

WORKSHOP AGENDA

Board of Mayor and Aldermen

September 28, 2023 @ 6:30 PM

For the October 10, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: September 5, 2023 Public Hearing and September 5, 2023 Regular Meeting.
2. Public Comment Period.
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-21** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on August 29, 2023.)
5. Second Reading - **Ordinance #2023-22** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.
6. Second Reading - **Ordinance #2023-23** - An Ordinance to Amend Title 14, Chapter 3 of the La Vergne Municipal Code Regarding Grading, Soil Erosion and Sedimentation Control and Title 14, Chapter 6 of the La Vergne Municipal Code Regarding the Stormwater Management Ordinance.

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.)

7. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. State Contract Purchase - Tires for City Vehicles.
 2. State Contract Purchase - Bulk De-Icing Road Salt.
 3. Bid - 2019 Interceptor Sewer Improvements Project.
 - B. Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 14, 2023 with a Rain Date of Saturday, October 21, 2023 at the Intersection of Murfreesboro Road and Stones River Road.
 - C. Approve Application for a Roadblock to be Conducted by Rolling Thunder Tennessee Chapter 1 from 10:00 a.m. until 3:00 p.m. on Saturday, October 21, 2023 with a Rain Date of Saturday, October 28, 2023 at the Intersection of Murfreesboro Road and Stones River Road.
 - D. Approve Grant Contract with the State of Tennessee Office of Criminal Justice Programs for the Violent Crime Intervention Fund.
 - E. Approve Addendum #1 from Ragan Smith for Additional Surveying needed for the South Waldron Road Widening Project.
 - F. Amend Employment Contract with City Administrator Bruce Richardson Regarding Annual Performance Evaluation.
 - G. Approve the Renewal of the Employee Benefits Package for 2024.

NEW BUSINESS

8. First Reading - **Ordinance #2023-24** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
9. First Reading - **Ordinance #2023-25** - An Ordinance to Amend the Impact Fee Ordinance to Add an Annual Adjustment for Construction Cost Inflation.
10. First Reading - **Ordinance #2023-26** - An Ordinance to Amend the Fiscal Year 2023-2024 Police Impact Fee Fund Budget.
11. **Resolution #2023-18** - A Resolution to Accept the Portico Place, Section 2, Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on September 26, 2023.)
12. **Resolution #2023-19** - A Resolution to Write Off Uncollectible Property Tax Accounts.
13. **Resolution #2023-20** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.
14. **Resolution #2023-21** - A Resolution of the City of La Vergne of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

15. Motion to Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.
16. Appoint or Remove Board / Committee Members:
 - A. La Vergne Industrial Development Board. (One term vacant; Two terms expire 10/1/23.)
 - B. Local Emergency Planning Committee. (Two terms vacant.)
 - C. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
 - D. FYI - Planning Commission. (One term expires 10/31/23.)
17. Discussion - Traffic Calming Study. (Alderman Hobbs)

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 SEPTEMBER 5, 2023, AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

Call to Order

The September 5, 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 #2023-21 – An Ordinance to Amend the City of the La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District.**

No one spoke.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:31 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 SEPTEMBER 5, 2023, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The September 5, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

1. Approve Minutes: August 1, 2023 Regular Meeting and August 22, 2023 Special Meeting.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve the minutes of the August 1, 2023 Regular Meeting and August 22, 2023 Special Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Public Comment Period.

Ms. Deborah Roan, La Vergne, spoke about her concern over the Senior Center.

Ms. Juanita Leonard, La Vergne. spoke about her concern over the Senior Center.

Ms. Leah Gissendanner, 253 Bill Stewart Blvd., spoke about her concern over the Senior Center.

Ms. Cindy Terrel, 506 Rutherford Point Circle, spoke about her concern over the Senior Center.

Ms. Jean Harris, spoke about her concern over the Senior Center.

Ms. Elaine Fry, 121 Mason Circle, spoke about her concern over the Senior Center.

Ms. Sally Parker, 117 Stoneridge Parkway, spoke about her concern over the Senior Center.

Ms. Catherine Green, Smyrna, spoke about her concern over the Senior Center.

