

WORKSHOP AGENDA

Board of Mayor and Aldermen

July 27, 2023 @ 6:30 PM

For the August 1, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: July 6, 2023 Public Hearing and July 6, 2023 Regular Meeting.
2. Presentations:
 - A. Citizen of the Year. (Meeting only.)
 - B. New La Vergne High School Program - Carpe Artista. (Workshop only.)
3. Public Comment Period.
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 #2023-17** - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding the Sewer Rates and Tap Fees for the Blair Road Sewer Basin.

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. Bid Amendment - Police Department Uniforms Price Increase.
 2. Sourcewell Contract Pricing - Furniture for Fire Station #41.

3. State Contract Pricing - Motorola Radios and Equipment for the Fire Department.
 4. OMNIA Partners Contract Pricing - Fitness Area Surfacing and Equipment for Veteran's Memorial Park.
 5. State Contract Pricing - Skid Steer for the Stormwater Department.
 6. Ratify Sole Source Purchase - Replacement Cameras for Channel 3 in Boardroom.
 7. Sourcewell Contract Pricing - Asphalt Hot Box Trailer for the Street Department.
 8. Sole Source Purchase - Muffin Monster Grinder Replacement at Fergus Road Sewer Lift Station.
 9. OMNIA Partners Contract Pricing - Body Worn Cameras for the Police Department.
- B. Approve Change Order No. 1 to Amend the Professional Services Agreement with Johnson + Bailey Architects P.C. dated July 29, 2021 - New Fire Station 41 Building.
 - C. Approve Street Paving with Hawkins Asphalt Paving, LLC for Fiscal Year 2023-2024.
 - D. Approve City Hall Parking Lot and Driveway Paving with Hawkins Asphalt Paving, LLC and Striping with Kerr Bros. & Associates.
 - E. Ratify the Approval of Grant Contract #2426-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.
 - F. Ratify the Approval of Addendum #1 to the Professional Services Agreement with Ralph Andersen & Associates for the Recruitment of the Police Chief.
 - G. Approve Sourcewell Furniture Program Participation Agreement with HiTouch Business Services, LLC.
 - H. Approve Sponsorship Agreement with TDS Telecommunications, LLC d/b/a TDS Telecom for Sponsorship of the La Vergne Fall Festival through 2025.
 - I. Approve Memorandum of Understanding (MOU) with Motlow State Community College for Non-Credit Instruction for Fire Department Advanced Emergency Medical Technician Training.
 - J. Approve Change Order No. 2 to the Contract with Romach, Inc. for the Construction of Fire Station 41.
 - K. Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.

NEW BUSINESS

7. First Reading - **Ordinance #2023-18** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
8. First Reading - **Ordinance #2023-19** - An Ordinance to Amend the Fiscal Year 2023-2024 Drug Fund Budget.

9. First Reading - **Ordinance #2023-20** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.
10. **Resolution #2023-16** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners "Safety Partners" Matching Grant Program.
11. Motion to Approve a Sewer Agreement with BRS Development, LLC for the Sewer Line Extension Project for Arbor Ridge.
12. Appoint or Remove Board / Committee Members:
 - A. Historical Preservation Advisory Committee. (One term is vacant.)
 - B. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
13. Discussion - Nonprofit Donation Request - La Vergne Housing Authority.

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 JULY 6, 2023 AT LA VERGNE
CITY HALL, LA VERGNE, TENNESSEE.**

Call to Order

The July 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 #2023-16 - An Ordinance to Adopt the New City of La Vergne Zoning Ordinance and Zoning Map.

Ms. Kim Gentry, 1047 Waldron Road, approached the podium and spoke against the zoning ordinance and map.

No one else spoke.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:32 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 JULY 6, 2023 AT LA VERGNE
CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

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

ORDER OF BUSINESS

1. **Approve Minutes: June 6, 2023 Public Hearing and June 6, 2023 Regular Meeting.**

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the June 6, 2023 Public Hearing and June 6, 2023 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. **Public Comment Period.**

No one spoke.

3. **Department Reports:**

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

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

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

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

E. Finance Department. Ms. Tonya Williams gave the report for the Finance Department.

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

OLD BUSINESS**4. Second Reading - Ordinance #2023-15 - An Ordinance to Amend the La Vergne Municipal Code Regarding the Order of Business and Public Comment Periods at Meetings.**

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

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

CONSENT AGENDA**5. Consent Agenda Items:**

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

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

NEW BUSINESS**6. 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 motion made by Mayor Cole, seconded by Alderman Hobbs, to send Ordinance #2023-16 back to the Planning Commission to make needed changes, was adopted following a roll-call vote.

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

7. 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.

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2023-17 on first reading was adopted following a roll-call vote.

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

8. **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.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Hobbs to approve Resolution #2023-15.

Alderman Hobbs asked if the City was obligated to sell to the business owner if he provided his own appraisal. Mayor Cole stated no and explained the resolution.

City Attorney Evan Cope stated the language should state that it would be a proposed contract to bring back to the Board to vote on.

Vice-Mayor Noe made comments about the resolution.

The resolution was adopted following a roll-call vote.

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

9. **Appoint or Remove Board / Committee Members:**

A. **Economic Development Advisory Committee.** Mayor Cole reappointed Graeme Coates, Nathaniel Holzmänn, and Daniel Pazych to the Economic Development Advisory Committee. The Board confirmed the appointment with all voting AYE.

10. **Motion to Award Structural Inspection and Testing Services Contract for Public Works and Community Development Services Facility.**

A motion was made by Alderman Haas, seconded by Mayor Cole, to award the Structural Inspection and Testing Services contract.

Mayor Cole explained that this was part of the budget that was approved with the new Public Works and Community Development Services Facility.

The motion was approved following a roll call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to check on the elderly and their pets.

Alderman Hobbs thanked the Parks and Recreation Department for a great Independence Day celebration. She asked everyone to wear their life jackets on the water.

Alderman Haas thanked the Parks and Recreation, Stormwater, and Engineering Departments.

Vice-Mayor Noe thanked the Parks and Recreation, Public Works, Police, and Fire Departments for a great Independence Day celebration. He also thanked the brush truck drivers for the City.

Mayor Cole thanked the Parks and Recreation, Public Works, Police, Fire, and Media Departments for a great Independence Day celebration. He also thanked everyone for attending the BJ's Wholesale grand opening.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:43 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Second 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: July 27, 2023

Item Title: Bid Amendment - Police Department Uniforms Price Increase.

Department: Finance

Presented By: Felicia Anderson

Item Attachments:

1. Price Increase Letter
2. Blauer 2023 Price Increases

Summary:

In December 2021, the Board awarded the bid for Police Department Uniforms to CMS Uniforms & Equipment, Inc. Due to increases in their supply chain, they are requesting a price increase for the uniforms that we purchase for the Police Department.

Background Information:

A letter was received from CMS regarding their increased costs to provide uniforms for the Police Department. They are requesting a 5% increase to help offset the price increases from their suppliers. They also submitted a letter from one of their suppliers that shows how their costs have increased over the last year. Considering the recent inflation rates that we have seen in all areas of purchasing, this is an understandable request. If the board chooses not to approve the increase, then the city will have to rebid the Police Department uniforms and there is no way to know what the new costs would be.

Financial Summary:

The uniforms are budgeted items, so as long as the Police Department monitors the spending in this line item, there shouldn't be any issues of staying within budget.

Staff Recommendation:

Staff recommends approval.



THANK YOU FOR YOUR BUSINESS!

615-726-0009 – WWW.CMSUNIFORMS.COM

July 13, 2023

Felicia,

As a result of the increased volatility in the supply chain- including multiple price increases from our manufacturers, suppliers, and service providers- CMS Uniforms & Equipment, Inc. request a 5% price increase on the current contract pricing for the next 12 months.

We appreciate your business and understanding during this inflationary period in our economy and look forward to working with the City of La Vergne.

Respectfully yours,

Chris L. Boyd- Sales Executive
Vice President



Blauer Manufacturing Company
20 Aberdeen Street
Boston, MA 02215
USA

January 5, 2023

To Whom It May Concern:

Blauer's January 2023 price list includes increases on most items in our line year-over-year for both the 12 month and six-month trailing periods. The average price increase for the period from January 2022 to January 2023 is 8%. The average price increase for the period of July 15, 2022 to January 1, 2023 is 3%. These price increases are necessary to cover labor, material and freight cost increases. Included with this letter is an item-by-item summary of the price increases for the period of January 1, 2022 to January 1, 2023.

Sincerely,

Thomas Ames
Vice President – Business Development
Blauer Manufacturing Company
tames@blauer.com



January 1, 2022 to January 1, 2023 Price Increases by Style

STYLE	DESCRIPTION	Price Increase (Jan '22 to Jan '23)
101	Hat Cover	11%
107	Reversible Hat Cover	8%
122	USPS Rain Hood	15%
123	Snap-on Rain Hood	10%
125	Watch Cap	10%
125XCR	Lined Watch Cap	9%
132	USPS Rain Leggings	15%
134	B.DRY® Rain Pants	8%
134-1	Hi-Vis B.DRY® Rain Pants	8%
137	BDU Garters	15%
143	USPS Rain Pants	14%
143BD	USPS B.DRY® Rain Pants	15%
156	ID Arm Band	9%
160	Skull Cap	8%
161	Fleece Skull Cap	11%
172	4-Way Duty Belt Suspenders	N/A
173	Duty Belt Suspenders	N/A
174-1	ArmorSkin® Suspension System	3%
182	Fitted Cap	9%
182-1	Adjustable Stretch Cap	9%
182-1PG	Adjustable Cap - Gold POLICE Logo	9%
182-1PS	Adjustable Cap - Silver POLICE Logo	9%
182-1SEG	Adjustable Cap- Gold SECURITY Logo	9%
182-1SES	Adjustable Cap - Silver SECURITY Logo	9%
182-1SG	Adjustable Cap - Gold SHERIFF Logo	9%
183	Softshell Insulated Ball Cap	N/A
184	TenX™ BDU Cap	8%
185	B.DRY® Adjustable Cap	10%
186	HI-Vis Cap	10%
188	B.COOL® Performance Cap	3%
188SG	B.COOL® Performance Cap - Gold SHERIFF Logo	2%
189	B.COOL® Performance Visor	11%
195	Artic Trooper Cap	8%
197	Flex RS™ Fitted Cap	9%
198	Flex RS™ Air Vent Adjustable Cap	9%

225	Fleece-Lined V-Neck Sweater	10%
227	Fleece-Line Zip Front Sweater	11%
228	Fleece-Lined Quarter Zip Sweater	11%
236	B.DRY® Reversible Rain Jacket	11%
243	USPS Rain Jacket	15%
243BD	USPS B.DRY® Rain Jacket	14%
26950	B.DRY® All Purpose 3-in-1 Jacket	7%
26950-40	B.DRY® All Purpose Jacket with Job Shirt Liner (4640X)	7%
26950-50	B.DRY® All Purpose Jacket with Fleece Liner (4650)	9%
26950-60	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4660)	9%
26950-65	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4665)	7%
26950-70	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4670)	7%
26950-75	B.DRY® All Purpose Jacket with Hybrid Liner (4675)	7%
26976-1	B.DRY® All Purpose Raincoat	7%
26990	Reversible Raincoat	14%
26991	Reversible Rain Jacket	13%
315	I.D. Jacket	8%
339	Breakaway Safety Vest	8%
339F	Breakaway Safety Vest	8%
339P	Breakaway Safety Vest	8%
339S	Breakaway Safety Vest with Stock Logo	8%
343	Zip-Front Breakaway Safety Vest	8%
343F	Zip-Front Breakaway Safety Vest	7%
343P	Zip-Front Breakaway Safety Vest	7%
343R	Zip-Front Safety Vest with Oralite	7%
343R-F	Safety Vest with Oralite with Stock Logo	8%
343R-P	Safety Vest with Oralite with Stock Logo	8%
343R-S	Safety Vest with Oralite with Stock Logo	8%
343S	Zip-Front Breakaway Safety Vest with Stock Logo	7%
360	TechLite Bike Jacket	7%
4605	SoftShell Fleece Pullover	8%
4630X	Cotton Job Shirt	9%
4640X	Cotton Zip Front Job Shirt	8%
4650	Fleece Jacket with Polartec® Wind Pro®	12%
4660	Softshell Fleece Jacket	11%
4665	Lightweight SoftShell Fleece Jacket	8%
4670	Colorblock Softshell Fleece Jacket	7%
4675	Hybrid Softshell Fleece Jacket	7%
4685	Station Jacket	7%
6001	B.DRY® Reversible Bomber Jacket	7%
6110	Lightweight B.DRY® Jacket	7%
6115	Lightweight Bomber with Pile Collar	7%
6120	B.DRY® 3-Season Jacket	7%

6125	B.DRY® 3-Season Jacket and Pile Collar	7%
633	USPS Rain Coat	15%
633RC	USPS Rain Cape	15%
736	B.DRY® Reversible Rain Jacket	10%
8006	Boxer Briefs	N/A
8100X	Turtleneck	7%
8109	Dickey	10%
8110X	Mock Turtleneck	8%
8119	Mock Dickey	10%
8120X	Compression Shirt	9%
8125X	V-Neck Compression Shirt	N/A
8126	Performance Polo Shirt	N/A
8129	Performance Zip Polo Shirt	8%
8131-1	Bicomponent Polo Shirt	8%
8131-3	Bicomponent Polo with Pocket	8%
8133	Colorblock Performance Polo Shirt	5%
8134	Performance Pro Polo Shirt	5%
8137	ANSI Certified Polo Shirt	5%
8141-1	Bicomponent LS Polo Shirt	7%
8143	Colorblock Performance LS Polo Shirt	5%
8144	Performance Pro LS Polo Shirt	5%
8147	ANSI Certified LS Polo Shirt	6%
8160	Performance Patrol Polo Shirt	8%
8161	Bicomponent Polo Shirt with Pocket	N/A
8165	Performance Patrol LS Polo Shirt	8%
8166	Bicomponent LS Polo with Pocket	N/A
8175	QuickHeat Mock Turtleneck	7%
8203	ResponderFR™ LS Shirt	10%
8213	ResponderFR™ Shirt	10%
8215	6-Pocket 100% Cotton Pants	14%
8230	ResponderFR™ Work Pants	10%
8235	ResponderFR™ Cargo Pants	9%
8236	ResponderFR™ Cargo Shorts	9%
8245	6-Pocket 100% Cotton Shorts	14%
8250	4-Pocket 100% Cotton Pants	10%
8255	100% Cotton LS Shirt	10%
8256	100% Cotton Shirt	10%
8260	ResponderFR Long Sleeve SuperShirt	N/A
8265	ResponderFR Short Sleeve SuperShirt	N/A
8271	ResponderFR Long Sleeve Base Shirt	N/A
8272	ResponderFR Short Sleeve Base Shirt	N/A
8290	100% Cotton Polo Shirt	6%
8310	Action Tri-Blend T-Shirt	5%

8315	Action Tri-Blend LS T-Shirt	6%
8335	Pursuit Training Shorts	N/A
8340	Colorblock Armorskin® Polo	N/A
8350Xp	Ruggedized ArmorSkin® XP	10%
8355XP	Zip-Front ArmorSkin	12%
8360XP	Flex RS™ ArmorSkin® XP	13%
8361	Flex RS™ ArmorSkin® LS Base Shirt	13%
8362	Flex RS™ ArmorSkin® Base Shirt	13%
8370XP	Polyester ArmorSkin® XP	9%
8371	Polyester ArmorSkin® LS Base Shirt	10%
8372	Polyester ArmorSkin® Base Shirt	9%
8373	Polyester ArmorSkin® Winter LS Base Shirt	10%
8374	FlexHeat™ Base Shirt	10%
8375XP	ArmorSkin® XP TacVest	12%
8421	Cotton Blend Shirt	6%
8431	Cotton Blend LS Shirt	6%
8436	Wool Blend LS SuperShirt®	11%
8436-1	Wool Blend LS SuperShirt with Flat Pockets	11%
8446	Wool Blend SuperShirt®	11%
8446-1	Wool SuperShirt with Flat Pockets	11%
8450	Wool Blend LS Shirt	11%
8460	Wool Blend Shirt	10%
8470-1	Wool ArmorSkin®	9%
8470-3	LAPD Wool ArmorSkin®	10%
8470XP	Wool ArmorSkin® XP	10%
8471	Wool Blend ArmorSkin® LS Base Shirt	10%
8471-3	LAPD Wool ArmorSkin® LS Base Shirt	10%
8472	Wool Blend ArmorSkin® Base Shirt	10%
8472-3	LAPD Wool ArmorSkin® Base Shirt	10%
8473	Wool Blend ArmorSkin® Winter Base Shirt	9%
8555T	4-Pocket Wool LT Pants	7%
8560P10T	10-Pocket Wool Pants	8%
8560P8FT	8-Pocket Wool Pants	8%
8560T	4-Pocket Wool Pants	8%
8561-1	Wool Active Duty Pants	8%
8561P6T	6-Pocket Wool Pants	8%
8561P7T	7-Pocket Wool Pants	8%
8565T	Side-Pocket Wool Pants	9%
8567T	6-Pocket Wool Pants	8%
8574	Flex Pro Work Pant	N/A
8577	Flex Pro Covert Cargo Pant	13%
8585	ClassAct® Dress Pants	-9%
8685	ClassAct® Dress Pants	N/A

8590	ClassAct® Single Breasted Dress Coat	-18%
8690	ClassAct® Single Breasted Dress Coat	N/A
8600-Z	Zippered Polyester LS Shirt	11%
8610-Z	Zippered Polyester Shirt	11%
8613T	Metro NY Flex RS™ Cargo Pants	13%
8632	Flex RS™ BDU Long Sleeve Shirt	N/A
8642	Flex RS™ BDU Short Sleeve Shirt	N/A
8650P61T	Polyester Pants	12%
8650T	4-Pocket Polyester Pants	13%
8652P8FT	8-Pocket Polyester Pants	9%
8655T	Side-Pocket Polyester Pants	13%
8657T	6-Pocket Polyester Pants	13%
8662	Flex RS™ BDU Pants	N/A
8664	Flex RS™ Work Pants	13%
8665	Flex RS™ Cargo Pants	17%
8666	Flex RS™ Covert Tactical Pants	13%
8667	Flex RS™ Covert Tactical Shorts	13%
8670	Polyester LS SuperShirt®	13%
8671	Flex RS™ LS SuperShirt®	10%
8675	Polyester SuperShirt®	15%
8676	Flex RS™ SuperShirt®	13%
8690P61	6-Pocket Wool Pants	5%
8705	StreetGear® Flex LS Shirt	6%
8705W	Women's StreetGear® Flex LS Shirt	N/A
8706	NJ State Police LS Shirt	5%
8715	StreetGear® Flex Shirt	6%
8715NY	NY Metro StreetGear® Flex Shirt	6%
8715W	Women's StreetGear® Flex Shirt	N/A
8716	NJ State Police Shirt	5%
8731	TenX™ BDU LS Shirt	10%
8741	TenX™ BDU Shirt	8%
8760	Recruit LS Shirt	N/A
8765	Recruit SS Shirt	N/A
8770	NJ Cotton ArmorSkin®	N/A
8771	NJ Cotton LS ArmorSkin® Base Shirt	N/A
8772	NJ Cotton ArmorSkin® Base Shirt	N/A
8780XP	TenX™ ArmorSkin® XP	N/A
8781	TenX™ ArmorSkin® LS Base Shirt	N/A
8782	TenX™ ArmorSkin® Base Shirt	N/A
8810T	StreetGear® Flex Cargo Pants	8%
8813T	Metro NY StreetGear® Flex Cargo Pants	2%
8821X	4-Pocket Cotton Pants	8%
8822z	FlexForce Zip-Off Bike Pants	10%

8823	Tactical Pants with Stretch	9%
8824	TenX™ Work Pants	10%
8826	NJ DOC Pants	5%
8827	NJ SP Pants	5%
8829	TenX™ EMT Pants	6%
8831	TenX™ BDU Pants	5%
8833	FlexHeat Detail Pant	7%
8836	TenX™ Tactical Pants	11%
8837	NJ State Police Ripstop Pants	5%
8842	Nylon Bicycle Shorts with Stretch	5%
8843	Compression Padded Bike Short	7%
8846	TenX™ Tactical Shorts	6%
8860	Recruit Pants	N/A
8950	4-Pocket Rayon Pants	5%
8980T	Side-Pocket Rayon Pants	11%
9123	Rain Hood for 9690 & 9691	6%
9134	GORE-TEX® Shell Pants	5%
9143	USPS All-Weather Pants	17%
9243	USPS All-Weather Jacket	17%
9265	FlexForce™ Jumpsuit	N/A
9734	B.DRY® All Weather Pants	6%
9790	Techlite Reversible Raincoat	5%
9791	Techlite Reversible Rain Jacket	5%
9815	SuperLight™ Patrol Shell Jacket	5%
9815-40	SuperLight™ Patrol Shell with Job Shirt Liner (4640X)	6%
9815-50	SuperLight™ Patrol Shell with Fleece Liner (4650)	7%
9815-60	SuperLight™ Patrol Shell with SoftShell Fleece Liner (4660)	8%
9815-65	SuperLight™ Patrol Shell with SoftShell Fleece Liner (4665)	6%
9815-70	SuperLight™ Patrol Shell with SoftShell Fleece Liner (4670)	6%
9815-75	SuperLight™ Patrol Shell with Hybrid Liner (4675)	6%
9818	SuperLight™ Flex Shell Jacket	5%
9818-40	SuperLight™ Flex Shell with Job Shirt Liner (4640X)	6%
9818-50	SuperLight™ Flex Shell with Fleece Liner (4650)	7%
9818-60	SuperLight™ Flex Shell with SoftShell Fleece Liner (4660)	7%
9818-65	SuperLight™ Flex Shell with SoftShell Fleece Liner (4665)	6%
9818-70	SuperLight™ Flex Shell with SoftShell Fleece Liner (4670)	6%
9818-75	SuperLight™ Flex Shell with Hybrid Liner (4675)	6%
9820	TacShell™ Jacket	7%
9820-40	TacShell™ Jacket with Job Shirt Liner (4640X)	7%
9820-50	TacShell™ Jacket with Fleece Liner (4650)	8%
9820-60	TacShell™ Jacket with SoftShell Fleece Liner (4660)	8%
9820-65	TacShell™ Jacket with SoftShell Fleece Liner (4665)	7%
9820-70	TacShell™ Jacket with SoftShell Fleece Liner (4670)	7%

9820-75	TacShell™ Jacket with Hybrid Liner (4675)	7%
9825Z	TacShell™ Pants	5%
9840	CROSSTECH® Response Jacket	5%
9840-40	CROSSTECH® Response Jacket with Job Shirt Liner (4640X)	6%
9840-50	CROSSTECH® Response Jacket with Fleece Liner (4650)	6%
9840-60	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4660)	7%
9840-65	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4665)	6%
9840-70	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4670)	6%
9840-75	CROSSTECH® Response Jacket with Hybrid Liner (4675)	6%
9845	CROSSTECH® Response Jacket	5%
9845-40	CROSSTECH® Response Jacket with Job Shirt Liner (4640X)	6%
9845-50	CROSSTECH® Response Jacket with Fleece Liner (4650)	6%
9845-60	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4660)	7%
9845-65	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4665)	6%
9845-70	CROSSTECH® Response Jacket with SoftShell Fleece Liner (4670)	6%
9845-75	CROSSTECH® Response Jacket with Hybrid Liner (4675)	6%
9848	B.DRY® Response Parka	5%
9848-40	B.DRY® Response Parka with Job Shirt Liner (4640X)	6%
9848-50	B.DRY® Response Parka with Fleece Liner (4650)	7%
9848-60	B.DRY® Response Parka with SoftShell Fleece Liner (4660)	7%
9848-65	B.DRY® Response Parka with SoftShell Fleece Liner (4665)	6%
9848-70	B.DRY® Response Parka with SoftShell Fleece Liner (4670)	6%
9848-75	B.DRY® Response Parka with Hybrid Liner (4675)	6%
9848V	Hi-Vis B.DRY® Response Parka	5%
9848V-40	Hi-Vis B.DRY® Response Parka with Job Shirt Liner (4640X)	6%
9848V-50	Hi-Vis B.DRY® Response Parka with Fleece Liner (4650)	7%
9848V-60	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4660)	7%
9848V-65	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4665)	6%
9848V-70	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4670)	6%
9848V-75	Hi-Vis B.DRY® Response Parka with Hybrid Liner (4675)	6%
9860	B.DRY® Parka	5%
9860-40	B.DRY® Parka with Job Shirt Liner (4640X)	6%
9860-50	B.DRY® Parka with Fleece Liner (4650)	7%
9860-60	B.DRY® Parka with SoftShell Fleece Liner (4660)	8%
9860-65	B.DRY® Parka with SoftShell Fleece Liner (4665)	6%
9860-70	B.DRY® Parka with SoftShell Fleece Liner (4670)	6%
9860-75	B.DRY® Parka with Hybrid Liner (4675)	6%
9870	SuperLight™ Shell Jacket	5%
9870-40	SuperLight™ Shell Jacket with Job Shirt Liner (4640X)	6%
9870-50	SuperLight™ Shell Jacket with Fleece Liner (4650)	7%
9870-60	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4660)	7%
9870-65	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4665)	6%
9870-70	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4670)	6%

9870-75	SuperLight™ Shell Jacket with Hybrid Liner (4675)	6%
9870V	SuperLight™ Hi-Vis Shell Jacket	5%
9870V-40	SuperLight™ Hi-Vis Shell with Job Shirt Liner (4640X)	6%
9870V-50	SuperLight™ Hi-Vis Shell with Fleece Liner (4650)	7%
9870V-60	SuperLight™ Hi-Vis Shell with SoftShell Fleece Liner (4660)	7%
9870V-65	SuperLight™ Hi-Vis Shell with SoftShell Fleece Liner (4665)	6%
9870V-70	SuperLight™ Hi-Vis Shell with SoftShell Fleece Liner (4670)	6%
9870V-75	SuperLight™ Hi-Vis Shell with Hybrid Liner (4675)	6%
9910Z	GORE-TEX® Cruiser Jacket	5%
9915Z	GORE-TEX® Ike-Length Jacket	5%
9970	GORE-TEX® Supershell® Jacket	5%
9970-40	Supershell® Jacket with Job Shirt Liner (4640X)	6%
9970-50	Supershell® Jacket with Fleece Liner (4650)	6%
9970-60	Supershell® Jacket with SoftShell Fleece Liner (4660)	7%
9970-65	Supershell® Jacket with SoftShell Fleece Liner (4665)	6%
9970-70	Supershell® Jacket with SoftShell Fleece Liner (4670)	6%
9970-75	Supershell® Jacket with Hybrid Liner (4675)	6%
9970V	GORE-TEX® Hi-Vis Supershell® Jacket	7%
9970V-40	Hi-Vis Supershell® Jacket with Job Shirt Liner (4640X)	7%
9970V-50	Hi-Vis Supershell® Jacket with Fleece Liner (4650)	8%
9970V-60	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4660)	8%
9970V-65	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4665)	7%
9970V-70	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4670)	7%
9970V-75	Hi-Vis Supershell® Jacket with Hybrid Liner (4675)	7%
AT1000	ArmaTex™ Badge Holder	8%
B001	Vise Trainers 1.5" Belt	4%
B002	Vise Trainers 1.75" Belt	3%
B003	Guardian Keeper Belt	4%
B004	Guardian II Keeper Belt	3%
B005	Guardian III Keeper Belt	4%
B006	Warden Belt	4%
B010	Nylon Defender Duty Belt	7%
B011	Leather Defender Duty Belt	5%
BB001	Defender Duty Buckle	6%
BG100	Gin Bag	3%
BG101	Silent Partner Bag	3%
CH100	Body Worn Camera Mount	0%
CH101	Body Worn Camera Mount - Wide Clips	0%
CH102	Axon Body Worn Camera Mount	0%
CL174	Suspender Clips (10-Pack)	4%
DG100	Back Up Holster	5%
FM100	Face Mask	0%
FW016LT	Clash™ LT 6" Boot	11%

FW016WP	Clash™ Waterproof 6" Boot	7%
FW016WPCT	Breach™ Composite Toe Waterproof 6" Boot	10%
FW026LT	Clash™ V2 6" Boot	N/A
FW026WP	Clash™ V2 Waterproof 6" Boot	N/A
FW034	Clash™ 4" Shoe	7%
FW036	Rift™ 6" Boot	11%
FW038WP	Rift™ 8" Waterproof Boot	5%
FW048	Assail™ Boot	7%
FW053	Crush™ Trainer	7%
FW056	Crush™ Shoe	7%
FWA002	Comfort-Tech Patrol Insoles	5%
FWA003	Comfort-Tech Sport Insoles	3%
GL101	The Frisk Glove	7%
GL102	The Clutch Glove	8%
GL103	Strike Shooting Glove	5%
GL104	Fray Glove	6%
GL105	Storm Traffic Glove	6%
GL106	Rumble Bike Glove	7%
GL107	Rumble Shorty Bike Glove	5%
GL108	Jam Glove with Knuckle Protection	5%
GL109	Squall Insulated Glove	10%
GL109WP	Squal Glove - Waterproof	6%
GL110	Bolt Traffic Glove	13%
GL111	Bolt Shorty Traffic Glove	9%
GL112	Clincher Shooting Glove	5%
GL200	Hi-Vis Flicker Glove	6%
GL201	Flicker Insulated Glove	6%
GL202	Chill Insulated Glove	6%
GL203	Hi-Vis Flicker Mitt	8%
HF9790	Hood For Styles 9790 & 9791	6%
HF9970	Hood for Styles 9970 & 9970V	5%
KE100	Reversible Slim Keepers	7%
KE101	Reversible Keepers	7%
KE102	ArmaTex Keepers	6%
KN1002B	Back Up Fixed Blade Knife	4%
KN1003	Rebel Folding Knife	3%
KN1004	Invader Folding Knife	4%
KN1006	Victor Mini Knife	6%
KN1007	Raider Fixed Blade Knife	3%
KN1008	Raider Folding Knife	3%
KN1009	Stinger Folding Knife	3%
KN1010	Patriot Folding Knife	4%
KN1011	Tactical Money Clip	80%
KN1200	Trauma Shears	N/A
LT100	Tactical Duty Pen	4%
PD9820	9820 Pull-Down Set	3%

PR100	Gun Cylinder Pen Holder	5%
PR110	Reusable Shopping Bag	7%
PR200	Storm Book	7%
SKA16	Job 6" Sock (2-Pack)	7%
SKA19	Job 9" Sock (2-Pack)	6%
SKD19	B.COOL® Compression Dress Sock (2-Pack)	6%
SKS11	B.COOL® Performance Ankle Sock (2-Pack)	7%
SKS16	B.COOL® Performance 6" Sock (2-Pack)	7%
SKS19	B.COOL® Performance 9" Sock (2-Pack)	6%
SKSW19	B.Warm® Merino Wool 9" Sock	7%
TIEBAR-TAB	Tiebar	8%
UMBRELLA4	Golf Umbrella	11%
UMBRELLA5	Pop-Up Umbrella	11%



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Sourcewell Contract Pricing - Furniture for Fire Station #41.

Department: Finance

Presented By: Felicia Anderson

Item Attachments:

1. Furniture Quote - HiTouch Business Services
2. Proposed Furniture Layout

Summary:

This is a request to approve the purchase of the furniture needed for the new Fire Station #41 using Sourcewell Contract pricing.

Background Information:

The quote is attached to purchase the furniture needed for Fire Station #41 / Headquarters facility that is currently under construction. We will be purchasing the furniture through HiTouch Business Services, LLC, which is an affiliate of Staples.

There is an agreement on the agenda between the City, Sourcewell, HiTouch and Staples that is also needed to make not only this purchase, but the future purchase of the furniture needed for the Public Works / CDS Facility that is also under construction.

Financial Summary:

The total cost of the furniture in this quote is \$180,263.43. A total of \$400,000 has been budgeted for furniture, appliances and items needed to equip the station and training room.

Staff Recommendation:

Staff recommends approval.



