

WORKSHOP AGENDA

Board of Mayor and Aldermen

June 29, 2023 @ 6:30 PM

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

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

ORDER OF BUSINESS

1. Approve Minutes: June 6, 2023 Public Hearing and June 6, 2023 Regular Meeting.
2. Presentations:
 - A. Police Department - Chief's Award. (Workshop only.)
 - B. Fire Department - Badge Pinning Ceremony. (Workshop only.)
3. Public Comment Period. (Meeting only.)
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

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

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.)

6. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Award Structural Inspection and Testing Services Contract for Public Works and Community Development Building.

- B. Approve Amendment #1 to Agreement for Engineering Services with CTI Engineers, Inc. for the Waldron Road Sewer Assessment Zone.
- C. Approve the Cyber Security Response Plan for The City of La Vergne.

NEW BUSINESS

- 7. First Reading - **Ordinance #2023-16** - An Ordinance to Adopt the New City of La Vergne Zoning Ordinance and Zoning Map. (A favorable recommendation was sent by the Planning Commission on December 27, 2022. A Public Hearing will be held on July 6, 2023 at 6:30 p.m.)
- 8. First Reading - **Ordinance #2023-17** - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding the Sewer Rates and Tap Fees for the Blair Road Sewer Basin.
- 9. **Resolution #2023-15** - A Resolution to Authorize the Mayor to Negotiate and Enter Into a Contract for the Sale of Right-of-Way Property Located Between 315 and 325 Waldron Road.
- 10. Motion to Approve an Agreement with BRS Development, LLC for the Sewer Line Extension Project for Arbor Ridge.
- 11. **Appoint or Remove Board / Committee Members:**
 - A. Economic Development Advisory Committee. (Three terms expire 6/30/23.)
 - B. Historical Preservation Advisory Committee. (One term is vacant.)
 - C. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
- 12. Discussion - Update - Police Chief Recruitment. (Workshop only.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JUNE 6, 2023 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

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

Board Members Present

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

ORDER OF BUSINESS

1. **Ordinance #2023-10 - 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.**

Ms. Joyce Gamble, 246 Hollandale Road, approached the podium and spoke against the rezoning.

No one else spoke.

2. **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.**

No one spoke.

3. **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- v unfavorable recommendation from the Planning Commission on April 25, 2023.)**

No one spoke.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:36 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JUNE 6, 2023 AT LA VERGNE
CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The June 6, 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 Mayor Jason Cole. The Pledge of Allegiance was led 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.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the May 2, 2023 Regular Meeting, May 8, 2023 Public Hearing, and the May 8, 2023 Special Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Department Reports:

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

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

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

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

E. Finance Department. Ms. 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

3. **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.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to deny Ordinance #2023-10 on first reading, was adopted following a roll-call vote.

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

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

Alderman Waldron made comments about the budget and spending for the new fiscal year. A discussion ensued.

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

5. **Second 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 second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE

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

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

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

CONSENT AGENDA

7. 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.

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

NEW BUSINESS

8. 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.

A motion made by Mayor Cole, seconded by Alderman Hobbs, to deny Ordinance #2023-14 on first reading, was adopted following a roll-call vote.

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

9. 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.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2023-15 on first reading was adopted, following a roll-call vote.

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

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

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2023-13, was adopted following a roll-call vote.

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

11. Resolution #2023-14 - A Resolution to Amend the Employee Handbook

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2023-14, was adopted following a roll-call vote.

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

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

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to award the bid for the construction of the Public Works and Community Development Services Facility to Baron Construction, was adopted following a roll-call vote.

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

13. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to remove Samantha Agee-Roark from the Beautification and Arts Advisory Committee was adopted following a roll-call vote.

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

Mayor Cole appointed Laura Ward to the Beautification and Arts Advisory Committee. The Board confirmed the appointment with all voting AYE, except Alderman Waldron who voted NO.

B. Greenway Advisory Committee. Mayor Cole appointed Mary Jane Skinner and Laura Davidson to the Greenway Advisory Committee. The Board confirmed the appointments with all voting AYE, except Alderman Waldron who voted NO.

C. La Vergne Industrial Development Board.

A motion made by Mayor Cole, seconded by Alderman Haas, to appoint Graeme Coates to the La Vergne Industrial Development Board. The Board confirmed the appointment with all voting AYE.

D. Parks & Recreation Advisory Committee.

Mayor Cole appointed Felecia Anderson and Rick Autery to the Parks & Recreation Advisory Committee. The Board confirmed the appointments with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to check on the elderly and their pets. He asked City Planner Bo Logan to explain the Zoning Ordinance.

Mr. Logan explained the zoning ordinance. Alderman Waldron asked about property taxes. Mr. Logan stated that the only way the property taxes would increase is if the owner changed the use of the property. He stated that the tax is based on the use, not the zoning. A discussion ensued. Mr. Logan's example was if a house burned down and the owner rebuilt the house in one year, the homeowner would still pay residential taxes.

Alderman Hobbs thanked Mrs. Donna Bebout for a great time at the La Vergne Library. She reminded everyone about the Great Tennessee Air Show this coming weekend. She asked everyone to wear their life jackets if they were on the lake. She stated for the record that she had requested the Mayor's hire/fire authority be on the agenda for discussion, but, once again, it was removed by the Mayor.

Alderman Haas thanked the Parks and Recreation team for the clean facilities at the ballpark.

Vice-Mayor Noe made comments about the BJ's Wholesale grand opening, on June 14, 2023. He thanked staff and reminded everyone about the air show.

Mayor Cole reminded everyone about the Independence Day celebration on July 4, 2023. He made comments and explained about the Special Census going on. He made comments about the Zoning Ordinance meetings at the Library and thanked the Library staff. He reminded everyone about the air show this weekend and the BJ's Wholesale grand opening next week. He thanked the City Administrator and city staff for their hard work on putting the new budget in place.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:38 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 29, 2023

Item Title: Second 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 29, 2023

Item Title: Award Structural Inspection and Testing Services Contract for Public Works and Community Development Building.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Award Packet Rev 01 2023 06 23

Summary:

The Public Works and Community Development Building Contract with Baron Construction requires that the City hire the Structural Inspection and Testing consultant directly. This contract is for those services.

Background Information:

This is a professional services contract, so it is awarded based on qualifications rather than price. This work was properly advertised by the Finance Department and Statements of Qualifications were received, reviewed, and scored.

Financial Summary:

Time and materials contract. Awarded based on qualifications. Maximum ceiling before requiring contract modification is set at \$100,000.

Staff Recommendation:

Award contract to TTL, Inc.



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
laveragnetn.gov

Engineering Department Recommendation to Award Consultant Contract for Structural Inspection and Testing Services for the Public Works and Community Development

Recommendation

The Engineering Department recommends the award of the professional services contract described in Exhibit 1 of this document to TTL, Inc.

Background Information

- The advertisement (Exhibit 1) was published on 30 May 2023. This document provided a scope of required services and described a single-phase selection and grading process.
- Only one firm submitted a Statement of Qualifications (SOQ) by the deadline date of 15 June 2023. That SOQ was submitted by TTL, Inc. (see Exhibit 2).
- This SOQ was opened on 16 June 2023 by Gary Lide, City Engineer.
- The SOQ was reviewed by Gary Lide and determined to be complete and compliant (graded at 85 out of 100) on 22 June 2023 (see Exhibit 3).
- A consultant contract (Exhibit 4) was drafted and reviewed by Evan Cope on 23 June 2023. It was then reviewed by TTL, Inc. TTL, Inc. stated by e-mail (Exhibit 5) that they accepted the wording of the contract with no exceptions.



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
laveragnetn.gov

List of Exhibits

1. Advertisement
2. SOQ Submittal from TTL, Inc.
3. Grading Sheet for SOQ
4. Consultant Contract
5. Statement that TTL, Inc. accepts the wording of the contract without exception

Respectfully Submitted,

Gary Lide, PE
Director of Engineering, City of La Vergne

Date: 23 June 2023



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
lavergetn.gov

EXHIBIT 1

Advertisement

**NOTICE TO STRUCTURAL TESTING AND INSPECTION SERVICES REGARDING A REQUEST
FOR QUALIFICATIONS AND LETTERS OF INTEREST**

26 May 2023

The City of La Vergne Tennessee, an Equal Opportunity, Affirmative Action Employer, seeks to retain Structural Testing and Inspection Services related to construction of The City of La Vergne PUBLIC WORKS AND COMMUNITY DEVELOPMENT SERVICES BUILDING which is to be located at 1500 East Nir Shreibman Boulevard in La Vergne, Tennessee. The building will be 100% new construction and include multiple site accessory structures and parking.

The building will be two-stories with approximately 70,000 square feet of floor area on an approximately 40,000 square foot footprint.

PDFs of Contract Documents are available upon request from Gary Lide, PE, City Engineer, City of La Vergne, Phone: 615-287-8703, E-Mail: glide@laveragnetn.gov.

Firms may request consideration by submitting a Statement of Qualifications (SOQ) to City of La Vergne, 5175 Murfreesboro Road, La Vergne, TN 37086 Attn: Gary Lide, PE, City Engineer. All SOQs must be received by the City of La Vergne before 4:30 PM, Monday 19 June 2023. This will be a time and materials contract.

Required SOQ Contents and Percent of Scoring

- Experience and Capabilities of Firm (30%)
- Key Staff Resumes (30%)
- Past Performance on Similar Projects (20%)
- Project Organization Chart complete with names (including subconsultants) (10%)
- Technical Approach: Project understanding, quality control system, communications with client, etc. (10%)



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
lavergetn.gov

EXHIBIT 2

TTL, Inc. SOQ



STATEMENT OF QUALIFICATIONS

City of La Vergne, TN

Structural Testing and Inspection Services
TTL Proposal No. 23-08-00662.00

JUNE 20, 2023





624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770

WWW.TTLUSA.COM

June 20, 2023

Mr. Gary Lide, PE
City Engineer
City of La Vergne
5175 Murfreesboro Road
La Vergne, Tennessee 37086

RE: Proposal for Structural Testing and Inspection Services for the new
Public Works and Community Development Services Building
TTL Proposal No.

DEAR MR. LIDE:

From its annual stream clean-up to the recently renamed Fall Festival, the City of La Vergne has a long-standing tradition of community service. Now, the City seeks to enhance these offerings with a new Public Works and Community Development Services Building, and TTL stands ready to help.

While the City of La Vergne is dedicated to improving the quality of life of its citizens, we, too, are committed to improving the quality of projects for our clients. Within La Vergne, we have performed materials testing for an equipment company's parking expansion, conducted the Special Inspections and testing for a construction company's new building, and we were entrusted with the geotechnical services for Veterans Memorial Park.

With TTL, the City of La Vergne is getting a firm with a **reputation for safety**. With diligence, dedication, and attention to detail, we have earned our current EMR rating of 0.72, which falls well below the industry average of 1.0.

The City also will get a firm that believes in **communication and accountability**. With our advanced software and tools, we can communicate swiftly and efficiently to reduce discrepancies and keep the project moving forward. We use internet-based software for real-time access to inspectors, technicians, and all field and laboratory reports, benefiting both the construction schedule and the bottom line.

We appreciate your thoughtful consideration and look forward to working with you, and we are honored for the opportunity to be of service to you on this project.

If you have questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,

TTL, Inc.

Tyler Hughes, EI
Project Manager

Martin L. Medley, II, PE
Vice President, Principal Engineer

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TTL Experience and Capabilities



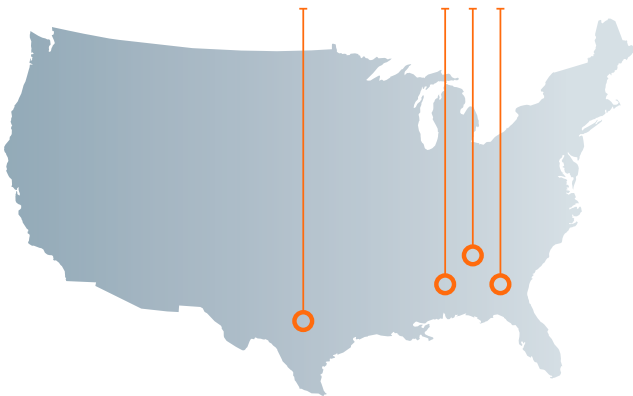
ABOUT TTL

Delivering Integrated Infrastructure Solutions

Who We Are

Founded in 1964, TTL is an engineering design firm focused on delivering integrated infrastructure solutions for public and private clients. From site and corridor selection to due diligence, design, and construction services, TTL is your trusted partner providing single-sourced custom solutions for complex infrastructure development. With more than 425 team members across the Southern United States, TTL's staff of engineers and special inspectors offer much experience that benefits our client's projects. We are a full-service, employee-owned consulting firm providing expertise in geotechnical engineering, construction materials testing and special inspections, environmental consulting services, surveying, and civil design. We have been providing our clients with practical, cost-effective solutions to their design and construction challenges for almost 60 years.

TTL serves the Southern US from 13 offices throughout Alabama, Georgia, Tennessee, and Texas.



1964

Founded in Tuscaloosa

13

Office Locations

425+

Total Employees

23

Licensed
Professional
Engineers in
Tennessee

123

Tennessee Employees



The right people for the job.

Our team has certified inspection personnel for soils and foundations, cast-in-place concrete, structural steel, and masonry. Our representatives are thoroughly trained utilizing both internal and industrial leading training programs. We understand the importance of having the right field professionals assigned to the project to make sure inspections are performed in accordance with the project plans and specifications. TTL maintains a full-service laboratory that is CCRL, AASHTO, and USACE accredited to perform industry standardized tests of construction materials including soils, aggregates, asphalt, and concrete.

TTL's Special Inspectors are American Concrete Institute (ACI), International Code Council (ICC), and American Welding Society (AWS) certified having the following certifications: Concrete Field Testing – Level 1, Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Structural Steel and Bolting Special Inspector, Structural Welding Inspector, and Certified Welding Inspector.

Project Organization Chart



PROJECT ORGANIZATION CHART



PRINCIPAL ENGINEER

Martin Medley, PE

PROJECT MANAGER

Tyler Hughes, EI

STRUCTURAL STEEL INSPECTOR

Matt Barker, CWI

SPECIAL INSPECTOR

Ben Miller

SPECIAL INSPECTOR

Ben Ellzey

PROJECT TECHNICIANS

Ben Ellzey
Jerry Stewart

ADDITIONAL FIELD TECHNICIANS AND SPECIAL INSPECTORS

Adam Bennett	Kenny Mitchell
Alex Gilley	Sean Dowker
Darran Pelt	Tony Lowery
David Trew	Traa Mitchell, III
Jarred Dawson	Troy Kaiser
Jonathan McDonald	Wes Hayes
Jordan Perdue	Will Richards
Judas Salazar	

Key Staff Resumes



KEY STAFF RESUMES

Martin Medley, II, PE

Principal Engineer

Regional Business Unit Leader & Vice President; Construction Services

12

years' experience



BS, Mathematics
Southern Methodist
University

BS, Civil Engineering
Tennessee Tech University
(TTU)

MS, Civil Engineering
TTU



American Concrete
Institute (ACI)



Registered
Professional
Engineer

Tennessee
#117194

Kentucky
#36061

Certifications

Allen Face &
Company Certified
F-Number
Technician

OSHA 10 Hour

Smith System
Driver Safety
Seminar

With mathematics coming so naturally, Martin set out for the world of finance. Soon, he realized he'd rather be outdoors helping build big things. His penchant for precision and problem solving was made clear early in his engineering career when he helped reshape an aging shopping mall in his home state of Tennessee. This reputation led to a massive contract overseeing the geotechnical, environmental, construction materials testing, and Special Inspections services for a global tech company's new data center. Now, he's solving challenges each day as project engineer on some of TTL's biggest projects, providing oversight for infrastructure and pavement installation, and monitoring a wide range of field activities from initial grading to final foundation construction.

RELATED EXPERIENCE

SOUTHERN BANK OF TENNESSEE HEADQUARTERS

Mount Juliet, TN

- Project manager for a new 22,500 SF, 2-story bank headquarters

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY IDIQ FOR STRUCTURAL TESTING, SPECIAL INSPECTION, AND GEOTECHNICAL SERVICES (A&E)

Nashville, TN

- Contract manager for a team providing construction inspection, observation, monitoring, and geotechnical consulting in support of new construction and/or repairs
- TTL is prime consultant and has held the contract since 2017

CITY OF MURFREESBORO POLICE HEADQUARTERS

Murfreesboro, TN

- Project engineer for construction materials testing services for the retrofit of a medical clinic into a new 150,000 SF police headquarters

RUTHERFORD COUNTY JUDICIAL CENTER

Murfreesboro, TN

- Project engineer for construction material testing/special inspection services for an eight-story (with basement) steel-framed courthouse building and a five-story concrete parking deck
- Construction was complicated by highly irregular rock surface and numerous soil slots and voids in the bedrock
- Solution required micropile foundation support of about 20% of the judicial center columns

CITY OF MURFREESBORO FIRE STATION NO. 4 REPLACEMENT

Murfreesboro, TN

- Project engineer for a new, multi-story fire station with a footprint of about 17,000 SF and associated parking and driveway areas
- Construction included extension of Warren Street along the west side of the proposed fire station

Tyler Hughes, EI

Project Manager

1

year of experience



MS, Civil/Environmental
Engineering
Tennessee Tech University
(TTU)

BS, Civil/Environmental
Engineering
TTU



Certifications

Engineer Intern
(EI), Tennessee
#34562

American
Concrete Institute
(ACI) #02160466:

Concrete
Strength Testing
Technician

Concrete
Field Testing
Technician

American Portable
Nuclear Gauge
Association
(APNGA):

Radiation Safety
USDOT Hazmat
Certification

International
Code Council (ICC)
#10230412

Reinforced
Concrete
Special
Inspector

Soils Special
Inspector

Tyler oversees, performs, and coordinates construction materials testing and Special Inspections for various commercial and industrial projects throughout the Nashville and Clarksville area. He also works closely with contractors and owners/owners representatives to see that each project is constructed in accordance with the approved and accepted drawings and specifications.

RELATED EXPERIENCE

NORTH CLARKSVILLE WATER TREATMENT PLANT Clarksville, TN

- Performed quality assurance for drilled micropile foundations throughout site
- Work ranged from drill-rig observation and logging and micropile proof load testing, to data review for final submission to client
- Performed quality assurance for drilled and injected grout curtain surrounding raw water intake

AJAX DISTRIBUTING WAREHOUSE ADDITION Clarksville, TN

- Project manager for construction materials testing and Special Inspections
- Coordinated with the contractor and owner's representative on difficult soil conditions to find effective solutions
- Performed subgrade and foundation evaluation, reinforcement inspections for multi-layer tilt wall panels, and floor flatness/levelness testing

3M COMPANY Clinton, TN

- Project manager for construction materials testing and Special Inspections

- Oversaw and coordinated the testing and Special Inspections for multiple simultaneous projects with the respective contractors and owner's representatives

TESLA COLLISION CENTER Nashville, TN

- Project manager for construction materials testing and Special Inspections
- Coordinated with the contractor and owner's representative on scope increases and plan revisions so the appropriate amount of Special Inspections and testing was met
- Performed subgrade and foundation evaluation, reinforcement inspections for tilt wall panels, and floor flatness/levelness testing

HENDERSONVILLE FIRE STATION NO. 7 Hendersonville, TN

- Project manager for construction materials testing and Special Inspections
- Coordinated with the contractor and municipality on multiple masonry issues in the field.
- Performed special inspections including masonry and cast in place concrete reinforcement inspections



Ben Miller

Special Inspector

4

years' experience



BS, Agriculture
Austin Peay State
University

MS, System Science
in Agriculture
University of
Tennessee at Martin



Certifications

GSI Certified CQA
Geosynthetic
Materials &
Compacted Clay
Liner Inspector
#810-19

American
Concrete Institute
(ACI) #01636505:

Concrete
Field Testing
Technician
Grade I

Concrete
Strength Testing
Technician

Aggregate
Testing
Technicians
Level I

Aggregate
Base Testing
Technician

Ben relies on his experience in on-site quality control monitoring and testing of construction materials in his administration of construction quality assurance. Ben's skillset allows him to perform routine and specialized field and laboratory tests for construction materials, e.g. concrete, asphalt, soils, rock, steel, etc., as well as monitor placement and compaction of engineered earth and rock fill.