Ms. Terry Waldron, 117 Center Street, spoke about her concerns regarding a code issue.

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. Finance Department.** Ms. Tonya Williams gave the report for the Finance Department.
- E. Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS**4. Second Reading - Ordinance #2023-18 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2023-18 on second reading, was adopted following a roll-call vote.

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

5. Second Reading - Ordinance #2023-19 - An Ordinance to Amend the Fiscal Year 2023-2024 Drug Fund Budget.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2023-19 on second reading, was adopted following a roll-call vote.

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

6. **Second Reading - Ordinance #2023-20 - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.**

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-20 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

7. **Consent Agenda Items:**

A. Approve or Reject City Bids and Purchases:

1. Sole Source Purchase - Ballistic Carriers and Plates for the Police Department SWAT Team.
2. OMNIA Partners Contract Pricing - Roof for Multipurpose Building.
3. GSA Contract Pricing - Copy Machine for City Hall Mail Room.
4. State Contract Pricing - Equipment and Supplies for New Fire Station #41 Training Room.
5. Sourcewell Contract Pricing - Replacement Tasers and Accessories for the Police Department.
6. Sole Source Purchase - Firefighter Personal Protective Gear for the Fire Department.
7. GSA Contract Pricing - DocuSign Services for Use with Ceridian Dayforce.

B. Approve Change Order #3 for the Industrial Boulevard Sewer Expansion Project.

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

NEW BUSINESS

8. **First Reading - Ordinance #2023-21 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on August 29, 2023.)**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2023-21 on first reading.

Mr. Josh Hamby, 6000 Fairview Road, Suite 1530, Charlotte, North Carolina, approached the podium. Vice-Mayor Noe asked how many apartments would be built. Mr. Hamby stated approximately 250 units would be built. He explained that there would be a mixture of one and two-bedroom apartments and a few three-bedroom apartments. He explained the amenities.

Vice-Mayor Noe asked Assistant City Administrator Kyle Brown about the utilities. Mr. Brown explained the utilities and detention pond. He stated it would be sufficient for the City's needs. A discussion ensued.

Vice-Mayor Noe asked about traffic signals. Mr. Hamby stated that he had spoken with TDOT. He stated that the City should benefit from the additional traffic signal.

A discussion ensued about the timeline for announcing the retailers for the commercial space.

Alderman Waldron asked how many stories the apartments would be. Mr. Hamby stated their proposal would be three stories and maybe one building would be four stories high.

Mayor Cole asked if this project would be like The Depot in Smyrna. Mr. Hamby explained that the apartments would be luxury apartments with full-time staff.

Vice-Mayor Noe asked about the overlay. Mr. Brown stated that they would have to meet the overlay requirements.

Alderman Hobbs asked about the rezoning. Mr. Hamby explained.

The motion was adopted following a roll-call vote.

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

9. First Reading - Ordinance #2023-22 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2023-22 on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE

10. **First Reading - Ordinance #2023-23 - An Ordinance to Amend Title 14, Chapter 3 of the La Vergne Municipal Code Regarding Grading, Soil Erosion and Sedimentation Control and Title 14, Chapter 6 of the La Vergne Municipal Code Regarding the Stormwater Management Ordinance.**

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2023-23 on first reading, was adopted following a roll-call vote.

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

11. **Resolution #2023-17 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Resolution #2023-17, was adopted following a roll-call vote.

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

12. **Motion to Approve a Professional Services Agreement with Croft & Associates, LLC for Right-of-Way Acquisition Consulting Services for the Blair Road West Expansion Project.**

A motion, made by Alderman Haas, seconded by Mayor Cole, to approve the PSA with Croft and Associates for right-of-way acquisition consulting services for Blair Road West expansion.

Alderman Hobbs stated her concerns about the project and the cost. Mayor Cole explained the details of the project. He explained that this motion was just to acquire the right of way for the future. A discussion ensued.

The motion was adopted following a roll call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to keep the Smith family in their prayers. He asked everyone to check on the elderly and their pets. He reminded everyone to winterize their homes and automobiles.

