telephone Care (daily or as needed), Patient Care Encounter (PCE), and Incomplete Encounter Management Report Summary through VISTA and other automation software packages. Employ Master Patient Index (MPI) to correct encounter errors regarding patient demographics, and submit the corrections to Austin Data Processing Center (DPC) as well as to other VISNS which may have erroneous information.
 - Serve as Business Office ADPAC Assistant that entails investigating and resolving computer problems experienced by staff. Additional duties include installing XNViewer and XP Scanner Drives; furnishing Automated Data Program (ADP) security support of patient data by enrolling Business Office personnel in Public Key Infrastructure (PVI); trouble shooting systemic issues by collaborating with the Information Security Officers (ISO) PIV user concerns.
 - Instruct and train personnel on PVI fundamentals when transmitting patient data, including VAVHA policy and privacy procedures.
 - Coordinate services with Human Relations in relation to new employee orientation. Document and provide all new Business Office hires with specified menu options obtained using the ADPAC Administration Menu; and submission of Systems Access Forms (SARS) to mid-level management for approval. Prepare and provide guidelines/reports for training of Business Office employees and clinical personnel.
 - Provide administrative support and coordination of PACT Restructure Team PCN (Primary Care in Nashville); including but not limited to collection of data and tracking support; compiling the data to generate reports, trends, compliance, progress reports and meeting performance measures as set by the VISN.
 - Maintain highly detailed reports for TVHS Telephone Care suspense files.
 - Assist with scheduling clinical appointments and consults through utilization of CPRS, Insurance Card Scanning
 - Monthly Monitor Electronic Wait Lists (EWL).
 - Monitor and correct electronic errors for Eligibility, patient and clinical cancellations, no-shows.
 - Monitor and correct electronic errors of inpatient and outpatient appointments.
 - Daily verify orders from providers and give technical support to enhance knowledge utilization of the Incomplete Encounters Management Module.
 - Operate multi-line telephone system to receive and relay telephone calls to the Business Office as needed.
 - Monthly scan and fax documents relating to various Business Office and Data Section Reports to outside agencies, other VA unit services.
 - Developed and maintained numerous Data Section files, including but limited to Weekly and Monthly Death Reports; Electronic Wait Lists, Director's Morning Report.
 - Provided back-up to other Nurse Telephone Care Service through training and reporting statistical data for service reports utilizing GNAV.
 - Developed new reporting milieu for CSU/PMO
 - **Served as the Administrative Support of the Operational Planning/ PACT Team 6 [six week appointment]** with duties which include scheduling meetings, prepare agendas, taking minutes, data collection, and preparation of reports.
 - Provided administrative support and coordination of PACT Restructure Team PCN (Primary Care in Nashville); including but not limited to collection of data and tracking support; compiling the data to generate reports, trends, compliance, progress reports and meeting performance measures as set by the VISN.
- Supervisor(s): Angela Malik and Jerry Haney [REDACTED]

1/2008-4/2008 Tennessee Valley Healthcare System, 3400 Lebanon Pike, Murfreesboro, TN 37129 Food Service Worker (42.5 hrs/wk):

- Performed cashier/clerical duties regarding the receipt, disbursement, examination, deposit, and safeguarding of cash and financial transactions. Ensured proper identification was presented before disbursement was made.

- Collected cash receipts, credit card receipts, and other supporting documentation.
- Verified Daily Activity Reports and Balance Sheets; received daily cash receipts for accuracy; prepared cash reports, posted shortages and overages.
- Responsible for verification and replenishment of change; assumed responsibility and accountability for all funds assigned to two locations on campus.
- Also prepared and served cold foodstuffs to patients, staff, and visitors at campus coffee shop. Supervisors: Debra L. Barrett and Rob Loeb [REDACTED]

**9/1993-4/1995 Tennessee Protection and Advocacy, 2416 Hillsboro Rd, Nashville, TN Regional Case Manager
(40-50hrs/wk):**

- Responsible for implementing agency goals and objectives by investigating cases of abuse or allegations of abuse of individuals with mental illness/dual diagnosis in private, local, state and federal facilities throughout Middle, East and West Tennessee.
- Independently researched state and federal laws as they relate to the safeguarding and advancement the civil and human rights of individuals with disabilities in Tennessee.
- Provided referrals, consultations, and various levels of advocacy assistance to a diverse populace in urban and rural areas that encompassed legal administrative remedies on behalf of people with disabilities who experienced discrimination or alleged discrimination.
- Weekly documented and prepared investigative reports, legal referrals and assisted clients in obtaining legal assistance or representation.
- Researched and prepared case management reports involving Title I, Title II and Title III of the ADA (Americans with Disabilities Act).
- Attended interdisciplinary treatment plan meetings in clinical and community settings.
- Conducted monthly community outreaches, public speaking engagements, and served on the PAMII Advisory Council. Coordinated staff activities and conducted regional training seminars quarterly. Supervisor: Sheila Mullins, [REDACTED]