HiTouch Business Services
601 Mason Drive
Lavergne, TN 37086

QUOTATION

Job: 0005841627

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QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
Special Instructions CUSTOMER SIGNATURE AUTHORIZES HITOUCH TO PURCHASE PRODUCTS AND SERVICES CONTAINED HEREIN. SALE IS SUBJECT TO HITOUCH BUSINESS SVCS. TERMS & CONDITIONS. QUOTE IS GOOD FOR 30 DAYS UNLESS NOTED OTHERWISE. APPLICABLE TAX WILL BE ADDED AT INVOICING.					
0001	1	HF22 HON COMPANY	Master Key (One Key)	13.99	13.99
0002	2	HFLGANG HON COMPANY	Flock Ganging Bracket	18.51	37.02
		Tag For: 101			
0003	2	HFLSC1 HON COMPANY	Flock Square Lounge Chair .L Standard Leg PR8 or \$(3) Grade III Upholstery .SX Moxie 23 Basalt .P7A Textured Charcoal N/ Tag For: 101	971.09	1942.18
0004	2	HFTLS24 HON COMPANY	Flock 24 Cube Table Laminate .N No Grommet .0 No Ports \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut .L Standard Option \$(P1) P1 Paint Opts .P7A Textured Charcoal Tag For: 101	370.49	740.98
0005	2	HFLMC1DF HON COMPANY	Dual Fabric Modular Chair .L Standard Leg PR8 or \$(3) Grade III Upholstery .SX Moxie 23 Basalt	742.10	1484.20

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(Line 0005 continued)					
			\$(3) Grade III Upholstery .SX Moxie 46 Punch .P7A Textured Charcoal N/ Tag For: 101		
0006	1	HTTLEG120 HON COMPANY	Preside Aluminum T leg for 120" Table Tops \$(P1) P1 Paint Opts .P Black Tag For: 103	400.73	400.73
0007	1	HTLB48120 HON COMPANY	Preside 120W x 48D Boat Shaped Laminate Top .E T-Mold KI Kingswood Walnut .N No Grommets \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 103	453.66	453.66
0008	1	HTLCRED57S HON COMPANY	Preside 20x57 36H Hospitality Credenza w/Shelf \$(L1STD) Gr L1 Standard Lamin .LKI1 Kingswood Walnut .KI Kingswood Walnut \$(L1STD) Gr L1 Standard Lamin .LKI1 Kingswood Walnut .G Loop Black .N No Cutout \$(L1STD) Gr L1 Standard Lamin .LKI1 Kingswood Walnut Tag For: 103	1167.79	1167.79
0009	10	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .F Fixed	375.88	3758.80



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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0009 continued)					
			.H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 13 Claret .T Black .SB Standard Base Tag For: 103		
0010	2	HBTTX30S HON COMPANY	Seated height X-base for support of 3036" tops \$(P1) P1 Paint Opts .CBK Charblack Tag For: 105	137.23	274.46
0011	2	HBTTSQLR30 HON COMPANY	30" Square Top .N No Grommets \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut .KI Kingswood Walnut Tag For: 105	135.72	271.44
0012	1	HMS1 HON COMPANY	Motivate High Density Stacker-Sled Base-Set/4 .N No Arm .ON Onyx .Y Chrome Tag For: 105	422.16	422.16
0013	1	HASLB3MF HON COMPANY	Astir Three Seat Lounge: Low Back Multi-Fabric .N No Arms \$(3) Grade 3 Uph .SX Moxie 46 Punch \$(3) Grade 3 Uph .SX Moxie	1722.44	1722.44

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0013 continued)					
			23 Basalt .PM Post Metal P7A Textured Charcoal Tag For: 105		
0014	1	HFTPTL18 HON COMPANY	Flock 18 Personal Table Laminate .G 2MM Edge KI Kingswood Walnut \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut \$(P1) P1 Paint Opts .P7A Textured Charcoal Tag For: 107	308.49	308.49
0015	1	HMAVHAMF HON COMPANY	MAV Single Lounge High Back Arms Multi-Fab \$(3) Grade 3 Uph .SX Moxie 46 Punch \$(3) Grade 3 Uph .SX Moxie 23 Basalt .4S Four Star P7A Textured Charcoal Tag For: 107	742.10	742.10
0016	1	HARCHA3 HON COMPANY	Field Install Dwr/Door Kits Arch B lk 3-pack Tag For: 110	32.78	32.78
0017	3	HARCHA2 HON COMPANY	Field Install Dwr/Door Kits Arch B lk 2-pack Tag For: 110	29.27	87.81
0018	1	HLED17AU0 HON COMPANY	17"LED Lt w/8"JmprCordDaisyChain(F OLLOWR) Tag For: 110	129.87	129.87

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0019	1	HLED17A HON COMPANY Tag For: 110	17" LED Light W/PwrSupplyForDaisyC hain(STARTER)	158.48	158.48
0020	4	HF23B HON COMPANY Tag For: 110	Black Removable Lock Core Kit .X101E 101E	16.78	67.12
0021	1	H1522 HON COMPANY Tag For: 110	Wood Center Drawer 22W x 15-3/8D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut	94.05	94.05
0022	1	H105906L HON COMPANY Tag For: 110	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	443.32	443.32
0023	1	H105895R HON COMPANY Tag For: 110	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	627.12	627.12
0024	1	H105383G HON COMPANY Tag For: 110	48Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	630.63	630.63
0025	1	H105381G HON COMPANY	36Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami	497.17	497.17

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0025 continued)					
0026	1	H105302L HON COMPANY	.LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 110	985.37	985.37
			10500 Series Personal Wardrobe/Strg Cab24W 24D 66-5/8"H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 110		
0027	1	HL48TW HON COMPANY	WM Tackboard for 48W WM Overhead \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 110	138.15	138.15
			WM Tackboard for 36W WM Overhead \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 110		
0028	1	HL36TW HON COMPANY	WM Tackboard for 36W WM Overhead \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 110	120.98	120.98
			WM Tackboard for 36W WM Overhead \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 110		
0029	2	HIGCL HON COMPANY	Ignition Guest Chair Four Leg Frame Arms .E Glide .U Upholstered \$(1) Gr 1 UPH .CU Centurion 19 Iron Ore .T Black Tag For: 110	233.01	466.02
			Ignition Guest Chair Four Leg Frame Arms .E Glide .U Upholstered \$(1) Gr 1 UPH .CU Centurion 19 Iron Ore .T Black Tag For: 110		
0030	1	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back	383.93	383.93
			Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back		



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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0030 continued)					
			\$(2) II UPHOLSTERY		
			.CLYD Clyde		
			13 Claret		
			.T Black		
			.SB Standard Base		
		Tag For:	110		
0031	1	HARCHA3 HON COMPANY	Field Install Dwr/Door Kits Arch B lk 3-pack	32.78	32.78
		Tag For:	111		
0032	1	HLED17AU0 HON COMPANY	17"LED Lt w/8"JmprCordDaisyChain(F OLLOWR)	129.87	129.87
		Tag For:	111		
0033	1	HLED17A HON COMPANY	17" LED Light W/PwrSupplyForDaisyC hain(STARTER)	158.48	158.48
		Tag For:	111		
0034	1	HLSLZ5SC72 HON COMPANY	60"W External Stiffener	56.59	56.59
			.P Black		
		Tag For:	111		
0035	1	H1522 HON COMPANY	Wood Center Drawer 22W x 15-3/8D	94.05	94.05
			\$(L1STD) Grd L1 Standard Lami		
			.LKI1 Kingswood Walnut		
		Tag For:	111		
0036	1	H10530LEP HON COMPANY	15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Panel	133.07	133.07
			\$(L1STD) Grd L1 Standard Lami		
			.LKI1 Kingswood Walnut		
		Tag For:	111		
0037	1	HLSL30280 HON COMPANY	30"D x 28"H 0-Leg Support for Wksf (single leg)	176.78	176.78
			\$(P1) P1 Paint Opts		

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0005841627		07/11/23	BI-288098	H000000032	Connie Roach	
LINE	QUANTITY	CATALOG NO / VENDOR		DESCRIPTION	UNIT SELL	EXTENSION
(Line 0037 continued)						
0038	1	H10502 HON COMPANY	.P	Black	316.49	316.49
			Tag For: 111			
			10500 Series Floorstnd Full Ht Ped			
0039	1	H105R3072 HON COMPANY	B/B/F 15-5/8W x 22-3/4D		185.76	185.76
			\$(L1STD) Grd L1 Standard Lami			
			.LKI1 Kingswood Walnut			
0040	1	H10560 HON COMPANY	Tag For: 111		161.56	161.56
			72Wx30D Rectangle Worksurface			
			\$(L1STD) Grd L1 Standard Lami			
0041	1	H10541 HON COMPANY	.LKI1	Kingswood Walnut	320.78	320.78
			KI Kingswood Walnut			
			Tag For: 111			
0042	2	H105381G HON COMPANY	10500 Series Bridge 42W x 24D x 29-1/2H		497.17	994.34
			\$(L1STD) Grd L1 Standard Lami			
			.LKI1 Kingswood Walnut			
0043	1	HLSL72TW HON COMPANY	LKI1	Kingswood Walnut	186.54	186.54
			Tag For: 111			
			36Wx14-5/8Dx17-1/2H Wall Mount Storage			
			frosted			
			\$(L1STD) Grd L1 Standard Lami			
			.LKI1 Kingswood Walnut			
			LKI1	Kingswood Walnut		
			Tag For: 111			
			Tackboard for 72" W Wallmount Tackboard			
			\$(A) Grd A Fabric			

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0005841627	07/11/23	BI-288098	H000000032	Connie Roach	
LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0043 continued)					
0044	2	HIGCL HON COMPANY	.ECH Etch 13 Axis Tag For: 111	233.01	466.02
			Ignition Guest Chair Four Leg Frame Arms .E Glide .U Upholstered \$(1) Gr 1 UPH .CU Centurion 19 Iron Ore .T Black Tag For: 111		
0045	1	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 13 Claret .T Black .SB Standard Base Tag For: 111	383.93	383.93
			Field Install Dwr/Door Kits Arch B lk 3-pack Tag For: 112		
0046	1	HARCHA3 HON COMPANY	17"LED Lt w/8"JmprCordDaisyChain(F OLLOWR) Tag For: 112	32.78	32.78
0047	1	HLED17AU0 HON COMPANY	17" LED Light W/PwrSupplyForDaisyC hain(STARTER) Tag For: 112	129.87	129.87
0048	1	HLED17A HON COMPANY	17" LED Light W/PwrSupplyForDaisyC hain(STARTER) Tag For: 112	158.48	158.48

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0049	1	HLSLZ5SC72.P HON COMPANY	60"W External Stiffener .P Black Tag For: 112	56.59	56.59
0050	1	H1522 HON COMPANY	Wood Center Drawer 22W x 15-3/8D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 112	94.05	94.05
0051	1	H10530LEP HON COMPANY	15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 112	133.07	133.07
0052	1	HLSL30280 HON COMPANY	30"D x 28"H O-Leg Support for Wksf (single leg) \$(P1) P1 Paint Opts .P Black Tag For: 112	176.78	176.78
0053	1	H10502 HON COMPANY	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 112	316.49	316.49
0054	1	H105R3072 HON COMPANY	72Wx30D Rectangle Worksurface \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut KI Kingswood Walnut Tag For: 112	185.76	185.76
0055	1	H10560 HON COMPANY	10500 Series Bridge 42W x 24D x 29-1/2H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 112	161.56	161.56

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0056	1	H10541 HON COMPANY	10500 Series Cred Shell 72W x 24D x 29-1/2H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 112	320.78	320.78
0057	2	H105381G HON COMPANY	36Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 112	497.17	994.34
0058	1	HLSL72TW HON COMPANY	Tackboard for 72" W Wallmount Tackboard \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 112	186.54	186.54
0059	2	HIGCL HON COMPANY	Ignition Guest Chair Four Leg Frame Arms .E Glide .U Upholstered \$(1) Gr 1 UPH .CU Centurion 19 Iron Ore .T Black Tag For: 112	233.01	466.02
0060	1	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 13 Claret	383.93	383.93



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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0060 continued)					
			.T Black .SB Standard Base Tag For: 112		
0061	2	HARCHA3 HON COMPANY	Field Install Dwr/Door Kits Arch B lk 3-pack Tag For: 113	32.78	65.56
0062	2	HARCHA2 HON COMPANY	Field Install Dwr/Door Kits Arch B lk 2-pack Tag For: 113	29.27	58.54
0063	2	HLED17AU0 HON COMPANY	17"LED Lt w/8"JmprCordDaisyChain(F OLLOWR) Tag For: 113	129.87	259.74
0064	2	HLED17A HON COMPANY	17" LED Light W/PwrSupplyForDaisyC hain(STARTER) Tag For: 113	158.48	316.96
0065	3	HF23B HON COMPANY	Black Removable Lock Core Kit .X102E 102E Tag For: 113	16.78	50.34
0066	2	HLSLZ5SC72 HON COMPANY	60"W External Stiffener .P Black Tag For: 113	56.59	113.18
0067	2	H1522 HON COMPANY	Wood Center Drawer 22W x 15-3/8D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 113	94.05	188.10
0068	2	H10530LEP HON COMPANY	15-3/4Wx29-7/8Dx28-1/2H L-Shaped End Panel \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut	133.07	266.14

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0068 continued)					
		Tag For: 113			
0069	2	HLSL30280 HON COMPANY	30"D x 28"H 0-Leg Support for Wksf (single leg) \$(P1) P1 Paint Opts .P Black	176.78	353.56
		Tag For: 113			
0070	2	H10502 HON COMPANY	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut	316.49	632.98
		Tag For: 113			
0071	2	H105R3072 HON COMPANY	72Wx30D Rectangle Worksurface \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut KI Kingswood Walnut	185.76	371.52
		Tag For: 113			
0072	2	H10560 HON COMPANY	10500 Series Bridge 42W x 24D x 29-1/2H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	161.56	323.12
		Tag For: 113			
0073	2	H10541 HON COMPANY	10500 Series Cred Shell 72W x 24D x 29-1/2H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	320.78	641.56
		Tag For: 113			
0074	2	H105383G HON COMPANY	48Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut	630.63	1261.26

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0074 continued)					
0075	2	H105381G HON COMPANY	LKI1 Kingswood Walnut Tag For: 113 36Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 113	497.17	994.34
0076	1	H105302L HON COMPANY	10500 Series Personal Wardrobe/Strg Cab24W 24D 66-5/8"H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 113	985.37	985.37
0077	1	HLSL72TW HON COMPANY	Tackboard for 72" W Wallmount Tackboard \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 113	186.54	186.54
0078	2	HLSL48TW HON COMPANY	WM Tackboard for 48W WM Overhead \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 113	138.15	276.30
0079	2	HIGCL HON COMPANY	Ignition Guest Chair Four Leg Frame Arms .E Glide .U Upholstered \$(1) Gr 1 UPH .CU Centurion 19 Iron Ore .T Black Tag For: 113	233.01	466.02

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0080	2	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 13 Claret .T Black .SB Standard Base Tag For: 113	383.93	767.86
0081	5	NCCB001 NATIONAL OFFICE FURN	CASEGOODS, LOCK CORE WITH KEY, BLACK, NO 001 Tag For: 114	12.60	63.00
0082	1	WW3672DRFL1 NATIONAL OFFICE FURN	WAVEWORKS, 36DX72W, DESK, RIGHT PEDESTAL, BBF, HPL VWL SOFTENED, WILLOW 83MB CURVED, BLACK X NO GROMMET KS1B SPECIFY 1 BLACK CORE STD STANDARD LAMINATE WL WILLOW WL WILLOW WL WILLOW Tag For: 114	1258.20	1258.20
0083	1	WW2448DSFA1L NATIONAL OFFICE FURN	WAVEWORKS, 24DX48W, DESK, ADJ HGT, FULL MOD, FLUSH, HPL VWL SOFTENED, WILLOW X NO GROMMET 462 CINDER STD STANDARD LAMINATE WL WILLOW WL WILLOW Tag For: 114	2141.55	2141.55

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0084	1	WW2472CLFL2 NATIONAL OFFICE FURN	WAVEWORKS, 24DX72W, CREDENZA, LEFT PED, FILE/FILE, HPL VWL SOFTENED, WILLOW 83MB CURVED, BLACK X NO GROMMET KS1B SPECIFY 1 BLACK CORE STD STANDARD LAMINATE WL WILLOW WL WILLOW WL WILLOW Tag For: 114	1100.70	1100.70
0085	1	WW7238HBH2GL NATIONAL OFFICE FURN	WAVEWORKS, 72WX38H, HIGHBACK ORGR, FULL BACK, DOORS, GLASS/LAM 501 PLATINUM METALLIC WL WILLOW Tag For: 114	1814.85	1814.85
0086	1	NAC7019TBRA NATIONAL OFFICE FURN	ACCESSORIES, 70 1/8WX19 1/2H, TACKBOARD, RAILROAD A GRADE A 3700 REPETITION ASH Tag For: 114	295.65	295.65
0087	1	NAC17TLL NATIONAL OFFICE FURN	ACCESSORIES, 17W LED TASK LIGHT, LIN EAR, SINGLE/STARTER UNIT Tag For: 114	171.90	171.90
0088	1	NAC17TLLA NATIONAL OFFICE FURN	ACCESSORIES, 17W LED TASK LIGHT, ADD-ON Tag For: 114	166.05	166.05
0089	2	WW3650BCOL NATIONAL OFFICE FURN	WAVEWORKS, 36WX50H, BOOKCASE, OPEN, SET ON, LAMINATE WL WILLOW Tag For: 114	508.50	1017.00

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0090	1	WW3650BCOIMBL NATIONAL OFFICE FURN	WAVEWORKS, 36WX50H, B00KCASE, SET-ON, STYLEB, LAM WL WILLOW WL WILLOW Tag For: 114	821.26	821.26
0091	2	WW233629PUOSL NATIONAL OFFICE FURN	WAVEWORKS, 23DX36WX29H, PEDESTAL, B00KCASE, UNDERSURFACE, LAM X NO GROMMET WL WILLOW Tag For: 114	447.30	894.60
0092	1	WW2336PUHL NATIONAL OFFICE FURN	WAVEWORKS, 23DX36W, DOUBLE DOOR, UNDERSURFACE, LAMINATE 83MB CURVED, BLACK X NO GROMMET KS1B SPECIFY 1 BLACK CORE WL WILLOW WL WILLOW Tag For: 114	486.00	486.00
0093	1	WW241579VPL1RL NATIONAL OFFICE FURN	WAVEWORKS, 24DX15WX79H, PERSONAL LOCKER, 1DOOR, RIGHT, LAM 83MB CURVED, BLACK KS1B SPECIFY 1 BLACK CORE WL WILLOW WL WILLOW Tag For: 114	886.05	886.05
0094	1	WW241579VPL1LL NATIONAL OFFICE FURN	WAVEWORKS, 24DX15WX79H, PERSONAL LOCKER, 1DOOR, LEFT, LAM 83MB CURVED, BLACK KS1B SPECIFY 1 BLACK CORE WL WILLOW WL WILLOW Tag For: 114	886.05	886.05

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0095	2	WW2454WSSDL NATIONAL OFFICE FURN	WAVEWORKS, 24DX54W, SURFACE, RECTANGULAR, HPL M MAIN VWL SOFTENED, WILLOW X NO GROMMET X NO WIRE MANAGER X NO MODIFIED DEPTH (S X NO MODIFIED WIDTH (S STD STANDARD LAMINATE WL WILLOW Tag For: 114	209.26	418.52
0096	1	88NA182416TRTLW NATIONAL OFFICE FURN	WIXLER, 18DX24WX16H, TABLE, RECTANGLE, HPL STD STANDARD LAMINATE WL WILLOW 462 CINDER Tag For: 114	1000.35	1000.35
0097	1	88NA244816TRTLW NATIONAL OFFICE FURN	WIXLER, 24DX48WX16H, TABLE, RECTANGLE, HPL STD STANDARD LAMINATE WL WILLOW 462 CINDER Tag For: 114	1219.50	1219.50
0098	4	N58L1LUAX NATIONAL OFFICE FURN	HOBSEN, LOUNGE, LOW UPH BACK, ARMS, CONTRAST 1 GRADE 1 14860 INPUT CRIMSON 1 GRADE 1 11611 CALI BOULDER 1 GRADE 1 11611 CALI BOULDER 1 GRADE 1 11611 CALI BOULDER WL WILLOW Tag For: 114	1446.30	5785.20
0099	1	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	383.93	383.93

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LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0099 continued)					
			.A Height and Width Adj		
			.H Hard (Standard)		
			.M Mesh Back		
			\$(2) II UPHOLSTERY		
			.CLYD Clyde		
			10 Blacksmith		
			.T Black		
			.SB Standard Base		
		Tag For:	114		
0100	2	N96S1	WEITZ,STOOL	406.80	813.60
		NATIONAL OFFICE FURN	1 GRADE 1		
			12118 ZIG ZAG CARDINAL		
		Tag For:	115		
0101	1	SSDT-30	Diversified Woodcrafts Inc Sit-	2623.17	2623.17
		DIVERSIFIED WOODCRAF	2-Stand Drawing Table, Black Metal		
			Base, Frosted Glass Top, 40"W x 30"		
		Tag For:	116		
0102	1	HARCHA3	Field Install Dwr/Door Kits Arch B	32.78	32.78
		HON COMPANY	lk 3-pack		
		Tag For:	116		
0103	3	HARCHA2	Field Install Dwr/Door Kits Arch B	29.27	87.81
		HON COMPANY	lk 2-pack		
		Tag For:	116		
0104	1	HLED17AU0	17"LED Lt w/8"JmprCordDaisyChain(F	129.87	129.87
		HON COMPANY	OLLOWR)		
		Tag For:	116		
0105	1	HLED17A	17" LED Light W/PwrSupplyForDaisyC	158.48	158.48
		HON COMPANY	hain(STARTER)		
		Tag For:	116		

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Job: 0005841627

Page: 20

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QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
0005841627	07/11/23	BI-288098	H000000032	Connie Roach	
LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0106	4	HF23B HON COMPANY	Black Removable Lock Core Kit .X103E 103E Tag For: 116	16.78	67.12
0107	1	H1522 HON COMPANY	Wood Center Drawer 22W x 15-3/8D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 116	94.05	94.05
0108	1	H105903R HON COMPANY	10500 Series 72Wx24Dx29-1/2H Single PedCred RH F/F Ped \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 116	557.66	557.66
0109	1	H105896L HON COMPANY	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 116	627.12	627.12
0110	1	H10560 HON COMPANY	10500 Series Bridge 42W x 24D x 29-1/2H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 116	161.56	161.56
0111	2	H105381G HON COMPANY	36Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 116	497.17	994.34
0112	1	H105301R HON COMPANY	10500 Series Personal Wardrobe/Strg Cab24W 24D 66-5/8"H	985.37	985.37

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QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0112 continued)					
			\$(L1STD) Grd L1 Standard Lami		
			.LKI1 Kingswood Walnut		
			LKI1 Kingswood Walnut		
		Tag For:	116		
0113	1	HLSL72TW HON COMPANY	Tackboard for 72" W Wallmount Tackboard	186.54	186.54
			\$(A) Grd A Fabric		
			.ECH Etch		
			13 Axis		
		Tag For:	116		
0114	2	HIGCL HON COMPANY	Ignition Guest Chair Four Leg Frame Arms	233.01	466.02
			.E Glide		
			.U Upholstered		
			\$(1) Gr 1 UPH		
			.CU Centurion		
			19 Iron Ore		
			.T Black		
		Tag For:	116		
0115	1	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt	383.93	383.93
			Tilt Bck Ht Adj		
			.A Height and Width Adj		
			.H Hard (Standard)		
			.M Mesh Back		
			\$(2) II UPHOLSTERY		
			.CLYD Clyde		
			13 Claret		
			.T Black		
			.SB Standard Base		
		Tag For:	116		
0116	1	HVST315 HON COMPANY	Plush blk bond leather executive c	215.93	215.93
			hair,Paint Armrests		
		Tag For:	116		

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QUOTATION

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QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0117	1	HARCHA3 HON COMPANY Tag For: 117	Field Install Dwr/Door Kits Arch B lk 3-pack	32.78	32.78
0118	4	HARCHA2 HON COMPANY Tag For: 117	Field Install Dwr/Door Kits Arch B lk 2-pack	29.27	117.08
0119	1	HLED17AU0 HON COMPANY Tag For: 117	17"LED Lt w/8"JmprCordDaisyChain(F OLLOWR)	129.87	129.87
0120	1	HLED17A HON COMPANY Tag For: 117	17" LED Light W/PwrSupplyForDaisyC hain(STARTER)	158.48	158.48
0121	5	HF23B HON COMPANY Tag For: 117	Black Removable Lock Core Kit .X104E 104E	16.78	83.90
0122	1	H1522 HON COMPANY Tag For: 117	Wood Center Drawer 22W x 15-3/8D \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut	94.05	94.05
0123	1	H105904L HON COMPANY Tag For: 117	10500 Series 72Wx24Dx29-1/2H Single PedCred LH F/F Ped \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	557.66	557.66
0124	1	H105895R HON COMPANY Tag For: 117	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut	627.12	627.12

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QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0125	1	H10560 HON COMPANY	10500 Series Bridge 42W x 24D x 29-1/2H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 117	161.56	161.56
0126	2	H105381G HON COMPANY	36Wx14-5/8Dx17-1/2H Wall Mount Storage frosted \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 117	497.17	994.34
0127	1	H105302L HON COMPANY	10500 Series Personal Wardrobe/Strg Cab24W 24D 66-5/8"H \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 117	985.37	985.37
0128	1	H105299 HON COMPANY	10500 Series 36Wx24Dx66-5/8H Stg Cab-Full-width Shelves \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut LKI1 Kingswood Walnut Tag For: 117	979.51	979.51
0129	1	HLSL72TW HON COMPANY	Tackboard for 72" W Wallmount Tackboard \$(A) Grd A Fabric .ECH Etch 13 Axis Tag For: 117	186.54	186.54
0130	2	HIGCL HON COMPANY	Ignition Guest Chair Four Leg Frame Arms .E Glide .U Upholstered \$(1) Gr 1 UPH	233.01	466.02

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QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0130 continued)					
0131	1	HIWM1 HON COMPANY	.CU Centurion 19 Iron Ore .T Black Tag For: 117 Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 10 Blacksmith .T Black .SB Standard Base Tag For: 117	383.93	383.93
0132	1	HFTLA2460 HON COMPANY	Flock 24x60 Racetrack Laminate Top .G 2MM Edge KI Kingswood Walnut .N No Grommet \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut Tag For: 117	197.34	197.34
0133	1	HFDB17N HON COMPANY	Flock Disc Base for 18 High Tbl Use w/24x60 Tops \$(P1) P1 Paint Opts .P7A Textured Charcoal Tag For: 117	521.71	521.71
0134	1	HWH3SPCF HON COMPANY	West Hill Three Seat Lounge-Pillow Cushion CF .B Both Arms \$(3) Grade 3 Uph .PRKR Parker 13 Grenadine	2906.45	2906.45



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0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0134 continued)					
			\$(3) Grade 3 Uph .SX Moxie 23 Basalt \$(3) Grade 3 Uph .PRKR Parker 13 Grenadine .SM Square Metal P7A Textured Charcoal Tag For: 117		
0135	10	HMAPLATE HON COMPANY	4-Trac Elect Power Entry Plate Tag For: 118	47.63	476.30
0136	10	HMACABLE HON COMPANY	4-Trac Elect Power Entry Cable Tag For: 118	74.10	741.00
0137	60	HMAPOWER60 HON COMPANY	4-Trac Elect 1st Circuit Power kit for 60W Table Tag For: 118	140.26	8415.60
0138	60	HMAGANG HON COMPANY	Interlink IQ Elect Ganging Hardware Tag For: 118	47.63	2857.80
0139	60	HBTMS HON COMPANY	Interlink IQ Elect Wire Mngmnt Strips .P Black Tag For: 118	61.57	3694.20
0140	60	HMBFLIP18L HON COMPANY	Huddle Flip Top Base for 18x60 & 18x72 Tops .C Casters \$(P1) P1 Paint Opts .P Black Tag For: 118	313.40	18804.00

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0005841627	07/11/23	BI-288098	H000000032	Connie Roach	
LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0141	60	HMT1860E HON COMPANY	Huddle 18x60 Table Top w/T-mold .G Grommets \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut .KI Kingswood Walnut Tag For: 118	177.68	10660.80
0142	2	HMVPCSS-4C9C HON COMPANY	Motivate Presntn Cart Shelf Dbl 4"Closd Bk/9"Closd Bk \$(P1) P1 Paint Opts .P Black Tag For: 118	141.39	282.78
0143	2	HMVPC-DTLG HON COMPANY	Motivate Presentation Cart Desktop Lectern 2mm edgeband \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut .KI Kingswood Walnut \$(P1) P1 Paint Opts .P Black Tag For: 118	157.65	315.30
0144	2	HMVPCA2-1830G HON COMPANY	Motivate Prsntn Cart Standing Ht Adj-Leg 35 Ccave 2mm Top .C Caster \$(L1STD) Grd L1 Standard Lami .LKI1 Kingswood Walnut .KI Kingswood Walnut \$(P1) P1 Paint Opts .P Black Tag For: 118	545.15	1090.30
0145	120	HMN2 HON COMPANY	Motivate Nest/Stack Chair-Flex Bck-Uph Seat .N No Arm .E Standard Nylon Glide .IM 4-Way Black .ON Onyx	312.70	37524.00

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0005841627	07/11/23	BI-288098	H000000032	Connie Roach

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
(Line 0145 continued)					
			\$(3) III Uph .SX Moxie 46 Punch .CBK Charblack Tag For: 118		
0146	3	1725-UP SPEC FURNITURE	Eighteen5 Upholstered Seat & Back, casters with black arms GR4 Fabric Grade 4 TOR MAHARAM MILESTONE403901-062 AURORA GR4 Fabric Grade 4 TOR MAHARAM MILESTONE 403901- 062 AURORA BLACK Black Ral 9005 ~ No Selection of Option ~ No Selection of Soft Wheel Caster Option Tag For: 118	462.79	1388.37
0147	2	N96S1 NATIONAL OFFICE FURN	WEITZ,STOOL 1 GRADE 1 12118 ZIG ZAG CARDINAL Tag For: 118	406.80	813.60
0148	1	HMSGLD HON COMPANY	Motivate Glides for High-Density S tacker/Box 48 Tag For: 200	33.00	33.00
0149	3	HMS1 HON COMPANY	Motivate High Density Stacker-Sled Base-Set/4 .N No Arm .CR Cherry .CBK Charblack Tag For: 200	422.16	1266.48

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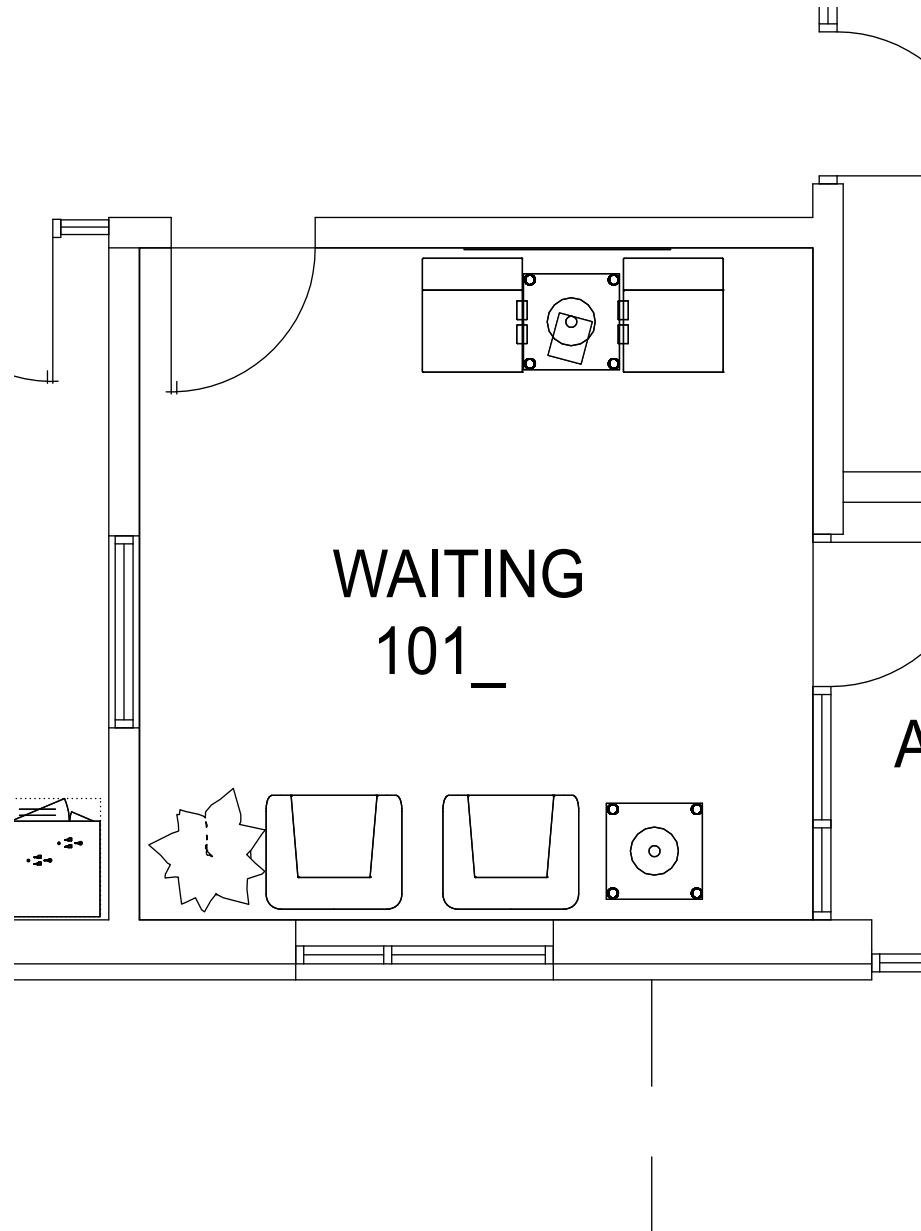
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0005841627	07/11/23	BI-288098	H000000032	Connie Roach	
LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
0150	3	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 13 Claret .T Black .SB Standard Base Tag For: 209	383.93	1151.79
0151	3	HIWM1 HON COMPANY	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj .A Height and Width Adj .H Hard (Standard) .M Mesh Back \$(2) II UPHOLSTERY .CLYD Clyde 13 Claret .T Black .SB Standard Base Tag For: 210	383.93	1151.79
0152	1	CFSINSTALLEX SKU: 421091 STAPLES HiTouch BREN	ENHANCED FURNITURE SERVICES	15243.90	15243.90
M001	1	FREIGHT DIVERSIFIED WOODCRAF	DIVERSIFIED WOODCRAFTS FREIGHT	340.59	340.59
M002	1	FREIGHT SPEC FURNITURE	SPEC FURNITURE FREIGHT	256.10	256.10
				Total	180263.43