Alderman Hobbs asked if we could add an item for the next agenda to discuss a traffic calming study. She explained her concerns. She reminded everyone to wear life jackets.

Alderman Haas reminded everyone about the Country Ham Breakfast next Saturday. She asked everyone to come out to the La Vergne Fall Festival and parade. She made comments about the USL Ball Clinic.

Vice-Mayor Noe made comments about codes and their process. He stated the City had some opening for the corn hole game at the Fall Festival. He made comments about the Senior Center.

Mayor Cole reminded everyone about the Fall Festival and Prince concert. He reminded everyone about movie in the park on the 29th. He spoke about the planning retreat. He stated that the October BOMA meeting will be on the 10th. He asked everyone to keep the Hatcher family in their prayers. He honored a resident who passed away and was 107 years old. He made comments about codes.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 8:18 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Second Reading - **Ordinance #2023-21** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on August 29, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments:

1. Ordinance #2023-21
2. Multifamily Elevations
3. Retail Elevations

Summary:

This is an ordinance to rezone the property located at 31 Lillian Buchanan Drive from C-2 to R-3.

Background Information:

The applicant, DSG, Inc., is requesting to rezone approximately 9.33 acres from C-2 (Highway Service Commercial) to R-3 (High Density Residential). Per the applicant, the purpose of the rezoning is to be able to pursue the development of a multi-family development. There has been no formal plan offered at this time, but the applicant has offered a rezoning exhibit. Proposed elevations are also attached for the multi-family development and the future retail development on a neighboring property.

There is a mixture of zoning in the area including C-2, R-3 and R-2, but the area is

predominantly zoned C-2. The property that borders this site on the north is R-3 and to the south is C-2. There is also a large area of C-2 to either side of the property along Murfreesboro Road.

A public hearing was held on September 5, 2023 at 6:30 p.m. for this item.

Financial Summary:

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

Staff Recommendation:

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

ORDINANCE #2023-21

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 14, PARCEL 72, CONSISTING OF APPROXIMATELY 9.33 ACRES, LOCATED AT 31 LILLIAN BUCHANAN DRIVE, FROM A C-2 (HIGHWAY SERVICE COMMERCIAL) ZONING DISTRICT TO A R-3 (HIGH DENSITY RESIDENTIAL) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on August 29, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 14, Parcel 72 from a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. This property consists of approximately 9.33 acres and is owned by Richland South, LLC, who authorized the submittal of application #ZR-2023-03 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

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

REZONING REQUEST APPLICATION

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

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

Request No. ZR-2023-03

(Assigned by the City Recorder)

Date Submitted: _____

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

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

Name: Josh Hamby Phone #: 864-280-3770

Business: Woodhaven Development Group E-Mail: josh@woodhavendg.com

Address: 6000 Fairview Rd., Suite 1530 Best Way to Contact: email
(Mail, E-Mail, Phone)

City: Charlotte State: NC Zip: 27529

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
014	07200	C-2	R-3	9.33	Richland South LLC

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

Project Name: Lillian Buchanan Dr. Multi-Family

Project Address: 31 Lillian Buchanan Dr.

Existing Land Use: Undeveloped

Proposed Land Use: Multi-family Residential

Total Acreage of Project / Rezoning: 9.33

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

Applicant's Signature: Joshua L Hamby **Date:** 02/22/2023

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

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

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

Project Name: Lillian Buchanan Dr. Multi-Family

Project Address: 31 Lillian Buchanan Dr.

Land Use Existing: Undeveloped

Land Use Proposed: Multi-family Residential

Existing Zoning District C-2 Highway Service

Tax Map(s) & Parcel Number(s): 014-072.00-000

Check one or more of the following:

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

*These requests require an additional application form.

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

Environmental Constraints on Site?

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

Engineer/Designer (if applicable) Print Name Gary Franks

Address 1210 Progressive Dr., Suite 201 Zip Code 23320

Daytime Phone 757-908-2372 Fax _____ E-mail: gfranks@dsgva.com

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

Certification Statement

I hereby certify that Richland South LLC is the owner of the property located at 31 Lillian Buchanan Dr. which is the subject of this application, and that I, Hoss Mousavi, in my capacity as President, am authorized to sign this application on behalf of the owner.