RELATED EXPERIENCE

CITY OF MURFREESBORO FIRE STATION #4 REPLACEMENT Murfreesboro, TN

- Senior technician/special inspector for construction materials testing and special inspections for a new, multi-story fire station with a footprint of approximately 17,000 SF and associated parking and driveway areas

CITY OF MURFREESBORO FIRE STATION #11 Murfreesboro, TN

- Project technician for construction materials testing and special inspections for a new 10,000 SF fire station with associated parking and driveway areas

MCKNIGHT PARK MAINTENANCE BUILDING Murfreesboro, TN

- Field technician for a new 5,000 SF maintenance building consisting of concrete slab-on-grade with masonry and structural steel components

MURFREESBORO MUNICIPAL AIRPORT TERMINAL Murfreesboro, TN

- Senior technician providing construction materials testing and Special Inspections for a new two-story, 22,000 SF terminal
- Project consisted of demolition of the existing terminal and construction of a new terminal and associated parking lots, access roadways, and onsite utilities

CERTIFICATIONS (CONTINUED)

International Code Council (ICC) #9194090:

- Soils Special Inspector (Plans)
- Soils Special Inspector (Codes)
- Reinforced Concrete Special Inspector

Tennessee Department of Transportation (TDOT) #4615:

- Hot Mix Asphalt (HMA) Certified Plant Technician
- Hot Mix Asphalt (HMA) Certified Roadway Technician
- Aggregate Certified Testing Technician
- C.E.I. Local Government Guideline Management

OSHA 10 Hour

Smith System Driver Safety Seminar

APNGA Radiation Safety



Matt Barker, CWI

Structural Steel Inspector

13

years' experience



Volunteer State
Community College



Certifications

American Welding
Society (AWS)
Certified Welding
Inspector (CWI)
#16051441

International
Code Council
(ICC), Structural
Steel and Bolting
Special Inspector
#8894803

The American
Society for
Nondestructive
Testing (ASNT)
Level II:

Liquid Penetrant
Testing

Magnetic
Particle Testing

Ultrasonic Test
Method

Association
for Materials
Protection and
Performance
(AMPP) #N-
103802

Certified
Coatings

Matt's experience includes destructive testing as well as non-destructive testing of welds and construction materials; RT, MT, PT, and VT testing; working with ASME, AWS, API, AWWA, Mil Spec and Canadian codes. He is knowledgeable in welding procedures, qualification materials, and their limitations, and his market sector experience includes industrial, pipeline, nuclear, bridges, storage tanks, pressure vessels, and structural steel.

RELATED EXPERIENCE

DRURY PLAZA HOTEL

Nashville, TN

- Performed visual inspection, bolting inspection, weld inspection, and ultrasonic testing on full penetration welds.
- Project consisted of an approximately 22-story concrete-framed hotel with zero-lot-line in downtown Nashville

MONROE CARELL JR. CHILDREN'S HOSPITAL AT VANDERBILT

Nashville, TN

- Performed visual inspection, bolting inspection, weld inspection, and ultrasonic testing on full penetration welds
- Project consisted of a 4-story vertical expansion to an existing 14-story hospital
- Areas of the existing structure partially were razed to accommodate this addition

CITY OF MURFREESBORO FIRE STATION #4 REPLACEMENT

Murfreesboro, TN

- Non-destructive testing technician for construction materials testing and Special Inspections
- Conducted welding inspections for a new, multi-story fire station with a footprint of approximately 17,000 SF and associated parking and driveway areas

VANDERBILT UNIVERSITY E. BRONSON INGRAM COLLEGE

Nashville, TN

- Performed visual inspection, bolting inspection, weld inspection, and ultrasonic testing on full penetration welds
- Project was a five-story residential college at Vanderbilt University consisting of two coalescing quadrangles, with the larger having a central connecting corridor crossing its interior courtyard
- Portions of the building are supported by a system of drilled piers

CITY OF HENDERSONVILLE, VOLUNTEER PARK IN-LINE HOCKEY COMPLEX

Hendersonville, TN

- Performed visual inspection, bolting inspection, weld inspection, and ultrasonic testing on full penetration welds for a pre-engineered metal building



Ben Ellzey

Project Technician / Special Inspector

3

years' experience



BA, Criminal Justice
Florida A&M
University



Certifications

American
Concrete Institute
(ACI) Concrete
Field Testing
Technician Grade
1 #02083247

Tennessee
Department of
Transportation
(TDOT) #5167:

Aggregate
Certified Testing
Technician

Concrete
Certified Field
Technician

American Portable
Nuclear Gauge
Association
(APNGA) #5915-
165-056-0897:

Radiation Safety
USDOT Hazmat
Certification

Post Tensioning
Institute (PTI)
Level 1 Unbonded
PT Installation
#02167112

OSHA 10 Hour

Experienced in on-site quality control monitoring and testing of construction materials, Benjamin conducts construction quality assurance. His abilities include performing routine and specialized field observations and laboratory tests for construction materials, e.g. concrete, asphalt, soils, rock, steel, etc., and monitoring placement and compaction of engineered earth and rock fill.

RELATED EXPERIENCE

MNAA 2192 JOHN C. TUNE HANGAR REDEVELOPMENT Nashville, TN

- Senior inspector for construction engineering and testing services and special inspection oversight during construction
- Project included 12 new T-hangar buildings with 78 bays; four box hangar buildings with 12 bays; two shade port buildings with 10 bays; a new maintenance facility and parking lot; a new entrance road; and new apron expansions and pavement rehabilitation
- Work resulted from damage sustained at John C. Tune Airport in March 2020 EF-2 tornado that damaged or destroyed 17 hangars

MNAA 1903 TERMINAL LOBBY IAF Nashville, TN

- Senior inspector for the construction of a new 440,000 SF airport lobby and International Arrivals Facility (IAF)
- Construction consisted of deep foundation elements, slab-on-grade, and structural steel elements
- TTL provided construction engineering and testing services and special inspection oversight during construction

MNAA 1904 RECONSTRUCT TAXIWAY AK INTERSECTION Nashville, TN

- Senior inspector for the reconstruction of the intersection of Taxiways Alpha, Kilo, and R3, as well as Taxiway R4
- Total reconstruction area was approximately 330,000 SF
- TTL provided construction engineering and testing services and special inspection oversight during construction

MNAA 1905 RECONSTRUCTION RUNWAY 2R/20L, HOTEL, & CONNECTORS Nashville, TN

- Senior inspector for QA services for the reconstruction of the existing 2R/20L runway, hotel taxiway, and connector lanes
- The overall construction budget for the project was approximately \$55 million

MNAA 1804 TERMINAL APRON TAXILINE EXPANSION Nashville, TN

- Senior inspector for a 500,000 SF expansion to accommodate a new international arrivals facility
- TTL provided underground utility line joint observations and inspections



Jerry Stewart

Project Technician

1

year of
experience



Concrete Industry
Management
Middle Tennessee
State University



Certifications

American Portable
Nuclear Gauge
Association
(APNGA) #15101-
164-886-2876:

Radiation Safety
USDOT Hazmat
Certification

Post Tensioning
Institute (PTI)
Level 1 Unbonded
PT Installation
#02178835

Emergency Care
& Safety Institute
(ECSI) Adult &
Child CPR & AED -
Standard First Aid

OSHA 10 Hour
Construction

Smith System
Driver Safety
Seminar

In his role as project technician for construction services, Jerry does handles multiple aspects of inspecting and monitoring structural and earthwork-based construction activities. He is experienced in testing concrete for air, slump, temperature; inspecting rebar; and monitoring the in-place fill on job sites to verify the proper packing of rock and fill materials on job sites.

RELATED EXPERIENCE

**VIEWS OF MC2 LLC VOMC SOUTH
- 6228 NOLEN**
Nashville, TN

- Performed testing and Special Inspections for multi-story apartment complex

**DUKSAN ELECTERA AMERICA
PROJECT CARDINAL**
Shelbyville, TN

- Senior Inspector for large manufacturing warehouse, tank farm, and waste handling center.

**MTSU CAMPUS PLANNING -
COLLEGE HEIGHTS ELECTRICAL
UPGRADES**
Murfreesboro, TN

- Main Inspector for generator pad upgrades to maintenance facilities

**VANDERBILT UNIVERSITY -
RESIDENTIAL COLLEGES**
Nashville, TN

- Performed testing and Special Inspections for additions / construction of multi-story residential dorms on campus

**HENDERSONVILLE FIRE
STATION NO. 7**
Hendersonville, TN

- Performed masonry Special Inspections and Testing for new Fire Hall construction

Relevant Project Experience



RELEVANT PROJECT EXPERIENCE

Salem Elementary School

Murfreesboro, TN

Client:

City of Murfreesboro

TTL Staff:

Martin Medley, Daven Rogers,
Daniel Mabry

Completion Date:

August 2019

Construction Value:

\$27.8 million

Scope of Services:

Geotechnical engineering,
construction materials testing,
and Special Inspections



The new two-story, 80,000 SF Salem Elementary School was built to serve 1,000 students, helping relieve overcrowding at other schools on the fast-growing west side of Murfreesboro, TN. It was constructed on a 27 acre campus at the northeast corner of Veterans Parkway and St. Andrews Drive.

TTL's scope of services included:

- Geotechnical exploration and recommendations
- Mass earth grading observation and testing
- Foundation system Special Inspections and testing
- Masonry Special Inspections and testing
- Light gauge roof truss Special Inspections
- Spray applied fireproofing Special Inspections

Our geotechnical investigation found the land suitable for geothermal heating and cooling, saving the school district thousands of dollars a year in electric costs.

The exploration consisted of performing three seismic refraction arrays, drilling 34 soil test borings (three with rock coring) to gather subsurface information at the site, and a report presenting our engineering recommendations including foundations and pavements.

PROJECT CHALLENGE

During initial earthwork, poor subsurface conditions were encountered by our team. Through methodical testing and evaluations, the poor performing material was identified for remediation.

TTL SOLUTION

Remedial efforts included undercut of poor performing material and replacement with stable engineered fill, based on TTL recommendations.



City of Murfreesboro Police Headquarters Murfreesboro, TN

Client:

City of Murfreesboro

TTL Staff:

Martin Medley, Russ Brown

Completion Date:

April 2018

Construction Value:

\$55 million

Scope of Services:

Geotechnical engineering,
construction materials testing,
and Special Inspections

Due to current demands and anticipated future growth of the police department, a former medical office building was transformed into the new City of Murfreesboro Police Headquarters, housing all of the department's units. The new headquarters is approximately 135,600 SF.

In addition to office and meeting spaces, the building includes a five-lane firing range, secured evidence storage, vehicle and evidence processing labs, indoor motorcycle parking, dispatch for police and fire, emergency operations center for the city, central server for the city, 80-seat community room, 80-seat training room, 360-degree training simulator, investigative interview rooms, K-9 facilities, and covered patrol parking.

A new glass lobby serves as a welcoming presence to the community and is the main interaction space between the public and the police. Brick and metal site walls provide robust security for staff, officers and their vehicles while maintaining a graceful frontage to the street and neighbors.

TTL provided engineering services including geotechnical and construction materials testing and special inspections. Geotechnical services included a site specific seismic study and engineering recommendations for current seismic requirements.



Rutherford County Judicial Center Murfreesboro, TN

Client:

Rutherford County Public
Building Authority

TTL Staff:

Martin Medley, Russ Brown

Completion Date:

April 2018

Construction Value:

\$73 million

Scope of Services:

Geotechnical engineering,
construction materials testing,
and Special Inspections

Rutherford County is one of the fastest growing counties in Tennessee, outgrowing its 35-year old judicial center in downtown Murfreesboro. Located two blocks off the downtown square, the new facility consists of a 215,000 SF courthouse building and an off-site parking garage occupying two adjacent sites. The six-story facility includes 12 courtrooms, 12 judge's chambers with reception area/clerk's office/galley and flex space, eight jury rooms, jury assembly and grand jury assembly spaces, clerk and master area, District Attorney space, Public Defender space, Domestic Violence space, holding cells in the basement level and on the first and sixth levels, evidence vault, armory, and Sheriff's office.

TTL provided engineering services including geotechnical and construction materials testing and Special Inspections. Geotechnical services included air-track probe drilling for the parking garage.

Technical Approach



Project Information

We understand the planned project is for the construction of the new two-story **Public Works and Community Development Services Facility**. To our understanding, the structure will consist of a combination of slab-on-grade, slab-on-metal-deck, structural steel elements, cold-formed metal framing, and structural masonry construction. The project also includes the construction of two one-story shed structures, a one-story wash building structure, and associated parking and drive areas. The structures will be supported by conventional spread footings with a bearing capacity of 3,500 pounds per square foot (psf), as well as continuous spread footings, turned down slab edges, and mat foundations with a bearing capacity of 3,000-psf.

Project information was obtained from the following documents provided in a downloadable link:

- La Vergne PW and CDS Drawings 012223
- La Vergne PW and CDS Specifications 012223

The project structural drawings were prepared by Wallace Design Collective with an issue date of January 22, 2023. The Project Manual was prepared by Lambe + Associates, LLC with an issue date of January 22, 2023. The structural drawings did not include a statement of Special Inspections; however, the project manual (Section 014525) did contain a Structural Testing / Inspection Requirement Summary. We request that a Statement of Special Inspections prepared by the Registered Design Professional be provided prior to the project start. We were also not provided with a geotechnical report or construction schedule, and request that these documents and any updated project documents mentioned above be provided prior to the start of the project so that we may revise our scope and cost estimate, if necessary.

TTL team members are trusted partners providing technical excellence and proven solutions that are focused on success for the City of La Vergne and our local community.

Proposed Scope of Services

Based on the provided information and our experience on similar projects, we propose to provide the following services during construction:

EARTHWORK CONSTRUCTION

- Observe proofrolling of initial subgrade prior to fill placement activities.
- Observe and test fill placement and compaction activities and measure compaction efforts with a proofroll and/or a nuclear density gauge.
- Perform laboratory standard Proctor compaction testing for materials used as fill, if applicable.
- Observe and test the bearing capacity of spread footings, continuous spread footings, turned down slab edges, and mat foundations in general accordance with the project drawings and specifications.
- Observe proofrolling and perform density testing of mineral aggregate base course materials and asphalt pavement layers, if requested.
- Make test specimens and perform field tests on plastic concrete for concrete pavements, if applicable. Tests will include slump, air content, unit weight, and temperature. We will cast five test cylinders (4 in. x 8 in.) for every 75 cubic yards of concrete placed per day, with at least one set per placement.
- Field curing of the concrete samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and future compressive strength testing.

CONCRETE CONSTRUCTION

- Observe reinforcing steel, anchor bolts, and embedments prior to concrete placement to evaluate conformance with the specifications in regard to quantity, size, grade, spacing, location, lap lengths, and concrete coverage.
- Observe formwork for shape, location, dimensions, surfaces, and tightness in accordance with the project specifications.

- Make test specimens and perform field tests on plastic concrete. Tests will include slump, air content, unit weight, and temperature. We will cast five test cylinders (4 in. x 8 in.) for every 75 cubic yards of concrete placed per day, with at least one set per placement.
- Review approved concrete mix designs for conformance to project specifications.
- Field curing of the concrete samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

MASONRY CONSTRUCTION

- Observe reinforcing steel prior to grout and mortar placement to evaluate conformance with the project drawings and specifications, if applicable.
- Observe CMU block cells for cleanliness prior to grouting.
- Observe installation of masonry units for size, layout, bonding, and placement of masonry units.
- Make test specimens and perform field tests on fresh mortar (six 2-in. by 2-in. cubes) and CMU block fill grout (four 3.25-in. by 3.25-in. by 6.5-in. grout prisms), including slump and temperature, as appropriate for the material.
- Perform absorption and compressive strength testing on concrete masonry units, if applicable.
- Field curing of the grout and mortar samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.
- Observe installation of lintels and bond beams in accordance with project drawings and specifications.
- Observe the installation of post-installed anchors and reinforcement in general accordance with manufacturer's recommendations and project specifications.

TECHNICAL APPROACH

STRUCTURAL STEEL CONSTRUCTION

- Review Welder Procedure Qualifications documentation prior to steel erection for conformance to project specifications.
- Observe structural steel elements welded and bolted connections in general compliance with project specifications, AISC, and AWS requirements.
- Observe structural steel elements' slip-critical connections in general accordance with project specifications and AISC requirements.
- Observe steel deck alignment, laps, welds, and installation of deck closures.
- Perform shop inspections in general accordance with the project drawings and specifications, if requested.
- Observe and test the placement of non-shrink grout beneath baseplates. We will cast six two-inch cubes for every ten bags of grout used, with at least one set per placement.
- Field curing of the grout samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

EXCLUSIONS

- Blast Monitoring / Observations

FIELD AND TESTING REPORTS

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work.

SPECIAL INSPECTION DOCUMENTATION

Upon request, we will issue a final Special Inspection report stamped by a licensed professional engineer at job completion. Our Special Inspection services are limited to those aspects of the Statement of Structural Special Inspections that are assigned to us (currently not provided). We are not the Special Inspector for the entire project, and our services and reports will not address the special inspections of architectural, mechanical, electrical, plumbing, or other systems if any are required.

PROJECT DOCUMENTS

We will need to be provided copies of the full construction documents (plans, specifications, and submittals related to Special Inspections), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses.

Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

TTL understands the complexity of this project.

We have assembled a core team to keep the project on schedule. At all times, we will have some combination of field technicians and Special Inspectors on-site to fulfill our commitment to you. Specifically, we will have:

- **Project Manager:** Will oversee daily field report review and distribution, consultation during construction, coordination of TTL site personnel, site meetings during construction, and all other related duties
- **Principal Engineer:** A professional engineer (PE) responsible for all concrete test report reviews and distribution and geotechnical overview
- **Special Inspectors:** Our Special Inspectors for this project will be on-site on a part-time (periodic) and/or a full-time (continuous) basis depending on the activity, and will assist with scheduling and observations and testing.
- **NDT Steel / ASNT Level II Inspector (CWI):** A certified CWI will be on-site periodically during structural steel and steel decking construction for inspection purposes
- **Technicians:** Will be on-site on a part-time (periodic) and/or a full-time (continuous) basis depending on the activity.

Our field personnel and construction services project manager will regularly communicate with the design team and contractor to verify that the appropriate inspections are performed and thoroughly documented.

Inspections and tests that do not meet the intent of the plans and specifications will be reported in a timely manner to the contractor(s) so remedial work can be performed. If remedial work is not performed or continues to fail inspections or testing, the design team and contractor(s) will be alerted to the deficient work so a proper course of action may be implemented. These actions may include a detailed evaluation from the structural engineer for acceptability as-is or alternative inspection techniques, as required. It will be imperative to engage all parties early to prevent costly re-work, minimize destructive testing, and/or highly specialized and costly testing procedures.