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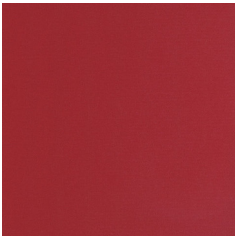
TITLE

DATE

WAITING 101



Lounge Chair Fabric 1
Grd 3 Moxie Basalt

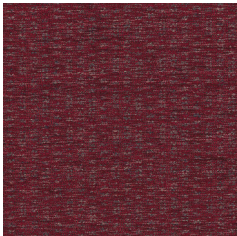
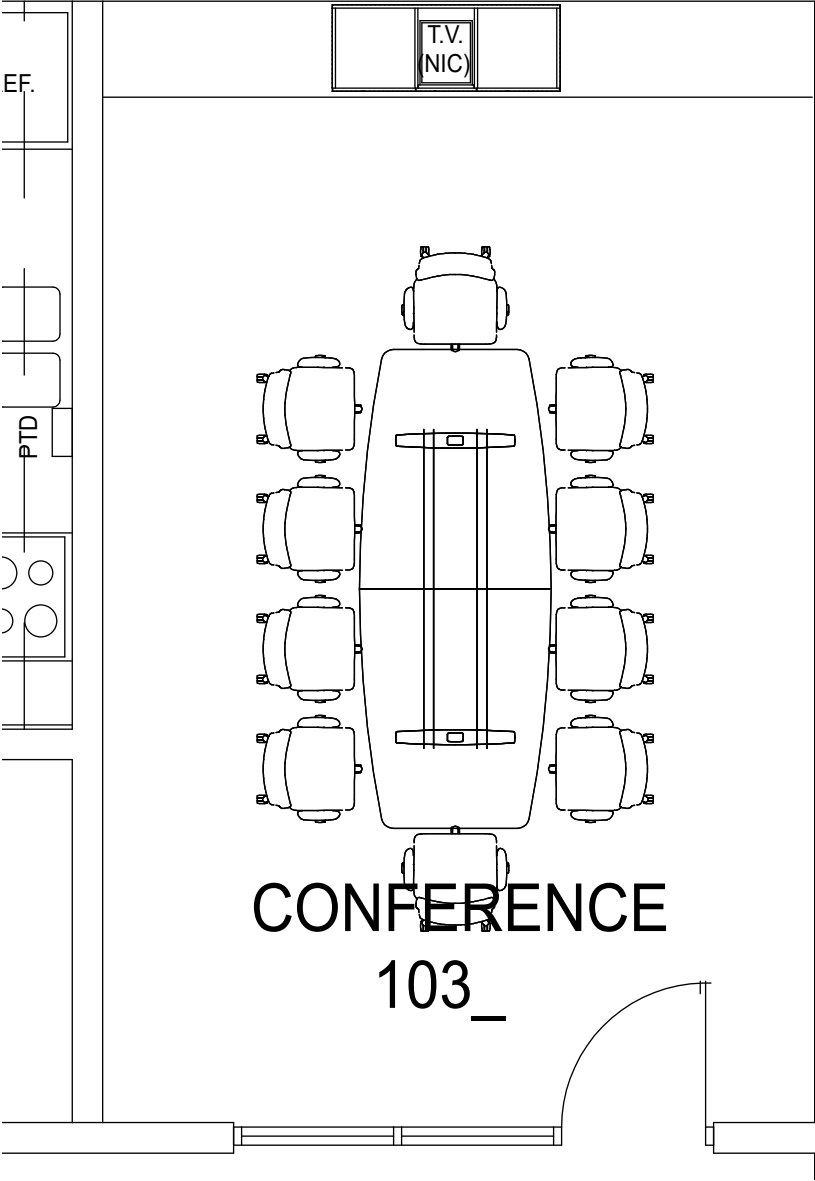


Lounge Chair Fabric 2
Grd 3 Moxie Punch



Laminate
Kingswood Walnut

CONFERENCE 103



Task Chair Fabric
Grd 2 Clyde Claret



Laminate
Kingswood Walnut

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City of La Vergne
Fire Station
283 Old Nashville Hwy
La Vergne, TN 37086

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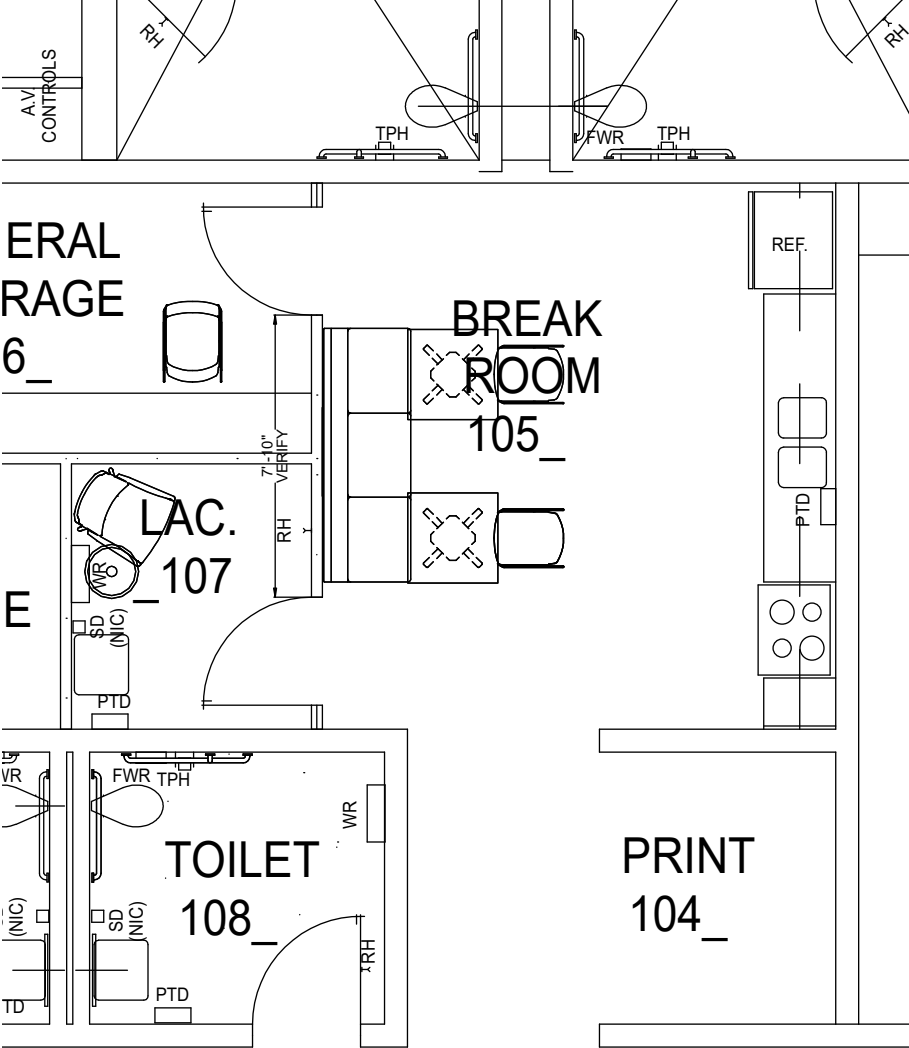
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Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

Initial Date
12-1-2022
Revision Date
3-2-2023

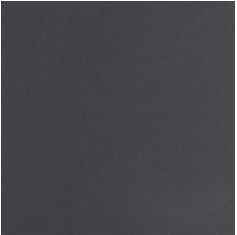
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BI-288098
Scale
1/4"=1'-0"

BREAKROOM 105/LAC 107

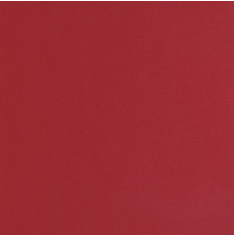


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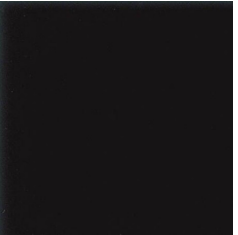
Scale 3/16" = 1'



Lounge Chair Fabric 1
Grd 3 Moxie Basalt



Lounge Chair Fabric 2
Grd 3 Moxie Punch



Stack Chair Color
Plastic Shell Onyx



Laminate
Kingswood Walnut

HiTouch

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City of La Vergne

Fire Station

283 Old Nashville Hwy

La Vergne, TN 37086

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Signature

Designer

Jennifer Bona

Sales Rep

Connie Roach

Project Manager

Initial Date

12-1-2022

Revision Date

7-10-2023

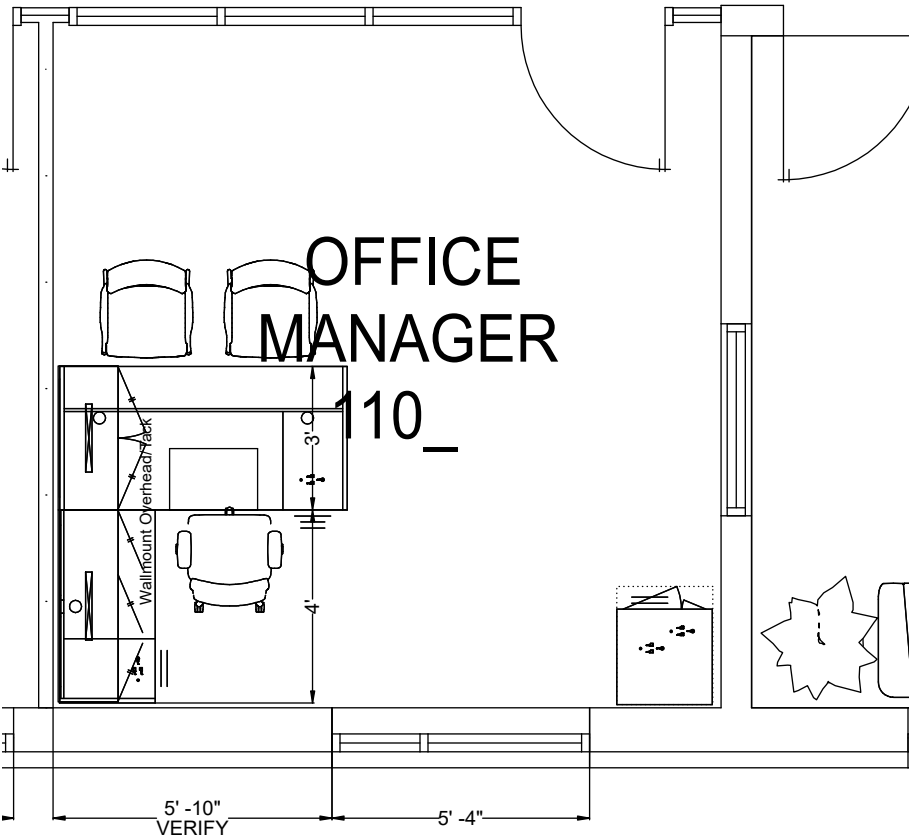
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BI-288098

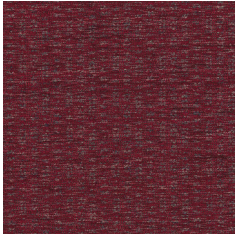
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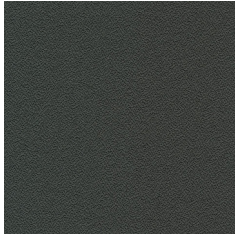
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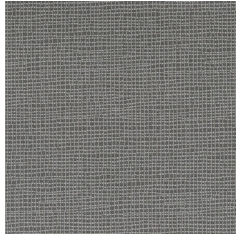
Scale 1/4" = 1'



Task Chair Fabric
Grd 2 Clyde Claret



Guest Chair Fabric
Grd 1 Centurion Iron Ore



Tackboard Fabric
Grd 1 Etch Axis



Laminate
Kingswood Walnut



City of La Vergne
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283 Old Nashville Hwy
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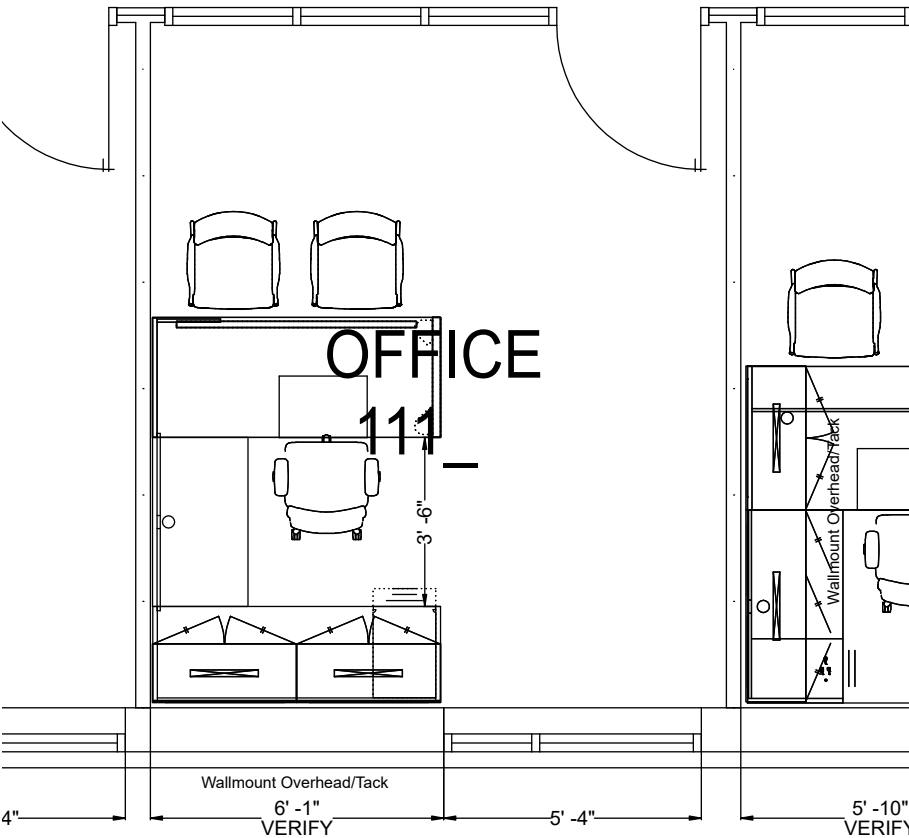
Signature

Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

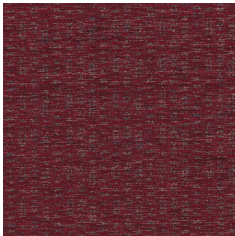
Initial Date
12-1-2022
Revision Date
3-2-2023

Category Request
BI-288098
Scale
1/4"=1'-0"

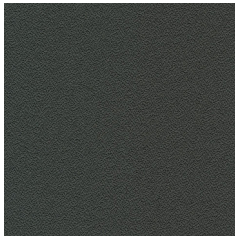
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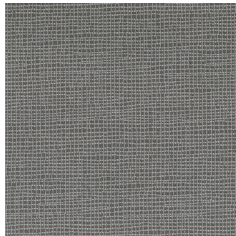
Scale 1/4" = 1'



Task Chair Fabric
Grd 2 Clyde Claret



Guest Chair Fabric
Grd 1 Centurion Iron Ore

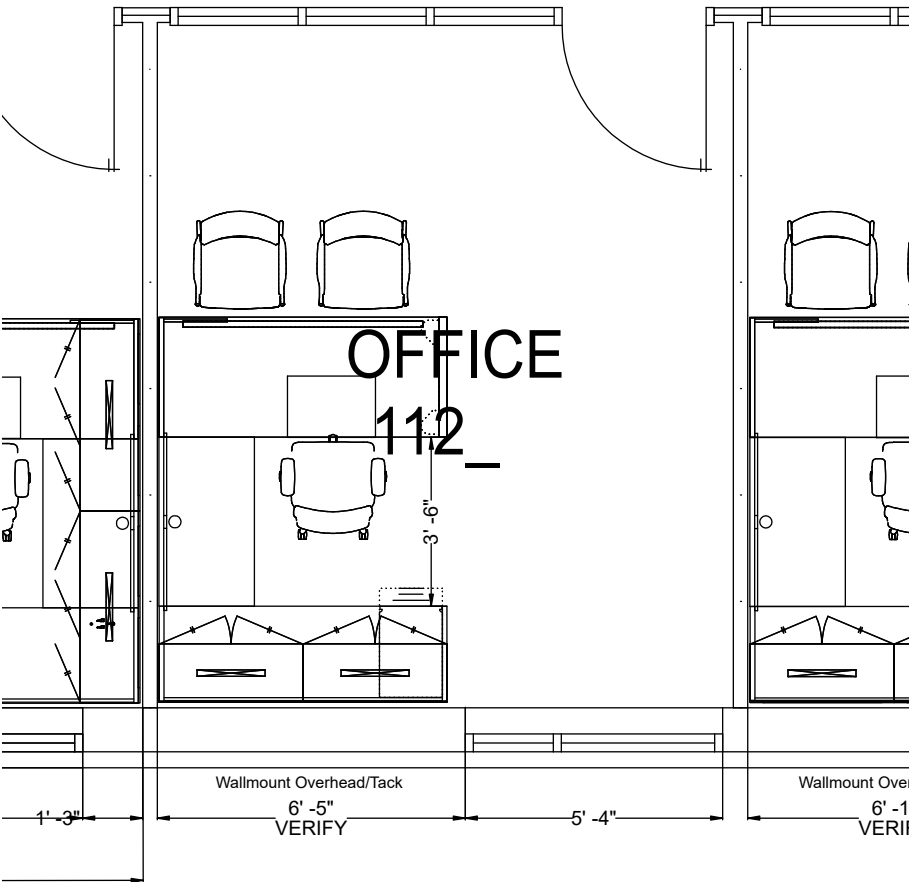


Tackboard Fabric
Grd 1 Etch Axis

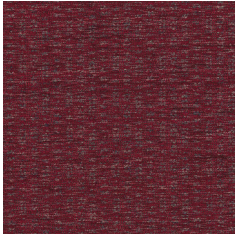


Laminate
Kingswood Walnut

OFFICE 112



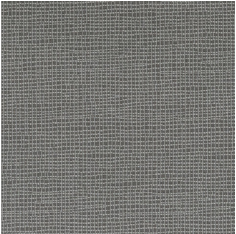
Scale 1/4" = 1'



Task Chair Fabric
Grd 2 Clyde Claret



Guest Chair Fabric
Grd 1 Centurion Iron Ore

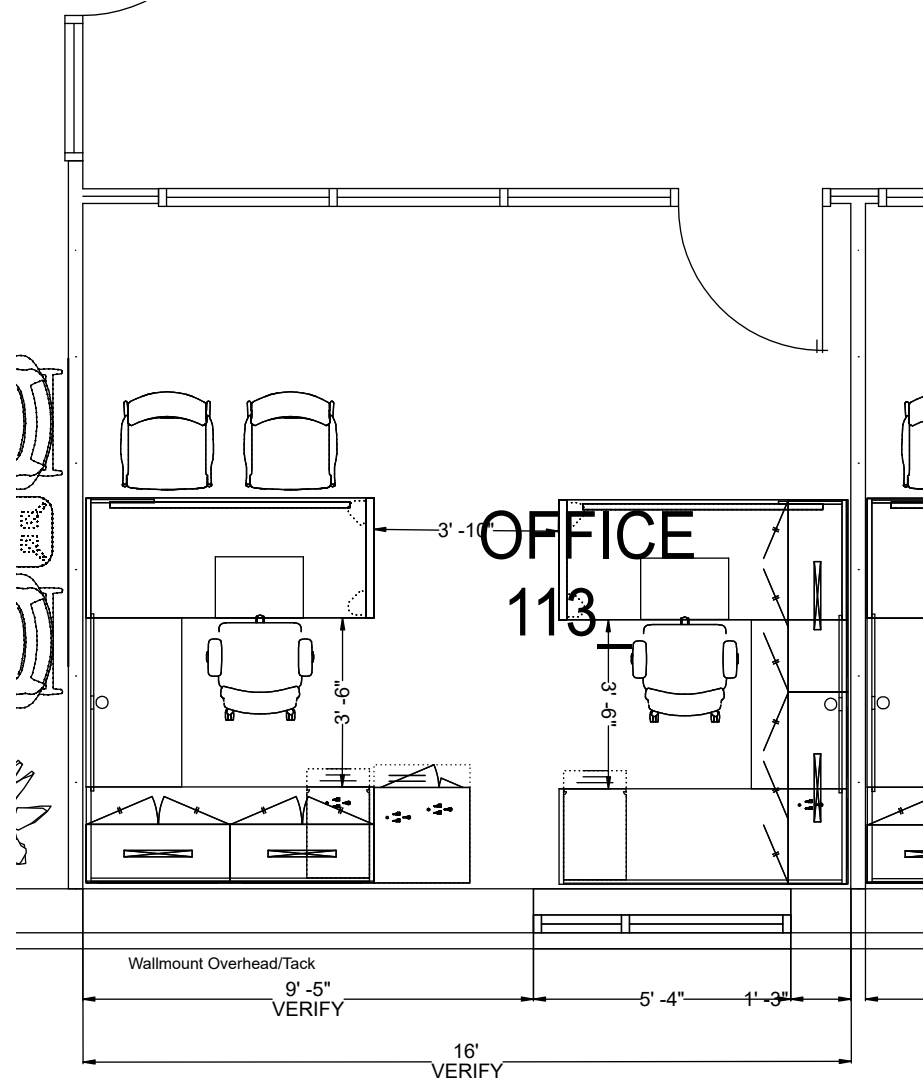


Tackboard Fabric
Grd 1 Etch Axis

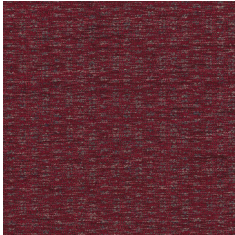


Laminate
Kingswood Walnut

OFFICE 113



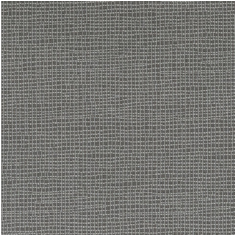
Scale 1/4" = 1'



Task Chair Fabric
Grd 2 Clyde Claret



Guest Chair Fabric
Grd 1 Centurion Iron Ore



Tackboard Fabric
Grd 1 Etch Axis



Laminate
Kingswood Walnut



City of La Vergne
Fire Station
283 Old Nashville Hwy
La Vergne, TN 37086

We cannot accept changes, returns or cancellations after your order is processed or in production. In certain circumstances, additional charges or forfeit of deposit may be applied. Your signature approves design and specifications.

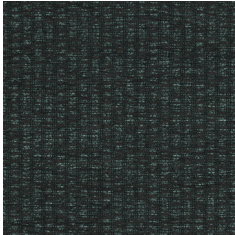
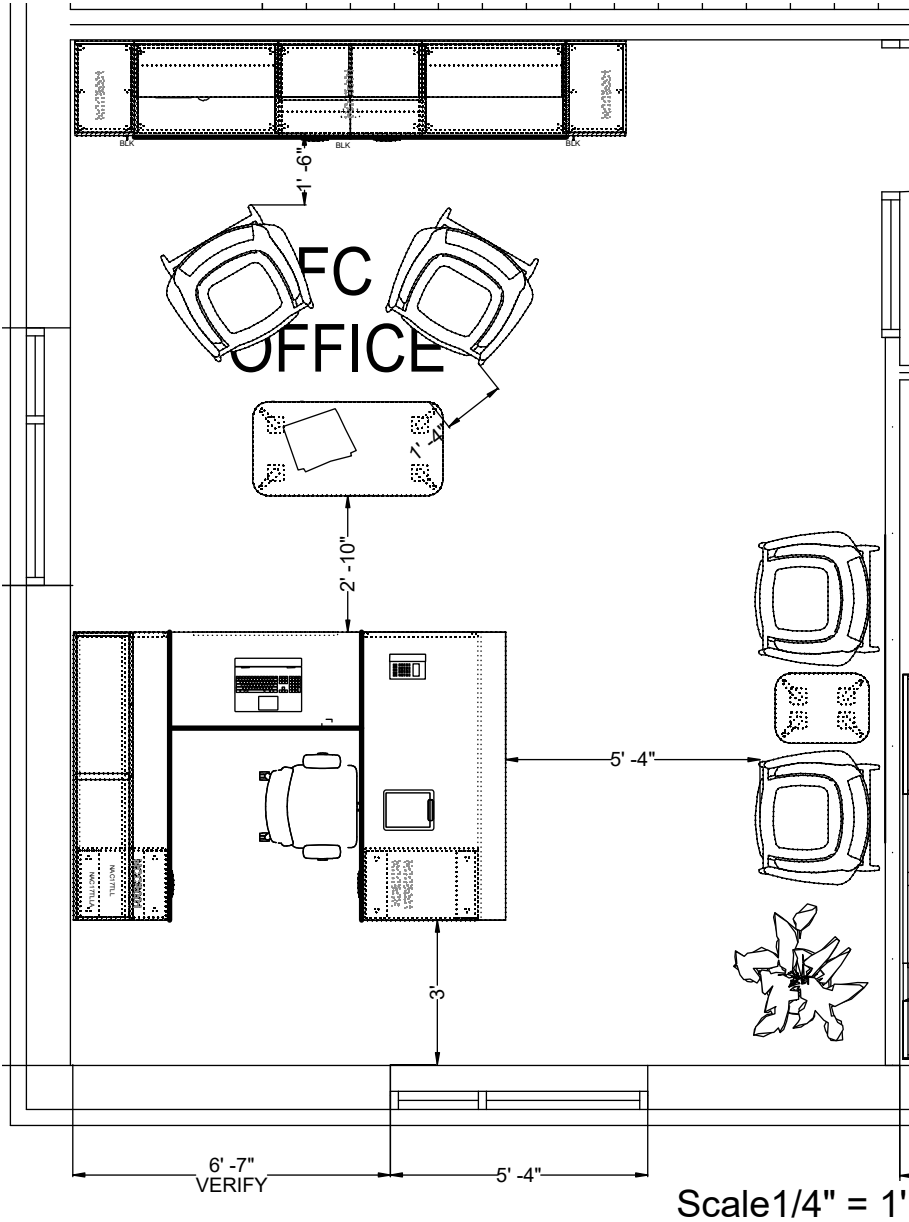
Signature

Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

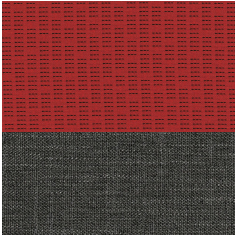
Initial Date
12-1-2022
Revision Date
3-2-2023

Category Request
BI-288098
Scale
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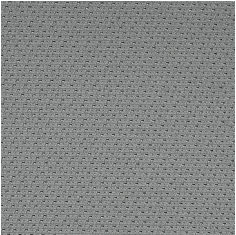
FC OFFICE 114-OPT3



Task Chair Fabric
Grd 2 Clyde Blacksmith



Guest Chair Fabric
Grd 1 Input Crimson
Grd 1 Cali Boulder



Tackboard Fabric
Grd A 1 Repetition Ash



Laminate
Willow

HiTouch
BUSINESS SERVICES
City of La Vergne
Fire Station
283 Old Nashville Hwy
La Vergne, TN 37086

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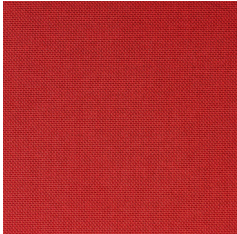
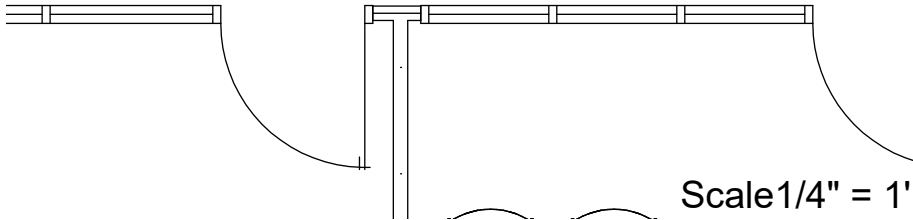
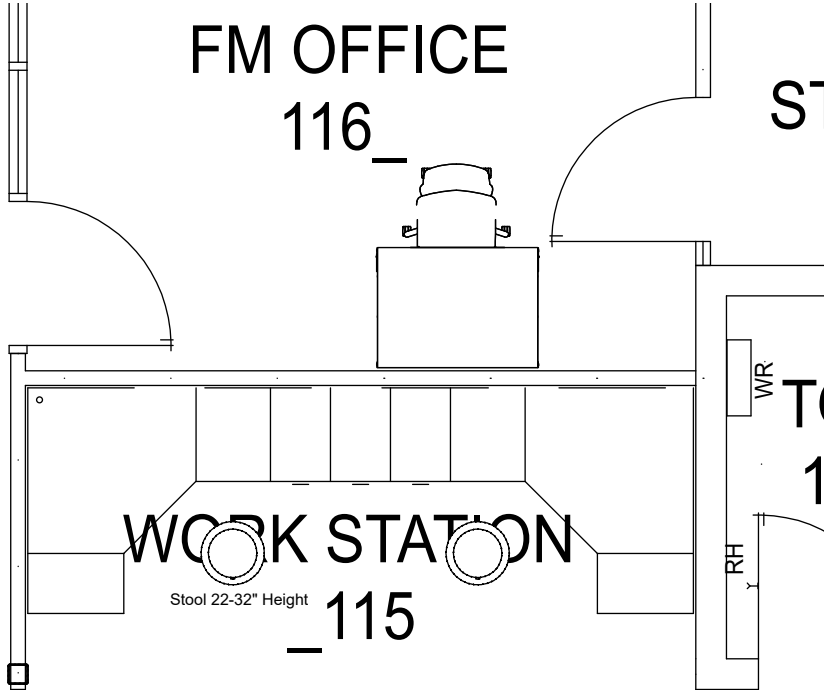
Signature

Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

Initial Date
12-1-2022
Revision Date
7-10-2023

Category Request
BI-288098
Scale
1/4"=1'-0"

WORK STATION 115



Stool Fabric
Grd 1 Zig Zag Cardinal

HiTouch
BUSINESS SERVICES
City of La Vergne
Fire Station
283 Old Nashville Hwy
La Vergne, TN 37086