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

[Signature]
Signature

Feb/21/2023
Date

Hoss Mousavi / president
Printed Name and Title

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

[Signature]
Notary Signature



2-21-23
Date

Contact PersonPrint Name Same as Engineer

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

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

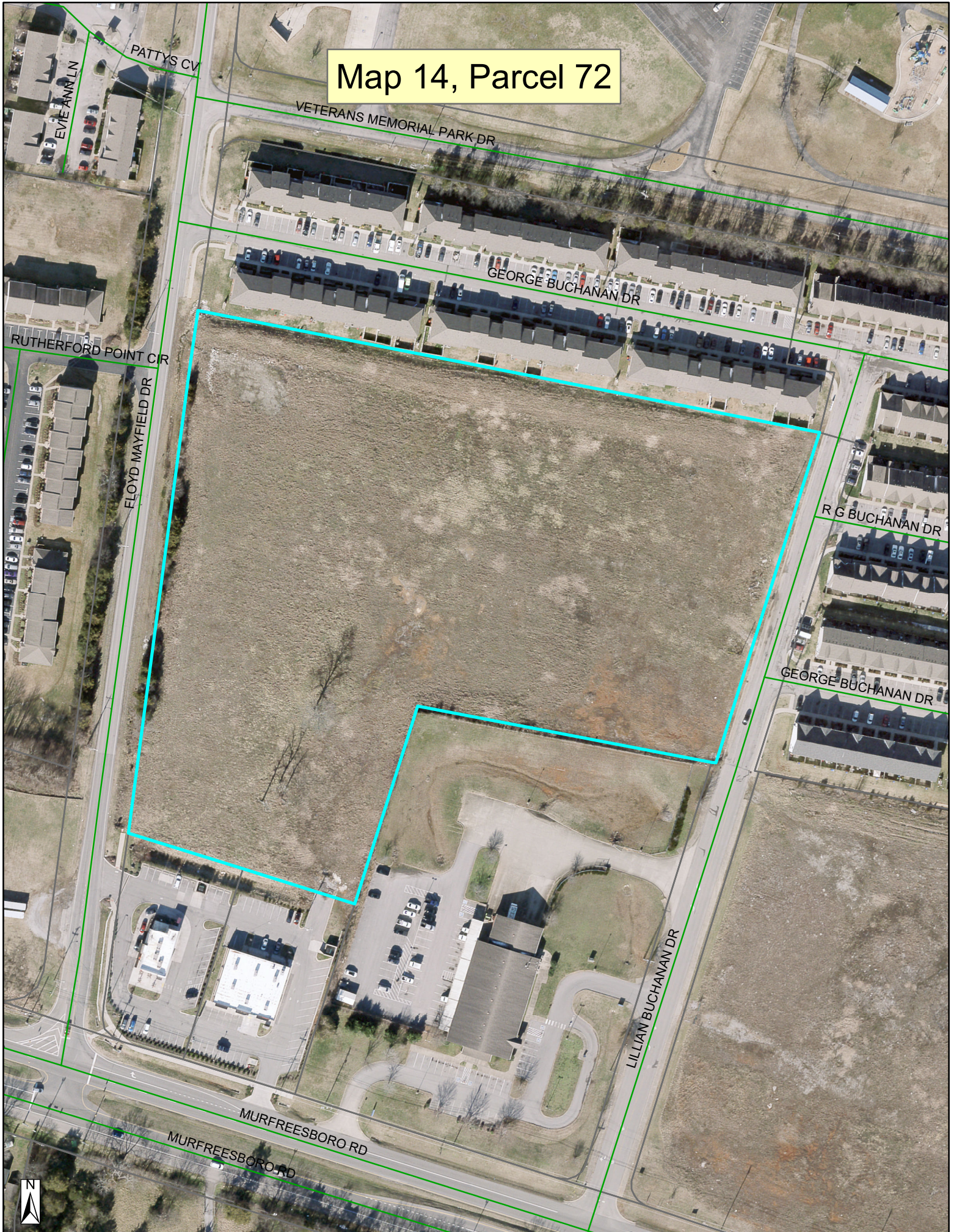
Applicant (if other than owner)Print Name Josh Hamby Signature _____Address 6000 Fairview Rd., Suite 1530 Charlotte NC Zip Code 28210Daytime Phone 864-280-3770**Owner(s)**Print Name Richland South LLC Signature Address 212 Overlook Circle # 207 Zip Code 37027Daytime Phone 615-566-3250