**1981-1989 Internal Revenue Service, Taxpayer Service Division
Houston, TX & Nashville, TN Taxpayer Service Specialist GS-8 (40 hrs./wk):**

- Assisted and advised taxpayers in meeting their federal tax obligations through utilization of computerized database programs in both call and walk-in centers.
- Provided technical assistance of individual income, excise, corporate, and employment taxes, and all other taxes.
- Prepared hundreds of tax returns of various complexities
- Presented and explained tax options. Answered telephone inquiries concerning collection of accounts, notices, and delinquent tax obligations.
- Determined and explained status of accounts and action needed to resolve, including sensitive, difficult, and complex contacts and correspondence.
- Served as technical backup for IRS, researching complex tax law.
- Conducted personal and media appearances for IRS tax classes and supervised volunteer tax assistants (VITA).
- Daily documented and resolved frequent systemic issues of business and individual accounts.
- Respond to taxpayer inquiries and provide problems resolutions as a customer service community representative
- Provide credit evaluations and analysis for field Revenue Officers
- Process delinquent tax liabilities for collections and establish payment plans with adjustments as needed

Supervisor: Pat Rhea (no phone # available but may contact)

EDUCATION: Masters of Arts, Urban and Regional Planning
B.A. Sociology-Anthropology
Fisk University and Vanderbilt University, Nashville, TN
M.A. Fisk University, Nashville, TN

REFERENCES: Available upon request



City of La Vergne

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M E M O

DATE: MAY 30, 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 have contacted them and they both wish to remain on this committee. We have also been advertising these positions on Channel 3 and Social Media, but have not received any applications.

Current Applicants:

- Laura Davidson
- Mary Jane Skinner



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M E M O

DATE: MAY 30, 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 continue to 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, June 6, 2023, I will remove this item from the agenda.



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M E M O

DATE: MAY 30, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LA VERGNE INDUSTRIAL DEVELOPMENT BOARD

La Vergne Industrial Development Board

Appointed by City Council

Name	Appointed:	Term Expires
Vacant - Chairman		October 1, 2027
Terrel "Terry" Coleman	October 2, 2019	October 1, 2023
Laura Davidson	October 2, 2019	October 1, 2025
Jim Hesemann	October 2, 2019	October 1, 2023
Daniel Pazych	October 6, 2020	October 1, 2027
Craig S. Stewart	October 2, 2019	October 1, 2025
Kathy Tyson	October 2, 2019	October 1, 2027

We have one vacancy on this committee due to the resignation of Brent Turner. We have started advertising this position on Channel 3 and Social Media and have received one application.

Current Applicant:

- Graeme Coates

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

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

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

APPLICANT INFORMATION

Name: Graeme Coates Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

La Vergne, TN Email Address: [REDACTED]

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

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

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name			
City, State			
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A		
Receive a diploma?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	Aviation
List any experience that would apply to the Board or Committee you are applying for:	20+ years of living in the City
Municipal Boards / Committees on which you currently serve:	BOZA, PC & EDAC
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?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	Assist the City of La Vergne

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1		Any of the present M&A		
2				
3				

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: Graeme Coates Digitally signed by Graeme Coates
Date: 2023.04.28 15:35:15 -05'00'

Date: 04/28/2023

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



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M E M O

DATE: MAY 30, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: 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 have contacted them to see if they want to stay on this committee and Rick Autery wants to stay on the committee. Felicia Anderson wants to leave the committee. We have been advertising these positions on Channel 3 and Social Media, but have not received any additional applications.

Current Applicant:

- Rick Autery



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M E M O

DATE: MAY 30, 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, June 6, 2023, I will remove this item from the agenda.



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M E M O

DATE: MAY 30, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: FYI - ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Economic Development Advisory Committee		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Jason Cole - Chairman (BOMA)	December 2022	Term of Office
Graeme Coates	February 2023	June 30, 2023
Floyd Dennis	May 2015	June 30, 2025
Justin Greer	July 2022	June 30, 2026
Nathaniel Holzmnn	November 2018	June 30, 2023
Daniel Pazych	August 2019	June 30, 2023
Eric Tuttobene	March 2013	June 30, 2024

The terms for Graeme Coates, Nathaniel Holzmnn, and Daniel Pazych will expire at the end of June. We will contact them to see if they wish to remain on this committee. We will also begin advertising these positions on Channel 3 and Social Media. This is for informational purposes only. This will not be on the agenda for the meeting on Tuesday.