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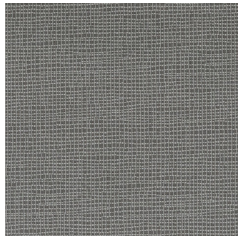
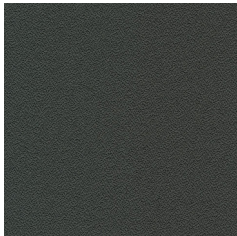
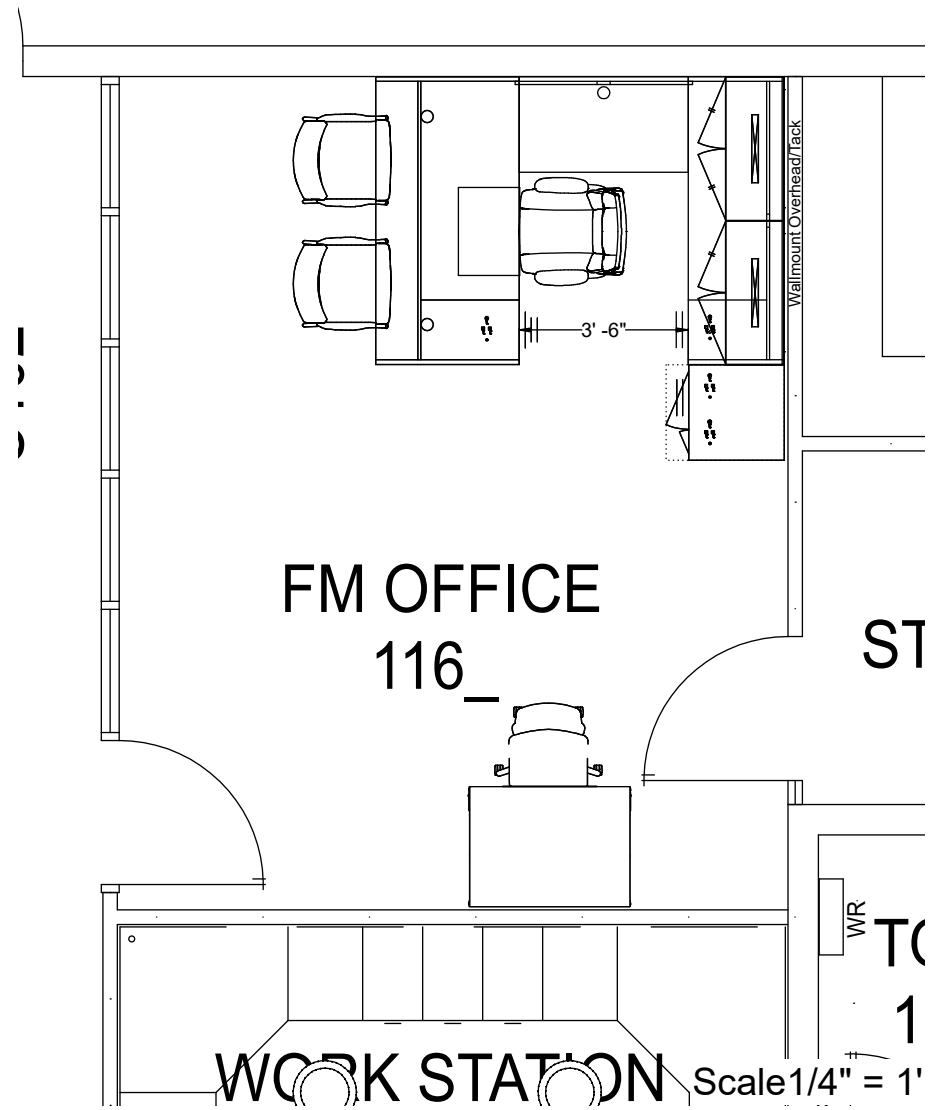
Signature

Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

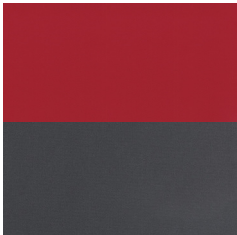
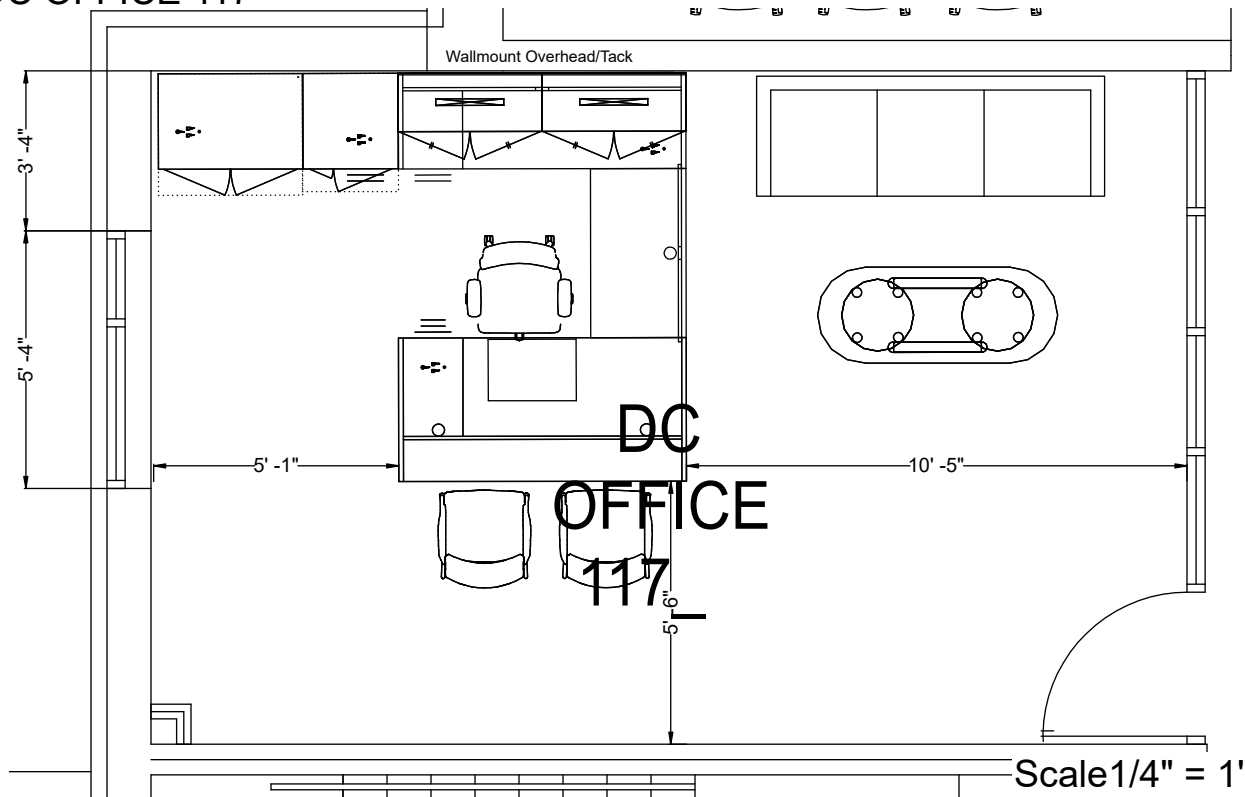
Initial Date
12-1-2022
Revision Date
3-2-2023

Category Request
BI-288098
Scale
1/4"=1'-0"

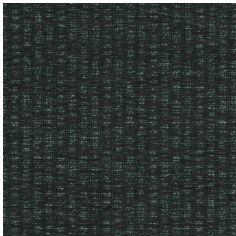
FM OFFICE 116



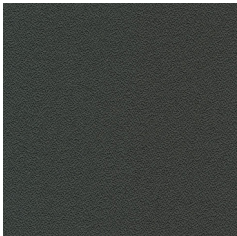
DC OFFICE 117



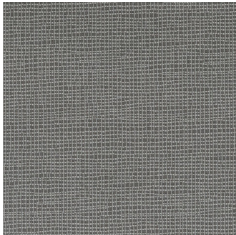
Guest Chair Fabric
Grd 3 Parker Grenadine
Grd 3 Moxie Basalt



Task Chair Fabric
Grd 2 Clyde Blacksmith



Guest Chair Fabric
Grd 1 Centurion Iron Ore



Tackboard Fabric
Grd 1 Etch Axis



Laminate
Kingswood Walnut



HiTouch
BUSINESS SERVICES

2023-7-10 288098 1CET RE2.cmdrw

City of La Vergne
Fire Station
283 Old Nashville Hwy
La Vergne, TN 37086

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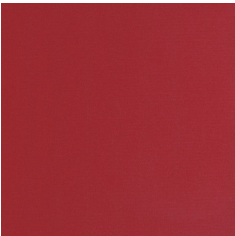
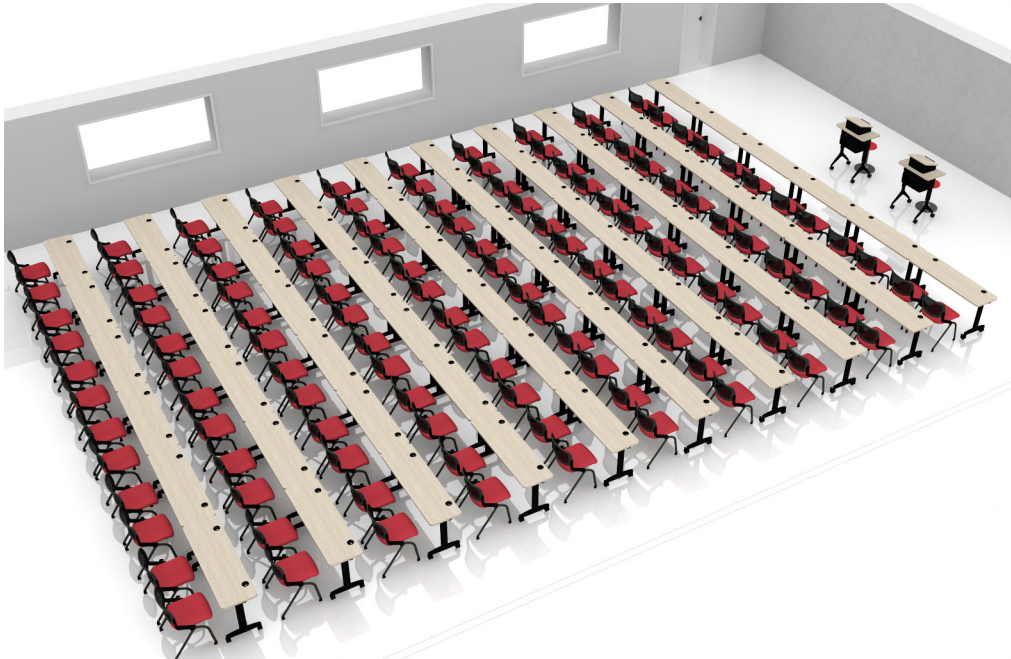
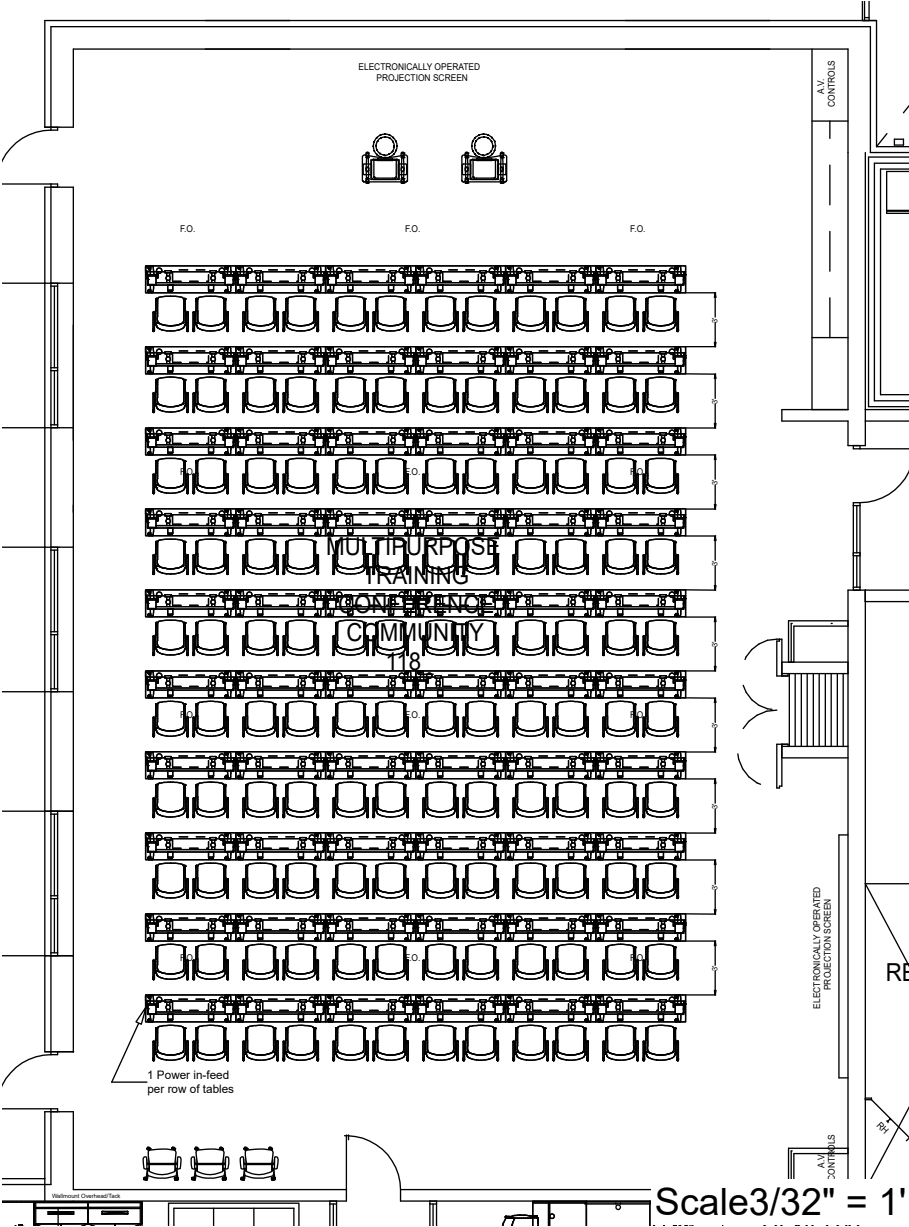
Signature

Initial Date	12-1-2022	Designer	Jennifer Bona
Revision Date	7-10-2023	Sales Rep	Connie Roach
Category Request	BI-288098	Project Manager	
Scale	1/4"=1'-0"		

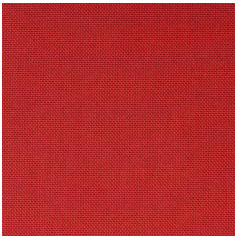
Printed: 7/10/2023

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MULTI PURPOSE TRAINING 118



Nesting Chair Fabric
Grd 3 Moxie Punch



Stool Fabric
Grd 1 Zig Zag Cardinal



Laminate
Kingswood Walnut

HiTouch
BUSINESS SERVICES
City of La Vergne
Fire Station
283 Old Nashville Hwy
La Vergne, TN 37086

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Signature

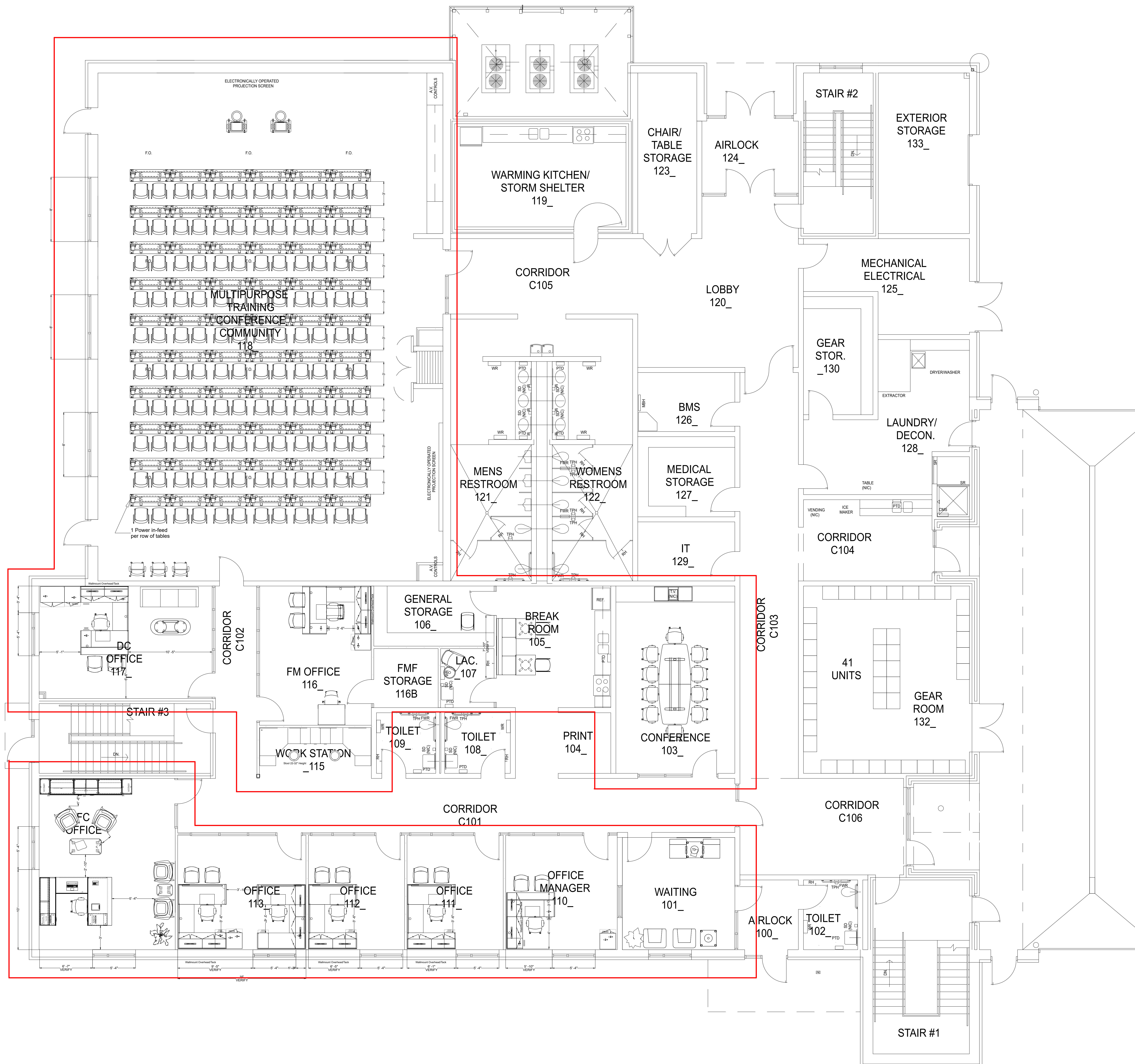
Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

Initial Date
12-1-2022
Revision Date
7-10-2023

Category Request
BI-288098
Scale
3/32"=1'-0"

GENERAL NOTES

3. These drawings are conceptual and for furniture placement only. An architectural seal is required for all demolition and construction needs.
4. All locked storage in private offices and open areas (workstations) will be keyed alike and labeled with the name of the user.
5. The customer's IT vendor is responsible for providing and installing all data cabling, data patching, and network equipment in coordination with the furniture operations team/manager(s).
6. The customer is responsible for supplying all equipment for the building to any powered furniture systems via H4touch supplied electrical wires and systems. The customer is responsible for all furniture unless otherwise requested.
7. Where necessary, floor core and wall in-floor locations will be provided based upon the building's floor plan and in coordination with the building shell provided by the client/architectural firm. Overall dimensions are to be provided in coordination with the building dimensions shown before any drilling occurs. If any overall dimension does not match the overall dimensions of the building (e.g., 12' x 30'), please immediately notify H4touch to assess and adjust furniture placement and wiring as needed.



Disclaimer

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|Signature

Date & Issue Description	
1. 12-14-2022	Revision Date
2. 1-9-2023	Revision Date
3. 3-2-2023	Revision Date
4. 7-10-2023	-

Designer
Jennifer Bona
Sales Rep
Connie Roach
Project Manager

Initial Date	12-1-2022
Category Request	Scale
BI-288098	1/4"=1'-0"

Printed: 7/10/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: State Contract Pricing - Motorola Radios and Equipment for the Fire Department.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Motorola Quote

Summary:

This is an item to authorize the purchase of the Motorola radios and equipment needed for the Fire Department.

Background Information:

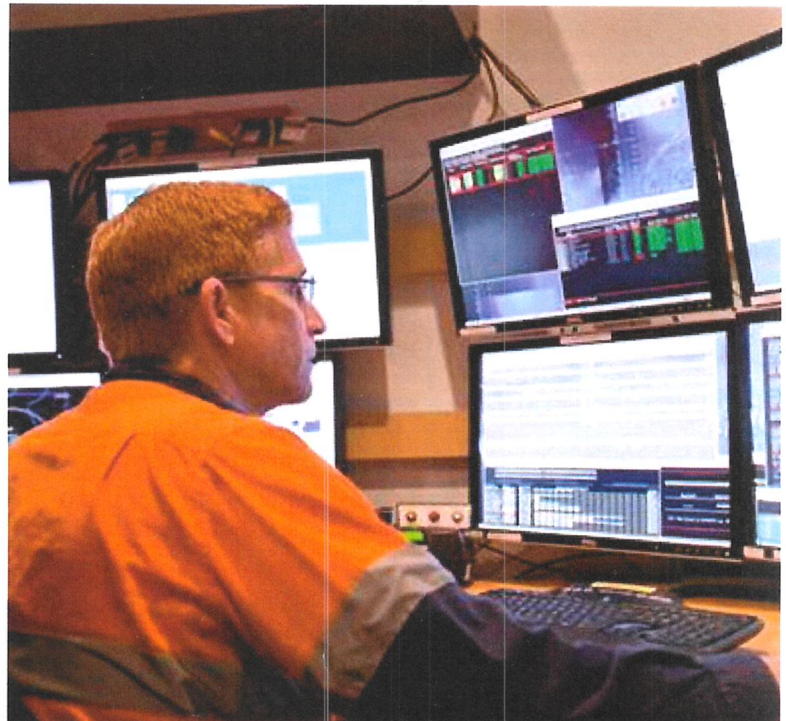
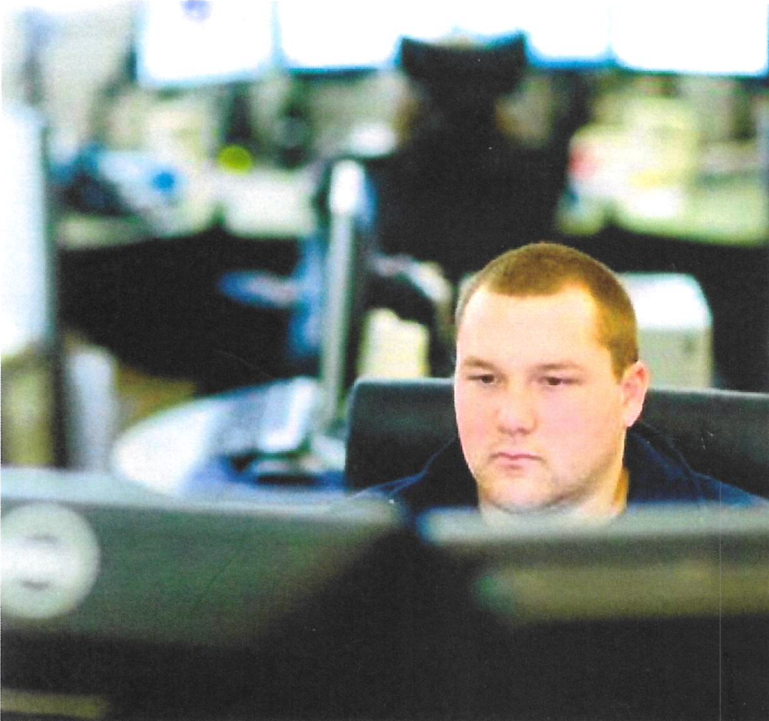
A quote is attached to purchase six (6) radios and the associated equipment needed for the Fire Department. These radios will go on the new fire truck that should be delivered in January 2024.

Financial Summary:

The cost of the radios and equipment is \$42,021.54. This was budgeted in the Fire Impact Fee Fund Budget for this fiscal year.

Staff Recommendation:

Staff recommends approval.



LAVERGNE, CITY OF

LaVergne - APX-6000XE

04/17/2023

04/17/2023

LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086

RE: Motorola Quote for LaVergne - APX-6000XE
Dear Nick Matthews,

Motorola Solutions is pleased to present LAVERGNE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAVERGNE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Juan Padilla at juan@nashvillecomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Juan Padilla

Motorola Solutions Manufacturer's Representative

Billing Address:
LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086
US

Quote Date:04/17/2023
Expiration Date:06/16/2023
Quote Created By:
Juan Padilla
juan@nashvillecomm.com

End Customer:
LAVERGNE, CITY OF
Nick Matthews
nmatthews@lavernetn.gov
615-566-9573

Contract: 21424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	6	\$4,104.00	\$2,954.88	\$17,729.28
1a	H869BZ	ENH: MULTIKEY	6	\$363.00	\$261.36	\$1,568.16
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.00	\$4.32	\$25.92
1c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	6	\$110.00	\$79.20	\$475.20
1d	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	6	\$110.00	\$79.20	\$475.20
1e	Q361AR	ADD: P25 9600 BAUD TRUNKING	6	\$330.00	\$237.60	\$1,425.60
1f	QA02006AA	ENH: APX6000XE RUGGED RADIO	6	\$880.00	\$633.60	\$3,801.60
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6	\$184.00	\$184.00	\$1,104.00
1h	QA00580AC	ADD: TDMA OPERATION	6	\$495.00	\$356.40	\$2,138.40
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6	\$0.00	\$0.00	\$0.00
1j	QA09001AB	ADD: WIFI CAPABILITY	6	\$330.00	\$237.60	\$1,425.60
1k	QA03399AA	ADD: ENHANCED DATA APX	6	\$165.00	\$118.80	\$712.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	H38BT	ADD: SMARTZONE OPERATION	6	\$1,320.00	\$950.40	\$5,702.40
1m	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	6	\$567.00	\$408.24	\$2,449.44
1n	Q629AK	ENH: AES ENCRYPTION AND ADP	6	\$523.00	\$376.56	\$2,259.36
Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	6	\$121.43	\$121.43	\$728.58
Grand Total				\$42,021.54(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

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Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: OMNIA Partners Contract Pricing - Fitness Area Surfacing and Equipment for Veteran's Memorial Park.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Quote - Great Southern Recreation

Summary:

This is a request from the Parks & Recreation Department to install a new surface and fitness equipment at Veteran's Memorial Park.

Background Information:

The fitness area at Veteran's Memorial Park is needing to be replaced. Great Southern Recreation has submitted a quote to install a new artificial turf safety surface and new equipment for this area. This quote will be using the OMNIA Partners Cooperative Purchasing Program and their contract pricing. This is a budgeted item and is in the Parks Capital Projects Fund.

Financial Summary:

The cost of the project is \$65,441.00. The board approved a total of \$85,000 in the Parks Capital Projects Fund for this project.

Staff Recommendation:

Staff recommends approval.



1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	La Vergne Parks and Recreation
CONTACT:	Andrew Stophel
ADDRESS:	5093 Murfreesboro Road, La Vergne, TN
PHONE:	615-793-6295

PROJECT TITLE:	Veterans Memorial Park
REVISION:	
OPTION:	Fitness Area Surfacing

Official Quote from Great Southern Recreation

OMNIA CONTRACT NUMBER: R220203

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	6/6/2023	TN	Rutherford	Net 15	TBD

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
A3-EC8432	1	Horizontal Ladder and Balance Station	\$ 3,037.00	\$ 3,037.00
EC-8008-S	1	Tai Chi Spinner Station	\$ 2,003.00	\$ 2,003.00
A3-EC8437	1	Parallel Bars and Blance Disc Station	\$ 1,970.00	\$ 1,970.00
EC-8004-S	1	Sit-Up and Crunch Station	\$ 1,938.00	\$ 1,938.00
EC-8010-S	1	Dip, Push-Up, Pull-Up Station	\$ 1,900.00	\$ 1,900.00
EC-8005-S	1	Step-Up and Stretch Station	\$ 1,938.00	\$ 1,938.00
A3-EC8438	1	Bar Vault Station	\$ 1,579.00	\$ 1,579.00
A3-EC8434	1	Pull-Up and Chin-Up Station	\$ 1,479.00	\$ 1,479.00
A3-EC8433	1	Agility and Jump-N-Touch Station	\$ 1,358.00	\$ 1,358.00
A3-EC8436	1	Tricep and Push-Up Station	\$ 1,348.00	\$ 1,348.00
				\$ -
				\$ -
				\$ -
SUBTOTAL FOR EQUIPMENT				\$ 18,550.00
Certified Southern-built™ Installation				\$ 6,863.00
SAFETY SURFACE	2470	Artificial Turf Safety Surface	\$ 14.50	\$ 35,815.00
Turf Surfacing to be folded under at perimeter. Installed with 1" play pad and silica sand infill				
DISCOUNT	10%	OMNIA PURCHASING CO-OP DISCOUNT		\$ (1,855.00)
SUBTOTAL				\$ 59,373.00

TAX RATE	EX
SALES TAX	-

BONDS	
EQUIPMENT FREIGHT	4,688.00
SURFACE FREIGHT	1,380.00

TOTAL \$ 65,441.00

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: State Contract Pricing - Skid Steer for the Stormwater Department.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Quote - Skid Steer

Summary:

This is an item to purchase a new Skid Steer for the Stormwater Department.

Background Information:

Attached is a quote from Thompson Machinery for a Model 259D3 Compact Track Loader (Skid Steer). This will replace the existing Skid Steer in the Department. These funds were allocated in the fiscal year 2023-2024 Stormwater Fund Budget.

Financial Summary:

The cost of the Skid Steer is \$72,269.41. A total of \$75,000 was allocated for this purchase in the FY 2023-2024 Stormwater Fund Budget.

Staff Recommendation:

Staff recommends approval.

CITY OF LAVERGNE
5093 MURFREESBORO RD

LA VERGNE, TENNESSEE 37086-2706

Dear Valued Customer,

We are pleased to present the following quotation for one new 259D3, equipped as follows:

259D3 COMPACT TRACK LOADER
LANE 3 ORDER
CAB PACKAGE, PRO PLUS
HYDRAULICS, PERFORMANCE, (H2)
CONTROL, ISO, PROP, WT
LIGHTS, LED
ROPS, ENCLOSED WITH A/C (C3)
DISPLAY, ADVANCED, LCD, CAMERA
FAN, COOLING, DEMAND
QUICK COUPLER, HYDRAULIC
SEAT,AIR SUSPENSION,CLOTH,HEAT
FILM, TWO SPEED
STANDARD RADIO(12V),BLUETOOTH
RUBBER BELT, 2 SPD, TF IDLERS
TRACK,RUBBER,400MM(15.7IN)BLCK
RIDE CONTROL, NONE
BATTERY,HD,DISCONNECT, 850 CCA
REAR LIGHTS
DOOR, CAB, POLYCARBONATE
SEAT BELT, 2"
PRODUCT LINK, CELLULAR PL641
CERTIFICATION ARR, P65
INSTRUCTIONS, ANSI, USA
SERIALIZED TECHNICAL MEDIA KIT
MOUNTING, FIRE EXTINGUISHER
PACK, DOMESTIC TRUCK
NEW CAT 74" GP BUCKET W/ TEETH

WARRANTY	
Months:	24
Hours:	2000
Description:	PREMIER
Additional:	Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use.



*FIRST SERVICE IS INCLUDED WITH PURCHASE

Purchase Price *(plus applicable taxes)*:

\$98,325.73 – LIST PRICE
-26,056.32 – TN STATE CONTRACT DISCOUNT
\$72,269.41 – TN STATE CONTRACT PRICING

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Brandon Cotter

Sales Representative
Thompson Machinery



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Ratify Sole Source Purchase - Replacement Cameras for Channel 3 in Boardroom.

Department: Public Relations

Presented By: Jerry Davenport

Item Attachments: 1. Invoice - Take One - Camera Purchase and Installation

Summary:

This is an item to ratify the approval of a sole source purchase to purchase replacement cameras for Channel 3 in the City Hall Boardroom.

Background Information:

Two of the cameras in the boardroom failed and needed to be replaced so that we could still record and air meetings on Channel 3. This is considered an emergency sole source purchase because we needed to purchase replacement cameras that match the other cameras and work with our existing system.

Financial Summary:

The cost of the cameras and installation is \$9,137.09. A budget amendment is on the agenda to allocate the funds for this emergency sole source purchase.

Staff Recommendation:

Staff recommends approval.



A Division of United Production Services, Inc.

Invoice

125 Commerce Dr.
Hendersonville, TN 37075

Date	Invoice #
7/24/2023	7522

Bill To
City of Lavergne Channel 3 Station Mgr. 5093 Murfreesboro Rd Lavergne, TN 37086

Ship To
City of Lavergne Channel 3 Station Mgr. 5093 Murfreesboro Rd Lavergne, TN 37086

P.O. Number
110-18683

Terms
Net 15

Quantity	Item Code	Description	Price Each	Amount
2	ROS-PTZ-12G-BLACK	Ross PTZ Replacement w/installation	2,906.47	5,812.94
2	ROS-PTZ-WB-BLACK	ROSS PTZ-12G Integrated PTZ Camera in Black	177.17	354.34
1	ROS-PS-OGX	ROSS PTZ Wall Bracket - Black	759.82	759.82
		Redundant or Spare Power Supply for OGX Frame.		
		High Efficiency Design provides 600 watts of output power.		
		Universal Input 90 to 264 volts, Power Factor corrected, built-in		
		Cooling Fan		
1	Labor- Installation	Labor for installation of Listed Equipment into existing Control Room	1,776.25	1,776.25
	Shipping & Handling	Shipping prepaid and billed at cost.	433.74	433.74

All sales are final. No refunds, returns, or cancellations unless otherwise noted.