Our team's web-based reporting platform, Metafield, will be a key to timely communication with the project team.

Project Reporting and Scheduling



Reporting & Scheduling

PROJECT REPORTING:

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. Reports will be distributed within 48 hours. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work. Field notes regarding test and inspection results will be provided to the superintendent prior to leaving the jobsite.

We will issue a final special inspection report stamped by a licensed professional engineer at job completion. Our special inspection services are limited to those aspects of the Structural Engineer's Schedule of Special Inspections that are specifically assigned to us. We are not the Special Inspector for the entire project and our services and reports will not address the special inspections for architectural, mechanical, electrical, plumbing, or other systems, if any are required. We will need to be provided with copies of the full construction documents (plans, specifications, and submittals related to Special Inspections), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses.

Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

PROJECT SCHEDULING:

1. A TTL representative will be on-site on a continuous (full-time) and periodic (part-time) basis, depending on the activity.
2. Our on-site representative(s) or project manager will be available to communicate with the City of La Vergne's project manager or designated representative to discuss construction schedules.
3. Scheduling of our activities will be the sole responsibility of the contractor. We require at least 24 hours' notice to assist with scheduling our services for periodic observations.



At our core, we are driven to serve our clients, our communities, and our people. Our passion empowers our ingenuity.”

DEAN MCCLURE, CEO





Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
lavergetn.gov

EXHIBIT 3

Grading Sheet for SOQ

**Public Works and Community Development Facility
Structural Inspection and Testing Services
SOQ Review Sheet**

Item	Maximum Percent	TTL - Percent Awarded	Other - Percent Awarded	Other – Percent Awarded
1. Experience and Capabilities of Firm	30	25		
2. Key Staff Resumes	30	25		
3. Past Performance on Similar Projects	20	15		
4. Project Organization Chart complete with names	10	10		
5. Technical Approach	10	10		
TOTAL	100	85		

Notes:

Item 1 – ACI, ICC, and AWS certified inspectors. 5 points removed for lack of structural steel certification. A PE being on the list makes the submittal compliant.

Item 2 – Six resumes provided including a PE, an EI, Reinforced Concrete Special Inspector (ICC), Concrete Strength Testing Technician and Field Testing Technician (ACI), Aggregate and Base Testing Technician (ACI), Certified Welding Inspector (AWS), Ultrasonic Testing (ASNT), Certified in Coatings (AMPP), and Post-Tensioning Institute Level 1 (PTI). 5 points removed for lack of structural steel certification. A PE being on the list makes the submittal compliant.

Item 3 – Three projects provided. All local government and all in Rutherford County. 5 points removed for only three projects but considered compliant.

Item 4 – Org Chart shows a total of 21 people locally available for the project. Six are dedicated to the project and fifteen in reserve.

Item 5 – Requested the following additional documents: a Statement of Special Inspections prepared by the Registered Design Professional, a geotechnical report, and a construction schedule. Their technical approach included earthwork compaction testing, concrete construction, masonry construction, structural steel inspection, preparation of a special inspection report stamped by a PE. Field reports will be issued for each visit.

Conclusions and Recommendations

The statement of qualifications is considered compliant and award of the contract to TTL is recommended by technical staff.



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
lavergetn.gov

Exhibit 4

Consultant Contract

City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **‘Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility’**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$100,000.00 without a modification to this agreement approved by the City of La Vergne Board of Mayor and Aldermen (BOMA) per Section 2.03.

2.02- Basis of Compensation

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

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Consultant must notify the City immediately when total value of work and materials performed passes 50% of the total contract amount shown in Section 2.01 of this document. Back-up documentation must be provided for any portions of those costs which are not part of a previously-approved invoice. The City will then have time to modify the contract as necessary to meet estimated project requirements.

- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Within 14 calendar days of receiving the Contractors Construction Project Schedule, Consultant shall provide to the City a schedule of the services to be performed coordinated with that schedule
- B. The Contract duration is anticipated to be a maximum of 455 calendar days.
- C. Contract duration shall begin on the commencement date provided within the notice to proceed which will be issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount shown in Section 2.01 and any executed modifications. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

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

Section 4 - Payment

4.01 - Invoices

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

6. Accounting of work and materials provided based on rate schedule in exhibit "B"
7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.02- Payment

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

4.03 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

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

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. This project manager will be the City Engineer.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will establish lines of communication between the consultant and the construction general contractor for the purpose of coordinating minimum 24-hour advance notice for inspections and testing
- D. The City project manager will review invoices, project submittals, and provide timely feedback
- E. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

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

Section 8- Insurance

8.01- Requirements

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

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

Section 10- Termination and Suspension

10.01- Suspension

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

10.02- Termination for Cause

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

10.03- Termination for convenience

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

10.04- Payment following termination

- A. Follow Section 4

Section 11- Controlling Law

11.01- Controlling Law

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

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Dispute Resolution

13.01- Notice of Dispute

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

13.02- Methods of Dispute Resolution

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

Section 14- Force Majeure

14.01- Force Majeure

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

Section 15- Entire Agreement and Amendment

15.01- Entire Agreement

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

15.02- Amendment

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

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

City of La Vergne

By: Jason Cole
Mayor

TTL, Inc.

By: Patrick W. Gupton
Executive Vice President

EXHIBIT A

SCOPE OF SERVICES

The scope of services for this work is defined in the following documents:

- A. Project Manual for City of La Vergne Public Works and Community Development Services Facility, (dated 22 January 2023), Specification Section 014525 (Paragraphs 1.02, 1.03, 1.05, 1.06, 3.01, and 3.02)
- B. Statement of Special Inspections (Provided as Exhibit D)
- C. The following information is provided for detail in meeting the requirements of A and B above but does not override the requirement for full compliance with items A and B above:

EARTHWORK CONSTRUCTION

- Observe proofrolling of initial subgrade prior to fill placement activities.
- Observe and test fill placement and compaction activities and measure compaction efforts with a proofroll and/or a nuclear density gauge.
- Perform laboratory standard Proctor compaction testing for materials used as fill, if applicable.
- Observe and test the bearing capacity of spread footings, continuous spread footings, turned down slab edges, and mat foundations in general accordance with the project drawings and specifications.
- Observe proofrolling and perform density testing of mineral aggregate base course materials and asphalt pavement layers, if requested.
- Make test specimens and perform field tests on plastic concrete for concrete pavements, if applicable. Tests will include slump, air content, unit weight, and temperature. We will cast five test cylinders (4 in. x 8 in.) for every 75 cubic yards of concrete placed per day, with at least one set per placement.
- Field curing of the concrete samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and future compressive strength testing.

CONCRETE CONSTRUCTION

- Observe reinforcing steel, anchor bolts, and embedments prior to concrete placement to evaluate conformance with the specifications in regard to quantity, size, grade, spacing, location, lap lengths, and concrete coverage.

- Observe formwork for shape, location, dimensions, surfaces, and tightness in accordance with the project specifications.
- Make test specimens and perform field tests on plastic concrete. Tests will include slump, air content, unit weight, and temperature. We will cast five test cylinders (4 in. x 8 in.) for every 75 cubic yards of concrete placed per day, with at least one set per placement.
- Review approved concrete mix designs for conformance to project specifications.
- Field curing of the concrete samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

MASONRY CONSTRUCTION

- Observe reinforcing steel prior to grout and mortar placement to evaluate conformance with the project drawings and specifications, if applicable.
- Observe CMU block cells for cleanliness prior to grouting.
- Observe installation of masonry units for size, layout, bonding, and placement of masonry units.
- Make test specimens and perform field tests on fresh mortar (six 2-in. by 2-in. cubes) and CMU block fill grout (four 3.25-in. by 3.25-in. by 6.5-in. grout prisms), including slump and temperature, as appropriate for the material.
- Perform absorption and compressive strength testing on concrete masonry units, if applicable.
- Field curing of the grout and mortar samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.
- Observe installation of lintels and bond beams in accordance with project drawings and specifications.
- Observe the installation of post-installed anchors and reinforcement in general accordance with manufacturer's recommendations and project specifications.

STRUCTURAL STEEL CONSTRUCTION

- Review Welder Procedure Qualifications documentation prior to steel erection for conformance to project specifications.
- Observe structural steel elements welded and bolted connections in general compliance with project specifications, AISC, and AWS requirements.

- Observe structural steel elements' slip-critical connections in general accordance with project specifications and AISC requirements.
- Observe steel deck alignment, laps, welds, and installation of deck closures.
- Perform shop inspections in general accordance with the project drawings and specifications, if requested.
- Observe and test the placement of non-shrink grout beneath baseplates. We will cast six two-inch cubes for every ten bags of grout used, with at least one set per placement.
- Field curing of the grout samples will be performed on-site for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

FIELD AND TESTING REPORTS

- Field and testing reports will be issued for each site visit.
- All field reports and test results will be reviewed by the consultant project manager before these documents are issued as final documents.
- The consultant project manager will be available for consultation upon City request.
- The actual scope of services may only vary from the scope of services defined in Items A and B above with written approval from the City and the Architect.
- Consultant representatives will notify the City, the Architect, and the Contractor immediately of any portions of the work is observed to not meet the project specifications.

SPECIAL INSPECTION DOCUMENTATION

The Consultant will issue a final Special Inspection report stamped by a licensed professional engineer at job completion. Special Inspection services are limited to those aspects of the Statement of Structural Special Inspections listed in Exhibit D.

PROJECT DOCUMENTS

The following documents will be provided to the Consultant by the City:

- Full construction documents (plans, specifications)
- Submittals related to Special Inspections
- Requests for Information (RFIs) and responses.

PROJECT SCHEDULING

- A Consultant representative will be on-site on a periodic (part-time) basis, depending on the activity.
- Consultant on-site representative(s) or project manager will be available to communicate with the City of La Vergne's project manager or designated representative to discuss construction schedules.
- Scheduling of Consultant's activities will be the sole responsibility of the Contractor. At least 24 hours' notice will be provided to assist with scheduling consultant inspection and testing services for periodic observations.

ASSUMPTIONS AND EXCLUSIONS (ACCEPTED BY CITY)

- It is understood that testing is a sampling of the construction materials and does not guarantee the quality of the entire work product.
- It is understood that the Consultant does not have the authority to stop the contractor's work unless they directly observe activities that they believe pose imminent health and safety hazards to the workers or the public.
- It is understood that the Consultant is not the Special Inspector for the entire project, and Consultant's services and reports will not address the special inspections of architectural, mechanical, electrical, plumbing, or other systems if any are required.
- It is understood that the Consultant is not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

PROJECT SCHEDULING

- A Consultant representative will be on-site on a periodic (part-time) basis, depending on the activity.
- Consultant on-site representative(s) or project manager will be available to communicate with the City of La Vergne's project manager or designated representative to discuss construction schedules.
- Scheduling of Consultant's activities will be the sole responsibility of the contractor. Consultant will be provided at least 24 hours' notice to assist with scheduling of services for inspections and testing.

EXHIBIT B

CONSULTANT FEE SCHEDULE



624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Labor)

Project Technician III	\$61.00 / hr
Project Technician V	\$72.00 / hr
Senior Project Technician I.....	\$87.00 / hr
NDT Steel/ASNT Level II Technician.....	\$115.00 / hr
Project Manager II	\$149.00 / hr
Senior Project Professional II	\$217.00 / hr
Principal I	\$275.00 / hr
Project Administrator I.....	\$65.00 / hr

Technician rates to be multiplied by 1.3 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Travel (Portal to Portal).....	\$0.75 / mile
Direct Expenses	Cost + 15%



624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Schedule of Fees (Laboratory)

Soils:

01. Field Density Testing by Nuclear Methods (Daily Equipment Charge)	\$55.00 / daily
02. Natural Moisture Content (ASTM D2216)	\$10.50 / test
03. Atterberg Limits (ASTM D4318)	\$95.00 / test
04. Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140)	\$65.00 / test
05. Grain Size, Sieve Analysis, with hydrometer (ASTM D7928)	\$215.00 / test
06. Grain Size, Sieve Analysis, without hydrometer (ASTM D6913)	\$90.00 / test
07. Moisture-Density Curve (Requires Atterberg Limits Not Included in Test Fee)	
a. Standard Proctor (ASTM D698)	\$140.00 / test
b. Modified Proctor (ASTM D1557)	\$165.00 / test
c. One Point	\$70.00 / test
08. Laboratory CBR (ASTM D1883)	
a. In-situ	\$265.00 / test
b. Remolded (Not Including Proctor)	\$375.00 / test
09. Unconfined Compression Test:	
a. Soil Specimen (2-1/2-inch or 3-inch) (ASTM D2166)	\$175.00 / test
10. One-Dimensional Consolidation Test (1/4 to 16-ton loading) (ASTM D2435)	
(Add \$40.00 for each unload-reload cycle)	
a. Undisturbed Sample	\$425.00 / test
b. Remolded Sample (Proctor Not Included)	\$475.00 / test
11. Hydraulic Conductivity (Permeability), Flexible Wall/Backpressure (ASTM D5084)	\$375.00 / test

Rock:

01. Unconfined Compression Test of Rock Core Specimen (BX or NX), (ASTM D7012)	\$185.00 / test
02. Splitting Tensile Strength of Rock (Axial)	\$ 795.00 / test

Concrete:

01. Curing & Compression Testing of Concrete	\$15.00 / each
02. Curing & Compression Testing of Concrete (Made by Others)	\$25.00 / each
03. Flexural Strength of Concrete Beams (ASTM C78)	\$47.50 / each
04. Sawing, Curing, Capping and Breaking Thin-Wall Concrete Cores (ASTM C42)	\$55.00 / each
05. Floor Flatness / Floor Levelness Testing (ASTM E1155)	\$0.06 / sq. ft.
06. Windsor Probe Testing (ASTM C803)	\$100.00 / test
07. Monotonic Tension Test (ASTM A1034)	\$175.00 / test

Aggregates:

01. Specific Gravity and Absorption, Coarse Aggregate (ASTM C127)	\$80.00 / test
02. Specific Gravity and Absorption, Fine Aggregate (ASTM C128)	\$80.00 / test
03. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136)	\$105.00 / test
04. Soundness of Aggregates, Sodium or Magnesium Sulfate	
a. Five Cycles (ASTM C88)	\$425.00 / test
b. Bulk Sample Preparation	\$30.00 / each

Asphalt:

01. Marshall Mix Design (KM 64-411-90)	\$575.00 / each
02. Gradation & Asphalt Content (Extraction) (KM 64-405-92 & KM 64-433-89)	\$240.00 / each
03. Unit Weight & Thickness (AASHTO T166)	\$27.50 / each
04. Maximum Theoretical Density	\$80.00 / each



624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Masonry & Mortar:

- | | |
|--|-----------------|
| 01. Absorption and As-Received Moisture, Masonry Block Units (Set of 3)..... | \$175.00 / each |
| 02. Curing & Compression Testing of Grout or Mortar | \$25.00 / each |
| 03. Compression Test, Masonry Block Units (Set of 3) | \$145.00 / each |
| 04. Equivalent Thickness Masonry Block Unit (Set of 3)..... | \$90.00 / each |

Specialty Testing:

Based on our experience and network of contacts we can provide or develop most specialty tests on an individual basis as requested.

EXHIBIT C

CERTIFICATES OF INSURANCE

EXHIBIT D

STATEMENT OF STRUCTURAL SPECIAL INSTRUCTIONS

STATEMENT OF SPECIAL INSPECTIONS

PROJECT: City of LaVergne Public Works and Community Development Center

LOCATION: David's Way & Shreibman Drive, LaVergne, TN

PERMIT APPLICANT: _____

PERMIT APPLICANT'S ADDRESS: _____

ARCHITECT OF RECORD: Lambe + Associates

STRUCTURAL ENGINEER OF RECORD: Wallace Design Collective

MECHANICAL ENGINEER OF RECORD: Harpeth Park Engineering

ELECTRICAL ENGINEER OF RECORD: Harpeth Park Engineering

REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: Lambe + Associates

This *Statement of Special Inspections* is submitted in accordance with Section 1704.3 of the 2018 International Building Code. It includes a *Schedule of Special Inspection Services* applicable to the above-referenced Project as well as the identity of the individuals, agencies, or firms intended to be retained for conducting these inspections. If applicable, it includes *Special Inspections for Wind Resistance* and/or *Special Inspections for Seismic Resistance*.

Are *Special Inspections for Wind Resistance* included in the *Statement of Special Inspections*? NO
Are *Special Inspections for Seismic Resistance* included in the *Statement of Special Inspections*? NO

The Special Inspector(s) shall keep records of all inspections and shall furnish interim inspection reports to the Building Official and to the Registered Design Professional in Responsible Charge at a frequency agreed upon by the Design Professional and the Building Official prior to the start of work. Discrepancies shall be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge prior to completion of that phase of work. A *Final Report of Special Inspections* documenting required special inspections and corrections of any discrepancies noted in the inspections shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge at the conclusion of the project.

Frequency of interim report submittals to the Registered Design Professional in Responsible Charge:

☒ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Other; specify: _____

Frequency of interim report submittals to the Building Official:

☒ Monthly ☐ Bi-Monthly ☐ Upon Completion ☐ Other; specify: _____

The Special Inspection Program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Statement of Special Inspections Prepared by:

David A. Lower PE

Type or print name

David A. Lower

8-12-2022

Signature

Date

Building Officials Acceptance:

Signature

Date

Permit Number: _____



SPECIAL INSPECTIONS FOR WIND RESISTANCE

See the *Schedule of Special Inspections* for inspection and testing requirements

Allowable Stress Design Wind Speed: **V_{asd} = 82 m.p.h. (Vult = 105 m.ph.)**

Wind Exposure Category: **Category B**

Special Inspection for Wind Resistance Required: **NO**

(Required in Wind Exposure Category B, where the Allowable Stress Design Wind Speed (V_{asd}) is 120 miles-per-hour or greater. Required in Wind Exposure Category C or D, where the Allowable Stress Design Wind Speed (V_{asd}) is 110 miles-per-hour or greater.)

Description of structural wood and cold-formed steel light-frame construction, main windforce-resisting system subject to special inspections for wind resistance:

(Required for systems noted in IBC Section 1705.11.1 and 1705.11.2.)

NOT REQUIRED

Description of wind force-resisting components subject to special inspections for wind resistance:

(Required for systems and components noted in IBC Section 1705.11.3.)

NOT REQUIRED

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a *Contractor's Statement of Responsibility*.

SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE

See the *Schedule of Special Inspections* for inspection and testing requirements

Seismic Design Category: SDC B

Special Inspection for Seismic Resistance Required: NO

Description of seismic force-resisting system subject to special inspection and testing for seismic resistance:

(Required for systems noted in IBC Section 1705.12.1, 1705.12.2, and 1705.12.3. Special inspections for seismic resistance of structural steel, where required, shall be in accordance with AISC 341.)

NOT REQUIRED

Description of designated seismic systems subject to special inspection and testing for seismic resistance:

(Required for architectural, electrical, and mechanical systems and their components that require design in accordance with ASCE 7, Chapter 13, have a component importance factor (I_p) greater than one and are in Seismic Design Category C, D, E, or F.)

NOT REQUIRED

Description of additional seismic systems and components requiring special inspections:

(Required for systems noted in IBC Section 1705.12.5, 1705.12.6, 1705.12.7, and 1705.12.8.)