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

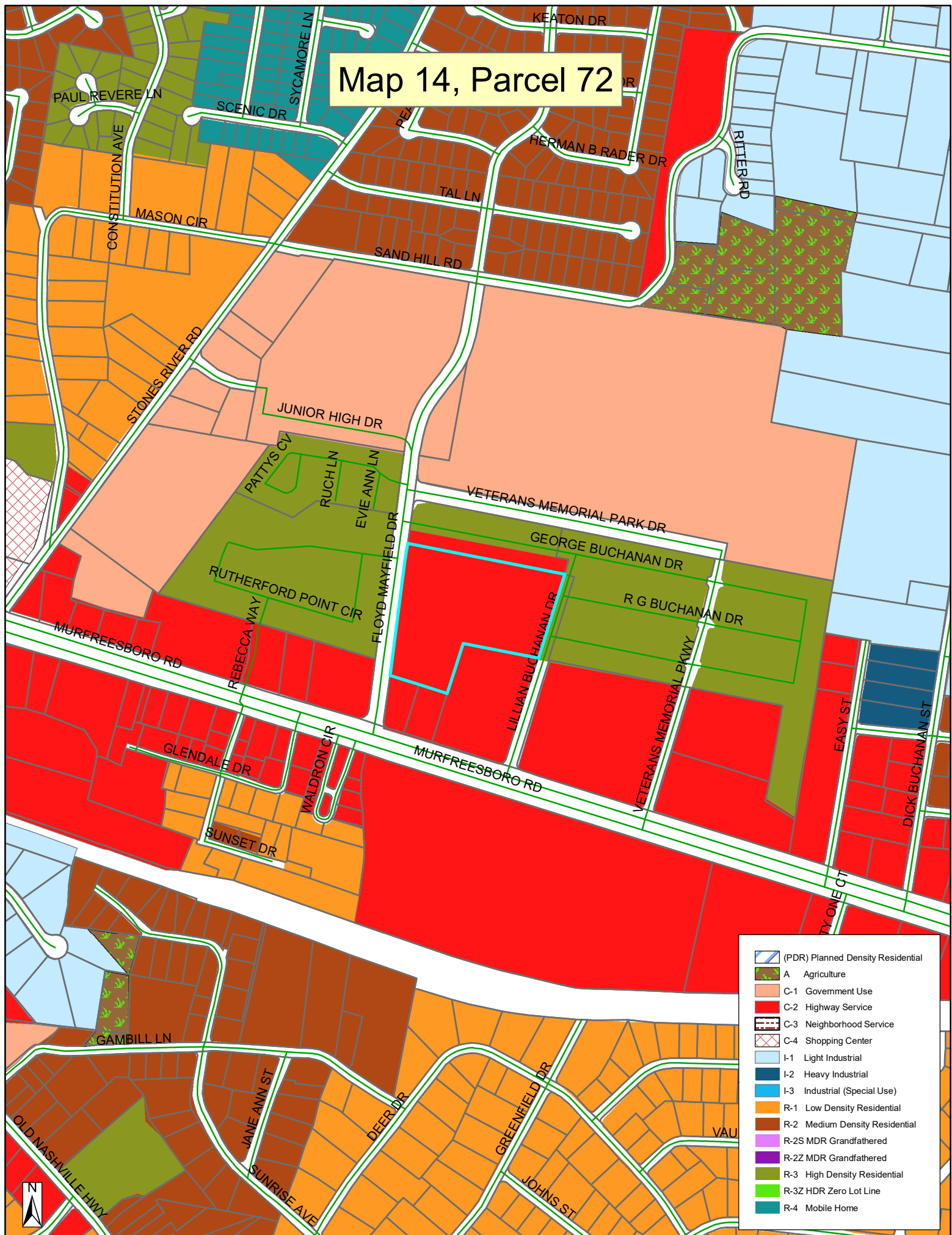
Map 14, Parcel 72



Map 14, Parcel 72



Map 14, Parcel 72





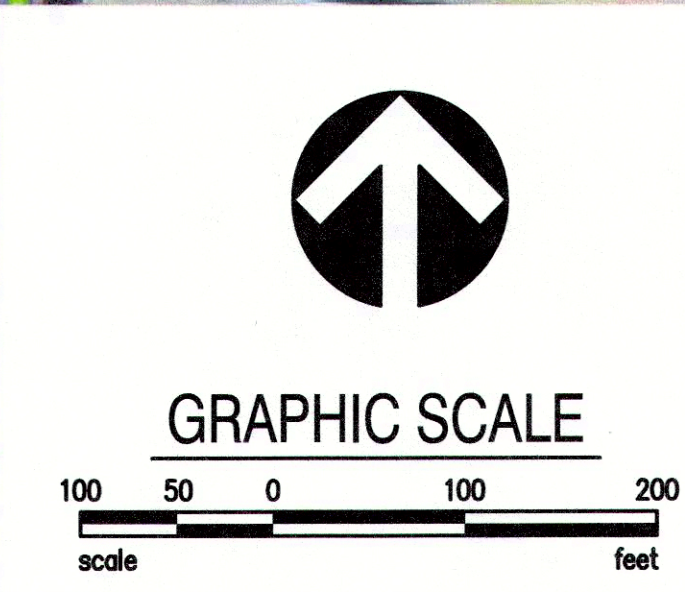
Adjacent Property Information				
Property Address	Parcel #	Zoning	Owner	Owner's Address
N/A	07204	C-2	Richland South LLC	749 Duncan Ct. Brentwood, TN 37027
5309 Murfreesboro Rd.	07205	C-2	United States Postal Service	1735 N. Brown Rd. (STE 200) Lawrenceville, GA
5295 Murfreesboro Rd.	07207	C-2	Richland South LLC	749 Duncan Ct. Brentwood, TN 37027
5285 Murfreesboro Rd.	07208	C-2	Richland South LLC	749 Duncan Ct. Brentwood, TN 37027
101 Floyd Mayfield Dr.	00400	C-2	Shreibman Amnon Etux Ruth	PO Box 177 La Verne, TN 37086
1 Rutherford Point Cir.	00200	R-3	Highmark Rutherford Pointe LLP	1222 16th Ave. S (STE 300) Nashville, TN 37212
George Buchanan Dr.	07206	R-3	N/A	N/A
George Buchanan Dr.	07203	R-3	N/A	N/A

REV.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

DESIGNED BY: GF
DRAWN BY: GF
REVIEWED BY:



PROJECT NAME/LOCATION ID	MURFREESBORO RD.
SHEET TITLE	REZONING EXHIBIT
PROJECT ID	5309 MURFREESBORO RD. LA VERNE, TN



EX-1
CONCEPT PLAN



BUILDING A

SV



① REAR ELEVATION
1/16" = 1'-0"