Shipping is prepaid and billed at cost.

Effective February 1, 2019, payments made via Credit Card will also be charged a 4% Convenience Fee.

(615) 431-5822
billing@unitedproductions.tv

Subtotal	USD 9,137.09
Sales Tax (0.0%)	USD 0.00
Total	USD 9,137.09
Payments/Credits	USD 0.00
Balance Due	USD 9,137.09



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Sourcewell Contract Pricing - Asphalt Hot Box Trailer for the Street Department.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Requisition-Quote

Summary:

This is an item to purchase a new asphalt hot box trailer for the Street Department.

Background Information:

Attached is a quote from Stringfellow for a 4-Ton Falcon Asphalt Recycler and Hot Box Trailer. This will allow the Street Department to repair pot holes with hot mix which will last better than cold mix repairs.

Financial Summary:

The cost of the Hot Box Trailer is \$37,439. In the Fiscal Year 2023-2024 General Fund Budget, a total of \$50,000 was allocated for this purchase.

Staff Recommendation:

Staff recommends approval.



**CITY OF LA VERGNE, TENNESSEE
PURCHASE REQUISITION**

Date Requested:	07/20/2023
Date Needed:	07/20/2023

Requisition Number:
Date Ordered:

Department:	STREET
Department Head:	MIKE DIETZ
Account to Charge:	110-43100-940

Requestor:	DOUG OAKLEY
Purchase From:	

Vendors Contacted	Comparative Pricing
1. STRINGFELLOW	37,439.00
2. CRAFCO	48,590.00
3. STEPP MFG.	NO RESPONSE

Item Number	QTY	Description	Unit Price	Total
4-TON	1	ASPHALT HOTBOX TRAILER	\$ 37,439.00	\$ 37,439.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total				\$ 37,439.00

Special Instructions:	
Requestor Signature: <i>Doug Oakley</i>	Date: <i>7-20-23</i>
Department Head Signature: <i>Mike Dietz</i>	Date: <i>7-20-23</i>
City Administrator Signature: (If Needed)	Date:



SOURCEWELL PRICE QUOTE

No. OZ01232023-028

2600 W Salzburg Street
Freeland, MI 48623
Phone: (989) 495 – 9332
Fax: (989) 495 – 9342

Requested By: Stringfellow – City of LaVergne, TN

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
7/20/2023	8/20/2023	FOB Freeland, MI	Bill	Net 30 Days

Qty	Item No	Description	Price
1		4-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Single diesel burner Dump Box (12-Volt Electric Over Hydraulic) Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Standard frame – 16' Falcon Smart Control package includes: VIP, 7-day timer, fuel level gauge, hour meter, voltmeter, and temperature gauge LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Night Work Lights - LED Strobe Warning Light Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3-Positions Release agent basket	\$35,576

Operator, Parts and Service Manual
Two-Year Machine Warranty and Lifetime Frame Warranty
Freight to Nashville, TN

Included
Included
\$1863

Plus Applicable Sales Tax

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency -- uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) -- Protects burner components by automatically preventing burner from operating with low battery voltage
- A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
- Heat management system is engineered to provide even hopper temperatures -- eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

It's a Falcon

TOTAL

\$37,439.00



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Sole Source Purchase - Muffin Monster Grinder Replacement at Fergus Road Sewer Lift Station.

Department: Finance

Presented By: Felicia Anderson

Item Attachments:

1. Estimate
2. Sole Source Letter
3. Terms & Conditions

Summary:

This is a sole source purchase to replace two existing hydraulic Muffin Monster grinders for the Fergus Road Sewer Lift Station.

Background Information:

A quote is attached from BAR Environmental Supply, Inc. for this replacement equipment needed for the Fergus Road Sewer Lift Station. This is considered a sole source purchase and a justification letter is also attached. There is a lead time of 18-22 weeks to get delivery on the equipment before installation can occur.

Financial Summary:

The cost of the equipment and installation is \$59,700. In the Fiscal Year 2023-2024 Water and Sewer Fund budget, a total of \$60,000 was budgeted for this item.

Staff Recommendation:

Staff recommends approval.

BAR Environmental Supply, Inc.

100 Winners Cir N Ste 420
Brentwood, TN 37027
+1 6153730788



Quote

ADDRESS

City of Lavergne
Attn: Shane Stott
148 International Boulevard
LaVergne, TN 37086

SHIP TO

City of Lavergne
Attn: Shane Stott
148 International Boulevard
LaVergne, TN 37086

QUOTE # JSA070723-1**DATE** 07/07/2023**EXPIRATION DATE** 08/07/2023

ACTIVITY	QTY	RATE	AMOUNT
Fergus Road Lift Station Muffin Monster Replacement:	1	59,700.00	59,700.00
BAR to replace 2 existing hydraulic Muffin Monster grinders with new units and torque motors. Filters, gauges and oil will be replaced on both hydraulic units. Panels will be checked to confirm volt readings and proper operation.			

30005-0032-DI Monster Renew 11T Cam Cutters 1 : 1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets Delta P Side Rails Motor Type: Hydraulic New Torque Motor New Spool Paint Epoxy Green	2		
Grinder SN: TBD			

Filter Element Assy, 5 HP/10 HP P/P	2		

Gauge, 0-5000 PSI Pressure	2		

Freight included			
Lead Time: 18-22 weeks			

SUBTOTAL			59,700.00
TAX			0.00
TOTAL			\$59,700.00

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.

--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.

Accepted By

Accepted Date

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.
--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.



JWC
Environmental®



JWC Environmental LLC
290 Paularino Ave.
Costa Mesa, CA 92626

Date: July 10, 2023

To: Shane Stott
Collection System Operator
City of LaVergne
148 International Blvd.
LaVergne, TN 37086

Subject: Sole Source for Muffin Monster/Parts

JWC Environmental is the inventor and owner of the Muffin Monster®, Channel Monster®, Auger Monster®, Screenings Washer Monster™, Honey Monster™ and Monster Screening Systems™. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

BAR Environmental Inc. is the exclusive JWC Environmental municipal and industrial representative for Tennessee.

Please feel free to contact me at **(281) 299-9599 or chrisb@jwce.com** if we can provide any additional information.

Sincerely,

Chris Burt
After Market Sales Manager

*The **Monster** Family is Growing*
www.jwce.com/headworks



BAR ENVIRONMENTAL INC

TERMS AND CONDITIONS OF SALE

1. **PRICES:** Seller reserves the right to correct any obvious errors in specifications or prices.
2. **TERMS:** Terms of payment are as outlined: 95% due at shipment and 5% due at completion. If submittals are required on an order, 30% due at submittal approval, 65% due at shipment and 5% due at start-up. Past due accounts are subject to a carrying charge of one and one-half (1 ½) percent per month. Eighteen (18) percent per annum.
3. **TAXES:** Buyer shall promptly upon demand reimburse Seller for any taxes, which Seller may be required to pay upon or with respect to the sale, delivery, storage, or use of any of the goods and/or services covered hereby.
4. **SHIPPING INSTRUCTIONS:** if goods are ready for immediate delivery, Seller shall receive shipping instructions within forty-five (45) days after Seller's acceptance of Buyer's order. On all other orders shipping instructions shall be received by Seller within ten (10) ten days after notification that goods are available for delivery.
5. **DELIVERY:** Partial shipments may be made when ready and invoice submitted. Delivery of goods to a common carrier or licensed trucker shall constitute delivery to Buyer. In the event that shipping instructions are not received within the specified period, Seller may bill Buyer and hold the goods sold, and mailing of such invoice shall constitute delivery to Buyer. Seller may place such goods in storage and Buyer shall pay all charges incident thereto. All risk of loss or damage after delivery shall be borne by Buyer.
6. **ROUTING:** In the absence of Buyer's instruction as to desired carrier and routing, goods may be forwarded and routed as Seller, in its sole discretion, shall decide. Seller shall not be liable for selection of the carrier or method or routing.
7. **DELAY:** Delivery promises are Seller's best estimate of the time when goods will be shipped. Seller shall not be liable for failure to deliver or delays in delivery occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdown, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Seller's reasonable control. If performance by Seller is delayed by reason thereof, Seller shall inform Buyer promptly, and the time for delivery shall be extended for the period of such delay or, at Seller's option, the contract may be canceled without liability to either party.
8. **CANCELLATION:** After Seller's acceptance of Buyer's order, cancellation by Buyer shall be made only by agreement of Seller in writing.
9. **ORIGIN:** All sales are made f.o.b. Manufacturer's plant unless otherwise specified.
10. **WARRANTY:** Seller warrants that its goods are in compliance with stated specifications within limits of standard manufacturing tolerances and variances of the producer, and are free from defects in materials and workmanship. Seller will replace without charge, refund the purchase price or make a fair allowance for any noncompliance with stated specifications or any defects in material or workmanship in its products demonstrated to its satisfaction to have existed at the time of delivery, provided Buyer gives Seller written notice immediately upon discovery thereof and, in any event, within (1) one year after delivery of the goods to Buyer. Seller may require the return of the product to establish any claim. Seller's liability is limited to making replacement, refund or allowance within a reasonable time after receipt of written notice.



THIS IS SELLER'S SOLE WARRANTY WITH RESPECT TO THE GOODS; SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE ABOVE OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller will not be liable for any consequential damages, loss or expense arising in connection with the use of, or the inability to use, its goods for any purpose whatever. Seller's liability under no circumstances will exceed the contract price for goods claimed to be defective or unsuitable.

11. **CLAIMS OR RETURNS:** All claims for alleged defects in good, other than defects in workmanship or material, shall be deemed waived unless made in writing and delivered to Seller within (10) ten days after receipt of goods by Buyer. Buyer shall afford Seller prompt and reasonable opportunity to inspect all goods as to which any claim is made. All returns must be made freight charges prepaid with prior permission of Seller and must be accompanied by Seller's packing list and freight bill.
12. **FORMATION OF CONTRACT:** No contract between Buyer and Seller shall exist unless and until Seller shall accept and acknowledge at its general sales office a purchase order submitted by Buyer pursuant hereto.
13. **BUYER'S FINANCIAL RESPONSIBILITY:** Seller's acceptance of any purchase order submitted by Buyer pursuant to this quotation and Seller's obligations upon such acceptance shall at all times be subject to approval of Buyer's financial responsibility by Seller's credit department. Seller may at any time require payment in advance or satisfactory security, guarantee or assurance that invoices will be promptly paid when due. If Buyer's, after demand, fails promptly to pay in advance or to give satisfactory security, guarantee or assurance, Seller shall have the right to withhold delivery or performance of any undelivered portion of the goods or unperformed services, or to terminate the contract as to any undelivered goods or unperformed services, whereupon Buyer shall immediately become liable to Seller for (a) the purchase price of all goods delivered and services performed, and (b) any loss suffered by Seller (including loss of reasonable profits) with respect to undelivered goods and unperformed services. If any such undelivered goods shall have been fabricated or produced specially for Buyer, Seller's loss shall be deemed to be at a minimum the difference between the full purchase price thereof plus freight, storage and other costs incurred by Seller in connection therewith, less an allowance for the current scrap value of such goods as determined by Seller.
14. **MODIFICATION AND WAIVER:** Buyer's order, Seller's acceptance and these Terms and Conditions shall contain the entire contract between the parties, and there shall be no oral understanding, representations or agreements. In case of any inconsistency between the terms of Buyer's order and Seller's acceptance and the Terms and Conditions, Seller's Terms and Conditions and/or acceptance shall prevail. No alteration, modification or waiver shall be effective unless in writing and signed by the party against who such claimed alteration, modification or waiver is sought to be enforced. No waiver by either party of any default in any terms or condition shall constitute a waiver of any other term or condition.
15. **APPLICABLE LAW:** The contract shall be governed by and shall be construed according to the laws of the State of Tennessee.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: OMNIA Partners Contract Pricing - Body Worn Cameras for the Police Department.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Quote

Summary:

This is a request from the Police Department to purchase body worn cameras with all necessary equipment and licensing for our officers.

Background Information:

The initial body worn camera system will include 80 cameras. When fully staffed, we currently have a total of 72 sworn officers. These cameras include a 12-hour field-swappable battery. These cameras will work with our existing video system. This will be purchased through the OMNIA Partners Cooperative Purchasing contract using Contract #23-6692-03.

Financial Summary:

The total cost of this system is \$672,054.88. In the Fiscal Year 2023-2024 General Fund budget, a total of \$672,100 was allocated for this purchase.

Staff Recommendation:

Staff recommends approval.

SOLD-TO PARTY 11273952

LA VERGNE PD
MIKE CAMPBELL
5093 MURFREESBORO RD
LA VERGNE TN 37086-2706

SHIP-TO

LA VERGNE PD
MIKE CAMPBELL
5093 MURFREESBORO RD
LA VERGNE TN 37086-2706

Quotation

Quotation Number : [0226018078](#)
Document Date : 01-MAR-2023
PO Number : I-PRO 5 YR
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Janine Mackey
Email : JANINE.MACKEY@INSIGHT.COM
Telephone : +18136377044

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB destination
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
WV-BWC4000	BWC4000 CAMERA ONLY (INCLUDES KLIK FAST MOUNTING STUD) OPEN MARKET	80	846.18	67,694.40
IPS-BWC4-MNT-KIT	PANASONIC I-PRO AMERICAS INC. : IPS-BWC-MNT-BELTC,IPS-BWC-MNT-XMAG,IPS-BWC- IPS-BWC-MNT-MOLLE,IPS-BWC-MNT-VEST,IPS-BWC- OPEN MARKET	15	125.92	1,888.80
IPS-BWC4-WTY-5Y	5YR I-PRO BWC4000 ACCIDENTAL SVCSDAMAGE COVERAGE OPEN MARKET	80	200.32	16,025.60
WV-BWC40B1	I-PRO AMERICAS INC. : I-PRO BWC4000 REPLACEABLE BATTERY OPEN MARKET	60	171.71	10,302.60
WV-BWC40D1A	I-PRO BWC4000 SINGLE DOCKING CHARGER STATION ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE OPEN MARKET	79	217.50	17,182.50
WV-BWC40C1A	I-PRO AMERICAS INC. : I-PRO BWC4000 SINGLE BATTERY CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE OPEN MARKET	79	114.48	9,043.92
IPS-BWC4-12V-WIRE	I-PRO BWC4000 12V VEHICLE HARNESS FOR WV-BWC40D1A OR WV-BWC40C1A WEIGHT OPEN MARKET	158	28.62	4,521.96
IPS-BWC-AC65W	I-PRO AC ADAPTER (65W) FOR BWC4000 SINGL OPEN MARKET	1	62.96	62.96

Material	Material Description	Quantity	Unit Price	Extended Price
IPS-ICV-ETH25GRN	ETHERNET RJ45 SHIELDED CABLE 25FT GREEN OPEN MARKET	79	19.46	1,537.34
WV-BWC40D8	I-PRO AMERICAS INC. : I-PRO BWC4000 8-BAY DOCKING AND CHARGING STATION W/O AC ADAPTER IPS-BWC-AC100W OPEN MARKET	3	1,602.62	4,807.86
IPS-BWC-AC100W	I-PRO AMERICAS INC. : I-PRO AC ADAPTER (100W) FOR BWC 8-BAY DOCK CHARGER AND 8-BAY BATTERY CHARGER OPEN MARKET	3	103.02	309.06
IPS-BWC-CTB	I-PRO AMERICAS INC. : I-PRO BWC, COMMON TRIGGER BOX (CTB). INCLUDES 12V POWER HARNESS AND 25 GREEN UTP ETHERNET CABLE OPEN MARKET	69	297.63	20,536.47
IPS-ICV4-ANT-BL	PANORAMA SHARK FIN FOR ICV4000 ACCS4WLAN 1BT 1GPS BLACK 6.77 X2.4 OPEN MARKET	10	317.09	3,170.90
IPS-ICV4-ACC	I-PRO ACCESSORY KIT FOR VPU4000ACCS256GB SSD W/AES POWER DISTRIBUTION OPEN MARKET	10	641.04	6,410.40
WJ-VPU4000	VPU4000 RECORDING UNIT ONLY ACCS OPEN MARKET	10	3,122.81	31,228.10
WV-VC35	FRONT CAMERA VC35 COMPACT ACCS OPEN MARKET	10	846.18	8,461.80
WV-VC31	PANASONIC BACK SEAT CAMERA OPEN MARKET	10	367.68	3,676.80
ARB-M90	PANASONIC ARB-M90 WIRELESS MICROPHONE OPEN MARKET	10	571.79	5,717.90
IPS-CONSUL-1D-T	I-PRO PROFESSIONAL SERVICE ONE SVCSDAY OF SERVICES FOR DEPLOYMENT OPEN MARKET	5	2,403.92	12,019.60
IPS-ICV-ETH-NOPOE	I-PRO ICV 3.0 GREEN NON-POE NETWORK PATCH CABLE. OPEN MARKET	69	9.16	632.04
LIS-1-4TB-PS	Panasonic i-Pro Legacy Interface Server - SFF - Core i7 - 32 GB - HDD 4 TB OPEN MARKET	1	1,794.93	1,794.93
ARB-BWCBLANT-BLB	PANASONIC ANTENNA OPEN MARKET	69	77.84	5,370.96
IPS-BWC-MNT-MOLHOL	I-PRO BWC4000 HOLSTER MOUNT WITH DUAL 3 MOLLES FOR OUTER VEST USE OPEN MARKET	65	57.23	3,719.95

Material	Material Description	Quantity	Unit Price	Extended Price
IPS-ICV-UDE-CL5	I-PRO CLOUDE SOFTWARE 5YR SVCSLICENSE FOR SINGLE ICV SYSTEM Coverage Dates: 01-MAR-2023 - 01-MAR-2024 OPEN MARKET	68	3,777.60	256,876.80
IPS-BWC-UDE-CL5	5YR I-PRO CLOUDE SOFTWARE SVCSLICENSE FOR SINGLE BWC. Coverage Dates: 01-MAR-2023 - 01-MAR-2028 OPEN MARKET	80	2,232.21	178,576.80

Product Subtotal	643,525.25
Services Subtotal	28,045.20
Freight	484.43
TAX	0.00
Total	672,054.88

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Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Janine Mackey
+18136377044
JANINE.MACKEY@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



July 12, 2023

Ronny Beasley, Fire Chief
La Vergne Fire Rescue Department
468 Stones River Road
La Vergne, TN 37086

Re: Change Order No: 1 to Amend
Professional Services Agreement dated July 29, 2021
J+B No. 1805

Based on conversations with the Fire Chief and City Engineer during earlier on-site meetings, J+B was asked to manage and review the third-party inspections/reviews and their associated costs and J+B has done so to date. These expenses are typically incurred by the Owner, outside of the Contract for Construction or the Professional Services Agreement, as specified in the Construction Documents. It is the intent of this letter to modify the existing Professional Services Agreement to include these expenses in the total fee.

Additional Services to be Included via Change Order No:1:

- Third Party Testing of specified site and building elements. This would add a cost of approximately \$29,500.00 to the original Professional Services Agreement.
- Third Party Review of Storm Shelter Elements. This would add a cost of approximately \$3,000.00 to the original Professional Services Agreement.

It is also the intent of this letter to request additional funding for additional civil services performed by CEC in the furtherance of this project. CEC has requested this funding for services performed outside of their initial scope, these services included: a survey request to locate property boundary, a survey request to locate the existing water and sanitary lines along Gambill Lane, and design revisions to the layout of the grading, stormwater, and utilities due to the results of these surveys. This would add a cost of \$10,000.00 to the original Professional Services Agreement.

Due to delays in final contractor selection, weather conditions that have slowed the project, and time consumed during the boundary/utility surveying and site redesign, J+B is requesting an additional five months of funding, beyond what is left in our contract, in order to fully complete all the remaining Construction and Administration Services. Based on time spent thus far for Construction administration services we are requesting an additional \$35,000.00 to the original Professional Services Agreement. The remaining amount for Architectural Construction Administration would be divided evenly between the time of last billing (end of April 2023) to the end of June, 2024.

The total request of this Change Order is for \$77,500.00 and would modify the contract amount from a max of \$438,993.00 to a maximum of \$516,493.00. Please refer to attachments to Change Order No: 1 for additional information.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

John T. Tritt, AIA

City Center • Suite 700
100 East Main Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



Johnson + Bailey Architects P.C.

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

CHANGE ORDER NO. 1 - Professional Services Agreement

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

CHANGE ORDER NO: 1

DATE: July 12, 2023

ARCHITECT: Johnson + Bailey Architects P.C.
John T. Trail, Vice President
100 East Vine Street, Suite 700
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: July 29, 2021

ITEM 1: Assist Fire Department in furnishing Third Party Testing of specified site and building elements as specified in the construction documents. This was beyond the original A/E services scope, and is typically an Owner responsibility. This testing and site observation services will be supplied by the same company that created this site's Geotechnical report as they are familiar with the site and the reports recommendations. GTA will observe and report on: fill placement, subgrade preparation, foundation excavations, size and placement of reinforcing steel, concrete placement, structural steel inspections, compression testing of structural grout and concrete. For the full scope of services refer to attached GTA letter.

ADD:.....\$29,500.00

ITEM 2: Assist Fire Department in furnishing Third Party Review of storm shelter elements as required by IBC Codes. This was beyond the original A/E services scope, and is typically an Owner responsibility. KSi was selected based on the recommendation of former La Vergne City engineer. See attached letter from KSi.

ADD:\$3,000.00

ITEM 3: CEC has requested additional funding for services performed out of its scope. These included: surveying and updating property boundaries, surveying and correctly locating water and sanitary lines along Gambill Lane, and redesigning the site layout, grading, stormwater, and utilities to results of the surveys. These surveys garnered information that was left out by prior site surveyor. See attached letter from CEC.

ADD:\$10,000.00

ITEM 4: J+B is requesting additional funding to ensure continued Construction Administration services and support for the remainder of the Project. Due to delays in contractor selection, documented weather delays, and time consumed during the boundary/utility surveying and site redesign, we are requesting an additional 5 months of funding, at an estimated 40 hours of dedicated time per month, at a rate of \$175.00 per hour. With this request and the remaining balance we believe we will have sufficient funding to complete all remaining tasks associated with this project.

ADD:\$35,000.00

TOTAL:\$77,500.00

CONTINUED ON FOLLOWING PAGE

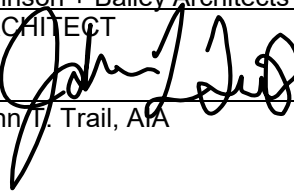
La Vergne Fire Rescue Department
Station No: 41
Change Order No: 1 - Professional Services Agreement
July 12, 2023
Page 2 of 2

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

The original Contract Sum was	\$438,993.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$438,993.00
The Contract Sum will be increased by this Change Order	\$77,500.00
The new Contract Sum including this Change Order will be	\$516,493.00

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

DATE: July 12, 2023

The City of La Vergne
OWNER

BY
Jason Cole, Mayor

DATE:

The City of La Vergne
OWNER

BY

DATE:

ATTACHMENTS:

1. GTA Proposal Letter dated January 8, 2023. Total of 9 pages.
2. KSi Proposal Letter dated January 13, 2022. Total of 3 pages.
3. CEC Authorization for Additional Services dated March 29, 2023. Total of 1 page.
4. Revised J+B Exhibit: B dated July 12, 2023. Total of 1 page.

GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL AND
ENVIRONMENTAL CONSULTANTS

A Practicing Geoprofessional Business Association Member Firm



Professional Services Agreement
Change Order No: 1
Item No: 1

January 8, 2023

LaVergne Fire Station

c/o: Mr. John T. Trail, AIA, NCARB
Johnson + Bailey Architects, P.C.
100 East Vine Street, Suite 700
Murfreesboro, TN 37130

RE: Proposal for Construction Materials Engineering and
Testing and Special Inspection
LaVergne Fire Department Headquarters
Fire Station No. 41
283 Old Nashville Highway
LaVergne, TN 37086

Dear Mr. Trail:

We appreciate having the opportunity to propose our materials engineering and testing services and special inspections during construction of the above referenced project in LaVergne, Tennessee. This proposal contains our understanding of the project, the requested scope of services, and fee and scheduling information.

PROJECT INFORMATION

It is our understanding that the proposed improvements will include a new Fire Station having a plan area of 18,845 square feet. The structure will be a masonry block building with a concrete slab-on-grade and its associated parking and drive areas.

Our company served as the geotechnical engineering consultant for this project and as such provided recommendations for site preparation and foundation design. Consequently, our company is familiar with the site conditions and is qualified to provide testing services during the site preparation and foundation construction. By allowing our forces to continue with the project during the construction phase, the owner is better assured that the information and design assumptions used by the geotechnical engineer are applied during construction. Because we have participated in the design phase of this project, GTA has a high level of commitment and responsibility to this project which should not be overlooked as you make your testing firm selection. We desire, and will appreciate the opportunity, to continue with this important project as a follow up to the services we have already provided.

230 Great Circle, Suite 211, Nashville, TN 37228 (615) 509-6012

◆ Abingdon, MD ◆ Baltimore, MD ◆ Laurel, MD ◆ Frederick, MD ◆ Waldorf, MD ◆ New Castle, DE ◆ Georgetown, DE ◆ Somerset, NJ
◆ NYC Metro ◆ York, PA ◆ Quakertown, PA ◆ Beaver Falls, PA ◆ Malvern, OH ◆ Sterling, VA ◆ Nashville, TN ◆ Charlotte, NC ◆ Raleigh, NC

Visit us on the web at www.gtaeng.com

PROPOSED SCOPE OF SERVICES

Based on the project specifications/drawings and our understanding of the project requirements, including the provisions in the 2018 International Building Code, we propose to provide the following services:

- Fill Placement will be observed and tested accordingly;
- Observe subgrade preparation, foundation excavations, and foundation bearing bedrock surface;
- Observe size and location of reinforcing steel prior to concrete placement;
- Observe concrete placement for slab-on-grade,
- Make test specimens and perform field tests on plastic concrete in accordance with the specifications, including slump, air content, unit weight, and temperature;
- Observe masonry block construction and grout infill; make test specimens of grout for compressive strength testing;
- Perform structural steel inspection, bolted connections and roof decking;
- Observe construction of associated pavements.

Upon request, we can issue draft copy field or testing reports for each site visit. Our project manager will review the draft field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. We will issue a final special inspection report at job completion stamped by a licensed, professional engineer. 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 does not meet the project specifications. We do not have the authority to stop the contractor's work. Additionally, we are not responsible for the safety of persons other than Terra-Nova personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

We require 24 hours' notice when scheduling our personnel to avoid interruptions in service.

COMPENSATION

Based on our understanding of the site-specific needs, we estimate the total fee for our services as outlined above and on the appended sheets to approach \$29,500. We will provide our services on a time and materials basis according to the attached schedule of fees. Our fees depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status. If it appears that we will exceed the budget estimate, we will notify you and discuss whether you wish to expand the budget or reduce the remaining scope of services to maintain the budget.

*Proposal for Construction Materials Engineering and
Testing and Special Inspection
LaVergne Fire Department Headquarters
Fire Station No. 41
283 Old Nashville Highway
LaVergne, TN 37086*

PROPOSAL ACCEPTANCE

To authorize our services, please sign the attached Client Project Services Agreement and return it and the proposal to our office. This proposal will remain valid for a period of 60 days from the date of this letter.

Sincerely,

GEO-TECHNOLOGY ASSOCIATES, INC.



Daniel D. Terranova, PE



PROPOSAL ACCEPTANCE SHEET

AGREEMENT FOR ENGINEERING CONSULTING SERVICES

Project Information

Project Name: LaVergne Fire Station
Project Location: LaVergne, TN
Description of Services Construction Material Testing and Special Inspections
Compensation for Services: T&M Est \$29,500

Client Information

Correspondence Address

Company Name: Johnson + Bailey Architects P.C.
Attention: John T. Trail
Mailing address: 100 East Vine Street, Suite 700
City, State, Zip Code: Murfreesboro, TN 37130
Telephone No.: 615-890-4560 email jtrail@jbarchitects.com

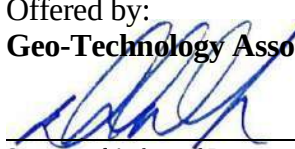
Billing Address (if different than above):

Attention: _____ Title: _____
Mailing address: _____
City, State, Zip Code _____
Telephone No.: _____ email: _____

Special Instructions

Services performed outside the scope of the proposal will be billed on a time and materials basis

Offered by:
Geo-Technology Associates, Inc

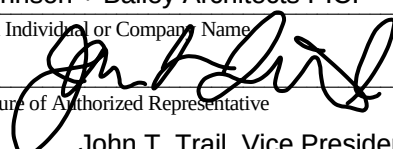

Signature of Authorized Representative

Daniel D. Terranova, PE/Vice-President
Printed Name and Title

Date of Proposal: January 8, 2023

Accepted by:

Johnson + Bailey Architects P.C.
Printed Individual or Company Name


Signature of Authorized Representative

John T. Trail, Vice President
Printed Name and Title

Date of Acceptance: 3-31-2023

GEO-TECHNOLOGY ASSOCIATES, INC.

Geotechnical and Environmental Consultants

GENERAL PROVISIONS

Professional Services Agreement
Change Order No: 1
Item No: 1

1. SCOPE OF SERVICES

Geo-Technology Associates, Inc. (GTA) shall perform the services defined in the Proposal, Work Authorization Form, Extra Work Authorization Form, or other document setting forth the agreement between the parties (the "Agreement") attached hereto and shall invoice Client at those rates shown in the Agreement. Any estimate of cost in the Agreement shall not be considered as a fixed price, but only an estimate unless otherwise specifically stated in the Agreement. Any service not included in the Agreement is an Additional Service. GTA will provide Additional Services under this Agreement as requested by Client and will invoice Client for those Additional Services at GTA's then prevailing fee schedule. The technical and pricing information contained in any document submitted by GTA to Client is confidential and proprietary, and shall not be released or otherwise made available to any third party without GTA's express written consent.

2. STANDARD OF CARE

GTA will strive to perform services under this Agreement in accordance with generally accepted principles of engineering practices and in a manner consistent with that level of care and skill ordinarily exercised by members of their profession, practicing under similar circumstances in the same or similar locality, in the same period of time. This warranty is in lieu of all other warranties, either express or implied.

3. OWNERSHIP OF DOCUMENTS

The documents prepared by GTA for this Project are Instruments of Service for use solely with respect to this Project and GTA is deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. Client will be permitted to retain copies, including reproducible copies, of the documents solely for Client's information, reference and use in connection with the Project as long as Client is not in default under this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Use and reproduction of any Instrument of Service without the express written consent of GTA is unauthorized and such use is at the sole risk of the user, and Client agrees to indemnify, defend, and hold GTA harmless from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized use. Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.

4. PAYMENTS

Invoices will be submitted by GTA on a monthly basis as work proceeds. Invoices will be due and payable in full upon receipt of an invoice by Client without retainage, and will not be contingent upon receipt of funds from third parties. In the event that Client objects to all or any portion of any invoice, Client shall notify GTA of the reasons for the objection within fifteen (15) days from date of the invoice, and pay that portion of the invoice not in dispute. Payments made by Client shall constitute acceptance of GTA's Proposal and General Provisions. If fees are not paid in full within thirty (30) days of the date of the invoice, GTA may pursue all appropriate remedies, including but not limited to, suspend or terminate services under this Agreement, withdrawing certifications, stopping work, and retaining all documents. In the event of such suspension or termination of services, GTA shall have no liability to Client for delay or damages caused by such suspension or termination. If at any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half percent (1.5%) per month from the date of the invoice will be charged. Claims and/or causes of action against Client arising out of or relating to this Agreement shall be brought by GTA within three (3) years of the date of the last invoice issued by GTA for services rendered pursuant to this Agreement or termination of this Agreement whichever is sooner. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on GTA's part to finance Client's operation, and no such willingness should be inferred. In the event GTA employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein Client agrees to pay all litigation costs, including but not limited to reasonable attorney's fees and court costs incurred by GTA, as well as the time spent by GTA personnel based on their current hourly billing rates.

5. CLIENT RESPONSIBILITIES

Client, for its own benefit, may, from time to time, on its own or retain others to perform certain tests, inspections and analyses or other information and materials for use by GTA ("client data"). GTA may rely and is expected to rely on such client data without the need for independent evaluation and/or verification. Client agrees to indemnify, defend, and hold GTA harmless from any and all losses, damages and claims of any nature which may in any way arise out of or in connection with the use by GTA of the client data and other information issued and/or prepared by Client or others and furnished to GTA in connection with this project. In the event Client or Client's personnel, contractors, or subcontractors become aware that a suspected error or omission by GTA has been discovered, or that a change in the conditions reported by GTA is suspected, GTA shall receive prompt written notice of such suspected error, omission, or change in order that GTA may have the opportunity to take prompt, effective measures which in GTA's opinion will minimize the consequences of a defect in service. Failure to provide prompt notice or to provide GTA the opportunity to remedy the situation shall relieve GTA of any further liability.