NOT REQUIRED

Description of additional seismic systems and components requiring testing:

(Required for systems and components noted in IBC Section 1705.12.13.)

NOT REQUIRED

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a *Contractor's Statement of Responsibility*.

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.1.1 Special Cases					
(work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials, and systems with special manufacturer's requirements – add additional rows as needed)	Submittal Review, Shop (3) and/or Field Inspection				
1. Inspection of anchors post-installed in solid grouted masonry: Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, masonry unit, grout, masonry compressive strength, anchor embedment, and tightening torque.	Field Inspection	Y	Periodic or as required by the research report issued by an approved source	1	
2. Aggregate Pier Inspection:					
a. Before installation: Review of the aggregate pier designer's use of soil parameters as presented in the project soils report.	Submittal Review	N	Each Submittal		
b. During installation: Verification of aggregate properties, type and number of lifts of aggregate, hole size and depth, top elevations of the pier elements, and applied energy.	Field Inspection	N	Periodic or as required by the research report issued by an approved source		
c. After installation: Review of the results of qualitative tests on production aggregate pier elements such as modulus load testing, uplift pull-out testing, and dynamic cone penetration tests for compliance with the design specifications.	Review of Field Testing	N	Periodic		
3.					

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.2.1 Structural Steel Construction					
1. Fabricator and erector documents (verify reports and certificates as listed in AISC 360, Section N3.2 for compliance with construction documents).	Submittal Review	Y	Each Submittal	1	
2. Material verification of structural steel.	Shop (3) and Field Inspection	Y	Periodic	1	
3. Structural steel welding:					
a. Inspection tasks prior to welding (Observe or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1).	Shop (3) and Field Inspection	Y	Observe or Perform as noted (4)	1	
b. Inspection tasks during welding (Observe or perform for each welded joint or member the QA tasks listed in AISC 360, Table N5.4-2).	Shop (3) and Field Inspection	Y	Observe (4)	1	
c. Inspection tasks after welding (Observe or perform for each welded joint or member the QA tasks listed in AISC 360, Table N5.4-3).	Shop (3) and Field Inspection	Y	Observe or Perform as noted (4)	1	
d. Nondestructive testing (NDT) of welded joints: (see commentary)					
1) Complete penetration groove welds 5/16" or greater in Risk Category III or IV.	Shop (3) or Field Ultrasonic Testing – 100% of welds	N	Periodic		
2) Complete penetration groove welds 5/16" or greater in Risk Category II.	Shop (3) or Field Ultrasonic Testing – 10% of welds minimum	Y	Periodic	1	
3) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1.	Shop (3) or Field Radiographic or Ultrasonic Testing	N	Periodic		
4) Fabricator's NDT reports when fabricator performs NDT.	Verify Reports	Y	Each Submittal (5)	1	
4. Structural steel bolting:	Shop (3) or Field Inspection				
a. Inspection tasks prior to bolting (Observe or perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-1).		Y	Observe or Perform as noted (4)	1	
b. Inspection tasks during bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2).		Y	Observe (4)	1	
1) Pre-tensioned and slip-critical joints:					
a) Turn-of-nut with match-marks.		Y	Periodic	1	
b) Direct tension indicator.		Y	Periodic	1	
c) Twist-off type tension control bolt.		Y	Periodic	1	
d) Turn-of-nut without match-marks.		Y	Continuous	1	
e) Calibrated wrench.		Y	Continuous	1	
2) Snug-tight joints.		Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
c. Inspection tasks after bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3).		Y	Perform (4)	1	
5. Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing.	Shop (3) or Field Inspection	Y	Periodic	1	
6. Embedded items (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors).	Field Inspection	Y	Periodic	1	
7. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents.	Field Inspection	Y	Periodic	1	
1705.2.2 Cold-Formed Steel Deck					
1. Manufacturer documents (Verify reports and certificates as listed in SDI QA/QC, Section 2, Paragraphs 2.1 and 2.2 for compliance with construction documents).	Submittal Review	Y	Each Submittal	1	
2. Material verification of steel deck, mechanical fasteners, and welding materials.	Shop (3) and Field Inspection	Y	Periodic	1	
3. Cold-formed steel deck placement:	Shop (3) and Field Inspection				
a. Inspection tasks prior to deck placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.2).		Y	Perform (4)	1	
b. Inspection tasks after deck placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.2).		Y	Perform (4)	1	
4. Cold-formed steel deck welding:	Shop (3) and Field Inspection				
a. Inspection tasks prior to welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.3).		Y	Observe (4)	1	
b. Inspection tasks during welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.4).		Y	Observe (4)	1	
c. Inspection tasks after welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.5).		Y	Perform (4)	1	
5. Cold-formed deck mechanical fastening:	Shop (3) and Field Inspection				
a. Inspection tasks prior to mechanical fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.6).		Y	Observe (4)	1	
b. Inspection tasks during mechanical fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.7).		Y	Observe (4)	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
c. Inspection tasks after mechanical fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1, Table 1.8).		Y	Perform (4)	1	
1705.2.3 Open-Web Steel Joists and Joist Girders					
1. Installation of open-web steel joists and joist girders:					
a. End connections – welded or bolted.	Per SJI CJ or SJI 100	N	Periodic		
b. Bridging – horizontal or diagonal:					
1) Standard bridging.	Per SJI CJ or SJI 100	N	Periodic		
2) Bridging that differs from the specifications listed in SJI CJ or SJI 100.		N	Periodic		
1705.2.4 Cold-Formed Steel Trusses Spanning 60-feet or Greater					
1. Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package.	Field Inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.3 Concrete Construction					
1. Inspection and placement verification of reinforcing steel and prestressing tendons	Shop (3) and Field Inspection	Y	Periodic	1	
2. Reinforcing bar welding:					
a. Verification of weldability of bars other than ASTM A706.		Y	Periodic	1	
b. Inspection of single-pass fillet welds 5/16-inch or less in size.		Y	Periodic	1	
c. Inspection of all other welds.		Y	Continuous	1	
3. Inspection of anchors cast in concrete.	Shop (3) and Field Inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
4. Inspection of anchors post-installed in hardened concrete members per research reports, or if no specific requirements are provided, requirements shall be provided by the registered design professional and approved by the building official, including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment, and tightening torque.	Field Inspection		Periodic or as required by the research report issued by an approved source		
a. Adhesive anchors installed in horizontal or upward-inclined orientation that resists sustained tension loads.		Y	Continuous	1	
b. Mechanical and adhesive anchors not defined in 4.a.		Y	Periodic	1	
5. Verify use of approved design mix.	Shop (3) and Field Inspection	Y	Periodic	1	
6. Prior to placement, fresh concrete sampling, perform slump and air content tests, determine temperature of concrete, and perform any other tests as specified in construction documents.	Shop (3) and Field Inspection	Y	Continuous	1	
7. Inspection of concrete and shotcrete placement for proper application techniques.	Shop (3) and Field Inspection	Y	Continuous	1	
8. Verify maintenance of specified curing temperature and techniques.	Shop (3) and Field Inspection	Y	Periodic	1	
9. Inspection of prestressed concrete:	Shop (3) and Field Inspection				
a. Application of prestressing force.		N	Continuous		
b. Grouting of bonded prestressing tendons.		N	Continuous		
10. Inspect erection of precast concrete members.		N	Periodic		
11. Verification of in-situ concrete strength prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	Review Field Testing and Laboratory Reports	N	Periodic		
12. Inspection of formwork for shape, lines, locations, and dimensions.	Field Inspection	Y	Periodic	1	
13. Concrete strength testing and verification of compliance with construction documents.	Field Testing and Review of Laboratory Reports	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.4 Masonry Construction					
(A) Level 1, 2, and 3 Quality Assurance					
1. Prior to construction, verification of compliance of submittals.	Submittal Review	Y	Each Submittal	1	
(B) Level 2 and 3 Quality Assurance:					
1. Prior to construction, verification of f_m and f_{AAC} except where specifically required by the code.	Testing by Unit Strength Method or Prism Test Method	Y	Periodic	1	
2. During construction, verification of slump flow and visual stability index (VSI) when self-consolidating grout is delivered to the project site.	Field Testing	Y	Periodic	1	
3. Verify the following comply prior to the start of masonry construction:					
a. Proportions of the site-prepared mortar.	Field Inspection	Y	Periodic	1	
b. Grade and size of prestressing tendons and anchorages.	Field Inspection	N	Periodic		
c. Grade, type, and size of reinforcement, anchor bolts, prestressing tendons, and prestressing anchorages.	Field Inspection	Y	Periodic	1	
d. Prestressing technique.	Field Inspection	N	Periodic		
e. Properties of thin-bed mortar for AAC masonry. (Level 2: Continuous for first 5000 SF and periodic after)	Field Inspection	N	Level 2: Continuous/Periodic		
		N	Level 3: Continuous		
f. Sample panel construction.	Field Inspection	N	Level 2: Periodic		
		N	Level 3: Continuous		
4. Verify the following comply prior to grouting:					
a. Grout space.	Field Inspection	Y	Level 2: Periodic	1	
		N	Level 3: Continuous		
b. Placement of prestressing tendons and anchorages.	Field Inspection	N	Periodic		
c. Placement of reinforcement, connectors, and anchor bolts.	Field Inspection	Y	Level 2: Periodic	1	
		N	Level 3: Continuous		
d. Proportions of site-prepared grout and prestressing grout for bonded tendons.	Field Inspection	N	Periodic		
5. Verify compliance of the following during construction:					
a. Materials and procedures with the approved submittal.	Field Inspection	Y	Periodic	1	
b. Placement of masonry units and mortar joint construction.	Field Inspection	Y	Periodic	1	
c. Size and location of structural members.	Field Inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
(B) Level 2 and 3 Quality Assurance (Continued):					
d. Type, size, anchor location, and other details of anchorage of masonry to structural members, frames, or other construction.	Field Inspection	Y	Level 2: Periodic	1	
		Y	Level 3: Continuous	1	
e. Welding of reinforcement.	Field Inspection	N	Continuous		
f. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	Field Inspection	Y	Periodic	1	
g. Application and measurement of prestressing force.	Field Testing	N	Continuous		
h. Placement of grout and prestressing grout for bonded tensons is in compliance.	Field Inspection	N	Continuous		
i. Placement of AAC masonry units and construction of thin-bed mortar joints. (Level 2: Continuous for first 5000 SF and periodic after)	Field Inspection	N	Level 2: Continuous/Periodic		
		N	Level 3: Continuous		
j. Observe preparation of grout specimens, mortar specimens, and/or prisms.	Field Inspection	Y	Level 2: Periodic	1	
		N	Level 3: Continuous		
(C) Level 3 Quality Assurance:					
1. During construction, verification of f _m and f _{AAC} for every 5000 SF.	Testing by Unit Strength Method or Prism Test Method	N	Periodic		
2. During construction, verification of proportions of materials as delivered to the project site for premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout.	Field Inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.5 Wood Construction					
1. For prefabricated wood structural elements, inspection of the fabrication process and assemblies in accordance with Section 1704.2.5.	In-Plant Review (3)	N	Periodic		
2. For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans.	Field Inspection	N	Periodic		
3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans.	Field Inspection	N	Periodic		
4. Metal-plate-connected wood trusses:					
a. For trusses with heights greater than or equal to 60-inches: verify permanent individual truss member restraint/bracing has been installed in accordance with the approved truss submittal package.	Field Inspection	N	Periodic		
b. For trusses spanning 60-feet or greater: verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package.	Field Inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.6 Soils					
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field Inspection	Y	Periodic	1	
2. Verify excavations are extended to proper depth and have reached proper material	Field Inspection	Y	Periodic	1	
3. Perform classification and testing of compacted fill materials	Field Inspection	Y	Periodic	1	
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field Inspection	Y	Continuous	1	
5. Prior to placement of controlled fill, inspect subgrade and verify that site has been prepared properly.	Field Inspection	Y	Periodic	1	
1705.7 Driven Deep Foundations					

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1. Verify element materials, sizes, and lengths comply with requirements	Field Inspection	N	Continuous		
2. Determine capacities of test elements and conduct additional load tests as required.	Field Inspection	N	Continuous		
3. Inspect driving operations and maintain complete and accurate records for each element	Field Inspection	N	Continuous		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations, and document any damage to foundation elements.	Field Inspection	N	Continuous		
5. For steel elements, perform additional inspections per Section 1705.2.	See IBC Section 1705.2	N	See IBC Section 1705.2		
6. For concrete elements and concrete-filled elements, perform tests and additional inspections per Section 1705.3.	See IBC Section 1705.3	N	See IBC Section 1705.3		
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	Field Inspection	N	In Accordance with Construction Documents		
1705.8 Cast-in-Place Deep Foundations					
1. Inspect drilling operations and maintain complete and accurate records for each element.	Field Inspection	N	Continuous		
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable), and adequate end-bearing strata capacity. Record concrete or grout volumes.	Field Inspection	N	Continuous		
3. For concrete elements, perform tests and additional inspections per Section 1705.3.	See IBC Section 1705.3	N	See IBC Section 1705.3		
1705.9 Helical Pile Foundations					
1. Verify installation equipment, pile dimensions, tip elevations, final depth, final installation torque, and other installation data as required by construction documents.	Field Inspection	N	Continuous		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.10 Fabricated Items					

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1. List of fabricated items requiring special inspection during fabrication:	Shop Inspection	Y	As noted in each applicable shop activity	1	
a. Pre-engineered Metal Building					
2. List of fabricated items to be fabricated on the premises of a fabricator approved to perform such work without special inspection (including name of approved agency providing periodic audit)					
a.					

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.11.1 Structural Wood Special Inspections for Wind Resistance					
1. Inspection of field gluing operations of elements of the main windforce-resisting system.	Field Inspection	N	Continuous		
2. Inspection of nailing, bolting, anchoring, and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces, and hold-downs.	Shop (3) and Field Inspection	N	Periodic		
1705.11.2 Cold-Formed Steel Special Inspections for Wind Resistance					
1. Inspection during welding operations of elements of the main windforce-resisting system.	Shop (3) and Field Inspection	N	Periodic		
2. Inspection of screw attachment, bolting, anchoring, and other fastening of components within the main windforce-resisting system, including shear walls, braces, diaphragms, collectors (drag struts), and hold-downs.	Shop (3) and Field Inspection	N	Periodic		
1705.11.3 Wind-Resisting Components					
1. Roof covering, roof deck, and roof framing connections.	Shop (3) and Field Inspection	Y	Periodic	1	
2. Exterior wall covering and wall connections to roof and floor diaphragms.	Shop (3) and Field Inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.12.1 Structural Steel Special Inspections for Seismic Resistance					
1. Seismic force-resisting systems in SDC B, C, D, E, or F.	Shop (3) and Field Inspection	N	In Accordance with AISC 341		
2. Structural steel elements in SDC B, C, D, E, or F other than those in Item 1, including struts, collectors, chords, and foundation elements.	Shop (3) and Field Inspection	N	In Accordance with AISC 341		
1705.12.2 Structural Wood Special Inspections for Seismic Resistance					
1. Field gluing operations of elements of the seismic force-resisting system for SDC C, D, E, or F.	Field Inspection	N	Continuous		
2. Nailing, bolting, anchoring, and other fastening of components within the seismic force-resisting system, including wood shear walls, wood diaphragms, drag struts, shear panels, and hold-downs for SDC C, D, E, or F.	Shop (3) and Field Inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.12.3 Cold-Formed Steel Light-Frame Construction Special Inspections for Seismic Resistance					
1. Welding operations of elements of the seismic force-resisting system for SDC C, D, E, or F.	Shop (3) and Field Inspection	N	Periodic		
2. Screw attachment, bolting, anchoring, and other fastening of components within the seismic force-resisting system, including shear walls, braces, diaphragms, collectors (drag struts), and hold-downs for SDC C, D, E, or F.	Shop (3) and Field Inspection	N	Periodic		
1705.12.4 Designated Seismic Systems Verification Special Inspections for Seismic Resistance					
1. For SDC C, D, E, or F, inspect and verify the component label and anchorage or mounting conforms to the certificate of compliance in accordance with ASCE 7, Section 13.2.2.	Field Inspection	N	Periodic		
1705.12.5 Architectural Components Special Inspection for Seismic Resistance					
1. For SDC D, E, or F, inspection during the erection and fastening of exterior cladding and interior or exterior veneer more than 30-feet above grade or walking surface and weighing more than 5 psf.	Field Inspection	N	Periodic		
2. For SDC D, E, or F, inspection during the erection and fastening of interior nonbearing walls more than 30-feet above grade or walking surface and weighing more than 15 psf.	Field Inspection	N	Periodic		
3. For SDC D, E, or F, inspection during the erection and fastening of exterior nonbearing walls more than 30-feet above grade or walking surface.	Field Inspection	N	Periodic		
4. For SDC D, E, or F, inspection during anchorage of access floors.	Field Inspection	N	Periodic		
1705.12.6 Plumbing, Mechanical, & Electrical Components Special Inspection for Seismic Resistance					
1. Inspection during the anchorage of electrical equipment for emergency or standby power systems in SDC C, D, E, or F.	Field Inspection	N	Periodic		
2. Inspection during the anchorage of other electrical equipment in SDC E or F.	Field Inspection	N	Periodic		
3. Inspection during the installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units in SDC C, D, E, or F.	Field Inspection	N	Periodic		
4. Inspection during the installation and anchorage of HVAC ductwork designed to contain hazardous materials in SDC C, D, E, or F.	Field Inspection	N	Periodic		
5. Inspection during the installation and anchorage of vibration isolation systems in SDC C, D, E, or F where nominal clearance of 1/4-inch or less is required by the approved construction documents.	Field Inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
6. Inspection during the installation of mechanical and electrical equipment, including ductwork, piping systems, and their structural supports, where automatic fire sprinkler systems are installed in structures assigned to SDC C, D, E, or F to verify one of the following unless flexible sprinkler hose fittings are used:					
a. ASCE/SEI 7, Section 13.2.3 minimum required clearances have been provided.	Field Inspection	N	Periodic		
b. A 3-inch or greater nominal clearance has been provided between fire protection sprinkler system drops and sprigs and structural members not used collectively or independently to support the sprinklers, equipment attached to the building structure, and other systems' piping.	Field Inspection	N	Periodic		
1705.12.7 Storage Racks Special Inspections for Seismic Resistance					
1. Inspection during the anchorage of storage racks 8-feet or greater in height in structures assigned to SDC D, E, or F.	Field Inspection	N	Periodic		
1705.12.8 Seismic Isolation Systems					
1. Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system in structures assigned to SDC B, C, D, E, or F.	Shop and Field Inspection	N	Periodic		
1705.12.9 Cold-Formed Steel Special Bolted Moment Frames					
1. Inspection of installation of cold-formed steel special bolted moment frames in the seismic force-resisting systems in structures assigned to SDC D, E, or F.	Field Inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.13.1 Structural Steel Testing for Seismic Resistance					
1. Nondestructive testing of structural steel in the seismic force-resisting systems in accordance with AISC 341, in structures assigned to SDC B, C, D, E, or F.	Field Test	N	Periodic		
2. Nondestructive testing of structural steel elements in the seismic force-resisting systems not covered in Item 1 above, including struts, collectors, chords, and foundation elements in accordance with AISC 341 in structures assigned to SDC B, C, D, E, or F.	Field Test	N	Periodic		
1705.13.2 Seismic Certification of Nonstructural Components					
1. Review certificate of compliance for nonstructural components in structures assigned to SDC B, C, D, E, or F.	Certificate of Compliance Review	N	Each Submittal		
1705.13.3 Seismic Certification of Designated Seismic Systems					
1. Review certificate of compliance for designated seismic system components in structures assigned to SDC C, D, E, or F.	Certificate of Compliance Review	N	Each Submittal		
1705.13.4 Seismic Isolation Systems					
1. Test seismic isolation system in accordance with ASCE 7, Section 17.8 in structures assigned to SDC B, C, D, E, or F.	Prototype Testing	N	Per ASCE 7		