SV DESIGN



PERSPECTIVE

SV

18002





La Vergne Proposed Elevations for Zoning

Overall Site
08.15.2023
plf arch Proj. # 2367





Outparcel #1



Outparcel #2



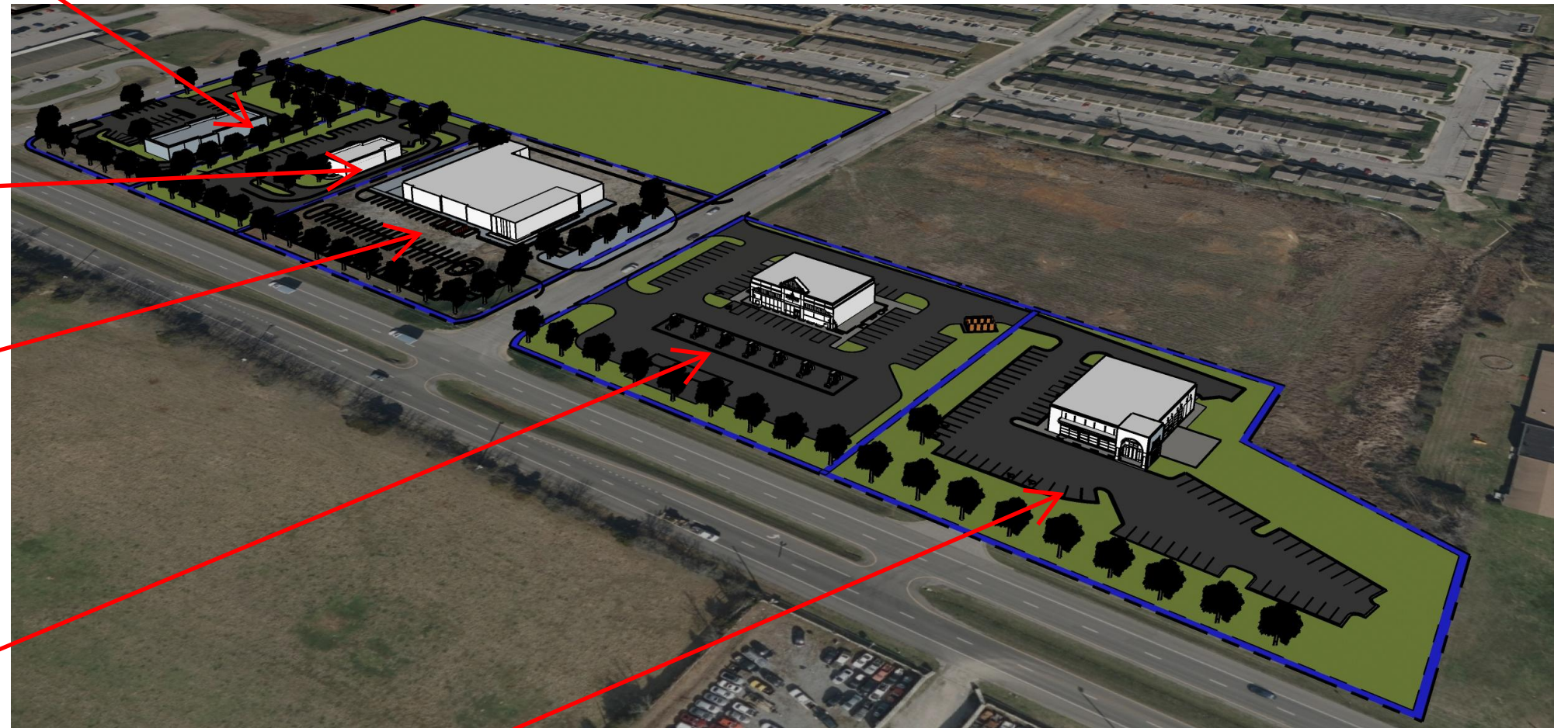
Outparcel #3



Outparcel #4



Outparcel #5



La Vergne Proposed Elevations for Zoning

Overall Site
08.15.2023
plf arch Proj. # 2367





Outparcel #1



Outparcel #2



Outparcel #3



Outparcel #4



Outparcel #5



La Vergne Proposed Elevations for Zoning

Overall Site
08.15.2023
plf arch Proj. # 2367



peadon finein
architecture | interiors | branding

peadon finein Architecture, PLLC
826 Hawthorne Lane | Charlotte, NC 28204
704.470.6979 | info@pfarchitecture.com



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Second Reading - **Ordinance #2023-22** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-22

Summary:

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

Background Information:

This is a final adjusting budget amendment for the FY 2022-2023 General Fund Budget for departments that went over their line item budgets. These departments include Judicial, City Administrator, City Recorder, Information Technology, Fleet and Recreation.

Financial Summary:

The total budget amendment will move \$256,000 from fund balance to these departments.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-22

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 GENERAL FUND BUDGET.