6. HIDDEN CONDITIONS

The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event GTA, in the performance of the services, uncovers a hidden condition, GTA shall not be responsible for costs associated with repairing, restoring, removing, redesigning or otherwise correcting said condition. GTA shall have no responsibility for hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

7. HAZARDOUS SUBSTANCES

GTA shall have no responsibility, unless contracted to do so, for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous substances in any form at the Project site, including but not limited to asbestos, asbestos products, petroleum, petroleum derivatives, polychlorinated biphenyl (PCB) or other hazardous substances, as defined by any applicable environmental law. Client agrees to advise GTA prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during GTA's work contain substances hazardous to health, safety or the environment, these samples remain the property of Client. Likewise, any equipment contaminated during GTA's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

8. CONSTRUCTION OBSERVATIONS AND TESTING SERVICES

GTA will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed Scope of Services. Unless GTA's Scope of Services provides otherwise, GTA does not provide continuous observation of the work performed by the contractor or subcontractors. GTA's visits to the construction site shall be for the purpose of becoming generally familiar with the progress of the construction work and performing observations and testing within GTA's scope. Should Client not retain GTA to observe construction, or should Client unduly restrict GTA's assignment to observe construction, Client waives any claim against GTA, and agrees to indemnify, defend, and hold GTA harmless from any claim, liability, or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GTA. GTA's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors or job site safety. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of GTA's field representative nor the observation and testing by GTA shall excuse the contractor from defects in its work or from potentially unsafe working conditions.

9. RIGHT OF ENTRY

Client will provide rights of entry and access for GTA and necessary permissions in order for GTA to perform its services. While GTA will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of work, some damage may occur to surface features, the correction of which is not part of GTA's Scope of Services.

10. DISCLOSURE

If during the course of this engagement, GTA develops data or information that requires disclosure to an administrative agency or other authority with proper jurisdiction, Client agrees to such disclosure and agrees to defend, indemnify, and hold GTA harmless from any claim or liability arising from such disclosure.

11. FAILURE TO FOLLOW RECOMMENDATIONS

Client recognizes and assumes the inherent risks connected with subsurface and earthwork construction, and agrees that it would be unfair to hold GTA liable for problems that may occur if GTA's recommendations are not followed. Accordingly, Client waives any claims against GTA, and agrees to defend, indemnify, and hold GTA harmless from any claim or liability for injury or loss that results from Client's failure to strictly implement GTA's recommendations. Client also agrees to compensate GTA for any time spent and expenses incurred by GTA, including attorney's fees, in defense of any such claim, with such compensation to be based upon GTA's then prevailing fee schedule and expense reimbursement policy.

12. SAMPLING AND TEST LOCATION

Unless otherwise stated, the fees in the Agreement do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or exploration locations described in GTA's report or shown on sketches are based upon information furnished by others or estimates made in the field by GTA's representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. GTA will not provide or check field survey work. If Client specifies the test location, GTA reserves the right to deviate a reasonable distance from the location specified. GTA will retain all soil and rock samples for sixty (60) days after GTA's report is issued. Further storage or transfer of samples can be made at Client's expense, upon written request.

13. SUBSURFACE EXPLORATION

If subsurface exploration is required to complete the Scope of Services, then any such work by GTA is subject to the following qualifications.

- a. GTA will take reasonable precautions to avoid damages to subterranean structures or utilities in the prosecution of the work. The Client agrees to advise GTA of known or suspected underground features which could affect the services to be provided. The Client agrees to hold GTA harmless for any damages to subterranean utility lines and for structures which are not called to GTA's attention.
- b. If the Client specifies the subsurface exploration locations, GTA reserves the right to deviate a reasonable distance from the location specified. GTA reserves the right to terminate this contract if site conditions prevent subsurface exploration at or near the designated locations, and these conditions were not revealed to GTA prior to submitting this Agreement. If deeper or additional subsurface explorations are necessary to evaluate unusual or anomalous conditions, the additional work, will be charged in accordance with the fee schedule.

14. REJECTION OF WORK

GTA may recommend to Client rejection of contractor's work which, in GTA's professional opinion, does not conform to design, specifications, or GTA's recommendations. Client agrees to indemnify, defend and hold GTA harmless from any and all losses, damages and claims of any nature, which may in any way arise out of GTA's rendering of good faith advice to Client on this topic.

15. DELAYS

In the event that GTA's field or technical work is interrupted due to causes beyond GTA's control, GTA shall be compensated for the labor, equipment, and other costs GTA incurs in order to maintain its workforce for Client's benefit during the interruption, or at Client's option, the various costs GTA incurs for demobilization and subsequent remobilization. Compensation to GTA shall be based upon GTA's then prevailing fee schedule and expense reimbursement policy. Client shall not hold GTA responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of GTA.

16. DISPUTE RESOLUTION

In addition to and as a condition precedent to litigation, the parties shall endeavor to settle disputes, other than payment disputes, by non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. In no event shall the demand for mediation be made after the date when such claim, dispute or other matter in question would be barred by the applicable statute of limitations. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of this Agreement shall be determined by a state or federal court located in Tennessee. Both parties consent to personal jurisdiction and venue in the courts referenced above.

17. CERTIFICATE OF MERIT

Client shall make no claim, either directly or in a third party claim, against GTA unless Client has first provided GTA with a written certification executed by an independent professional currently practicing in the discipline of the alleged defect or error and licensed in the state where the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. Should any provision of this Agreement be or become legally invalid, the validity of the remainder of this Agreement shall not be affected.

19. LIMITATION OF LIABILITY

GTA's liability for damages arising out of any theory of liability, including torts, such as negligence, strict or statutory liability, and breach of contract, shall be limited to an amount not to exceed the lesser of GTA's fee or \$50,000. To the extent damages are covered by property insurance, Client and GTA waive all rights against each other, notwithstanding that such loss, damage or liability may arise out of the act or omission of GTA, and the nature of the conduct that causes the damage shall not vitiate this waiver. GTA will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act by GTA. No director, officer, employee or agent of GTA shall have any individual liability to Client. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person. Any and all claims and/or causes of action against GTA arising out of or relating to this Agreement shall be brought by Client within two (2) years of the date of the last invoice issued for services rendered pursuant to this Agreement or termination of this Agreement whichever is sooner.

20. COVENANT NOT TO SUE.

Client shall assure that the following covenant not to sue is contained in all other contractor agreements, and shall assure its enforcement: "Contractor, or any successor, assignee or subrogee of Contractor, agrees not to bring any civil suit, action or other proceeding in law, equity or arbitration against GTA, or the officers, employees, agents or consultants, of GTA, for the enforcement of any action which Contractor may have arising out of or in any manner connected with the Project. GTA, its officers, employees, agents, and consultants are intended third-party beneficiaries of this covenant not to sue, who are entitled to enforce this covenant in law or equity."

21. BETTERMENT

If due to GTA's breach of the standard of care, any required item or component of the Project is omitted from GTA's Instruments of Service, GTA shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will GTA be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

22. ASSIGNMENT

Client shall not assign or transfer its interest or claim arising under or related to this Agreement without the written consent of GTA.

23. SUSPENSION OR TERMINATION FOR CLIENT'S BREACH

GTA may suspend or terminate services without breach of contract immediately upon giving Client written notice that Client is in default. In the event services are suspended or terminated, GTA has no obligation to deliver documents and any consequences (including delay) resulting from such suspension or termination are the sole responsibility of Client. GTA shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due and any termination expenses. Client has the obligation to return all documents if Client is in default under this Agreement. Client shall be considered in default in the event GTA does not receive payment when due, Client unreasonably delays in responding to GTA, Client fails to reasonably act in good faith, or Client otherwise breaches this Agreement.

24. ENTIRE AGREEMENT

These General Provisions along with the Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations or agreements, either written or oral and may be amended only by written instrument signed by all of the parties.

25. PREVAILING WAGE PROJECTS

This Agreement is based on GTA's services for this Project being considered professional services and not subject to the provisions of any prevailing wage act. If it is later determined that any prevailing wage act applies to GTA's services on this Project, this Agreement will be amended to reflect GTA's hourly billing rate which will be based on applicable Prevailing Wages, plus overhead and profit as determined by GTA. The change in hourly billing rates will be retroactive to the start of work on this project. Client agrees to protect and reimburse GTA for any and all costs incurred arising out of or resulting from the requirements of the Prevailing Wage Act being applied to our services on this Project. Client further agrees to immediately notify GTA if the Client learns that the Prevailing Wage Act may apply to GTA's services on this Project.

Geo-Technology Associates, INC 2023 STANDARD SCHEDULE OF FEES

Professional Staff

Principal Engineer/VP	\$250/hr
Associate	\$200/hr
Senior Manager Engineer Geotechnical Prof Geologist Scientist	\$175/hr
Project Manager Engineer Geotechnical Prof Geologist Scientist	\$150/hr
Staff Engineer Geotechnical Prof Geologist Scientist Asst Project Manager	\$125/hr
Field Geotechnical Professional/Scientist.....	\$100/hr
CADD Drafter.....	\$70/hr
Clerical Administrative	\$65/hr
Expert Witness	\$300/hr + Travel Cost

Field Personnel

Engineering Technician – 4 hour minimum	\$60/hr
Premium Time(Holidays, Weekends, Outside normal business hours: 7am – 4 pm)	\$78/hr
Senior Technician (Wood , Steel Inspection) 4 hour minimum	\$100/hr
Premium Time(Holidays, Weekends, Outside normal business hours:7am – 4 pm)	\$130/hr

Lab Testing

Moisture Content Determination	\$11/ea
Unconfined Compression Test (Soil).....	\$85/ea
Unconfined Compression Test (rock).....	\$125/ea
Atterberg Limit.....	\$85/ea
Coarse Grain Size Distribution	\$85/ea
Fine Grain Size Distribution (Hydrometer)	\$200/ea
Moisture Density	
Standard Proctor (ASTM D 698).....	\$150/ea
Modified Proctor (ASTM D 1557).....	\$180/ea
Concrete Compressive Strength (4 x 8)	\$18/ea
Concrete Compressive Strength (6 x 12)	\$22/ea
Grout Prism Compressive Strength.....	\$18/ea
Mortar Cube Compressive Strength	\$18/ea
Wash #200	\$80/ea
Sample Preparation (Grout, High Strength Concrete, Rock Core)	\$50/ea
Floor Flatness Data Reduction per visit	\$750/ea

Travel Cost

Mileage	\$0.90mi
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Drilling – Quotes Available

GEO-TECHNOLOGY ASSOCIATES

CONSTRUCTION TESTING ESTIMATE

SERVICE	PROJECTED SCHEDULE			UNIT COST	TOTAL	SUBTOTALS
<i>EARTHWORK/FOUNDATIONS</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Subgrade Review Proofroll, Test holes;	2	4	8	\$60.00	\$480	
Monitoring Fill Placement & Density Testing	10	4	40	\$60.00	\$2,400	
Technician Premium Time	0	0	0	\$78.00	\$0	
Proj. Man. &/or Engineer's Review	12	0.25	3.00	\$150.00	\$450	
						\$3,330
<i>PAVEMENT</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Subgrade Review & Proofrolling	2	4	8	\$60.00	\$480	
Monitoring Fill Placement & Density Testing	2	4	8	\$60.00	\$479	
Monitoring of Basestone Placement	1	4	4	\$60.00	\$240	
Monitoring of Asphalt Placement	2	8	16	\$60.00	\$960	
Technician Premium Time	0	2	0	\$78.00	\$0	
Proj. Man. &/or Engineer's Review	7	0.25	2	\$150.00	\$262	
						\$2,422
<i>FOOTINGS/CONCRETE</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Drilled Piers/Micropiles	0	8	0	\$60.00	\$0	
Spread/Continuous Footings/Grade Beams;	8	4	32	\$60.00	\$1,920	
Cylinder Pick Up	8	1.5	12.0	\$60.00	\$720	
Technician Overtime	0	2	0	\$78.00	\$0	
Proj. Man. &/or Engineer's Review	8	0.25	2.00	\$150.00	\$300	
						\$2,940
<i>NORMAL WEIGHT CONC./ARCH. CONC.</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Columns / Pedastals	0	5	0	\$60.00	\$0	
Slabs/Beams (at-grade &/or Elevated)	6	8	48	\$60.00	\$2,880	
Reinforcing & PT Placement/Stressing	0	8	0	\$60.00	\$0	
Miscellaneous Place. (i.e.dumpster pad, etc.)	2	5	10	\$60.00	\$600	
Cylinder Pick Up	8	1.5	12	\$60.00	\$720	
FF FL Testing Travel Time	0	1.5	0	\$60.00	\$0	
Technician Overtime	0	0	0	\$78.00	\$0	
Proj. Man. &/or Engineer's Review	8	0.25	2	\$150.00	\$300	
						\$4,500
<i>STRUCTURAL STEEL/WOOD</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Anchor Bolts & Bolted Connections	4	4	16	\$100.00	\$1,600	
Light Gage Steel	0	4	0	\$100.00	\$0	
Metal Decking	0	4	0	\$100.00	\$0	
Certified Welding Inspector Premium Time			0	\$130.00	\$0	
Pre-cast connections	0	4	0	\$100.00	\$0	
Proj. Man. &/or Engineer's Review	4	0.25	1.00	\$150.00	\$150	
						\$1,750
<i>MASONRY/MORTAR</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Masonry Monitoring &/or Sampling	10	4	40	\$60.00	\$2,400	
Proj. Man. &/or Engineer's Review	10	0.25	2.50	\$150.00	\$375	
						\$2,775

CONSTRUCTION TESTING ESTIMATE CONTINUED

SERVICE	PROJECTED SCHEDULE			UNIT COST	TOTAL	SUBTOTALS
<i>HIGH STRENGTH GROUT</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Placement Monitoring	2	4	8	\$60.00	\$480	
Specimen Pick Up Grout,Mortar,Block Fill	12	1.5	18	\$60.00	\$1,080	
Technician Premium Time			0	\$78.00	\$0	
Proj. Man. &/or Engineer's Review	2	0.25	0.5	\$150.00	\$75	
						\$1,635
<i>FIRE PROOFING/VAPOR EMISSION</i>	<i>Days</i>	<i>Hrs/Day</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Thickness Measurements	2	4	8	\$100.00	\$800	
Placing/Retrieving Vapor Emission Kits	0	4	0	\$60.00	\$0	
Technician Premium Time			0	\$130.00	\$0	
Proj. Man. &/or Engineer's Review	2	0.25	0.5	\$150.00	\$75	
PM Support Services	2	0.25	0.5	\$0.00	\$0	\$875
<i>FLOOR FLATNESS & OTHER LAB TESTS</i>	<i>Number</i>	<i>Units</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
F _F / F _L Testing (w/Face Dipstick)	0	Visits	0	\$750.000	\$0	
Laboratory Tests (Proctor w/Atterberg Limits)	1	1	1	\$180.00	\$180	
Laboratory Tests (Proctor Stone)	0	1	0	\$155.00	\$0	
Cylinders Foundations,Columns/Walls(5/set)	10	5	50	\$18.00	\$900	
Concrete Cylinders Slabs(5/set)	6	5	30	\$18.00	\$540	
				\$10.00	\$0	
CMU Block Testing	0	3	0	\$100.00	\$0	
Grout Samples & Misc.(4-6/set)	12	6	72	\$18.00	\$1,296	
Fireproofing Density Testing	0	1	0	\$30.00	\$0	
Engineer's Review Spec. Inspect.	1	4	4	\$125.00	\$500	
Concrete Strength Reports Review & Dist.	28	0.25	7	\$150.00	\$1,050	\$4,466
<i>DIRECT COSTS</i>	<i>Trips</i>	<i>Tr Charge</i>	<i>Total</i>	<i>Rate</i>	<i>Extension</i>	
Trip Charge	81			\$60.00	\$4,860	
Other Direct Costs				115%		\$29,553

Note: This is a good faith estimate based on our understanding of the project. The actual schedule may vary and billing will be based on the unit rates shown on the attached fee schedule for actual hours worked.

13 January 2022

Johnson & Bailey Architects, PC
100 East Vine Street, Suite 700
Murfreesboro, TN 37130

LFD Station N: 41 Storm Shelter
LaVergne, TN

KS i/Structural Engineers (KS i) is pleased to present this proposal for structural engineering services.

The project consists of providing engineering opinions on the design of a new storm shelter for the architect of record (AOR) and structural engineer of record (SEOR) for a new fire station in Laverne, Tennessee. Our involvement with the project would include several meetings to discuss the general concepts and answer questions about the design of the storm shelter.

Scope of Services

Basic structural engineering services (Basic Services) shall include several meetings with the AOR and SEOR. In general, the scope of discussion would be opinions and general concepts associated with the storm shelter.

Proposed Fees and Expenses for Basic Services

The fee will be a not to exceed hourly fee of \$3,000 at the hourly rates listed in the table below.

Reimbursable expenses are not anticipated.

If Basic Services covered by this Agreement have not been completed within 12 months of the date of this proposal, through no fault of the Consultant for this part of the project, extension of the Consultant's services beyond that time shall be considered Additional Services and the amounts of compensation set forth in this Agreement shall be equitably adjusted as agreed in writing by both parties.

Schedule of Payments

Schedule of payments and reimbursable expenses shall be monthly based on the progress of the work

Terms and Conditions

The above fee does not include any state or local sales, service, or other taxes. Any such taxes will be considered as an additional cost and will be added to the above fee.

Our invoices will be presented monthly as the work progresses and are due and payable 15 days after the architect receives payment from the owner and should be paid on a current basis. Accounts over 60 days past due are subject to accrue interest at the rate of 1.5 percent per month. In the event the default interest rate exceeds the maximum rate of interest allowable by law, the balance owing shall accrue interest until paid, at the maximum allowable interest rate.



KSi reserves the right to suspend work in progress in the event any amount of payment remains unpaid after 90 days after receipt of the invoice. The client agrees to pay all costs of collections, including, but not limited to, attorney's fees and court fees.

The client agrees, to the fullest extent permitted by law, to limit the liability of KSi to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of KSi to the client shall not exceed KSi's total fee for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Acceptance of Proposal

If this arrangement is satisfactory, please sign and return one copy of this letter for our files.

A handwritten signature in blue ink, appearing to read "D. A. M.", is written over a horizontal line.

January 13, 2022

ACCEPTED: KSi Structural Engineers

Date

A large, stylized handwritten signature in black ink is written over a horizontal line.

ACCEPTED: Johnson & Bailey Architects

Date

01-14-2022

LFD Station N: 41 Storm Shelter

13 January 2022



KSi Standard Hourly Rates 2022

Senior Principal	\$260.00
Structural Engineer PIC	\$190.00
Structural Engineer PM	\$170.00
Structural Engineer PE	\$150.00
Structural Engineer EL	\$125.00
CADD Manager	\$120.00
CADD Operator SR	\$120.00
CADD Operator ML	\$110.00
CADD Operator EL	\$100.00
Office Manager	\$ 85.00
Administrative Assistant	\$ 85.00



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: Johnson + Bailey Architects P.C. **Contact:** John T. Trail
Address: 100 East Vine Street Suite 700 **Client Phone:** (615) 890-4560
Murfreesboro TN, 37130 **Client Fax:** _____
Client Email: jtrail@jbarchitects.com
Date: 3-29-2023
Request No.: 1 **CEC Project Manager:** Matthew Klein
CEC Project: 314-831 **Task:** 0001
Project Name: City of La Vergne Fire Station
Location: La Vergne, TN

Proposed Scope of Services:

Task 0001 Site Development

CEC is requesting additional funding for services performed out of scope. These items are listed below.

- Survey request to locate property boundary.
- Survey request to locate the existing water and sanitary lines along Gambill Lane.
- Design revisions to layout, grading, stormwater, and utilities due to existing water and sanitary updated locations.

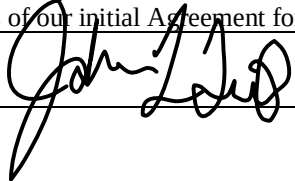
These services will be performed on a Time & Material Basis.

Reason(s) for Additional Services and Impacts to Schedule:

This change order is being provided to account for survey information not included by prior surveyor and for services performed out of scope.

CEC Principal Signature:  **Estimated Additional Fee:** \$10,000

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature:  **Date:** 7-12-2023



July 12, 2023

EXHIBIT: B (Revised per PSA Change Order No:1)
to The City of La Vergne Tennessee
Professional Services Agreement

Re: New Fire Station Facility
La Vergne Fire Rescue Department
283 Old Nashville Highway
J+B No. 1805

The below information contains hourly rates per employee type and compensation rates for in-house printing costs. Any large-scale printing needs for full sets of documents will be supplied by a printing company and invoiced to the Owner with no additional markup. Travel expenses will not be necessary for this project.

Total Fee shall not exceed \$516,493.00 for Architectural, Structural, Mechanical, Electrical, and Plumbing, and Civil disciplines. J+B will also assist Owner in management of required Third Party Testing and Reviewing entities.

Employee or Category	Rate (\$0.00)
Principal Architect	\$175.00 Per Hour
Principal Engineer	\$150.00 Per Hour
Staff Architect	\$125.00 Per Hour
Staff Engineer	\$125.00 Per Hour
Intern Architect	\$ 90.00 Per Hour
Intern Engineer	\$ 90.00 Per Hour
Field Representative	\$ 90.00 Per Hour
Draftsman	\$ 85.00 Per Hour
Administrative Personnel	\$ 65.00 Per Hour

Black and White Printing = 30 cents per square foot – In house.

Color Printing = 60 cents per square foot – In house.

Presentation Printing = \$1.20 per square foot – In house.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

John T. Nail, AIA

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve Street Paving with Hawkins Asphalt Paving, LLC for Fiscal Year 2023-2024.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. PROPOSAL- Nir Shreibman - COL- 3-9-23
2. PROPOSAL- Waldron Road - COL- 3-9-23
3. PROPOSAL- Stone River Road - COL- 3-9-23

Summary:

This item is to approve the list of streets to be paved in FY 2023-2024.

Background Information:

The FY 2023-2024 paving list includes the following streets: Waldron Road from Thorntons to Industrial Blvd, Stones River Road from the roundabout to Murfreesboro Road, and East Nir Shriebman from 73rd Avenue to KFC.

Financial Summary:

The estimated cost of the paving for FY 2023-2024 is \$627,479. This cost could go up or down depending on when the actual paving is completed. A total of \$900,000 was budgeted for this line item, but this also includes street striping and salt, so we can't spend it all on paving.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 3/9/23
Street: _____ Job Name: Nir Shriebman
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$663.18

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (6,321 sq yds) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.25" of asphalt topping and compact (6,321 sq yds) (522tons)
- Cost ----- \$71,713.50

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Based on the Bituminous index at the time of this quote the bituminous adjustment would be an increase of \$4,096.06**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth

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

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 3/9/23
Street: _____ Job Name: Waldron Road
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$663.18

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Provide Traffic Control beyond normal practices (\$18,000.00)
- Full Width Mill (16,951 sq yds) @ \$3.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of 1.25" of asphalt topping and compact (16,951 sq yds) (1,631 tons)
-  Cost ----- \$250,228.50

NOTE:

- Price is based on the original contract TDOT BBMI.
- Based on the Bituminous index at the time of this quote the bituminous adjustment would be an increase of \$12,798.21
- Some leveling is included in quote. Any overage will be billed at the contract amount.
- **Any dig outs required will be done at a rate of \$75.00 per square yard in addition to \$93.00 per ton of BM installed per the updated city contract.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface

- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 3/9/23
Street: _____ Job Name: Stones River Road
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$663.18

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

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (22,064 sq yds) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.25" of asphalt topping and compact (22,064 sq yds) (1,820 tons)
- Cost ----- \$239,092.00

NOTE:

- Price is based on the original contract TDOT BBMI.
- Based on the Bituminous index at the time of this quote the bituminous adjustment would be an increase of \$14,281.27
- Some leveling is included in quote. Any overage will be billed at the contract amount.
- **Any dig outs required will be done at a rate of \$75.00 per square yard in addition to \$93.00 per ton of BM installed per the updated city contract.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems

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

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

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

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

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

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

Date of Acceptance: _____ Signature: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve City Hall Parking Lot and Driveway Paving with Hawkins Asphalt Paving, LLC and Striping with Kerr Bros. & Associates.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Paving Estimate - Hawkins Asphalt Paving
2. Striping Estimate - Kerr Bros

Summary:

This will approve the parking lot and driveway paving and striping for City Hall as requested through the budget process for Fiscal Year 2023-2024.

Background Information:

As a part of the budget process, a request to allocate funds to pave and stripe the City Hall parking lots and driveways. This request was approved by the Board and a total of \$210,000 was allocated for this project. Estimates are attached for the paving and striping. As always, these estimates could change depending on the Bituminous Oil Index in place at the time the paving is completed.

Financial Summary:

The estimate for the paving from Hawkins Asphalt Paving, LLC is \$201,445.04. The estimate for the striping is \$3,905. The total estimated cost is \$205,350.04.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: David McGowen Phone: 615-971-4044 Date: 7/25/23
City of Lavergne City Hall, Police
Street: _____ Job Name: Department, and Park
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$642.73

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

ASPHALT PAVEMENT

Asphalt Overlay: (Mill as needed) (City Hall)

- Mill Tie-Ins (**500 sq yds**)
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**4,700 sq yds**)

Asphalt Overlay: (Mill as needed) (Police Dept. & Park)

- Mill Tie-Ins
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**8,797 sq yds**)

■ Cost ----- **\$201,445.04**

NOTE:

- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- No Dig-outs included in quote.
- No Striping included in quote.

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

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

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

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

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

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

Date of Acceptance: _____ Signature: _____



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE ATTN: ANDREW STOPHEL		Job Name: LAVERGNE CITY HALL	
Address 249 SAM HILL RD		Job address: 5093 MURFREESBORO RD	
City, State Zip LAVERGNE, TN 37086		City, State Zip: LAVERGNE, TN 37086	
Phone 615-971-4086	Fax	Email: astophel@lavernetn.gov	Date: 7-13-23

The following price is to restripe the parking areas I sent a goggle map of as is currently painted.

RESTRIPE \$3,905.00

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

For Saturday work, add \$500.00 each

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

Payment to be made as follows:

Net Upon Completion 10 Days

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

Proposal valid for days.

Authorized Signature Mark Nelsen, Estimator	Date 7-13-23
--	-----------------

Date of Acceptance _____ Signature _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Ratify the Approval of Grant Contract #2426-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Contract 2426-17

Summary:

This is an item to ratify the approval of the annual grant contract between GNRC and the City for the Senior Center.

Background Information:

This is an ongoing grant contract with the Greater Nashville Regional Council for Senior Center funding for the provision of senior center services. Due to the timing of the submittal deadline, we were not able to wait for the agreement to be signed after approval by the Board of Mayor and Aldermen. This will ratify the approval of the agreement that has already been signed by the Mayor.

Financial Summary:

The total grant contract amount is \$36,808.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2023	End Date 6/30/2024	Agency Tracking # LaVergneSC-G	Contract # 2426-17	
Grantee Legal Entity Name City of La Vergne - La Vergne Senior Center				
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 93.044 (III-B)		
		Grantee's fiscal year end June 30		
Service Caption (one line only) For the provision of senior center services.				
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$36,808.00			\$36,808.00
TOTAL:	\$36,808.00	\$ 0.00	\$ 0.00	\$36,808.00
Grantee Selection Process Summary				
☒ Competitive Selection		RFP was issued and proposals evaluated and scored to determine selection		
☐ Non-competitive Selection				

**GRANT CONTRACT # 2426-17
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
CITY OF LA VERGNE - LA VERGNE SENIOR CENTER**

This Grant Contract, by and between Greater Nashville Regional Council, a Tennessee governmental entity ("Agency" or "GNRC"), and City of La Vergne - La Vergne Senior Center ("Grantee"), is for the provision of senior center services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Entity Type: Government
Grantee FEIN: 62-0890630

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. This Grant Contract is a reimbursement grant for a maximum dollar amount based upon an approved budget. A reimbursement grant provides funding to the Grantee after expenses have been incurred. The Grantee is expected to have the capabilities to fund activities pursuant to this Grant Contract upfront and submit reimbursement requests the month following the expenditures for which reimbursement is requested. Grantees must follow state and federal guidance on allowable expenses and certain procedures to obtain the reimbursement pursuant to this Grant Contract. Reimbursements are provided after the Grantee submits sufficient documentation, as requested by the Agency, to verify expenses incurred. Requests for reimbursement shall be submitted by the Grantee no later than the 8th of each month and will reflect expenses incurred the prior month. The format for submissions shall be in the format specified by the Agency, as may be amended from time to time.
- A.3. In the event of conflict between or among this Grant Contract, State Unit on Aging (SUA) policy, and/or the Agency's Updated Area Plan, this Grant Contract controls.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Agency grant proposal solicitation, if any, including any amendments;
 - c. the Grantee's response to the Agency's solicitation.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- A.6. Senior Center. The Grantee will operate a senior center with the purpose to facilitate the social, emotional, and physical well-being of adults aged 60 and over as a part of a comprehensive and coordinated system of community-based services and activities. The Grantee will perform or cause to be performed each of the following:

- a. Comply with the administrative, program, and fiscal requirements contained in all applicable State Unit on Aging policies, procedures, and Program Instructions, as well as any relevant federal and state laws, regulations, and rules.
- b. If the Grantee is a chartered not-for-profit corporation, the Grantee must have a governing entity that is responsible for the overall operation and fiscal integrity of the organization with a written set of bylaws that defines the governing entity and establishes its organizational structure. The governing entity is a group of individuals responsible for the administration and fiscal integrity of the Grantee and the Grantee's policy and procedures, programs, and services. The bylaws will include the roles and responsibilities of the governing entity, Grantee director, staff, participants, and fiscal integrity and responsibilities. Grantees chartered by the State of Tennessee will maintain current registration with the Secretary of State and maintain 501(c)3 status. If the Grantee fails to maintain 501(c)(3) status for more than one year a waiver from the Executive Director of the State Unit on Aging is required to be eligible to receive funds the following grant year. A Grantee which is part of a city or county government must operate in accordance with policy and procedures of the city or county government. Governmental agencies must have been created by statute, resolution, or ordinance.
- c. Have, at minimum, the following policies and procedures that address the administrative and fiscal policies that govern the operation and management of the Grantee:
 - (1) Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
 - (2) Fiscal Policies and Procedures: The written fiscal policies and procedures will include procedures for:
 - i. Developing and approving the budget
 - ii. Handling cash and providing receipts
 - iii. Check writing and disbursements
 - iv. Purchasing
 - v. Petty cash disbursement and replenishment
 - vi. Bank reconciliation
 - vii. Program income
 - viii. Voluntary Contribution
 - (3) A facility that is accessible and barrier-free for people with disabilities
- d. Post the following:
 - (1) Participant Grievance Procedure
 - (2) Title VI Civil Rights Notice
 - (3) Public Accountability Poster (800# TN Comptroller's Office)
 - (4) Emergency telephone numbers
 - (5) Location of First Aid Kits, extinguishers, and other supplies
 - (6) Monthly Calendar of Events
- e. Retain records for five years plus the current year.
- f. Submit an annual report to the Agency by August 1 of each year.

- j. Administer a Satisfaction Survey and the results will be submitted to the Agency annually.
- k. Provide one or more of the following services: health education, education/training, health screening, physical fitness/exercise, recreation, and telephone reassurance.
- l. Have a GNRC State Health Insurance Assistance Program (SHIP) representative present SHIP information to center participants twice per fiscal year. Wherever practicable, one event should be scheduled to take place within the first six months of the contract year (July - December), with the second event to take place within the last six months of the contract year (January – June).
- m. Submit financial reports to the Agency monthly by the 8th day of the month following the month being reported and submit Invoices for Reimbursement (IFRs) quarterly by the 8th day of the month following the end of the quarter.
- n. Collect participant information using the questions on the Participant Registration Form (PRF) and will maintain service delivery program information. Together, participant information and service delivery program information are referred to as "Senior Center Data."
- o. Do one of the following:
 - (1) Enter Senior Center Data into the State Unit on Aging-approved database and submit verification reports to the Agency by 11:59 p.m. on the 10th of the following month; or
 - (2) Enter Senior Center Data into MySeniorCenter with appropriate assignments and submit verification reports to the Agency by 11:59 p.m. on the 4th of the following month.
- p. If Grantee does not provide Senior Center Data appropriately, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

- (1) upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- (2) upon any failure to provide a contracted service during a month, Grantee will pay GNRC an amount equal to 25% of the total budgeted allocation.

The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses. GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimus errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimus error.