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.14 Sprayed Fire-resistant Materials					
1. Verify surface condition preparation of structural members.	Field Inspection	Y	Periodic	1	
2. Verify minimum thickness of sprayed fire-resistant materials applied to structural members.	Field Inspection	Y	Periodic	1	
3. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design.	Field Inspection and Testing	Y	Per IBC Section 1705.14.5	1	
4. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material.	Field Inspection and Testing	Y	Per IBC Section 1705.14.6	1	
5. Condition of finished application.	Field Inspection	Y	Periodic	1	

SCHEDULE OF SPECIAL INSPECTION SERVICES					
PROJECT	City of LaVergne Public Works and Community Development Center				
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.15 Mastic and Intumescent Fire-resistant Coatings					
1. Inspect and test mastic and intumescent fire-resistant coatings applied to structural elements and decks per AWC 12-B.	Field Inspection and Testing	Y	Periodic	1	
1705.16 Exterior Insulation and Finish Systems (EIFS)					
1. Inspection of water-resistive barrier over sheathing substrate.	Field Inspection	N	Periodic		
1705.17 Fire-resistance Penetrations and Joints					
1. Inspect penetration firestop.	Field Testing	Y	Per ASTM E2174	1	
2. Inspect fire-resistant joint systems.	Field Testing	Y	Per ASTM E2393	1	
1705.18 Smoke Control Systems					
1. Leakage testing and recording of device locations prior to concealment.	Field Testing	N	Periodic		
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification.	Field Testing	N	Periodic		
*INSPECTION AGENTS					
FIRM	ADDRESS		TELEPHONE NUMBER		
1. Owners Testing Agency					
Notes: (1) The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional. (2) The list of Special Inspectors may be submitted as a separate document, if noted above. (3) Shop inspections of fabricated items are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.1 and listed in activity 1709.2. (4) Observe: Observe on a random basis, operations need not be delayed pending these inspections. Perform: These tasks shall be performed for each welded joint, bolted connection, or steel element. (5) NDT of welds completed in an approved fabricator's shop may be performed by that fabricator when approved by the AHJ. Refer to AISC 360, N6. Are Special Inspections for Wind Resistance included in the Statement of Special Inspections? NO Are Special Inspections for Seismic Resistance included in the Statement of Special Inspections? NO DATE:					

FINAL REPORT OF SPECIAL INSPECTIONS

PROJECT: City of LaVergne Public Works and Community Development Center

LOCATION: David's Way & Shreibman Drive, LaVergne, TN

PERMIT APPLICANT:**PERMIT APPLICANT'S ADDRESS:**

ARCHITECT OF RECORD: Lambe + Associates

STRUCTURAL ENGINEER OF RECORD: Wallace Design Collective

MECHANICAL ENGINEER OF RECORD: Harpeth Park Engineering

ELECTRICAL ENGINEER OF RECORD: Harpeth Park Engineering

REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: Lambe + Associates

To the best of my information, knowledge, and belief, which are based upon observations or diligent supervision of our inspection services for the above-referenced Project, I hereby state that the special inspections or testing required for this Project and designated for this Agent in the *Schedule of Special Inspection Services*, have been completed in accordance with the Contract Documents.

The Special Inspection program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Interim reports submitted prior to this final report and numbered _____ to _____ for a basis for and are considered to be an integral part of this final report. The following discrepancies that were outstanding since the last interim report dated _____ have been corrected:

(Attach 8½" x 11" continuation sheet(s) if required to complete the description of corrections)

Prepared by:

Special Inspection Agent/Firm

Type or Print Name

Signature

Date _____

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

Each contractor responsible for the construction or fabrication of main windforce-resisting system, seismic force-resisting system, designated seismic system, or wind/seismic resisting component listed in the *Statement of Special Inspections*, *Special Inspections for Wind Resistance*, or *Special Inspections for Seismic Resistance* must submit a *Contractor's Statement of Responsibility*.

PROJECT: City of LaVergne Public Works and Community Development Center

CONTRACTOR'S NAME:

ADDRESS:

LICENSE NUMBER.:

Description of building systems and components included in *Contractor's Statement of Responsibility*:

[illegible]

Contractors Acknowledgement of Special Requirements

I hereby acknowledge that I have received, read, and understand the *Statement of Special Inspections* and the Special Inspections program:

I hereby acknowledge that control will be exercised to obtain conformance with the approved Construction Documents.

Name and Title (Type or Print)

Signature

Date _____

FABRICATOR'S CERTIFICATE OF COMPLIANCE

Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per International Building Code, Section 1704.2.5.1 must submit a *Fabricator's Certificate of Compliance* at the completion of Fabrication

PROJECT: City of LaVergne Public Works and Community Development Center

FABRICATOR'S NAME:

ADDRESS:

CERTIFICATION OR APPROVAL AGENCY:

CERTIFICATION NUMBER:

DATE OF LAST AUDIT OR APPROVAL:

Description of structural members and assemblies that have been fabricated:

[illegible]

I hereby certify that items described above were fabricated in strict accordance with the approved Construction Documents.

Name and Title (Type or Print)

Signature

Date _____

Attach copies of the Fabricator's certification or building code evaluation service report and the Fabricator's quality control manual

SPECIAL INSPECTION DAILY REPORT

PROJECT NAME / ADDRESS: City of LaVergne Public Works and Community Development Center David's Way & Shreibman Drive, LaVergne, TN	
INSPECTION TYPE(S) COVERAGE: ☐ CONTINUOUS ☐ PERIODIC	
TIME BEGINNING INSPECTION: TIME ENDING INSPECTION:	
DESCRIBE INSPECTIONS MADE, INCLUDING LOCATIONS:	
LIST TESTS MADE:	
LIST ITEMS REQUIRING CORRECTIONS, CORRECTIONS OF PREVIOUSLY LISTED ITEMS AND PREVIOUSLY LISTED UNCORRECTED ITEMS (PROVIDE COPIES OF DISCREPANCY NOTICES):	
COMMENTS:	
TO THE BEST OF MY KNOWLEDGE, THE WORK INSPECTED WAS IN ACCORDANCE WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS, EXCEPT AS NOTED ABOVE.	
PRINTED FULL NAME	
NOTE BY "SPECIAL INSPECTION OR PROVIDE NAME OF TESTING AGENCY"	
SIGNED:	DATE:
CERTIFICATION:	NUMBER:

One copy of this report to remain at job site with the Contractor for review upon request.

SPECIAL INSPECTION INTERIM REPORT

PROJECT NAME / ADDRESS:								
City of LaVergne Public Works and Community Development Center David's Way & Shreibman Drive, LaVergne, TN								
INSPECTION TYPE(S) COVERAGE:								
☐ CONTINUOUS ☐ PERIODIC								
TIME BEGINNING INSPECTION:					TIME ENDING INSPECTION:			
DESCRIBE INSPECTIONS MADE, INCLUDING LOCATIONS:								
LIST TESTS MADE:								
TOTAL INSPECTION TIME EACH DAY	DATE							
	HOURS							
LIST ITEMS REQUIRING CORRECTIONS, CORRECTIONS OF PREVIOUSLY LISTED ITEMS AND PREVIOUSLY LISTED UNCORRECTED ITEMS (PROVIDE COPIES OF DISCREPANCY NOTICES):								
COMMENTS:								
TO THE BEST OF MY KNOWLEDGE, THE WORK INSPECTED WAS IN ACCORDANCE WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS, EXCEPT AS NOTED ABOVE.								
PRINTED FULL NAME								
NOTE BY "SPECIAL INSPECTION OR PROVIDE NAME OF TESTING AGENCY								
SIGNED:						DATE:		
CERTIFICATION:						NUMBER:		

One copy of this report to remain at job site with the Contractor for review upon request.

SPECIAL INSPECTION DISCREPANCY NOTICE

PROJECT NAME / ADDRESS: City of LaVergne Public Works and Community Development Center David's Way & Shreibman Drive, LaVergne, TN		
INSPECTION TYPE(S) COVERAGE: ☐ CONTINUOUS ☐ PERIODIC		
AREA INSPECTED:	TYPE OF INSPECTION:	
NOTICE DELIVERED TO: ☐ CONTRACTOR ☐ ENGINEER / ARCHITECT ☐ OWNER	DATE:	TIME:
MAKE THE FOLLOWING CORRECTIONS AND SECURE INSPECTION APPROVAL PRIOR TO PROCEEDING WITH THIS PHASE OF THE WORK.		
PRINTED FULL NAME		
NOTE BY "SPECIAL INSPECTION OR PROVIDE NAME OF TESTING AGENCY"		
SIGNED:	DATE:	
CERTIFICATION:	NUMBER:	

One copy of this report to remain at job site with the Contractor for review upon request.



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
laveragnetn.gov

Exhibit 5
Statement that TTL, Inc. accepts the wording of the contract
without exception

RE: [External] Re: Notice of Intent to Award - City of La Vergne - Public Works and Community Development Services

Martin Medley <mmedley@ttlusa.com>

Fri 6/23/2023 1:01 PM

To: Gary Lide <glide@lavergneth.gov>

Cc: Kyle Brown <kbrown@lavergneth.gov>; Felicia Anderson <fanderson@lavergneth.gov>; Bruce Richardson <brichardson@lavergneth.gov>; Tyler Hughes <tyler.hughes@ttlusa.com>; Evan Cope <ecope@evancope.com>

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Gary,

We have reviewed internally and take no exception. Contract looks good. Thanks!

Martin L. Medley, II, P.E.

Vice President

Construction Services Regional Business Unit Leader

Office: 615-331-7770 | Cell: 931-239-1417

624 Grassmere Park., Ste 14, Nashville, TN 37211

www.ttlusa.com



From: Gary Lide <glide@lavergneth.gov>

Sent: Friday, June 23, 2023 11:37 AM

To: Martin Medley <mmedley@ttlusa.com>

Cc: Kyle Brown <kbrown@lavergneth.gov>; Felicia Anderson <fanderson@lavergneth.gov>; Bruce Richardson <brichardson@lavergneth.gov>; Tyler Hughes <tyler.hughes@ttlusa.com>; Evan Cope <ecope@evancope.com>

Subject: [External] Re: Notice of Intent to Award - City of La Vergne - Public Works and Community Development Services

Martin:

Our attorney has completed his review of the draft contract. I have attached a revised MSWord copy. If you turn on "Track Changes", you and your EVP can see the specific changes he made.

-Gary

Gary Lide, PE

Director of Engineering

City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

☎ 615.287.8703

Cell 615.971.4069

✉ glide@LaVergneTN.gov

From: Gary Lide <glide@lavergn.net>
Sent: Friday, June 23, 2023 9:45 AM
To: Tyler Hughes <tyler.hughes@ttlusa.com>
Cc: Martin Medley <mmedley@ttlusa.com>; Kyle Brown <kbrown@lavergn.net>; Felicia Anderson <fanderson@lavergn.net>; Bruce Richardson <brichardson@lavergn.net>
Subject: Re: Notice of Intent to Award - City of La Vergne - Public Works and Community Development Services

Tyler:

TTL, Inc has graded out as number 1 for the Structural Testing and Inspection Services consulting contract for the City of La Vergne Public Works and Community Development Services Facility.

Nothing will be official and the contract cannot be executed until voted on by our Board of Mayor and Aldermen (BOMA). We are trying to get on the agenda for their next meeting, so we have to move fast.

I have attached a draft copy of our consultant contract for this project and would like to meet with you as quickly as possible to go over it so that your team can review it and we can confirm that you are comfortable for our BOMA to vote on it. Our attorneys are simultaneously reviewing it.

-Gary

Gary Lide, PE

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Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

☎ 615.287.8703

Cell 615.971.4069

✉ glide@LaVergneTN.gov

From: Tyler Hughes <tyler.hughes@ttlusa.com>

Sent: Tuesday, June 20, 2023 10:41 AM

To: Gary Lide <glide@lavergnethn.gov>

Cc: Martin Medley <mmedley@ttlusa.com>; Kyle Brown <kbrown@lavergnethn.gov>; Felicia Anderson <fanderson@lavergnethn.gov>

Subject: TTL Statement of Qualifications Submittal - City of La Vergne - Public Works and Community Development Services

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Mr. Lide,

Hope you are doing well. Please see attached for TTL's Statement of Qualifications Response in reference to the upcoming City of La Vergne Public Works and Community Development Services Building project. We appreciate the opportunity to submit this response and look forward to hearing from you. Feel free to reach out if you have any questions.

Thank you,

Tyler Hughes, EI

Project Manager

Cell: 931.510.9855 | Office: 615.331.7770

624 Grassmere Park, Ste. 14, Nashville, TN 37211

www.ttlusa.com

The logo for TTL, consisting of the letters 'TTL' in a bold, italicized, sans-serif font.

Private and confidential as detailed here (<https://www.ttlusa.com/privacy-policy>). The disclaimer contains important limitations on use and reliance. If you cannot access hyperlink, please e-mail sender.

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virus that may be inadvertently transmitted by this email.

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Fri 6/23/2023 1:15 PM

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Yes, we can include that in our scope and have that subbed out. No exception there either.

Martin L. Medley, II, P.E.

Vice President

Construction Services Regional Business Unit Leader

Office: 615-331-7770 | Cell: 931-239-1417

624 Grassmere Park., Ste 14, Nashville, TN 37211

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Sent: Friday, June 23, 2023 1:05 PM

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Subject: Re: [External] Re: Notice of Intent to Award - City of La Vergne - Public Works and Community Development Services

Martin:

Does include y'all providing the blast monitoring through a saub-consultant?

-Gary

Gary Lide, PE

Director of Engineering

City of La Vergne

Engineering Department

5175 Murfreesboro Road

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Gary Lide, PE

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Thank you,

Tyler Hughes, EI
Project Manager
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TTL

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AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 29, 2023

Item Title: Approve Amendment #1 to Agreement for Engineering Services with CTI Engineers, Inc. for the Waldron Road Sewer Assessment Zone.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Amendment #1

Summary:

This is an amendment to the existing agreement with CTI Engineering for their work on the Waldron Road Sewer Assessment Zone project.

Background Information:

The original agreement with CTI did not provide sufficient fees to include their sub-consultant fees. They have reworked their estimated costs for the project and the amendment reflects those changes. The original fees totaled \$340,000.00. The revised fees after the adjustments are now \$375,950.00.

Financial Summary:

The additional costs for this agreement are \$35,950.00.

Staff Recommendation:

Staff recommends approval.



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

VIA E-MAIL

June 19, 2023

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

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

Dear Mr. Richardson:

As work has progressed through design, it has become obvious that our original Agreement does not provide sufficient fees to include our sub consultant fees. We were able to reduce the fees for the Bidding Phase Services and Assessment Zone Recommendations as we now anticipate the level of work required for these tasks will be less. However, the design and preparation of construction documents is greater than originally anticipated when the Agreement was developed.

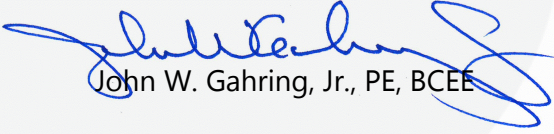
Enclosed for consideration by the City of La Vergne is a signed copy of our proposed Amendment No. 1 to our Agreement for Engineering Services. The amendment proposes an additional \$37,750.00 for our Design Phase Services; \$10,700.00 to our Construction Phase Services; a decrease of \$5,000.00 from our Bidding Phase Services; and a decrease of \$7,500.00 to our Assessment Zone Recommendations for a total of an additional \$35,950.00 to the total fee.

If this amendment is acceptable to the City of La Vergne, please sign and date. Please return a copy for my files.

Page 2
June 19, 2023
Mr. Bruce Richardson

If you have any comments or questions, please do not hesitate to call.

Sincerely,



John W. Gahring, Jr., PE, BCEE

Enclosures

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Michael Dietz, Public Works Director
Mr. Gary Lide, PE, City Engineer
Mr. Scott Tatalovich, Utility Engineer

**AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated August 7, 2021, to perform certain professional services in connection with the Waldron Road Sewer Assessment Zone (hereinafter referred to as the project); and

WHEREAS, subconsultant services have required professional engineering services beyond the amount anticipated in the original Agreement; and

WHEREAS, The CLIENT and CTI recognize the need to provide fees for Additional Services Requiring Authorization in Advance.

NOW, THEREFORE, CLIENT and CTI do hereby agree as follows:

- 1) The Schedule of Fees included in the amended agreement shall be amended to include the following amended Schedule of Fees:

2)

Service	Fee Basis	Original Fee	Amended Fee
Design Phase Services	Lump Sum	\$ 175,000	\$ 212,750
Bidding Phase Services	Lump Sum	12,500	7,500
Construction Phase Services	Lump Sum	62,500	73,200
Surveys, Permits, and Easements	Cost Plus	60,000	60,000
Developer Coordination	Cost Plus	15,000	15,000
Assessment Zone Recommendations	Cost Plus	<u>15,000</u>	<u>\$7,500</u>
TOTAL FEE		\$340,000	\$375,950

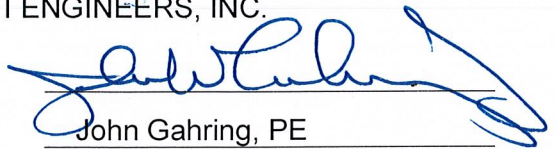
- 3) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____
Name Jason Cole
Title Mayor
Date _____

ACCEPTED BY CTI:
CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

By 
Name John Gahring, PE
Title Vice President
Date 6/19/23



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 29, 2023

Item Title: Approve the Cyber Security Response Plan for The City of La Vergne.

Department: Information Technology

Presented By: Glenn Green

Item Attachments: None

Summary:

Tennessee Code Annotated, Title 7, Chapter 51 requires the city to adopt a Cyber Security Response Plan. The plan was prepared by the city's cyber security partner CyberGard (ThinkGard) and is based off the Department of Homeland Security guidelines.

Background Information:

Tennessee Code Annotated, Title 7, Chapter 51 requires any municipal-owned utility that provides electric, natural gas, or propane services to the public and any entity subject to the jurisdiction of either the Water and Wastewater Financing Board or the Utility Management Review Board to prepare and implement a cyber security plan to provide for the protection of the utility's facilities from unauthorized use, alteration, ransom, or destruction of electronic data.

Please note that we are not attaching a copy of the plan to the electronic packets. We will provide paper copies at the workshop. For risk management purposes, we feel that this is critical security information that should not be released online for just anyone to read and possibly use to attack our systems.

Financial Summary:

None.

Staff Recommendation:

Staff recommends approval.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 29, 2023

Item Title: First Reading - **Ordinance #2023-16** - An Ordinance to Adopt the New City of La Vergne Zoning Ordinance and Zoning Map. (A favorable recommendation was sent by the Planning Commission on December 27, 2022. A Public Hearing will be held on July 6, 2023 at 6:30 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2023-16

Summary:

The City is proposing a new Zoning Ordinance and Zoning Map.