- q. Strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	Approximate # of Individuals Aged 60+ to be Served Yearly	Average Daily Attendance
Total Unduplicated Individuals	84	45
Low Income	22	15
Low Income Minority	6	6
Rural	0	0
English Limitation	0	0

B. TERM OF GRANT CONTRACT:

- B.1. Term. This Grant Contract shall be effective for the period beginning on July 1, 2023, ("Effective Date") and ending on June 30, 2024 ("Term"). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed Thirty-Six Thousand, Eight Hundred And Eight Dollars (\$36,808.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Agency by the 8th of the month, no less frequently than quarterly and no more frequently than monthly, and, if a separate final invoice is going to be submitted, the Grantee shall submit an estimated final invoice by the 8th of the month following the expiration of the contract. Invoices should include all necessary supporting

documentation and be presented to:

Accounting@gnrc.org

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Agency).
 - (5) Grantor: Greater Nashville Regional Council.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee FEIN Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00). Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the Agency. The Grantee will submit an estimated final invoice within eight (8) days of the Contract end date.

- a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Agency pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
 - e. If the Grant Budget specifies a Grantee Match Requirement, then the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the Agency pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Agency, and subject to the availability of funds the Agency agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. Agency's Right to Set Off. The Agency reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the Agency under which the Grantee has a right to receive payment from the Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Agency under this Grant Contract until the Agency has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Agency, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the Agency the Agency-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Agency is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Agency may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Agency. The Agency shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Agency be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the Agency is liable shall be determined by the Agency. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Agency's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the Agency shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Agency's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Agency. If such subcontracts are approved by the Agency, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee or the Agency as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Agency:

Michael Skipper, Executive Director
cc: Sara Fowler, Director of Aging and Disability Services
Greater Nashville Regional Council
44 Vantage Way, Ste 450, Nashville, TN 37228
mskipper@gnrc.org
cc: sfowler@gnrc.org

Telephone # 615-862-8828
FAX # 615-246-2688

The Grantee:

Melissa Cooper, Senior Center Coordinator
City of La Vergne - La Vergne Senior Center
337 Stones River Road, La Vergne, TN 37086
mcooper@laveragnetn.gov
Telephone # 615-793-3048
FAX # 615-793-9213

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The Agency and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HITECH") and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the Agency that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the Agency, including cooperation and coordination with Agency privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this

Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the Agency, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -

Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Agency, the State Unit on Aging, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic progress reports to the Agency as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Agency. Annual and final report documents to be completed by the Grantee shall appear on the Agency's website or as an attachment to the Grant Contract.
- D.19. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the Agency before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.20. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.21. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.22. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.23. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.24. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.25. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.26. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.28. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.29. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.30. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Agency ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Agency to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Agency reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Agency to enable the Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the Agency any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the

Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the Agency, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the Agency under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
- d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the provisions of this Section E(5)(a)-(h) in every subcontract or purchase order (which consists of a portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of section 204 of Executive Order 11246) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.
- i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the Agency as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 C.F.R. §229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the Agency by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the Agency by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

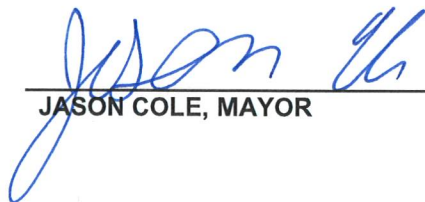
E.7. Intentionally Omitted.

E.8. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the Agency. The Grantee shall immediately notify the Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.9. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

AGREED:

CITY OF LA VERGNE - LA VERGNE SENIOR CENTER:



JASON COLE, MAYOR

7-11-23

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

ATTACHMENT A

GRANT BUDGET				
Senior Center Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2023	END: June 30, 2024	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$33,244.00	\$2,610.78	\$35,854.78
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$33,244.00	\$2,610.78	\$35,854.78

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

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

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Senior Center Services	\$33,244.00
TOTAL	\$33,244.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$23,497.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$9,747.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$33,244.00

ATTACHMENT A

GRANT BUDGET				
Senior Center Services - ARP				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2023 END: June 30, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$3,564.00	\$ 0.00	\$3,564.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$3,564.00	\$ 0.00	\$3,564.00

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

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

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services - ARP

OTHER NON-PERSONNEL	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Senior Center Services - ARP	\$3,564.00
TOTAL	\$3,564.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$3,564.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$3,564.00

Federal Award Identification Worksheet

Subrecipient's (Grantee) name (must match name associated with its Unique Entity Identifier (SAM))	City of La Vergne - La Vergne Senior Center
Subrecipient's Unique Entity Identifier (SAM)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	OAA IIIB: 2301TNOASS-01, 2201TNOASS-02 OAA IIIC-1: 2301TNOACM-01, 2201TNOACM-02 OAA IIIC-2: 2301TNOAHD-01, 2201TNOAHD-02 OAA IIID: 2301TNOAPH-01, 2201TNOAPH-02 OAA IIIE: 2301TNOAFC-01, 2201TNOAFC-02 OAA VII: 2301TNOAOM-01, 2201TNOAOM-02, 2301TNOAEA-01 NSIP: 2301TNOANS-01 ARP IIIB: 2101TNSSC6-01 ARP IIIC-1: 2101TNCMC6-01 ARP IIIC-2: 2101TNHDC6-01 ARP IIID: 2101TNPHC6-00 ARP IIIE: 2101TNFCC6-00 ARP VII: 2101TNOMC6-00
Federal award date	OAA – 2/13/2023 ARP – 8/17/2022
Subaward Period of Performance Start and End Date	7/1/2023 - 6/30/2024
Subaward Budget Period Start and End Date	7/1/2023 - 6/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	IIIB 93.044, IIID 93.043
Grant contract's begin date	7/1/2023
Grant contract's end date	6/30/2024
Amount of federal funds obligated by this grant contract	See Attachment A, Grant Budget
Total amount of federal funds obligated to the subrecipient	See Attachment A, Grant Budget
Total amount of the federal award to the pass-through entity (Agency)	\$8,693,335.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Older Americans Act & American Rescue Plan Title III-B, Title III-D, State Senior Centers
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Ratify the Approval of Addendum #1 to the Professional Services Agreement with Ralph Andersen & Associates for the Recruitment of the Police Chief.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Addendum #1

Summary:

This is an item to ratify the approval of an amendment to the PSA with Ralph Andersen & Associates for additional costs required for the recruitment of the Police Chief.

Background Information:

This will approve an amendment to the professional services agreement with Ralph Andersen & Associates for additional costs for supplemental verifications and reference checks for all five Police Chief finalists. The original agreement only included supplemental verifications on the top two finalists, so this will add the costs for the additional three finalists. The original agreement only included supplemental reference checks for the chosen candidate, so this will add the costs for the other four finalists. Due to the immediate need to include these costs in the interview/decision process, the amendment was signed with the knowledge that it would have to come back to the Board for ratification.

Financial Summary:

The cost of the original agreement was \$38,750. The new amount will be \$47,000, which is an increase of \$8,250.

Staff Recommendation:

Staff recommends approval.

**Addendum #1
City of La Vergne
Professional Services Agreement
Executive Search Services**

This Addendum #1 to the Professional Services Agreement made by and between the City of La Vergne ("the City") and Ralph Andersen & Associates ("the Consultant") for the recruitment of the Police Chief modifies the following paragraph.

1. Compensation.

- **Supplemental Verifications** - The City has elected to run additional verifications on three (3) top candidates. Verifications for two (2) candidates were included in the base fee. Estimated cost is \$350 (Three Hundred and Fifty Dollars) for each additional set of verifications (per candidate) and will be in addition to the base fee.
 - **Supplemental not-to-exceed Cost for Verifications: \$1,050**
- **Supplemental References** - The City has elected conduct additional references on four (4) top candidates. Verifications for one (1) candidate was included in the base fee. Estimated cost is up to \$1,800 (One Thousand Five Hundred Dollars to One Thousand Eight Hundred Dollars) for each additional references (per candidate) and will be in addition to the base fee.
 - **Supplemental not-to-exceed Cost for Verifications: \$7,200**

Base fee was \$38,750 (Thirty-Eight Thousand Seven Hundred Fifty Dollars) and will increase to a not-to-exceed \$47,000 (Forty-Seven Thousand Dollars).

APPROVED:

RALPH ANDERSEN & ASSOCIATES

CITY OF LA VERGNE

By: Heather Renschler

By: Jason Cole

Name Printed: Heather Renschler

Name Printed: Jason Cole

Title: President/CEO

Title: Mayor

Date: July 11, 2023

Date: July 11, 2023

5800 Stanford Ranch Road, Suite 410

5093 Murfreesboro Road

Rocklin, California 95765

La Vergne, Tennessee 37086

(916) 630-4900

(615) 793-6025

Website: www.ralphandersen.com

Website: www.lavergnetn.gov

A Tradition of Excellence Since 1972

5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765 Phone: 916/630-4900 Fax: 916/630-4911 Website: www.ralphandersen.com



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve Sourcewell Furniture Program Participation Agreement with HiTouch Business Services, LLC.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Sourcewell Furniture Participation Agreement - HiTouch

Summary:

This will approve an agreement with HiTouch Business Services, LLC to allow the City to purchase furniture using the Sourcewell Contract Pricing that is available through Staples Contract & Commercial, LLC.

Background Information:

The city is requesting to purchase furniture for the new Fire Station #41 and the new Public Works and Community Development Services Facility using Sourcewell contract pricing. The vendor that was awarded the contract through Sourcewell is Staples Contract & Commercial, LLC, but HiTouch Business Services, LLC works through Staples to provide the furniture. This agreement allows HiTouch to go through Staples and use the Sourcewell pricing.

Financial Summary:

There is no financial impact with this item. The furniture for the Fire Station is in a separate item on the agenda.

Staff Recommendation:

Staff recommends approval.

SOURCEWELL FURNITURE PROGRAM - PARTICIPATION AGREEMENT

This Sourcewell Furniture Program Participation Agreement (“Program Agreement”) by and between City of Lavergne (“Buyer”) and HiTouch Business Services LLC (“HiTouch”), an affiliate of Staples Contract & Commercial LLC (“Staples”), is made effective as of Feb 15, 2023 (the “Program Agreement Effective Date”) and is attached to and governed by the contract between Sourcewell and Staples for the procurement of FURNITURE WITH RELATED ACCESSORIES AND SERVICES pursuant to RFP award #121919-SCC (as amended from time to time, the “Sourcewell Agreement”). Buyer and HiTouch are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Sourcewell Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of Sourcewell (as defined in Section 2.1 below), and HiTouch desire to enter into this Program Agreement pursuant to which Buyer may purchase furniture and related accessories and services pursuant to the Sourcewell Agreement; and

WHEREAS, HiTouch, as an affiliate of Staples, is authorized to provide such services to Sourcewell members pursuant to the terms of the Sourcewell Agreement;

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Term. The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the Sourcewell Agreement, or (ii) the date at which Buyer ceases to be a Member of Sourcewell (“Program Agreement Term”). In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, HiTouch agrees to offer Buyer the option to enter into a separate agreement with HiTouch only, provided, however, HiTouch and Buyer mutually agree upon the terms and conditions of such separate agreement.

2.0 Definitions.

2.1 **Sourcewell.** The Sourcewell is public agency serving as a national government/education contracting agency. Sourcewell was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. Sourcewell is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

2.2 **Sourcewell Program.** The specific program(s) checked below:

☒ **Furniture Program.** Furniture with related accessories and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of FURNITURE WITH RELATED ACCESSORIES AND SERVICES pursuant to RFP award #121919-SCC as amended from time to time.

2.3 **Products.** All items included in the Sourcewell Program that Buyer purchases or may purchase from Staples.

3.0 Buyer Representations and Warranties. Buyer hereby represents and warrants that:

- 3.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the Sourcewell Program pursuant to Minnesota Statute 123a.21;
- 3.2 it is a Sourcewell member and will maintain its Sourcewell membership during the Program Agreement Term;
- 3.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- 3.4 as a member of Sourcewell, Buyer may participate in the Sourcewell Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the Sourcewell Agreement and terms and conditions of this Program Agreement

4.0 **Prices.** Prices for Products and services are governed by the Sourcewell Agreement.

5.0 **Payment.** Payments for the Products shall be remitted by Buyer to HiTouch using the following remittance details:

HTBS Credit
PO Box 930257
Atlanta, GA 3193-0257

Payment of discounts, incentives and/or rebates hereunder, if any, is contingent upon Buyer paying all invoices within the agreed-upon payment terms.

6.0 **Conflict.** In the event of conflict between this Program Agreement and the Sourcewell Agreement, the terms and conditions of this Program Agreement shall control.

7.0 **Termination.** Either Party may terminate this Program Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

City of Lavergne

By its authorized agent:

(Signature)

Name: Jason Cole

Title: Mayor

Date: _____

Address for Notices:

City of La Vergne

5093 Murfreesboro Road

La Vergne, TN 37086

ATTN: Felicia Anderson

Telephone: 615-287-8645

Facsimile: _____

Email: fanderson@lavernetn.gov

HITOUCH BUSINESS SERVICES LLC

By its authorized agent:

(Signature)

Name: _____

Title: _____

Date: _____

Address for Notices:

320 Tech Park Drive

Ste 100

LaVergne, TN 37086

ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

Acknowledged:

Staples Contract & Commercial LLC

By its authorized agent:

(Signature)

Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve Sponsorship Agreement with TDS Telecommunications, LLC d/b/a TDS Telecom for Sponsorship of the La Vergne Fall Festival through 2025.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. TDS Sponsorship Agreement

Summary:

This is a sponsorship agreement between the City of La Vergne and TDS. TDS will become the Festival Sponsor for a term of three (3) years.

Background Information:

TDS Telecommunications would like to enter into a sponsorship agreement with the City of La Vergne to become the exclusive sponsor for our annual Fall Festival. The term of the contract would cover a three (3) year period beginning this year (2023) and ending after the 2025 Fall Festival. TDS has partnered with the City on two (2) previous occasions to be the Festival Sponsor and would like to continue their involvement. This year's Festival will be held on Saturday, September 16, 2023 at Veterans Memorial Park.

Financial Summary:

TDS Telecommunications agrees to pay the Festival Sponsorship fee of \$7,500.00 per year.

Staff Recommendation:

Staff recommends approval.

TDS Sponsorship Agreement

This Sponsorship Agreement (the “**Agreement**”) is made between TDS Telecommunications LLC d/b/a TDS Telecom, a Delaware limited liability company, (“**TDS**”) whose primary office is located at 525 Junction Road, Madison, WI 53717 and City of La Vergne, Tennessee, a Tennessee municipal corporation (“**Organizer**”), whose primary office is located at 5093 Murfreesboro Road, La Vergne, TN 37086.

1. BACKGROUND; TERM

TDS wishes to sponsor the event(s) described in Exhibit A (each an “**Event**”), which shall be organized and operated by Organizer. This Agreement outlines the terms and conditions related to TDS’s sponsorship of each Event. The term of the Agreement will commence on the last signature date below (the “**Effective Date**”) and continue through September 30, 2025.

2. PARTY CONTACT INFORMATION

TDS Contact Person	Organizer Contact Person
Name: Ryan Grantham Title: Field Marketing Coordinator Phone: 432-934-2674 Email: Ryan.grantham@tdstelecom.com	Name: Kathi Melendy Title: Events Coordinator Phone: 615-793-3224 Email: Kmelendy@laverngetn.gov

3. SPONSORSHIP BENEFITS; EXCLUSIVITY

TDS will receive the sponsorship benefits outlined in Exhibit A.

4. SPONSORSHIP FEE & PAYMENT TERMS

In exchange for the rights and benefits outlined in this Agreement, TDS will pay Organizer the sponsorship fee(s) outlined in Exhibit A. Organizer will submit an invoice for the sponsorship fee amount to TDS at Telecominvoice@tdsinc.com with a copy to the TDS Contact Person. TDS will remit payment to Organizer in full within 45 days after receiving the invoice.

5. ORGANIZER RESPONSIBILITIES

Organizer is solely responsible for the production of each Event, including entering into any agreements and obtaining permissions regarding the operation, broadcast, facilities, or site of each Event, and any damages that result therefrom, to the extent permitted by Tennessee law. Organizer represents that it has and will continue to have the authority to sanction, organize, administer, conduct, and promote each Event.

5.1. Organizer will promptly notify TDS of any circumstance that threatens to delay or force the cancellation of an Event or prevent Organizer from providing TDS any of the sponsorship benefits promised hereunder.

5.2. If circumstances beyond Organizer’s reasonable control prevent Organizer from providing any of the sponsorship benefits outlined herein to TDS, the parties will work in good faith to agree upon substitute sponsorship benefits of comparable value. If Organizer cannot provide substitute sponsorship benefits of comparable value, TDS is entitled to a pro-rated refund of the sponsorship fee. Organizer will use reasonable commercial efforts to avoid or mitigate circumstances that interfere with its performance of this Agreement and will provide TDS with prompt written notice if it anticipates that its performance under this Agreement will be delayed or otherwise impeded.

6. LIMITATION OF LIABILITY

6.1. By entering into this Agreement, TDS in no manner assumes any responsibility or liability for any claim or cause of action arising out of an Event or related activities except as specifically stated in this Agreement. TDS will have no liability or responsibility whatsoever for the operation or safety of any activities associated with the management, control, or operation of each Event, unless such responsibility is assigned to TDS pursuant to this Agreement.

6.2. No Liability of Organizer Officials and Employees. No member, official, or employee of Organizer shall be personally liable to TDS or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by Organizer, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.

7. TERMINATION FOR CAUSE

7.1. Either party may terminate this Agreement upon written notice to the other party if:

- 7.1.1. the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within 10 days of receiving written notice thereof from the other party;
- 7.1.2. either party determines, in good faith, that the other party is or has been involved in scandalous, criminal, or disreputable activity that may damage, detract from, or reflect unfavorably on the terminating party's public image, good will, or business reputation; and/or
- 7.1.3. the other party has proceedings in bankruptcy, reorganization, receivership, or dissolution initiated by or against it, makes an assignment for the benefit of its creditors, admits in writing that it is unable to pay its debts generally as they become due, and/or winds up or liquidates its business.

7.2. If this Agreement is terminated for cause by TDS, Organizer will refund any prepaid sponsorship fee amounts to TDS within 30 days after termination. If this Agreement is terminated for cause by Organizer, TDS will not be eligible for a refund of any prepaid sponsorship fee amounts.

7.3. Upon any termination of this Agreement, Organizer will: (a) return any of TDS's property in Organizer's possession, including any property bearing TDS Marks- and stop using them unless otherwise authorized by TDS in writing per Section 10.1 below.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. TDS Marks. Organizer will have the limited, worldwide, non-exclusive, right to use TDS' names, marks, trade names, and logos or other identifying names, domain names, or identifying marks of TDS or its affiliates ("**TDS Marks**") on a royalty-free basis for the limited purpose of fulfilling its obligations under this Agreement. Organizer will not register, apply to register, or claim any rights in any TDS Marks. All uses of TDS Marks by Organizer will inure solely to the benefit of TDS. Any use of the TDS Marks will be in the form provided by TDS unless TDS has provided advance written approval of other forms or uses. TDS may, at its option, provide Organizer with branding guidelines governing use of the TDS Marks and Organizer agrees to comply with such guidelines. TDS may review and approve in advance all materials produced by Organizer that contain TDS Marks. After expiration of this Agreement, TDS may terminate all rights and privileges granted to Organizer pursuant to this section at any time upon written notice and require Organizer to immediately discontinue its use of the TDS Marks and return or destroy (as directed by TDS) any materials belonging to TDS, to the extent permitted by Tennessee law. If Organizer continues to use TDS Marks beyond the expiration of this Agreement (in their digital or physical form), their use should be considered at all times to be at TDS's direction and must comply with the terms of this Agreement. Any additional benefits to TDS that inure due to Organizer's use of TDS Marks after expiration of this Agreement will be at no cost to TDS.

8.2. Organizer Marks. TDS will have the limited, worldwide, non-exclusive right to use Organizer's marks, trade names, and logos or other identifying names, domain names, or identifying marks of Organizer or its affiliates ("**Organizer Marks**") on a royalty-free basis for purposes of advertising and promoting each Event and TDS's sponsorship, subject to Organizer's prior written approval of such uses. All uses of Organizer Marks by TDS will inure solely to the benefit of Organizer.

8.3. Event Marks. To the extent applicable, TDS will have the limited, worldwide, non-exclusive right to use Event trade names, trademarks, service marks, and logos associated with each Event ("**Event Marks**") for purposes of advertising and promoting each Event and TDS's sponsorship. During the term of this Agreement, all uses of Event Marks will inure to the benefit of Organizer, and to the benefit of TDS to the extent Event Marks include TDS Marks. Thereafter, use of Event Marks, as modified to exclude any TDS Marks, will inure solely to the benefit of Organizer.

8.4. Ownership. As between the parties, each party will retain ownership of their respective trade names, trademarks, service marks, and logos.

8.5. Organizer's Property. Any of the Organizer's property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Organizer by Contractor upon termination of this Agreement. All goods, documents, records, and other work product and property produced during the performance of this Agreement are deemed to be Organizer's property.

9. CONFIDENTIALITY

TDS acknowledges that all records of the Organizer, and all records of any party that come to be in the possession of the Organizer, including, without limitation, this Agreement, are subject to Tennessee law governing public records. The Organizer is therefore under no obligation to keep any record or information confidential except as otherwise provided by Tennessee law. The Organizer is under no requirement to disclose such public record request to TDS or provide TDS with notice or the time to obtain a protective order. Organizer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 11 serves to meet such burden and authorization of disclosure.

10. MISCELLANEOUS

10.1. Contract Interpretation. A party's waiver of its rights under this Agreement on one occasion will not waive those rights on

another occasion. Section 6 (Limitation of Liability), Section 10 (Intellectual Property Rights), and 10 (Miscellaneous) will survive termination of the Agreement. By causing its authorized representative to sign below, each party represents that it is has full power and authority to enter into this Agreement, grant the rights granted hereunder, and perform its obligations as set forth herein and the person signing this Agreement on its behalf has the authority to do so. Any provision set forth in Exhibit A -- including, without limitation, any provision regarding confidentiality -- shall only be binding to the extent permitted by Tennessee law.

10.2. Legal Notices. Organizer will deliver a copy of any legal notices to legal_team_notices@tdstelecom.com.

10.3. Governing Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern the statute(s) of limitations within which the Organizer must file a cause of action arising from this Agreement.

10.4. Venue. Any action between the parties arising from this Agreement shall be maintained in the courts of Rutherford County, Tennessee. Contractor consents to the personal jurisdiction of Tennessee state courts.

10.5. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. No employee of Organizer or any other person, without authorization of the board of mayor and aldermen of Organizer can bind Organizer to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with Organizer’s employees or other end users, to the contrary are null, void and without effect as it applies to Organizer.

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

10.7. Amendment. This Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates and charges.

ORGANIZER

TDS

Signature

Signature

Print Full Name & Title

Print Full Name & Title

Date

Date

EXHIBIT A: EVENT DETAILS, SPONSORSHIP BENEFITS, AND SPONSORSHIP FEES

Event Details

TDS will sponsor the Event(s) described below:

La Vergne Fall Festival (3 years)

What: Festival Sponsor

When:

- (a) September 16, 2023
- (b) September 2024
- (c) September 2025

Where: Veterans Memorial Park, 115 Floyd Mayfield Drive

Sponsorship Benefits

TDS will receive the following benefits:

- (a) TDS Logo printed on back of La Vergne Fall Festival volunteer t-shirts.
- (b) Complimentary 10'x10' booth space.
- (c) TDS Logo on sponsorship banner placed in prominent location at festival.
- (d) Prominent banner at entrance of festival and all other promotional materials.
- (e) Link to TDS website on City's La Vergne Fall Festival web page.
- (f) Appreciation plaque.

Sponsorship Fee

TDS will pay the following sponsorship fee(s): \$7,500 per year

TOTAL CONTRACT VALUE: \$22,500.00



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve Memorandum of Understanding (MOU) with Motlow State Community College for Non-Credit Instruction for Fire Department Advanced Emergency Medical Technician Training.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. LaVergne Fire Department AEMT 2023

Summary:

The Fire Department is requesting the Board to approve a MOU with Motlow State Community College to provide Advanced Emergency Medical Technician training for 12 personnel.

Background Information:

Motlow State Community College will deliver 200 hours of Advanced Emergency Medical Technician training to 12 La Vergne Fire and Rescue personnel. The employees will be eligible to challenge the National Registry test upon completion of the class allowing them to become State of Tennessee Emergency Medical Technicians-Advanced.

Financial Summary:

This is a budgeted item for the department totaling \$16,800.

Staff Recommendation:

Staff recommends approval.

MEMORANDUM OF UNDERSTANDING (“MOU”) FOR NON-CREDIT INSTRUCTION

This MOU serves as authorization for Motlow State Community College (MSCC) to provide and bill the City of La Vergne, on behalf La Vergne Fire Department, (LFD) located at 283 Old Nashville Hwy La Vergne, TN 37086 for the following:

Program Title(s): Advance Emergency Medical Technician

Description: Training consists of 200 hours of class time.

Instructor(s): To be provided by Motlow State Community College

Date(s) and Time: Class Dates are August 21, 2023 through Dec 6th, 2023; 8:00am-4:30pm

Location: La Vergne Fire Department

CEU’S per Participant: 24

Number of Participants: Not to exceed 24

Program Fee: \$16,800

Motlow State Community College will provide all instructional materials.

LFD agrees to make payment for services rendered within 30 days of receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with Tennessee Board of Regents and MSCC policies and guidelines, including referral to a collection agency. LFD agrees to pay all collection costs incurred by MSCC.

MSCC and LFD agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of MSCC or LFD on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. MSCC and LFD shall comply with all applicable federal and Tennessee law.

It is the policy of the LFD not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this agreement, MSCC certifies it will comply with this policy.

MSCC acknowledges that the LFD is a federal government contractor. Therefore, in carrying out its obligations under MOU, MSCC shall specifically acknowledge and agree as follows:

- (1) The LFD and MSCC shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (2) The LFD and MSCC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- (3) The LFD and MSCC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**City of La Vergne on behalf of the
La Vergne Fire Department**

Signature of Official

Title

Date

Motlow State Community College

Signature of Official

Contracts Officer

Title

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve Change Order No. 2 to the Contract with Romach, Inc. for the Construction of Fire Station 41.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. 1805-CO-02

Summary:

This is a request to approve Change Order No. 2 with Romach, Inc. for the construction of Fire Station 41.

Background Information:

The Fire Department is seeking approval for Change Order No. 2 for work performed by Romach and Harness Construction for additional undercutting and imported shot rock to be used for fill material for unstable soil remediation.

Financial Summary:

The financial cost is \$109,905.00, which will be deducted from the project contingency included in the contract. Owner contingency included in the contract was \$981,818. The remaining owner contingency after this change order is \$871,913.

Staff Recommendation:

Staff recommends approval.



Johnson + Bailey Architects P.C.

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

CHANGE ORDER NO. 2

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

CHANGE ORDER NO: 2

DATE: July 11, 2023

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

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: October 13, 2022

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

ITEM 1: Additional undercutting and imported fill material for unstable soil remediation. These areas were tested and documented by GTA Geotechnical reports and remediation procedures were specified. A total of 1,293 cubic yards of material was undercut and the same amount of shot rock material was supplied.

DEDUCT FROM CONTINGENCY.....\$109,905.00

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

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

The original Contract Sum was \$11,512,100.00
Net change by previously authorized Change Orders - \$107,416.28
The Owner Contingency Included in Contract Sum. \$981,818.00
Amount Deducted from Contingency to Date. \$0.00
Owner Contingency Requested this Change Order \$109,905.00
Remaining Owner Contingency after this Change Order \$871,913.00
The Contract Sum prior to this Change Order was \$11,404,683.72
The Contract Sum will be unchanged by this Change Order \$0.00
The new Contract Sum including this Change Order will be \$11,404,683.72
The Contract Time will be modified by Zero (0)Days
The Date of Substantial Completion as of the date of this Change Order therefore is May 11, 2024

Johnson + Bailey Architects P.C.
ARCHITECT

BY

John T. Hall, AIA

DATE: July 11, 2023

Romach, Inc.
CONTRACTOR

BY

Nathan Morgan, Vice President

DATE:

The City of La Vergne
OWNER

BY

Jason Cole, Mayor

DATE:

CONTINUED ON FOLLOWING PAGE

La Vergne Fire Rescue Department
Station No: 41
Change Order No: 2
July 11, 2023
Page 2 of 2

ATTACHMENTS:

1. Romach Cost Itemization dated June 27, 2023. One page.
2. Harness backup Letter dated June 6, 2023. With highlighted excerpts from GTA reports and with calculations of cubic yards of the areas mentioned in the reports. Six Pages.

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	27-Jun-23
Description:	Undercut and Backfill Operations per GTA	Proposal Number:	

[illegible]

Material subtotal \$0.00			Labor Subtotal \$0.00		
Sales Tax 9.25% \$0.00			30.00% Labor Burden \$0.00		
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up \$0.00		Subcontract Costs \$109,905.00
Material Costs Including Sales Tax Subtotal from \$0.00		Equipment Subtotal from Page \$0.00	Labor Costs Including Mark-Up from Page \$0.00		Subcontract Costs from Page \$0.00
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up Subtotal \$0.00		Subcontract Costs Subtotal \$109,905.00

	Material	\$0.00
	Equipment	\$0.00
	Labor	\$0.00
	M+E+L -- Subtotal	\$0.00
	10% Overhead	\$0.00
	(M+E+L)*10 % OH -- Subtotal	\$0.00
	Subcontract Costs	\$109,905.00
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$109,905.00
	5% PROFIT	\$0.00
	(((M+E+L)*10% OH)*5% Profit) -- Total	\$109,905.00
	Bond	2% \$0.00
	Total Cost	\$109,905.00



6/9/2023

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

Location: Lavergne

Change Order Request

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

Pay Item	Description	Quantity	Unit	Price	Extension
Change Orders (Firestation)					
9009R1	Unsuitable Soil Remediation	1.000	L.S.	105,896.70	105,896.70
Note: Includes: - Per Geotech report (summary attached) undercut, backfill w/ surge and compact in place.					
Contracted Unit Rates:					
- Cut and Haul Off \$40.85. Spoils were not hauled off. Using \$20.43 to undercut and lose on-site only - 1,293 CY (Total \$26,415.99)					
- Import and Shot Rock where unsuitable soil is indicated \$61.47 - 1,293 CY (Total \$79,480.71)					
Sub-Total: Change Orders (Firestation)					105,896.70
QUOTE TOTAL:					105,896.70

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

Respectfully Yours,

Nick Bell
Project Manager
(931) 982-2698
nick.bell@selectharness.com

Area	L'	W'	D'	Total CY
Vehicle Bay & Rear Drive	150	45	1	250.00
Fire Hall Area	165	70	1.5	641.67
Front Parking Driveway	52	28	1.5	80.89
Front Parking Lot	96	60	1.5	320.00
			Page 169 of 204	
			Total CY	1,292.56

Field Observation Report

Date:	4-14-23	Project Number:	31230764
Project Name:	Fire Hall		
Project Location:	Lavergne, TN		
Client:	Johnson + Bailey	Technician:	RQ

WEATHER:	☐ RAIN	☒ CLOUDY	☐ CLEAR	☐ SNOW
TEMPERATURE RANGE:	40	TO	75	

Observations Conducted During Referenced Visit

- | | |
|--|--|
| ☒ GRADING ACTIVITY
☐ Observation of Controlled Fill
☐ Observation of Remedial Activities
☒ Proof roll

☐ ASPHALT
☐ Plant Observation
☐ Field Observation
☐ _____ | ☐ CONCRETE
☐ Pre-Pour Observation (i.e. Foundation or Reinforcing Observation)
☐ Concrete Placement
☐ Cylinder Pickup

☐ OTHER
☐ PT Cable Stressing
☐ Bolting or Welding Observation
☐ Structural Wood Observation |
|--|--|

REMARKS:

The writer observed in the Fire hall area, a articulating dump truck loaded with a mixture of rock and dirt material do a proof roll of the building pad area (to include the vehicle bay area), the driveway into the vehicle bay, and the front small parking lot. All the tested areas had a similar mixed of what appeared to be some soil materiel of a darker and lighter brown color and mix a small amount of some larger rock material (approximately 6" to 18"). There were a few areas in the building pad area and the parking lot area that failed do to pumping (approximately 2" to 4") or do to fill material being to soft and compacting (approximately 3" to 8"). Advised the site superintendent to run the sheeps foot compact roller they had over the area that were pumping and soft to compact them and to allow them to dry before they add their next lift of materials. There was one area at the right side of the building pad, if looking at it from the blue prints, of approximately 4' wide by 25' long, that was pumping approximately 2". Talked with general contractor about and discovered that area is where a foundation footer will be going, approximately 2' 6" down and 2' squared so area will pass do to this but advised the are to be ran over with sheeps foot to help dry and compacted the area more as a precaution. The vehicle bay and rear driveway failed do to large areas pumping 2" to 5" and do to soft area compacting 3" to 8", the area is approximately 150'x 45'. Advised the superintendent that should undercut this area by 12" to more suitable soil and to run the sheeps foot over the new area to improve the under lying soil if it needs it and then for it to be proof rolled to see if that layer will pass and if it does to back fill with surge rock back up to grade with each 3" lift being compacted until it reaches grade. The front parking area also did not pass as a whole do to similar soil actions as the vehicle bay. Advised the superintendent that this area needs to be ran over with the sheeps foot to compact most of the area that are soft, to help dry the wet area, and remove the pumping areas. Also do to future ran it was also mentioned that the company can take a dozer and used the blade scouring the soil and rolling the material to allow it to dry a few days and then running the sheeps foot over the area

"All information (written or electronic) from GTA concerning GTA work is for the sole use and reliance of GTA Client. GTA intends no third party beneficiaries (expressed or implied) and copies of such information received by any other third parties are NOT for reliance unless GTA receives a signed Secondary Client Agreement from the third party."



Daily Field Report

		Page:	1 of 7
Report Date:	04/25/2023	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086

Results of Inspection: Deficiencies included in this report

Summary of Field Activities

Job Tasks:	Proofroll/Subgrade Observations		
Weather Conditions:	40-68°F Cloud then sunny	Mileage:	
Plans Referenced:		Portal to Portal:	

The writer observed a proof roll in the Fire hall area. The following areas were proof rolled using a loaded dump truck: the vehicle bay area, the driveway into the vehicle bay, and the dumpster pad. Pumping and rutting were observed during the proof roll.

The areas were undercut 12-16 inches and proof rolled again. Pumping and rutting were observed again. Technician then recommended the areas be undercut 18-24 inches (or until bedrock is reached). The undercut area was approximately 70x165 feet. Once we get a passing proof roll, the area should be backfilled using surge stone placed in 4 inch compacted lifts.

The area will be proof rolled again at a later date.

Distribution:

John Trail (Johnson + Bailey Architects P.C.)
Mark Armstrong (Romach Construction)
Nathan Morgan (Romach Construction)
Ryan Baker (Select Harness)

Submitted By:

Printed Name: Ryan Quinn

Reviewed By:

Printed Name: Michael Logan

Field Observation Report

Date:	4-14-23	Project Number:	31230764
Project Name:	Fire Hall		
Project Location:	Lavergne, TN		
Client:	Johnson + Bailey	Technician:	RQ

WEATHER:	☐ RAIN	☒ CLOUDY	☐ CLEAR	☐ SNOW
TEMPERATURE RANGE:	40	TO	75	

Observations Conducted During Referenced Visit

- | | |
|--|--|
| ☒ GRADING ACTIVITY
☐ Observation of Controlled Fill
☐ Observation of Remedial Activities
☒ Proof roll
<hr/> ☐ ASPHALT
☐ Plant Observation
☐ Field Observation
☐ _____ | ☐ CONCRETE
☐ Pre-Pour Observation (i.e. Foundation or Reinforcing Observation)
☐ Concrete Placement
☐ Cylinder Pickup
☐ OTHER
☐ PT Cable Stressing
☐ Bolting or Welding Observation
☐ Structural Wood Observation |
|--|--|

REMARKS:

The writer observed in the Fire hall area, a articulating dump truck loaded with a mixture of rock and dirt material do a proof roll of the building pad area (to include the vehicle bay area), the driveway into the vehicle bay, and the front small parking lot. All the tested areas had a similar mixed of what appeared to be some soil materiel of a darker and lighter brown color and mix a small amount of some larger rock material (approximately 6" to 18"). There were a few areas in the building pad area and the parking lot area that failed do to pumping (approximately 2" to 4") or do to fill material being to soft and compacting (approximately 3" to 8"). Advised the site superintendent to run the sheeps foot compact roller they had over the area that were pumping and soft to compact them and to allow them to dry before they add their next lift of materials. There was one area at the right side of the building pad, if looking at it from the blue prints, of approximately 4' wide by 25' long, that was pumping approximately 2". Talked with general contractor about and discovered that area is where a foundation footer will be going, approximately 2' 6" down and 2' squared so area will pass do to this but advised the are to be ran over with sheeps foot to help dry and compacted the area more as a precaution. The vehicle bay and rear driveway failed do to large areas pumping 2" to 5" and do to soft area compacting 3" to 8", the area is approximately 150'x 45'. Advised the superintendent that should undercut this area by 12" to more suitable soil and to run the sheeps foot over the new area to improve the under lying soil if it needs it and then for it to be proof rolled to see if that layer will pass and if it does to back fill with surge rock back up to grade with each 3" lift being compacted until it reaches grade. The front parking area also did not pass as a whole do to similar soil actions as the vehicle bay. Advised the superintendent that this area needs to be ran over with the sheeps foot to compact most of the area that are soft, to help dry the wet area, and remove the pumping areas. Also do to future ran it was also mentioned that the company can take a dozer and used the blade scouring the soil and rolling the material to allow it to dry a few days and then running the sheeps foot over the area

"All information (written or electronic) from GTA concerning GTA work is for the sole use and reliance of GTA Client. GTA intends no third party beneficiaries (expressed or implied) and copies of such information received by any other third parties are NOT for reliance unless GTA receives a signed Secondary Client Agreement from the third party."



Daily Field Report

		Page:	1 of 5
Report Date:	04/17/2023	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086

Results of Inspection: Deficiencies included in this report

Summary of Field Activities

Job Tasks:	Proofroll/Subgrade Observations		
Weather Conditions:	74°F Clear	Mileage:	
Plans Referenced:		Portal to Portal:	

The writer observed in the Fire hall area, a articulating dump truck loaded with a mixture of rock and dirt material do a proof roll of the vehicle bay area, the driveway into the vehicle bay, and the dumpster pad. All the tested areas had a similar subgrade mixer of what appeared to be some soil materiel of a darker and lighter brown color and part of the area had bed rock like material. Had advised the site superintendent to run the sheeps foot compact roller they had over the area that were pumping and soft to compact them and to allow them to dry after the area was undercut by approximately 12" to 16" depending on if they hit bed rock. After they did this, the area was then proof rolled again and the area failed again. All 3 area failed do to large areas pumping 2" to 5" and do to soft area compacting 3" to 9", the area is approximately 165'x 70'. Advised the superintendent that should undercut this area by 18" to 24" to more suitable soil or until they hit bed rock and to run the sheeps foot over the new area to improve the under lying soil if it needs it and then for it to be proof rolled to see if that layer will pass and if it does to back fill with surge rock back up to grade with each 3" lift being compacted until it reaches grade. The front parking lot area was not proof rolled but the area had not improved after the sheep foot went over it and talked with the superintendent about it and agree to undercut this area by 18" to 24" depending on bed rock level in this area. This area is approximately 52'x28' for the driveway and 96'x60' for the parking lot.

Distribution:

John Trail (Johnson + Bailey Architects P.C.)
Mark Armstrong (Romach Construction)
Nathan Morgan (Romach Construction)
Ryan Baker (Select Harness)

Submitted By:

Printed Name: Ryan Quinn

Reviewed By:

Printed Name: Regina Tallent

Regina Tallent



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.

Department: Economic Development

Presented By: Tom Broeker / Jason Cole

Item Attachments: 1. Amendment

Summary:

This is an amendment to renew the agreement with Placer Labs, Inc to provide services to the Economic Development Department.

Background Information:

This is a renewal of an agreement that was originally approved last year with Placer Labs, Inc. They provide Economic Development services including analytics and demographics to the city. This extends the agreement for one year and the costs are increasing by \$925.

Financial Summary:

The cost for these services for the next year is \$19,425. This is a budgeted item in the Economic Development department.

Staff Recommendation:

Staff recommends approval.



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of July 18, 2023 (the “**Amendment Date**”), modifies the Order Form executed by City of La Vergne, TN (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about August 04, 2022 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to renew the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting August 04, 2023 (“**Renewal Date**”).
2. The Annual License Fee will increase by a total of \$925, from \$18,500 to \$19,425.
3. Accordingly, Customer will receive a separate invoice for this upcoming Additional Term on the Renewal Date.
4. In all other respects, the Order Form shall remain in full force and effect.

City of La Vergne, TN
By:
Name:
Title:

Placer Labs, Inc.
By:
Name: Vernell Wisdom
Title: Head of Contract Management



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: First Reading - **Ordinance #2023-18** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-18

Summary:

This is a request to approve a budget amendment for the General Fund to allocate funds for the replacement cameras for Channel 3 and for the amendment to the PSA with Johnson + Bailey Architects for additional work needed for Fire Station #41.

Background Information:

This is a budget amendment to allocate funds for the following items:

- Replacement Cameras for Channel 3 - \$9,200
- Amendment to PSA with Johnson + Bailey Architects - \$77,500

Both of these items are on this agenda for ratification or approval.

Financial Summary:

A total of \$86,700 will be transferred from fund balance to the respective departments for these purchases.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-18

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-47200-312	Public Relations - Small Items of Equip.	\$	9,200
110-42200-920	Fire Department - Buildings	\$	77,500

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	86,700
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: First Reading - **Ordinance #2023-19** - An Ordinance to Amend the Fiscal Year 2023-2024 Drug Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-19

Summary:

This is a request to approve a budget amendment for the Drug Fund to purchase Ballistic Carriers and Plates for the SWAT Team.

Background Information:

This budget amendment will allocate funds for the future purchase of ballistic carriers and plates (bulletproof vests) for the SWAT Team. These bulletproof vests were not requested to be placed in the budget for this fiscal year. If the ordinance is approved on first reading, the actual purchase will be placed on the agenda for approval at the September meeting.

Financial Summary:

The cost of the ballistic carriers and plates is \$27,609.60, so the Drug Fund will need to be amended to allocate funds in the amount \$27,650 in order to cover the cost of the purchase. These funds will come from the fund balance that is in the Drug Fund.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-19

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 DRUG FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **Drug Fund** by providing for:

Increased Expenditures for account number:

123-42129-312	Small Items of Equipment	\$	27,650
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Decrease Fund Balance:

123-37840	Transfer from Fund Balance	\$	27,650
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: First Reading - **Ordinance #2023-20** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-20

Summary:

This is a request to amend the Equitable Sharing Fund budget for the future purchase of Tasers for the Police Department.

Background Information:

A request has been made to purchase Tasers for the Police Department. The funding would come out of the Equitable Sharing Fund Budget. These tasers were not requested to be placed in the budget for this fiscal year. If the ordinance is approved on first reading, the actual purchase will be placed on the agenda for approval at the September meeting.

Financial Summary:

The cost of the taser purchase is \$312,646. This budget amendment will allocate \$312,700 from the fund balance in the Equitable Sharing Fund in order to make this purchase.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-20

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 EQUITABLE SHARING FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **Equitable Sharing Fund** by providing for:

Increased Expenditures for account number:

126-42179-944	Equitable Sharing - Equipment	\$	312,700
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Decrease Fund Balance:

126-37840	Transfer from Fund Balance	\$	312,700
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: **Resolution #2023-16** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners "Safety Partners" Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-16

Summary:

This is a resolution that allows the city to participate in the PE Partners Safety Partners Grant program. This is a grant that the city applies for each year through our property and casualty insurance provider.

Background Information:

This year, the application for this grant will be used to purchase safety equipment and supplies primarily for the Parks & Recreation Department, but portions will be used in several buildings for multiple departments. These purchases include first aid kits, lockout wall switch covers, circuit breaker lockout kits, safety glasses, saw protection gloves, high visibility safety vests, eye wash stations, sun protection hats, fall protection harnesses, UV protection arm sleeves, safety helmets, breathable dust masks, nitrile gloves, coveralls and protective arm sleeves.

Financial Summary:

The estimated cost of the safety equipment and supplies is \$3,312.72 and PE Partners should reimburse the city for half of that cost, which should be approximately \$1,656.36.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-16

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS “SAFETY PARTNERS” MATCHING GRANT PROGRAM.

WHEREAS, the safety and well-being of the employees of the City of La Vergne is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace to the City of La Vergne employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Safety Partners” Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for a “Safety Partners” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

RESOLVED this 1st day of August, 2023.

Mayor

ATTEST:

City Recorder

Safety Partners Grant

PE Partners GRANT APPLICATION

Application Date:	7/11/2023 3:58:10 PM
Participant city (or Agency) Name:	City of La Vergne
P.O. Box Address or Street:	5093 Murfreesboro Road
City:	La Vergne
Zip Code:	37086
Contact Person:	Kemishia Sadler
Contact Person - Title:	Grant Writer
Contact Person - Telephone:	615-287-8606
Contact Person - Email:	ksadler@laverghnetn.gov
No of Full Time Employees in City/Agency	265
No. Employees Affected by this Purchase:	15
City/Agency Desires to Purchase the Following:	15 110 Piece First Aid Kits, 6 Lockout Wall Switch Covers, 3 Circuit Breaker Lockout Kits, 96 sets of Safety Glasses, 1 set of Saw Protection gloves, 1 Professional Cutter's Combo Kit, 20 High Visibility Safety Vests, 1 OSHA Approved Portable Wall Mounted Eye Wash Station, 1 Pedestal Mounted Eye Wash Station, 15 Wide Brim Sun Protection Hats, 2 Fall Protection Harnesses, 4 packs of UV Protection Arm Sleeves, 16 Safety Helmets, 4 sets of Breathable Dust Masks, 1 case of Nitrile Gloves, 1 set of Coveralls and 10 Protective Arm Sleeves.
Justification for the Needed Purchase:	The Parks and Recreation Department encompasses the city parks maintenance and the Senior Center. This department is responsible for the upkeep of city property and our city's contribution to the senior community. The parks and maintenance crews can be seen anywhere in the city installing playground equipment striping the parking lot at City Hall or mowing grass at one of our city parks. The City has recently reestablished its safety committee which consists of employees from multiple departments whose responsibility is to conduct site reviews and safety audits in and around city buildings. Several purchases have been made by the Parks and Recreation Department to update PPE and safety equipment for use in their field of work and various forms of safety supplies in city buildings for employee use. The City and its employees have tremendously benefitted from the work that the Safety Committee and the Parks and Recreation Department has been doing.
Estimate #1 - Calculated Total	3,312.72
Estimate #2 - Calculated Total	3,387.45
Approving Supervisor - Name	David McGowen



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: July 27, 2023

Item Title: Motion to Approve a Sewer 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

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 the latest version of the agreement with BRS Development along with the exhibits for that agreement.

This agreement will provide the city with needed easements for the trunk line and property for the pump station. This agreement requires the developer to build the trunk line at no cost to the city. If the developer chooses to do so, they can construct the pump station as long as the city has not issued an advertisement for bids by June 15, 2024. When the developer builds the trunk line and if they build the pump station, they must abide by all of the city's construction plans and requirements.

Financial Summary:

There is a financial benefit to the city in acquiring the easements and property needed for the trunk line and pump station. With the developer building the trunk line, the city will benefit from not having to construct that portion of the project. If the developer also builds the pump station, then the city would also benefit from not having to construct that portion as well.

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, the City intends to construct a sewer pump station on the real property described in Exhibit “A” of this Agreement to serve the area of the City where the Development is located (the “Pump Station”);

WHEREAS, the Developer wants the option to construct the Pump Station at its sole cost and expense, and at no cost to the City;

WHEREAS, in consideration for being given the option to construct the Pump Station as set forth herein, the Developer agrees to construct the trunk line portion of the Sewer Project described in Exhibit “C” (“Trunk Line”), and to convey to the City the real property described in Exhibit “A” on which to construct the Pump Station and the easements the City requires as described in Exhibit “B”;

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 will be granted all right, title and interest in and to the real property described in Exhibits “A” and “B” of this Agreement such that it will have the lawful right and ability to convey the property and property interests described in Exhibits “A” and “B” of this Agreement to the City within 30 days of the City's execution of this Agreement. Therefore, as a condition precedent of obtaining the self-help right described herein, Developer shall, within 30 days of the City's execution of this Agreement, convey to the City, free and clear of any encumbrances, the real property and real property interests described in

Exhibits “A” and “B” of this Agreement, and the Developer shall cause the easements and warranty deed attached hereto as Exhibit “A” and Exhibit “B” to be lawfully executed and recorded at the Register's Office of Rutherford County.

2. Trunk Line. As a condition precedent of obtaining the self-help right described herein, Developer shall construct and complete construction of the Trunk Line 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.

3. Self-Help Right. (a) The Developer and the City hereby acknowledge and agree that, if the City has not issued an advertisement for bids to construct the Pump Station 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”).

(b) 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 Pump Station. If the Developer fails to provide written notice of its intent to exercise its Self-Help Right prior to the City issuing an advertisement for bids to construct the Pump Station, the Developer’s Self-Help Right is forfeited, void and of no effect.

(c) 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 Pump Station, but Developer fails to begin construction of the same within sixty (60) days of the issuance of said written notice, Developer's Self-Help Right is forfeited, void and of no effect.

4. Construction Requirements for Trunk Line and Pump Station. (a) Prior to the commencement of any work by the Developer or its contractor(s) on the Trunk Line or the Pump Station, the Developer or its contractor shall provide the City a payment and performance bond, naming the City as co-obligee and in a form and with a surety reasonably acceptable to the City, to secure the faithful performance of the work and the payment of all labor and materials supplied in the performance of the work.

(b) The Developer must comply, and shall cause its designers and contractors to comply, with the City’s construction plans for the Trunk Line and Pump Station and all applicable law including, without limitation, the City's subdivision regulations, ordinances and Tennessee law.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

14. 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.

15. 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.

16. 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.

17. 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.

18. Effective Date. This Agreement shall be effective as of the date it is executed on behalf of the City.

19. 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.

20. 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:_____

Exhibit "A"

		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

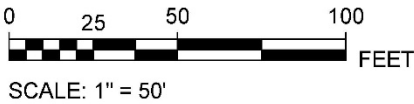
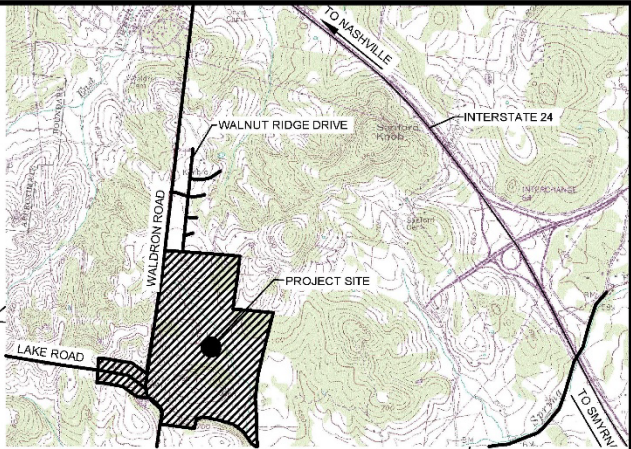
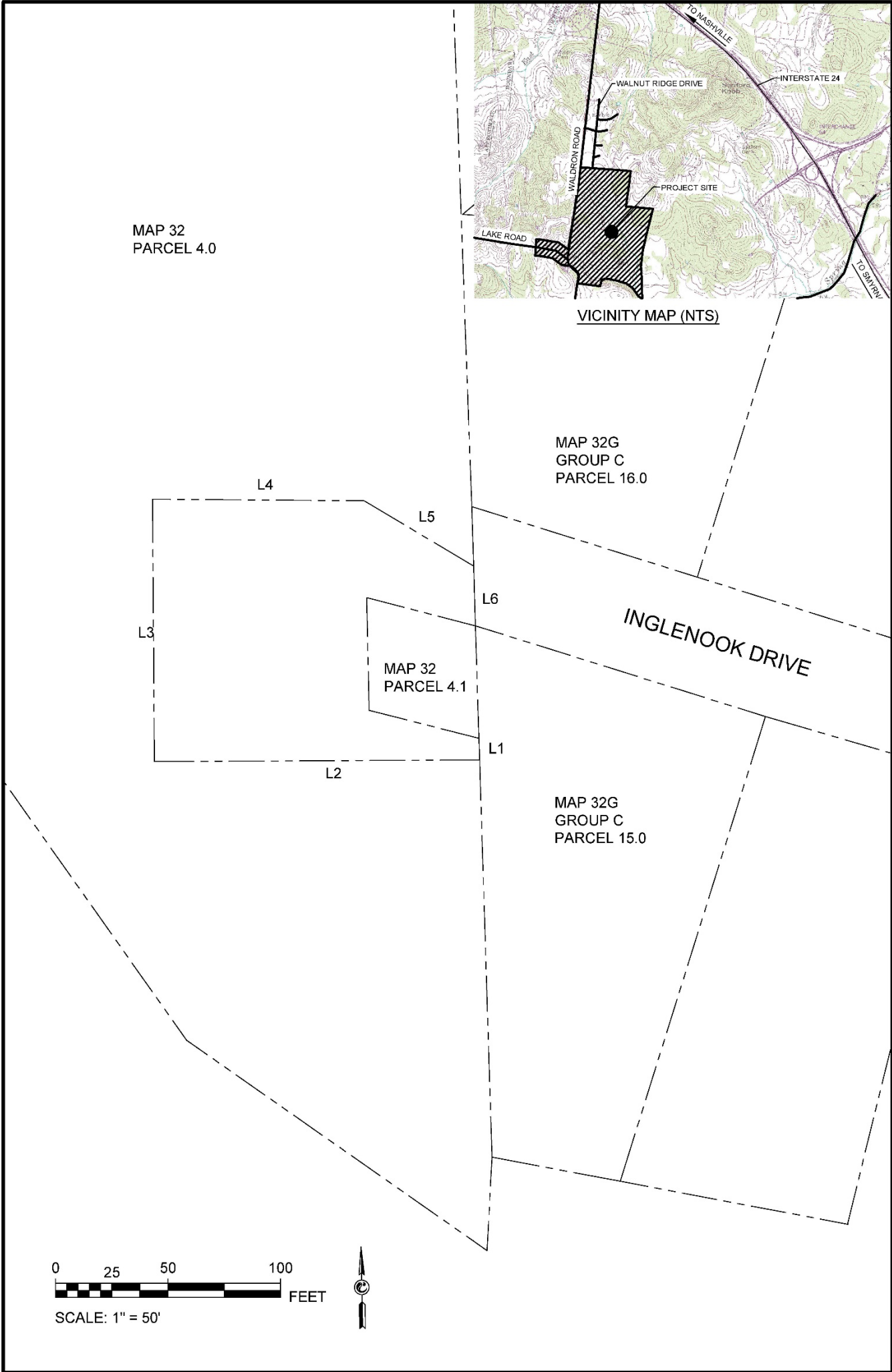
STATE OF _____
COUNTY OF _____

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: _____



 CTI ENGINEERS 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

Exhibit "B"

		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:

Non Exclusive 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.

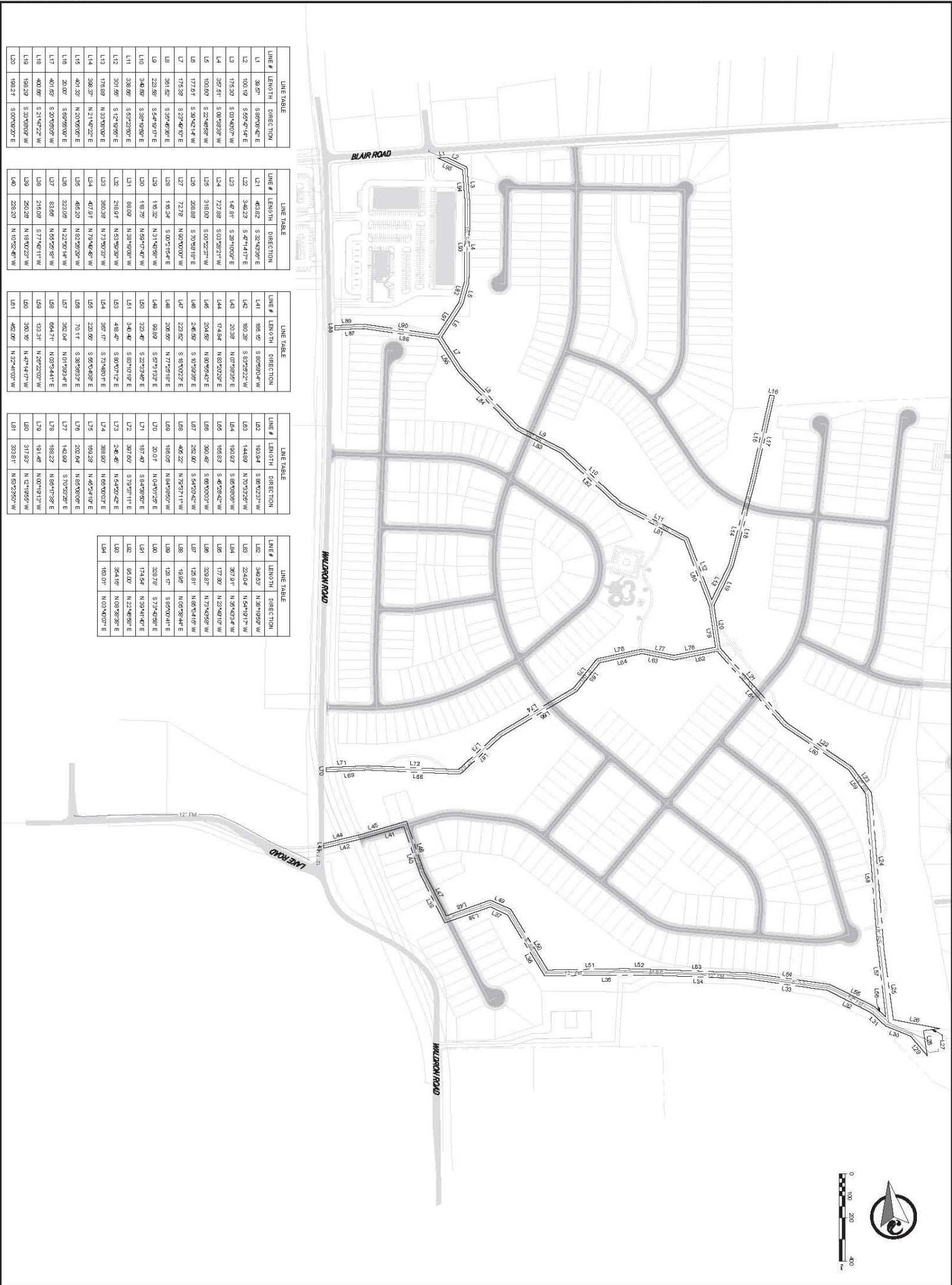
Temporary Easement

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	36.67'	S 80°08'42"E
L2	100.19'	S 65°47'14"E
L3	175.80'	S 63°40'07"W
L4	397.61'	S 68°55'23"W
L5	100.00'	S 22°48'65"W
L6	177.61'	S 39°42'14"W
L7	174.89'	S 23°40'07"E
L8	301.62'	S 59°46'04"E
L9	223.89'	S 64°16'17"E
L10	346.00'	S 59°10'59"E
L11	338.60'	S 67°23'03"E
L12	301.69'	S 12°18'59"E
L13	171.89'	N 23°03'00"E
L14	388.37'	N 21°14'22"E
L15	401.35'	N 20°05'05"E
L16	20.00'	S 69°05'00"E
L17	401.65'	S 20°00'00"W
L18	401.00'	S 21°14'22"W
L19	168.29'	S 59°05'00"W
L20	198.21'	S 60°03'20"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	463.82'	S 32°43'39"E
L22	348.23'	S 4°14'17"E
L23	140.81'	S 29°10'00"E
L24	727.88'	S 03°32'21"W
L25	318.00'	S 00°22'37"W
L26	288.89'	S 70°18'10"E
L27	721.91'	N 01°00'00"W
L28	116.24'	S 00°15'45"E
L29	116.32'	N 31°14'30"W
L30	118.79'	N 39°17'40"E
L31	88.00'	N 38°10'00"W
L32	218.41'	N 63°05'38"W
L33	380.39'	N 23°03'00"W
L34	407.91'	N 20°14'22"W
L35	465.20'	N 42°25'25"W
L36	333.09'	N 23°03'00"E
L37	83.66'	N 65°05'00"W
L38	216.00'	S 77°46'11"W
L39	200.29'	N 18°00'22"W
L40	228.27'	N 10°52'40"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	168.15'	S 00°50'14"W
L42	160.38'	S 83°29'22"W
L43	20.89'	N 07°58'45"E
L44	174.84'	N 83°20'29"E
L45	204.69'	N 80°59'45"E
L46	246.89'	S 10°39'29"E
L47	223.82'	S 18°00'25"E
L48	208.89'	N 77°25'16"E
L49	98.89'	S 67°13'59"E
L50	323.46'	S 22°53'49"E
L51	346.49'	S 80°10'19"E
L52	418.49'	S 80°07'12"E
L53	367.17'	S 73°48'07"E
L54	220.89'	S 60°04'48"E
L55	70.11'	S 38°29'23"E
L56	382.04'	N 01°53'41"E
L57	664.71'	N 05°14'41"E
L58	103.31'	N 08°22'00"W
L59	300.15'	N 47°14'17"W
L60	462.08'	N 32°10'03"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L61	193.84'	S 68°02'37"W
L62	114.69'	N 70°33'20"W
L63	100.69'	S 66°08'00"W
L64	166.83'	S 46°29'42"W
L65	300.48'	S 66°00'03"W
L66	225.80'	S 64°03'42"W
L67	406.22'	N 70°37'11"W
L68	186.09'	N 64°38'50"W
L69	20.01'	N 04°01'29"E
L70	187.49'	S 64°38'00"E
L71	397.00'	S 79°27'11"E
L72	248.49'	N 64°20'42"E
L73	388.80'	N 66°00'03"E
L74	188.23'	N 66°17'58"E
L75	114.69'	S 70°33'20"E
L76	202.64'	N 68°06'09"E
L77	114.69'	S 70°33'20"E
L78	188.23'	N 66°17'58"E
L79	317.03'	N 62°18'50"W
L80	333.81'	N 63°23'30"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L81	346.57'	N 38°19'59"W
L82	224.04'	N 64°19'17"W
L83	387.91'	N 38°49'24"W
L84	177.80'	N 23°49'10"W
L85	326.87'	N 73°45'05"W
L86	128.81'	N 88°14'15"W
L87	10.69'	N 06°05'44"E
L88	128.17'	S 69°02'41"E
L89	326.78'	S 73°45'05"E
L90	174.64'	N 39°14'40"E
L91	95.00'	N 22°46'58"E
L92	364.16'	N 09°55'38"E
L93	183.07'	N 03°14'07"E

JOB NO.
N21003

ISSUE DATE
MAY 31, 2023

DRAWING NO.

3334 PAPER METER HALL, STE 140
15555 N 150TH AVE
LIBERTY, MO 64068

CTIENGINEERS

LA VERGNE, TENNESSEE
WALDRON ROAD SEWER ASSESSMENT ZONE

EASEMENTS

DESIGN
DSN

DRAWN
DWN

CHECKED
CHK

APPROVED
APR

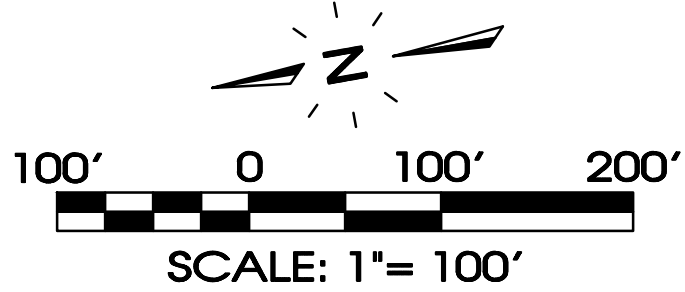
REVISIONS				
NO.	DESCRIPTIONS	DATE	BY	APP'D

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5 of 5

Page 201 of 204

Exhibit "C"



Arbor Ridge
Section 1
La Vergne, Tennessee

Waterline Plan

REVIEW SET
(Not Intended For Construction)

SEC, Inc.

SITE ENGINEERING CONSULTANTS

REVISED: 7-22-2022: SEC OA, QC, Rev. W
7-18-2023: Permit Set

DRAWN: CFB3, SJA
DATE: 7-27-2021
CHECKED:
MAT
FILE NAME:
18314section1
SCALE:
1"=50'
JOB NO.
18314
SHEET:

C1.1

ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.
COPYRIGHT SEC, INC., 2023
The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.



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: JULY 25, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

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

We continue to have a vacancy on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications. If I do not receive any applications by Tuesday, August 1, 2023, I will remove this item from the agenda.



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: JULY 25, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

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

We 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. If we do not receive any applications by Tuesday, August 1, 2023, I will remove this item from the agenda.