Background Information:

Community meetings were held between May 22 and May 26, 2023. Each day, the meetings were held from 9:00 a.m. until 11:00 a.m. and from 1:30 p.m. until 3:30 p.m. Meetings were also held from 6:00 p.m. until 8:00 p.m. on May 23 and May 25. We had a total of 95 people attend the meetings. A postcard was sent to all residential properties prior to the meetings.

Staff sent out an email to developers and design engineers on June 15, 2023. We have not received any return emails from anyone, however we have had a couple of comments concerning items that they would like to see reviewed again.

The following comments were received either at the community meetings or from residents reaching out to staff throughout this process.

General Questions:

1. What effect will this have on my property taxes? Will they go up?
2. Am I allowed to still add on to my house if I choose to?
3. Does this change anything with how I am using my property today?

4. Can I still put up an accessory structure in my yard?

Comments/Complaints:

1. There were a lot of complaints about the new zoning map. They did not like the layout, they think it is too hard to read and the colors are very confusing. They prefer the layout, size, and color patterns used in the existing map.
2. A property owner requested that the zoning of 159 Fergus Drive be reviewed. The existing zoning map shows this property as I-2 and the proposed zoning map shows this property as Agriculture. The property owner feels that the zoning should remain industrial.
3. A property owner requested that the zoning of 424 Jefferson Pike be reviewed. The existing zoning map shows this property as R-1 and the proposed zoning map shows this property as R-1. The property owner feels that the zoning should be agricultural.
4. A property owner requested that the zoning of 509 Lake Forest Drive be reviewed. The existing zoning map shows this property as C-3 and the proposed zoning map shows this property as R-3. The property owner feels that the zoning should remain commercial.
5. A property owner requested that the zoning of the southwest corner of the intersection of Woody Thomas Drive and Old Nashville Highway be reviewed. The existing zoning map shows this property as C-3 and the proposed zoning map shows this property as R-3. The property owner feels that the zoning should remain commercial.
6. A property owner requested that the South Waldron Overlay District be reviewed. The property owner feels that the overlay should only be drawn over commercial and industrial property. They do not think the overlay should be drawn over residential property.
7. A property owner requested that the zoning of 243 Blair Road be reviewed. The existing zoning map shows this property as R-3 and the proposed zoning map shows this property as Estate Residential. The property owner feels that the zoning should remain R-3.
8. A property owner requested that the zoning of 301 Jones Mill Road be reviewed. The existing zoning map shows this property as R-1 and the proposed zoning map shows R-1. The property owner is requesting Estate Residential.
9. There are random lots and tracts that have no zoning shown.

The following are comments received from developers and design engineers throughout the process.

1. Parking requirements for multi-family residential needs to be reviewed. They feel that the proposed requirement of three (3) spaces per unit is excessive, especially for apartments. They are requesting that the number of spaces be around one (1) space per bedroom instead of the three (3) spaces per unit.

Financial Summary:

There is no financial impact on the City.

Staff Recommendation:

Staff has requested the zoning layer shape-file from Volkert to be able to create a proposed

zoning map similar in layout and size to our existing zoning map.

Staff recommends sending this item back to the planning commission to have the following items taken care of:

1. Give staff time to recreate the proposed zoning map in a format and layout similar to our existing zoning map.
2. Allow the planning commission to confirm or make changes to the properties that have been brought into question.
3. Allow the planning commission to review the parking requirements.
4. Allow staff and the planning commission to fix any formatting, verbiage, and phrasing errors that have been found.

ORDINANCE #2023-16

AN ORDINANCE TO ADOPT THE NEW CITY OF LA VERGNE ZONING ORDINANCE AND ZONING MAP.

WHEREAS, Tenn. Code Ann. § 13-7-204 empowers the Board of Mayor and Aldermen (the, "BOMA") of the City of La Vergne (the, "City") to amend the City's existing zoning ordinance (the, "Zoning Ordinance") and existing zoning map (the, "Zoning Map") from time to time following approval of any proposed amendment by the City's planning commission (the, "Planning Commission"); and,

WHEREAS, for the purpose of promoting the public health, safety, morals, convenience, order, prosperity and general welfare of the City, the City has undertaken a lengthy and thorough process creating a new and modern Zoning Ordinance and Zoning Map as set forth in Exhibit 1 of this ordinance which is attached hereto and incorporated herein by reference as if set forth, at length, *verbatim* (the, "New Zoning Ordinance and Map"); and,

WHEREAS, the New Zoning Ordinance and Map will replace the existing Zoning Ordinance and existing Zoning Map in their entirety; and;

WHEREAS, pursuant to Tenn. Code Ann. § 13-7-204 , the New Zoning Ordinance and Map were submitted to and approved by the Planning Commission on December 27, 2022; and,

WHEREAS, the City of La Vergne conducted public meetings at the La Vergne Public Library between May 22, 2023 and May 26, 2023 for public input and feedback regarding the New Zoning Ordinance and Zoning Map with residents and interested parties; and

WHEREAS, pursuant to and in conformity with Tenn. Code Ann. § 13-7-203, a public hearing regarding the New Zoning Ordinance and Map was held as required by law.

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

SECTION 1. That the City's existing Zoning Ordinance and existing Zoning Map be, and hereby are, repealed.

SECTION 2. That the New Zoning Ordinance and Map attached hereto as Exhibit 1 be, and hereby are, adopted.

SECTION 3. If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of La Vergne, Tennessee, the most restrictive shall in all cases apply.

SECTION 5. This Ordinance shall become effective on _____, in accordance with the Charter of the City of La Vergne, Tennessee, and the public welfare demanding it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 29, 2023

Item Title: First Reading - **Ordinance #2023-17** - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding the Sewer Rates and Tap Fees for the Blair Road Sewer Basin.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-17

Summary:

This ordinance will amend the sewer rates for the Blair Road Sewer Basin to be equivalent to the fees that the Town of Smyrna has approved.

Background Information:

In 2018, the City of La Vergne entered into an Interlocal Sewer Agreement with the Town of Smyrna that would allow Smyrna to provide sewer service to the Blair Road Sewer Basin. This agreement requires La Vergne to bill its customers within that basin at the rate communicated from Smyrna and forward such payments, per usage, to Smyrna on a monthly basis. On June 12, 2023, La Vergne was notified that Smyrna had increased their outside sewer rates. In order for La Vergne to increase our rates, we have to provide an approved ordinance to our software provider so they can make this change.

Financial Summary:

The minimum rate for the first 2,000 gallons is increasing from \$27.61 to \$28.99 and the cost per additional thousand gallons is increasing from \$6.59 per thousand to \$6.92 per thousand. The tap fee (Smyrna Capacity Fee) for residential units outside the Smyrna Town Limits is increasing from \$2,300 to \$2,700. These costs are passed along to the customers in that basin.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-17

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE FEE SCHEDULE REGARDING THE SEWER RATES AND TAP FEES FOR THE BLAIR ROAD SEWER BASIN.

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

SECTION I. The Utilities Department - Sewer - Usage Charges - Blair Road Sewer Basin section of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	2023-2024
<u>Utilities Department - Sewer</u>	
<u>• Usage Charges - Blair Road Sewer Basin (based on actual water meter readings)</u>	
* First 2,000 Gallons per Month	\$28.99 (minimum)
* Over 2,000 Gallons per Month	\$6.92 per thousand gallons

SECTION II. The Utilities Department - Sewer section of the City of La Vergne Fee Schedule be amended by adding a new subsection entitled “Privilege Tapping Fees - Blair Road Sewer Basin” to read as follows:

<u>Name / Purpose of Fee</u>	2023-2024
<u>Utilities Department - Sewer</u>	
<u>• Privilege Tapping Fees - Blair Road Sewer Basin</u>	\$2,700 per Residential Unit

SECTION III. 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 IV. That this Ordinance take effect September 1, 2023.

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 29, 2023

Item Title: **Resolution #2023-15** - A Resolution to Authorize the Mayor to Negotiate and Enter Into a Contract for the Sale of Right-of-Way Property Located Between 315 and 325 Waldron Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-15

Summary:

This is a resolution that will authorize the Mayor to negotiate the sale of some unused right-of-way property that is located along Waldron Road between 315 and 325 Waldron Road. This is the old right-of-way where Old Waldron Road used to connect to Waldron Road.

Background Information:

The city received an offer from a local business owner to purchase this old right-of-way property. In order to proceed, the board will need to approve this resolution that will allow the Mayor to negotiate a sales contract for this property. There are several steps that will have to take place before this can be accomplished. We will have to obtain a survey to determine exactly how much of this right-of-way will be sold and then we will need to obtain an appraisal on that property. Once this has been completed, then the Mayor can begin negotiations and an agreement can be finalized. Once the agreement has been finalized, it will come back to the Board of Mayor and Aldermen for final approval.

The local business owner and his partner have offered to pay for all expenses that the city may incur because of this transaction. We do not know what those costs will be at this time.

The local business owner has stated that they would like to develop the property for additional retail stores, so that would bring in additional revenues once completed. City staff also have to keep the property mowed.

Financial Summary:

At this time, the sales price is unknown.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-15

A RESOLUTION TO AUTHORIZE THE MAYOR TO NEGOTIATE AND ENTER INTO A CONTRACT FOR THE SALE OF RIGHT-OF-WAY PROPERTY LOCATED BETWEEN 315 AND 325 WALDRON ROAD.

WHEREAS, the City of La Vergne (hereinafter, "City"), is interested in the sale of real property that is no longer being used by the City; and

WHEREAS, the Mayor should be authorized to negotiate and enter into a contract for the sale of the right-of-way property subject to the final approval and ratification by the Board of Mayor and Aldermen; and

WHEREAS, it is in the best interest of the citizens of the City of La Vergne that the Mayor be granted this limited authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the Mayor be, and hereby is, authorized to execute an agreement for the sale of the real property referenced below, subject to the limitations and restrictions set forth above.

Right-of-Way Property, consisting of approximately 0.33 acres - Located between 315 and 325 Waldron Road.

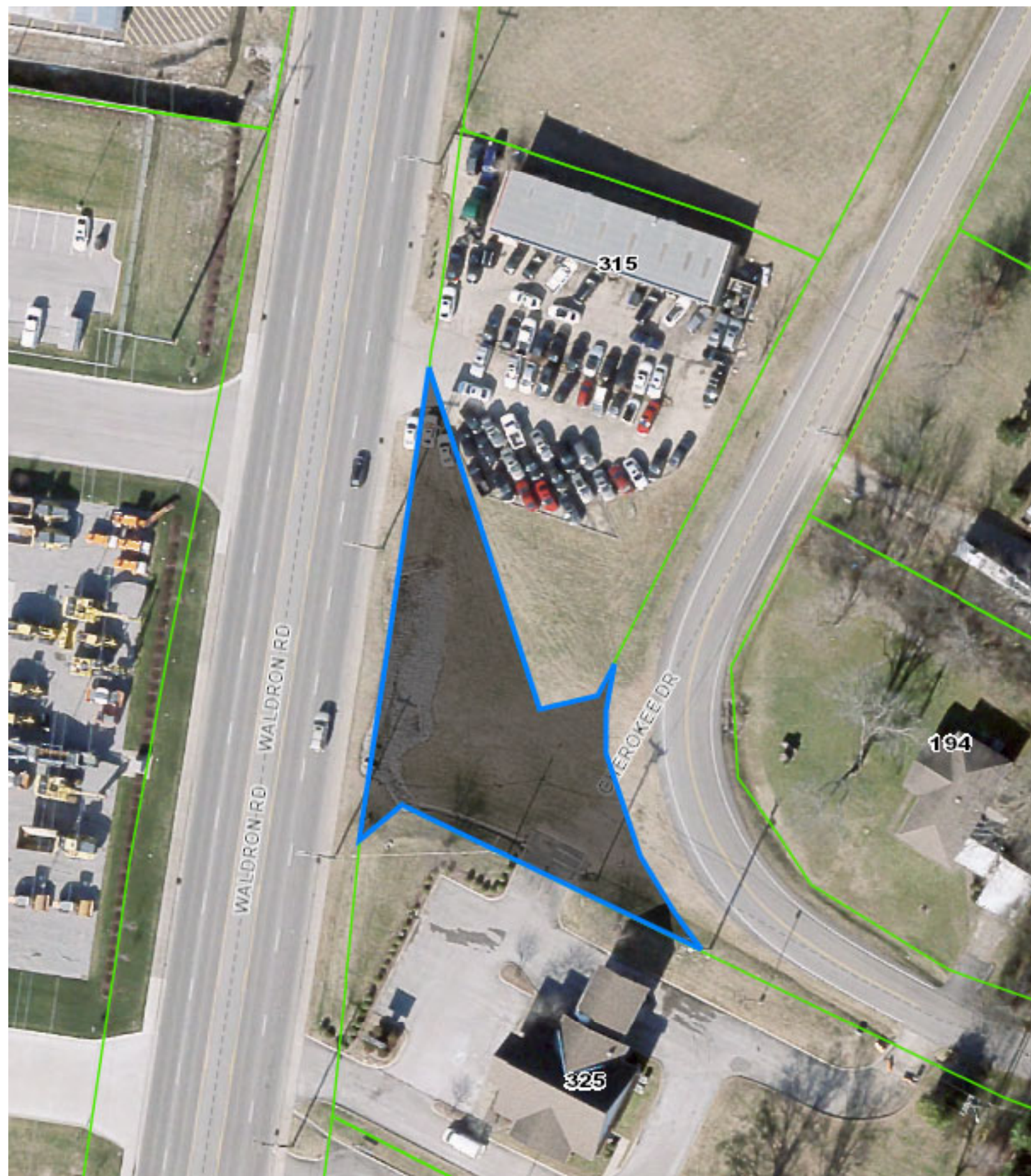
This resolution will take effect immediately upon its passage, the public welfare requiring it.

RESOLVED this the 6th day of July, 2023.

Mayor Jason Cole

ATTEST:

Bruce E. Richardson, City Recorder







AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: June 29, 2023

Item Title: Motion to Approve an Agreement with BRS Development, LLC for the Sewer Line Extension Project for Arbor Ridge.

Department: Engineering

Presented By: Kyle Brown

Item Attachments:

1. Sewer Agreement - BRS - Draft
2. Waldron Road Sewer Assessment Zone Easement
3. Ivy Pointe Pump Station Parcel

Summary:

This is an agreement with BRS Development regarding the sewer line extension and pump station project that is needed to provide sewer to the entire basin.

Background Information:

Attached is a draft version of the agreement with BRS Development. We hope to have a final version prior to the workshop on Thursday.

This agreement will provide the city with needed easements and property for the pump station. This agreement allows for the developer to build the pump station and sewer line (sewer project) if the city does not start the process by June 15, 2024. If the developer builds these improvements, the city will not reimburse the developer for the project costs. If the developer builds the sewer project, they must abide by all of the city's construction plans and requirements. Once the city advertises for bids to build the sewer project, then the developer's ability to build the sewer project will be void and of no effect.

As of June 27, 2023, the City Attorney cannot approve the current version as written.

Also attached is the easement needed for the sewer line and the parcel needed for the pump station.

Financial Summary:

There is a financial benefit to the city in acquiring the easement and property needed for the sewer project. If the developer chooses to build the sewer project, then the city would benefit from not having to construct the sewer project ourselves.

Staff Recommendation:

Staff recommends approval.

SEWER AGREEMENT

This Sewer Agreement (this “Agreement”) is made and entered into by and between the **CITY OF LA VERGNE, TENNESSEE**, a Tennessee municipal corporation, (the “City”) and **BRS DEVELOPMENT LLC**, a Tennessee limited liability company, its successors and assigns, (the “Developer”).

WHEREAS, the Developer is the owner of the ±215-acre parcel of property located along the eastern side of Waldron Road and south of Blair Road in La Vergne, Tennessee, more particularly shown on Tax Map 32, Parcel 4 (the “Property”);

WHEREAS, the Developer desires to develop the Property into a mixed-use development (“Development”), consisting of both commercial development (the “Commercial Development”), and single-family residential development (the “Residential Development”), pursuant to a Planned Density Residential Rezoning Request approved by the City on July 6th, 2021 with Ordinance #2021-04 (“PDR”);

WHEREAS, development of the Residential Development, which shall have five hundred seventy-one (571) single family units (the “Intended Residential Development”), will deplete the City’s current sewer capacity of three hundred eighteen (318) single family units;

WHEREAS, the City intends to construct sewer improvements to serve the area of the City where the Intended Residential Development is located (the, “Sewer Project”);

WHEREAS, the City needs land on which to construct a sewer pump station for the Sewer Project;

WHEREAS, the City needs certain easements for the Sewer Project;

WHEREAS, the Developer will agree to construct a portion of the Sewer Project for the City and wants the option to construct the pump station needed to serve the Sewer Project (“Pump Station”);

WHEREAS, to facilitate construction of the Sewer Project, in addition to all other rules, regulations ordinances and law with which the Developer must comply, and as an additional condition for obtaining certificates of occupancy, the Developer agrees to comply with the requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties contract, covenant, and agree as follows:

1. Easements and Warranty Deed. Developer represents that it owns and has the right to convey the interests in real property described in the easements and warranty deed attached hereto as Exhibit 1 and Exhibit 2. As a condition precedent to the Developer’s self-help right described below, within 10 days of the Effective Date, Developer shall cause the easements and warranty

deed attached hereto as Exhibit 1 and Exhibit 2 to be lawfully executed and recorded at the Register's Office of Rutherford County.

2. Trunk Line. The Developer has the right and obligation to construction that portion of the Sewer Project identified in Exhibit 3 ("Trunk Line"). Subject to Section 12 below, the Developer shall commence construction of the Trunk Line on [REDACTED] and substantially complete the Trunk Line by [REDACTED].

3. Self-Help Right. The Developer and the City hereby acknowledge and agree that, if the City has not issued an advertisement for bids to construct the Sewer Project on or before June 15, 2024, the Developer has the right, but not the obligation, to construct the Pump Station in accordance with this Agreement, all applicable law including, without limitation, the regulations and ordinances of the City of La Vergne and Tennessee law, and at Developer's sole cost and expense (the, "Self-Help Right"). In the event the Developer wishes to exercise the Self-Help Right, the Developer must provide the City written notice thereof prior to the City issuing an advertisement for bids to construct the Sewer Project. Once the City issues such advertisement for bids, the Developer's Self-Help Right is void and of no effect. If the Developer provides written notice of its intent to exercise its Self-Help Right prior to the City issuing an advertisement for bids to construct the Sewer Project, but Developer fails to begin construction of the same within sixty (60) days of said written notice, Developer's Self-Help Right is forfeited, void and of no effect.

4. Construction Requirements. The Developer must comply, and shall cause its designers and contractors to comply, with the City's construction plans for the Sewer Project and all applicable law including, without limitation, the City's subdivision regulations, ordinances and Tennessee law. Upon final completion of the Trunk Line and, if applicable, Pump Station, the Developer shall dedicate such improvements to the City and the City shall accept the dedication. Thereafter, the Developer shall have no obligation for maintenance or other costs associated with the Sewer Project, and any such obligations shall be undertaken at the City's sole cost and expense.

5. Transferrable Warranties. The Developer shall assign to the City all of the Developer's right, title and interest in and to the transferrable warranties and guarantees with respect to the Sewer Project, including all bonds, upon the Developer's execution of the contract between the Developer and the general contractor selected by the Developer to construct the Trunk Line and, if applicable, the Pump Station.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Developer shall have the right in its sole judgment to sell, assign or transfer their rights and obligations under this Agreement, in whole or in part, to a related or unrelated third-party without the City's consent. If the Developer sells, assigns or transfers all or any portion of its rights, remedies, covenants, and obligations under this Agreement, (a) all such rights, remedies, covenants and obligations of the Developer, whether arising before or after such sale, assignment or transfer, shall be fully binding upon and inure to the benefit of the Developer's buyer(s), assignee(s), or transferee(s), and (b) the Developer shall be released and discharged from all covenants and obligation under this Agreement and the remaining parties shall look solely to the Developer's buyer(s), assignee(s), or transferee(s) for the

performance thereof. If the Developer sells, assigns or transfers all or any portion of their rights, remedies, covenants, and obligations under this Agreement, the Developer shall provide City written notice of the same within ten (10) days of the closing of the sale, assignment or transfer, and said notice shall include the name(s) and address(es) of the buyer(s), assignee(s), or transferee(s). For clarification and the avoidance of doubt, the aforementioned rights and obligations of the Developer described herein shall run with the land, and any future owner of the Intended Residential Development shall have the rights and obligations referenced herein.

7. No Government Limitation. This Agreement between the Developer and the City shall not be construed to bind any agency or instrumentality of federal, state, county or municipal government in the enforcement of any regulation, code or law under its jurisdiction.

8. Federal, State and Local Requirements. The Developer is responsible for full compliance with all applicable federal, state, county and municipal laws, rules and regulations.

9. Non-Reliance of Parties. The parties hereto explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

10. Distinction from Regulatory Authority of the City. The parties understand and agree that this Agreement does not and shall not be construed to indicate or imply that the City, acting as regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the Development. The City does not waive or alter any of its governmental authority to address matters under federal or state statute and regulations, the City's ordinances, or the City's police powers.

11. Indemnification and Hold Harmless. The Developer shall indemnify and hold harmless the City, its officers, agents and employees from any claims, damages, costs and attorney's fees arising in whole or in part from the performance of this Agreement. Pursuant to Tennessee Attorney General Opinion 93-01, the City does not and will not indemnify, defend or hold harmless in any fashion the Developer.

12. Force Majeure. In the event any unforeseen matter or condition beyond the reasonable control of a party, such as, but not limited to war, public emergency or calamity, fire, earthquake, flood, abnormal weather conditions, act of God, strikes or labor disturbances, civil disturbances or riots, pandemic, or any governmental restriction, prevent or delay performance of this Agreement, in whole or part, after the employment of all reasonably available and economically feasible means to overcome such condition, avoid delay and mitigate the effects thereof, performance of this Agreement by the party affected thereby shall be suspended or excused to the extent commensurate with such interfering occurrence; provided that the party whose performance is affected shall notify the other party within ten (10) days after its actual knowledge of commencement of such occurrence of the event. Notwithstanding the foregoing, the aforementioned force majeure provision shall not limit in any way the Developer's right to self-help as referenced in Section 3 hereinabove.

13. Remedies. In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

14. Notice. Any notice to be given hereunder by any party to any other party shall be in writing and shall be delivered by personal delivery, including messenger service or overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt or refusal to accept delivery at the address specified below, but each party may change its address by written notice given to the other in accordance with this paragraph.

To the City:

City of La Vergne
c/o City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086

To the Developer:

BRS Development, LLC
5617 Cottonport Drive
Brentwood, TN 37027

15. Independent Contractor. The Developer is an independent contractor and nothing contained herein will constitute or designate the Developer, or any of the Developer's agents or employees, as agents or employees of the City, nor is there intended to be any partnership or joint venture relationship between the Developer and the City.

16. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

17. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable pursuant to Tennessee or federal law, that term or provision is null and void, but such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and Developer's permitted successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. Effective Date. This Agreement shall be effective as of the date executed by the City.

20. Non-Waiver. No course of dealing between the parties and no delay or omission of any party in exercising any right arising from another party's default shall impair such right or be construed to be a waiver of a default. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

21. Signatures and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A signed copy of this Agreement shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Sewer Agreement on the date(s) set forth below:

[Signatures appear on the following page(s).]

BRS Development, LLC

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF LA VERGNE

By:_____

Jason Cole, Mayor

Date:_____

ATTEST:

Bruce Richardson, City Recorder

Date:_____

	CONVEYANCE TO A MUNICIPALITY - EXEMPT TRANSACTION Property Address: Waldron Road La Vergne, TN 37086 Map/Parcel: Map 32, P/O Parcel 4.00	
THIS INSTRUMENT WAS PREPARED BY CTI ENGINEERS, LLC 3354 PERIMETER HILL DRIVE, SUITE 140 NASHVILLE, TN 37211		
DEDICATION OF PUBLIC UTILITY AND DRAINAGE EASEMENT(S) AND/OR TEMPORARY CONSTRUCTION EASEMENT(S)		
Address of New Owner(s) as follows:		
City of La Vergne		
5093 Murfreesboro Rd.		
La Vergne, TN 37086		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

James N. McFarlin, Jr. & Donna Reneta McFarlin

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

City of La Vergne, a Tennessee Municipal Corporation

HEREINAFTER CALLED THE GRANTEES, ITS SUCCESSORS AND ASSIGNS, FOREVER, the following sanitary sewer easement and temporary construction easement in, upon, along, under, through, and across the hereinafter described parcel of real estate together with all necessary rights of ingress and egress to and from said parcel of real estate for the construction, intersection, and improvement of the sanitary sewer system. Said sanitary easement(s) are more particularly described as:

Permanent Easement

AN EASEMENT IN THE LANDS OF JAMES N. McFARLIN, JR. AND DONNA RENETA McFARLIN LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY BLAIR ROAD AND THE REMAINING PORTION OF THIS PROPERTY ON THE NORTH, NANU & MANJU PATEL – R.B. 2231, PG. 2699 (R.O.R.C., TN) AND THE REMAINING PORTION OF THIS PROPERTY ON THE EAST, THE REMAINING PORTION OF THIS PROPERTY ON THE SOUTH, AND WALDRON ROAD AND THE REMAINING PORTION OF THIS PROPERTY ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN SET AT THE NORTHWEST CORNER OF THIS PARCEL, IN THE SOUTH RIGHT-OF-WAY OF BLAIR ROAD, AND IN THE EAST RIGHT-OF-WAY OF WALDRON ROAD; THENCE, S 89° 41' 16" E FOR A DISTANCE OF 405.17' THE **POINT OF BEGINNING** LOCATED IN THE CENTERLINE OF BLAIR ROAD;

THENCE, WITH SAID CENTERLINE, S 86° 05' 41" E FOR A DISTANCE OF 39.21' TO A POINT; THENCE, THROUGH THIS PROPERTY, THE FOLLOWING (17) CALLS:

1. S 55° 25' 26" E FOR A DISTANCE OF 168.78' TO A POINT;
2. S 04° 01' 55" W FOR A DISTANCE OF 175.30' TO A POINT;
3. S 09° 00' 26" W FOR A DISTANCE OF 116.89' TO A POINT;
4. S 09° 00' 26" W FOR A DISTANCE OF 84.00' TO A POINT;
5. S 09° 00' 26" W FOR A DISTANCE OF 156.62' TO A POINT;
6. S 23° 08' 46" W FOR A DISTANCE OF 100.60' TO A POINT;
7. S 40° 51' 47" W FOR A DISTANCE OF 113.78' TO A POINT;
8. S 38° 38' 58" W FOR A DISTANCE OF 63.86' TO A POINT;
9. S 23° 27' 22" E FOR A DISTANCE OF 175.38' TO A POINT;
10. S 35° 23' 48" E FOR A DISTANCE OF 361.52' TO A POINT;
11. S 53° 57' 29" E FOR A DISTANCE OF 223.58' TO A POINT;

12. S 37° 58' 11" E FOR A DISTANCE OF 349.69' TO A POINT;
13. S 53° 02' 02" E FOR A DISTANCE OF 338.66' TO A POINT;
14. S 11° 58' 07" E FOR A DISTANCE OF 301.55' TO A POINT;
15. N 33° 29' 57" E FOR A DISTANCE OF 176.88' TO A POINT;
16. N 22° 09' 09" E FOR A DISTANCE OF 398.37' TO A POINT;
17. N 20° 26' 39" E FOR A DISTANCE OF 346.10' TO A POINT LOCATED IN THE SOUTH LINE OF PATEL;

THENCE, WITH THE SOUTH LINE OF PATEL, S 85° 55' 35" E FOR A DISTANCE OF 20.85' TO A POINT;
 THENCE, THROUGH THIS PROPERTY, THE FOLLOWING (52) CALLS:

1. S 20° 26' 39" W FOR A DISTANCE OF 352.28' TO A POINT;
2. S 22° 09' 09" W FOR A DISTANCE OF 400.66' TO A POINT;
3. S 33° 29' 57" W FOR A DISTANCE OF 198.29' TO A POINT;
4. S 14° 27' 53" E FOR A DISTANCE OF 137.72' TO A POINT;
5. S 24° 52' 32" E FOR A DISTANCE OF 494.01' TO A POINT;
6. S 46° 52' 30" E FOR A DISTANCE OF 349.59' TO A POINT;
7. S 26° 03' 32" E FOR A DISTANCE OF 142.63' TO A POINT;
8. S 03° 41' 06" W FOR A DISTANCE OF 388.64' TO A POINT;
9. S 04° 17' 25" W FOR A DISTANCE OF 281.20' TO A POINT;
10. S 02° 01' 22" W FOR A DISTANCE OF 383.27' TO A POINT;
11. S 56° 50' 14" E FOR A DISTANCE OF 210.07' TO A POINT;
12. S 33° 09' 46" W FOR A DISTANCE OF 20.00' TO A POINT;
13. N 56° 50' 14" W FOR A DISTANCE OF 62.87' TO A POINT;
14. S 35° 07' 04" E FOR A DISTANCE OF 73.48' TO A POINT;
15. S 89° 56' 37" E FOR A DISTANCE OF 23.59' TO A POINT;
16. N 01° 34' 45" E FOR A DISTANCE OF 11.35' TO A POINT;
17. S 88° 25' 15" E FOR A DISTANCE OF 20.00' TO A POINT;
18. S 01° 34' 45" W FOR A DISTANCE OF 30.82' TO A POINT;
19. N 89° 56' 37" W FOR A DISTANCE OF 53.44' TO A POINT;
20. N 35° 07' 04" W FOR A DISTANCE OF 117.65' TO A POINT;
21. N 58° 55' 52" W FOR A DISTANCE OF 118.75' TO A POINT;
22. N 37° 57' 20" W FOR A DISTANCE OF 88.09' TO A POINT;
23. N 49° 42' 44" W FOR A DISTANCE OF 74.56' TO A POINT;
24. N 55° 39' 01" W FOR A DISTANCE OF 144.62' TO A POINT;
25. N 73° 26' 06" W FOR A DISTANCE OF 307.67' TO A POINT;
26. N 73° 44' 16" W FOR A DISTANCE OF 52.71' TO A POINT;
27. N 79° 11' 51" W FOR A DISTANCE OF 49.94' TO A POINT;
28. N 79° 30' 16" W FOR A DISTANCE OF 355.55' TO A POINT;
29. S 72° 37' 02" W FOR A DISTANCE OF 118.43' TO A POINT;
30. N 78° 06' 48" W FOR A DISTANCE OF 58.57' TO A POINT;
31. N 80° 50' 30" W FOR A DISTANCE OF 119.38' TO A POINT;
32. N 81° 39' 33" W FOR A DISTANCE OF 172.49' TO A POINT;
33. N 17° 39' 24" W FOR A DISTANCE OF 33.50' TO A POINT;
34. N 23° 22' 34" W FOR A DISTANCE OF 341.99' TO A POINT;
35. N 41° 49' 42" W FOR A DISTANCE OF 14.99' TO A POINT;
36. N 57° 54' 01" W FOR A DISTANCE OF 69.16' TO A POINT;
37. S 78° 02' 52" W FOR A DISTANCE OF 37.54' TO A POINT;
38. S 80° 33' 12" W FOR A DISTANCE OF 55.46' TO A POINT;
39. S 78° 10' 35" W FOR A DISTANCE OF 69.69' TO A POINT;
40. S 75° 22' 28" W FOR A DISTANCE OF 66.88' TO A POINT;
41. N 15° 58' 09" W FOR A DISTANCE OF 200.45' TO A POINT;
42. N 14° 11' 59" W FOR A DISTANCE OF 50.41' TO A POINT;
43. N 05° 29' 05" W FOR A DISTANCE OF 54.74' TO A POINT;
44. N 03° 25' 09" E FOR A DISTANCE OF 45.17' TO A POINT;
45. N 13° 21' 19" E FOR A DISTANCE OF 78.92' TO A POINT;
46. N 14° 15' 00" E FOR A DISTANCE OF 133.45' TO A POINT;
47. N 74° 51' 44" W FOR A DISTANCE OF 51.22' TO A POINT;
48. N 76° 00' 49" W FOR A DISTANCE OF 55.97' TO A POINT;
49. N 83° 48' 34" W FOR A DISTANCE OF 58.34' TO A POINT;
50. S 85° 14' 20" W FOR A DISTANCE OF 57.39' TO A POINT;
51. S 82° 12' 32" W FOR A DISTANCE OF 92.82' TO A POINT;
52. S 80° 26' 03" W FOR A DISTANCE OF 133.13' TO A POINT LOCATED IN THE CENTERLINE OF WALDRON ROAD;

THENCE, WITH SAID CENTERLINE, N 08° 13' 04" E FOR A DISTANCE OF 21.00' TO A POINT;
 THENCE, THROUGH THIS PROPERTY, THE FOLLOWING (40) CALLS:

1. N 80° 26' 03" E FOR A DISTANCE OF 127.02' TO A POINT;
2. N 82° 12' 32" E FOR A DISTANCE OF 93.65' TO A POINT;
3. N 85° 14' 20" E FOR A DISTANCE OF 59.84' TO A POINT;
4. S 83° 48' 34" E FOR A DISTANCE OF 61.62' TO A POINT;
5. S 76° 00' 49" E FOR A DISTANCE OF 57.53' TO A POINT;
6. S 74° 51' 44" E FOR A DISTANCE OF 71.12' TO A POINT;
7. S 14° 15' 00" W FOR A DISTANCE OF 152.99' TO A POINT;
8. S 13° 21' 19" W FOR A DISTANCE OF 77.03' TO A POINT;
9. S 03° 25' 09" W FOR A DISTANCE OF 41.87' TO A POINT;
10. S 05° 29' 05" E FOR A DISTANCE OF 51.66' TO A POINT;
11. S 14° 11' 59" E FOR A DISTANCE OF 48.58' TO A POINT;
12. S 15° 58' 09" E FOR A DISTANCE OF 180.61' TO A POINT;
13. N 75° 22' 28" E FOR A DISTANCE OF 38.07' TO A POINT;
14. N 11° 49' 25" W FOR A DISTANCE OF 6.42' TO A POINT;
15. N 77° 50' 09" E FOR A DISTANCE OF 136.02' TO A POINT;
16. N 77° 50' 14" E FOR A DISTANCE OF 45.56' TO A POINT;
17. S 57° 09' 45" E FOR A DISTANCE OF 99.89' TO A POINT;

18. S 23° 26' 12" E FOR A DISTANCE OF 375.45' TO A POINT;
 19. S 80° 48' 56" E FOR A DISTANCE OF 327.05' TO A POINT;
 20. N 72° 36' 52" E FOR A DISTANCE OF 113.29' TO A POINT;
 21. S 79° 45' 24" E FOR A DISTANCE OF 418.47' TO A POINT;
 22. S 73° 26' 13" E FOR A DISTANCE OF 367.17' TO A POINT;
 23. S 54° 42' 20" E FOR A DISTANCE OF 220.56' TO A POINT;
 24. S 38° 14' 45" E FOR A DISTANCE OF 70.11' TO A POINT;
 25. N 02° 01' 22" E FOR A DISTANCE OF 362.04' TO A POINT;
 26. N 04° 17' 25" E FOR A DISTANCE OF 281.50' TO A POINT;
 27. N 03° 41' 06" E FOR A DISTANCE OF 383.22' TO A POINT;
 28. N 26° 03' 32" W FOR A DISTANCE OF 133.65' TO A POINT;
 29. N 46° 52' 30" W FOR A DISTANCE OF 349.80' TO A POINT;
 30. N 24° 52' 32" W FOR A DISTANCE OF 494.65' TO A POINT;
 31. N 70° 03' 23" W FOR A DISTANCE OF 33.65' TO A POINT;
 32. S 64° 48' 21" W FOR A DISTANCE OF 213.95' TO A POINT;
 33. N 70° 11' 38" W FOR A DISTANCE OF 146.97' TO A POINT;
 34. S 85° 29' 54" W FOR A DISTANCE OF 183.25' TO A POINT;
 35. S 44° 52' 04" W FOR A DISTANCE OF 172.36' TO A POINT;
 36. N 45° 07' 56" W FOR A DISTANCE OF 5.00' TO A POINT;
 37. S 68° 11' 15" W FOR A DISTANCE OF 366.48' TO A POINT;
 38. S 78° 27' 59" W FOR A DISTANCE OF 373.65' TO A POINT;
 39. S 87° 19' 33" W FOR A DISTANCE OF 269.80' TO A POINT;
 40. N 84° 17' 04" W FOR A DISTANCE OF 197.09' TO A POINT LOCATED IN THE CENTERLINE OF WALDRON ROAD;

THENCE, WITH SAID CENTERLINE, N 08° 13' 04" E FOR A DISTANCE OF 20.02' TO A POINT;
 THENCE, THROUGH THIS PROPERTY, THE FOLLOWING (19) CALLS:

1. S 84° 17' 04" E FOR A DISTANCE OF 194.75' TO A POINT;
 2. N 87° 19' 33" E FOR A DISTANCE OF 266.79' TO A POINT;
 3. N 78° 27' 59" E FOR A DISTANCE OF 370.31' TO A POINT;
 4. N 68° 11' 15" E FOR A DISTANCE OF 347.93' TO A POINT;
 5. N 44° 52' 04" E FOR A DISTANCE OF 181.41' TO A POINT;
 6. S 45° 07' 56" E FOR A DISTANCE OF 5.00' TO A POINT;
 7. N 85° 29' 54" E FOR A DISTANCE OF 202.64' TO A POINT;
 8. S 70° 11' 38" E FOR A DISTANCE OF 142.99' TO A POINT;
 9. N 64° 48' 21" E FOR A DISTANCE OF 213.98' TO A POINT;
 10. S 70° 03' 23" E FOR A DISTANCE OF 27.16' TO A POINT;
 11. N 14° 27' 53" W FOR A DISTANCE OF 124.33' TO A POINT;
 12. N 11° 58' 07" W FOR A DISTANCE OF 318.14' TO A POINT;
 13. N 53° 02' 02" W FOR A DISTANCE OF 333.81' TO A POINT;
 14. N 37° 58' 11" W FOR A DISTANCE OF 349.53' TO A POINT;
 15. N 53° 57' 29" W FOR A DISTANCE OF 224.04' TO A POINT;
 16. N 35° 23' 48" W FOR A DISTANCE OF 366.88' TO A POINT;
 17. N 23° 27' 22" W FOR A DISTANCE OF 178.84' TO A POINT;
 18. N 73° 22' 05" W FOR A DISTANCE OF 329.87' TO A POINT;
 19. N 84° 42' 27" W FOR A DISTANCE OF 150.98' TO A POINT LOCATED IN THE CENTERLINE OF WALDRON ROAD;

THENCE, WITH SAID CENTERLINE, N 07° 00' 30" E FOR A DISTANCE OF 20.01' TO A POINT;
 THENCE, THROUGH THIS PARCEL, THE FOLLOWING CALLS:

1. S 84° 42' 27" E FOR A DISTANCE OF 152.37' TO A POINT;
 2. S 73° 22' 05" E FOR A DISTANCE OF 329.77' TO A POINT;
 3. N 38° 38' 58" E FOR A DISTANCE OF 63.52' TO A POINT;
 4. N 40° 51' 47" E FOR A DISTANCE OF 111.05' TO A POINT;
 5. N 23° 08' 46" E FOR A DISTANCE OF 95.00' TO A POINT;
 6. N 09° 00' 26" E FOR A DISTANCE OF 154.14' TO A POINT;
 7. N 09° 00' 26" E FOR A DISTANCE OF 84.00' TO A POINT;
 8. N 09° 00' 26" E FOR A DISTANCE OF 116.02' TO A POINT;
 9. N 04° 01' 55" E FOR A DISTANCE OF 163.01' TO A POINT;
 10. N 55° 25' 26" W FOR A DISTANCE OF 191.08' TO THE **POINT OF BEGINNING**.

HAVING AN AREA OF 257,411 SQUARE FEET, 5.909± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO JAMES N. JR. & DONNA RENETA McFARLIN BY DEED OF RECORD IN BOOK 2195, PAGE 1040 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Temporary Easement

There will be a temporary construction easement extending five (5) feet beyond the limits of the twenty (20) foot permanent easement to provide a total width of temporary construction easement to be thirty (30) feet. This temporary easement will expire upon completion of the proposed sewer project.

HAVING AN AREA OF 343,206 SQUARE FEET, 7.879± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO JAMES N. JR. & DONNA RENETA

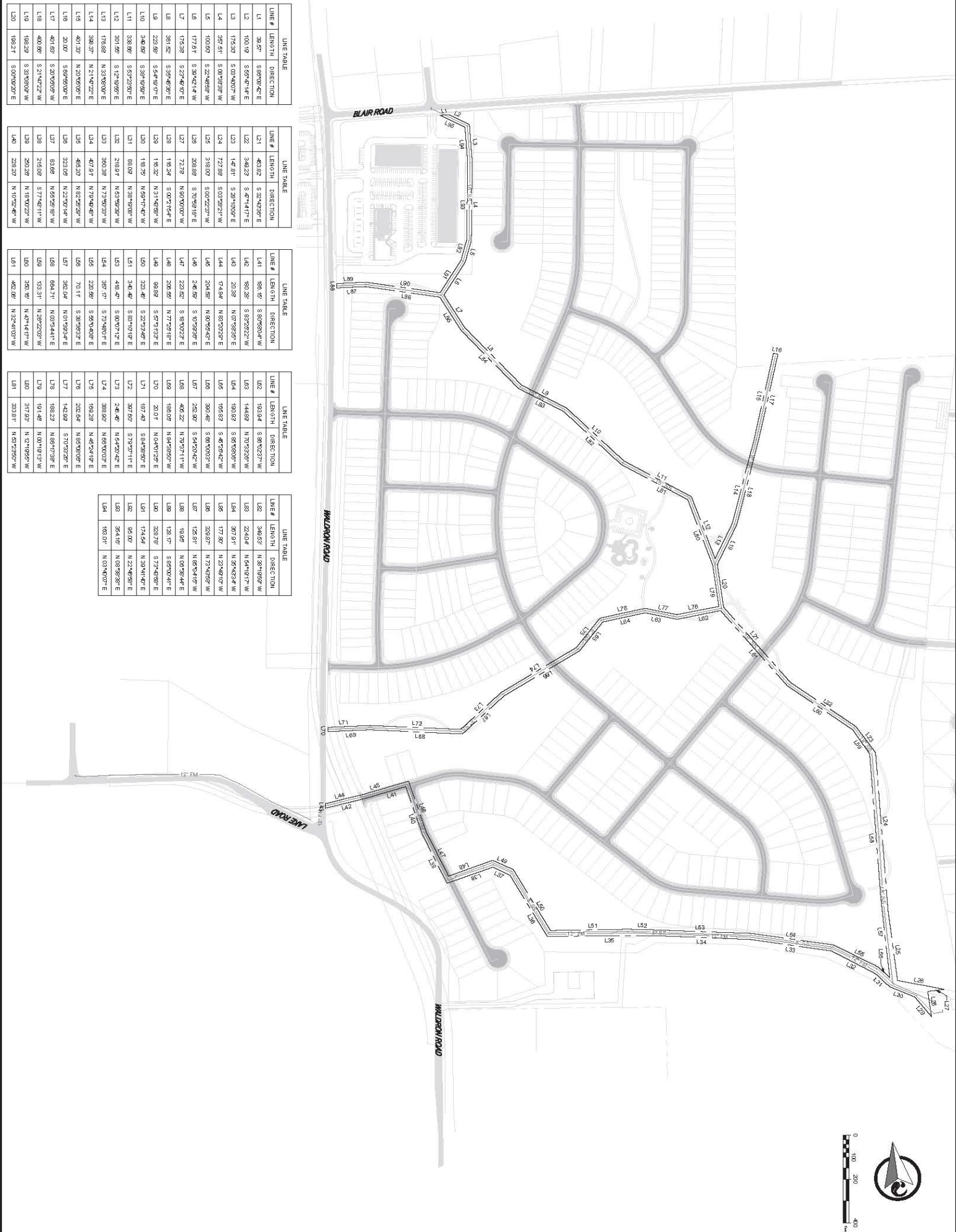
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.67'	S 89°28'42"E
L2	101.12'	S 55°47'49"E
L3	176.90'	S 03°40'07"W
L4	387.81'	S 03°38'23"W
L5	100.60'	S 22°46'59"W
L6	177.61'	S 30°42'14"W
L7	173.58'	S 23°46'07"E
L8	281.42'	S 54°46'37"E
L9	223.86'	S 54°46'37"E
L10	340.69'	S 38°19'59"E
L11	358.89'	S 65°23'59"E
L12	301.66'	S 12°19'59"E
L13	170.83'	N 33°30'39"E
L14	388.37'	N 21°47'22"E
L15	401.33'	N 20°30'07"E
L16	20.00'	S 69°50'09"E
L17	401.63'	S 20°30'09"W
L18	400.89'	S 21°47'22"W
L19	168.29'	S 20°30'09"W
L20	188.24'	S 00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	483.82'	S 32°43'29"E
L22	344.23'	S 47°14'17"E
L23	147.81'	S 28°16'09"E
L24	727.88'	S 03°28'21"W
L25	318.00'	S 00°22'23"W
L26	208.88'	S 70°55'19"E
L27	72.79'	N 30°10'00"W
L28	116.24'	S 00°11'04"E
L29	116.32'	N 31°42'08"W
L30	118.75'	N 59°17'40"W
L31	88.09'	N 38°19'08"W
L32	218.91'	N 53°09'39"W
L33	380.38'	N 78°46'48"W
L34	407.81'	N 78°46'48"W
L35	465.20'	N 82°28'28"W
L36	323.09'	N 22°30'44"W
L37	83.69'	N 65°26'04"W
L38	216.08'	S 77°46'11"W
L39	260.29'	N 18°00'23"W
L40	228.20'	N 10°22'49"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	188.15'	S 80°50'44"W
L42	180.26'	S 53°28'22"W
L43	20.33'	N 07°28'29"E
L44	174.84'	N 83°23'29"E
L45	201.60'	N 80°46'49"E
L46	246.69'	S 10°33'29"E
L47	228.02'	S 18°00'29"E
L48	116.24'	N 77°59'19"E
L49	90.83'	S 67°13'39"E
L50	325.40'	S 22°53'46"E
L51	340.40'	S 81°01'49"E
L52	418.40'	S 80°07'12"E
L53	395.17'	S 73°48'07"E
L54	395.17'	S 73°48'07"E
L55	220.69'	S 65°40'09"E
L56	70.11'	S 38°58'39"E
L57	382.04'	N 01°59'24"E
L58	664.71'	N 03°34'41"E
L59	133.31'	N 29°25'03"W
L60	350.18'	N 47°14'17"W
L61	465.09'	N 32°41'03"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L62	103.24'	S 80°02'37"W
L63	144.69'	N 70°33'29"W
L64	140.03'	S 67°08'06"W
L65	165.63'	S 46°26'42"W
L66	300.48'	S 80°00'03"W
L67	282.80'	S 64°20'42"W
L68	405.22'	N 70°37'11"W
L69	188.09'	N 64°08'07"W
L70	20.07'	N 04°01'29"E
L71	187.40'	S 84°28'59"E
L72	307.80'	S 79°57'11"E
L73	246.46'	N 64°20'42"E
L74	388.90'	N 66°00'03"E
L75	188.23'	N 46°24'19"E
L76	202.84'	N 55°00'09"E
L77	142.09'	S 70°42'26"E
L78	188.23'	N 66°17'38"E
L79	161.48'	N 00°19'12"W
L80	317.93'	N 12°19'55"W
L81	333.81'	N 63°23'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L82	346.53'	N 38°10'59"W
L83	224.04'	N 64°19'17"W
L84	307.91'	N 35°46'24"W
L85	177.80'	N 23°46'07"W
L86	238.87'	N 73°46'59"W
L87	125.81'	N 65°04'19"W
L88	18.98'	N 04°55'44"E
L89	128.17'	S 69°00'41"E
L90	328.78'	S 73°48'08"E
L91	174.54'	N 30°41'42"E
L92	66.00'	N 22°46'59"E
L93	264.18'	N 63°28'38"E
L94	183.01'	N 03°40'07"E



3254 BRIMLEY RD., SUITE 310 NASHVILLE, TN 37214 615-838-8800			LA VERGNE, TENNESSEE WALDRON ROAD SEWER ASSESSMENT ZONE				
JOB NO. N21003 ISSUE DATE MAY 31, 2023 DRAWING NO.			EASEMENTS				

	CONVEYANCE TO A MUNICIPALITY - EXEMPT TRANSACTION Property Address: Waldron Road La Vergne, TN 37086 Map/Parcel: Map 32, P/O Parcel 4.00	
THIS INSTRUMENT WAS PREPARED BY CTI ENGINEERS, LLC 3354 PERIMETER HILL DRIVE, SUITE 140 NASHVILLE, TN 37211		
DEDICATION OF PROPERTY TO CONSTRUCT THE IVY POINT PUMP STATION		
Address of New Owner(s) as follows:		
City of La Vergne		
5093 Murfreesboro Rd.		
La Vergne, TN 37086		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

James N. McFarlin, Jr. & Donna Reneta McFarlin

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

City of La Vergne, a Tennessee Municipal Corporation

HEREINAFTER CALLED THE GRANTEES, ITS SUCCESSORS AND ASSIGNS, FOREVER The following described parcel of real estate together with all necessary rights of ingress and egress to and from said parcel of real estate for the construction, intersection, and improvement of the sanitary sewer system. Said property is more particularly described as:

Parcel

Being land in Rutherford County and part of parcel described as Map 32, Parcel 004 along Waldron Road in the City of La Vergne of approximately 215 acres; and adjacent to existing property owned by the City of La Vergne, a parcel described as Map 32, Parcel 004.01 with an address of 7011 Inglenook Drive, La Vergne, 37167 and of approximately 0.058 acres. See attached Exhibit 1. The following parcel will be adjacent to the existing Map 32, Parcel 004.01 is described as follows:

The point of beginning being the SE property corner of the existing parcel Map 32, Parcel 004.01; thence turning S 00° 00' 00", going a distance of 9.55 feet more or less to a point on the common property line of parcel Map 32G, Group C, Parcel 15.0; thence turning S 90° 00' 00" West, going a distance of 144.52 feet, more or less; thence N 00° 00' 00" W, going a distance of 116.60 feet, more or less; thence N 90° 00' 00" E, 94.10 feet, more or less; thence turning S 59° 00' 00" E, going a distance of 56.60 feet more or less; to a point being the middle of the right of way of Inglenook Drive; thence in a southerly direction 26.5' more or less, along the right of way to the NE corner of the parcel described as Map 32, Parcel 4.1; thence in a westerly direction with the property line to the NW corner of the same parcel; thence in a southerly direction along the property line to the SW corner of the same parcel, thence in an easterly direction along the property line to the SE to the point of the beginning of the SE corner of the parcel described as Map 32, Parcel 4.1. Total area being 0.37 acres, more or less.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO JAMES N. JR. & DONNA RENETA McFARLIN BY DEED OF RECORD IN BOOK 2195, PAGE 1040 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the City of La Vergne, its successors and assigns forever.

Granter covenants with said City of La Vergne that Granter is lawfully seized and possessed of said real estate, has a good right to convey the same, and that it is unencumbered.

Granter further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said City of La Vergne, its successors and assigns, against the lawful claims of all persons whomsoever.

Granter acknowledges that the compensation received for this conveyance includes compensation in full for any incidental damages to the remainder of their property.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

_____ Date: _____

James N. McFarlin, JR

_____ Date: _____

Donna Reneta McFarlin

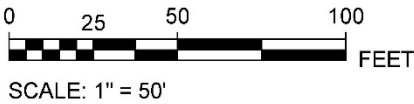
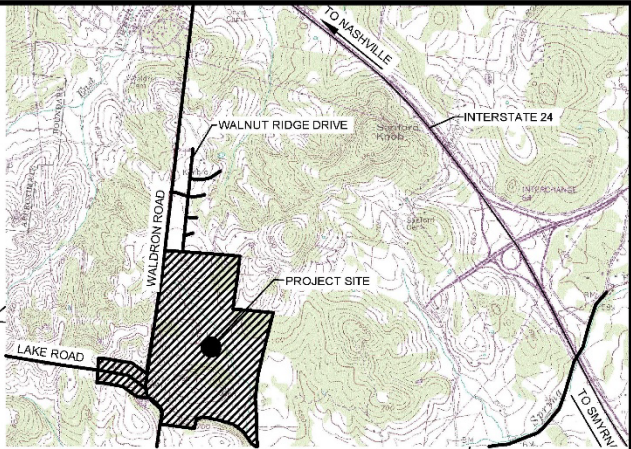
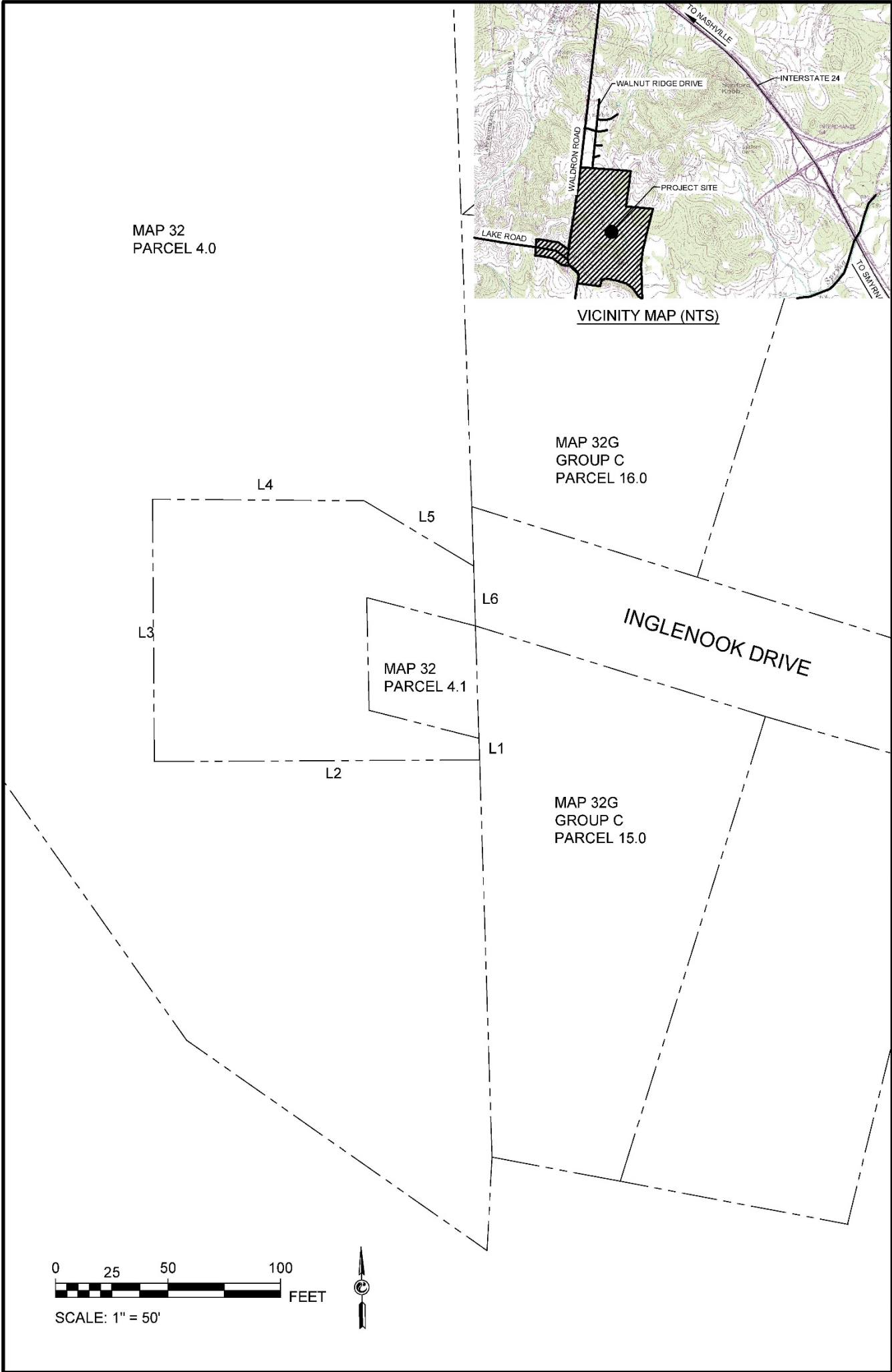
STATE OF _____
COUNTY OF _____

Personally appeared before me, a Notary Public of said County and State,
_____ and _____ the within named Grantor(s), with
whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and
who acknowledged that he/she/they executed the within instrument for the purposes therein
contained, and who further acknowledged that he/she is and is authorized to execute the
within instrument by signing his/her name as such _____ and

Witness my hand, at office, this _____ day of _____, _____

NOTARY PUBLIC

My Commission Expires: _____



 CTIENGINEERS 3354 PERIMETER HILL DR, SUITE 140 NASHVILLE, TN 37211 615-834-8300	SCALE: 1" = 50'	REVISIONS
	WALDRON ROAD SEWER	
	SEWER ASSESSMENT ZONE	
		EXHIBIT 1
	DATE:	MAY 2023
	DRAWING NO.	C-0XX

EXHIBIT 1



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: JUNE 27, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: 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 Holzmänn	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 Holzmänn, and Daniel Pazych will expire at the end of June. All three members would like to remain on this committee. We have been advertising these positions on Channel 3 and Social Media, but have not received any additional applications.

Current Applicants:

- Graeme Coates
- Nathaniel Holzmänn
- Daniel Pazych



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M E M O

DATE: JUNE 27, 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 Thursday, July 6, 2023, I will remove this item from the agenda.



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M E M O

DATE: JUNE 27, 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 continue to 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 Thursday, July 6, 2023, I will remove this item from the agenda.