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

The 2022-2023 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41200-252	Judicial - Legal Services	\$	15,000
110-41340-111	City Administrator - Salaries	\$	16,500
110-41510-259	City Recorder - Other Prof. Services	\$	5,700
110-41510-231	City Recorder - Pub. of Legal Notices	\$	1,400
110-41680-245	IT - Telephone and Cell Phones	\$	31,000
110-41680-312	IT - Small Items of Equipment	\$	36,000
110-41680-346	IT - Communication Maintenance	\$	18,000
110-43170-273	Fleet - Parks	\$	3,000
110-43170-274	Fleet - Police	\$	33,000
110-43170-275	Fleet - Streets	\$	23,500
110-43170-308	Fleet - Fire	\$	27,000
110-44400-242	Recreation - Water	\$	8,000
110-44400-324	Recreation - Household and Janitorial	\$	2,500
110-44400-326	Recreation - Clothing and Uniforms	\$	4,500
110-44400-939	Recreation - Other Improvements	\$	30,900

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	256,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title:	Second Reading - <u>Ordinance #2023-23</u> - An Ordinance to Amend Title 14, Chapter 3 of the La Vergne Municipal Code Regarding Grading, Soil Erosion and Sedimentation Control and Title 14, Chapter 6 of the La Vergne Municipal Code Regarding the Stormwater Management Ordinance.
Department:	Engineering
Presented By:	Gary Lide
Item Attachments:	1. Ordinance #2023-23 2. Stormwater Board Presentation

Summary:

This ordinance will delete Title 14, Chapter 3 in its entirety and adopt a revised Title 14, Chapter 6 which incorporates updated content of both chapters and includes updated State requirements for water quality from the Small Municipal Separate Storm Sewer System (MS4) Permit dated 01 September 2023. This was reviewed by the Stormwater Advisory Board on 07 August 2023 and recommended for approval by a vote of 3-0 with one abstention.

Background Information:

1. The State MS4 permit referenced above provides the following requirement in Section 4.1.1:
All updates to the legal authority required by changes to this permit shall be fully implemented and adopted (as applicable) as soon as possible in conjunction with the permanent stormwater authority (not to exceed 24 months from the Effective Date on the Notice of Coverage)
2. Chapter 3 presently is redundant in many areas with the Chapter 6 and in some places the documents are at variance with each other. Examples

include:

- The Land Disturbance Permit process is listed in both sections which is redundant
 - The water quality requirements are listed in both sections and are at variance with each other which causes confusion
3. A consultant (CEC, Inc.) was hired and developed the draft of the document which was then reviewed and revised by City Staff including Kyle Brown, Juliet Williams, Alex Thompson, and Gary Lide.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-23

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 3 OF THE LA VERGNE MUNICIPAL CODE REGARDING GRADING, SOIL EROSION AND SEDEMENTATION CONTROL AND TITLE 14, CHAPTER 6 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE STORMWATER MANAGEMENT ORDINANCE.

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

SECTION I. Title 14, Chapter 3 of the La Vergne Municipal Code is hereby deleted in its entirety.

SECTION II. Title 14, Chapter 6 of the La Vergne Municipal Code is hereby amended to read as follows:

CHAPTER 6

STORMWATER MANAGEMENT ORDINANCE

SECTION

- 14-601. General provisions.
- 14-602. Definitions.
- 14-603. Stormwater system design: construction and permanent stormwater management; performance standards.
- 14-604. Land disturbance permits.
- 14-605. Permanent stormwater management: operation, maintenance, and inspection.
- 14-606. Existing locations and ongoing developments.
- 14-607. Inspections.
- 14-608. Illicit discharges.
- 14-609. Enforcement.
- 14-610. Penalties.
- 14-611. Appeals.
- 14-612. Severability.

14-601. General provisions. (1) Title. This chapter shall be known as the "Stormwater Management Ordinance" for the City of La Vergne, Tennessee.

(2) Applicability and jurisdiction. The stormwater management ordinance shall govern all properties within the limits of the City of La Vergne, Tennessee.

(3) Purpose. It is the purpose of this ordinance to:

(a) Protect, maintain, and enhance the environment of the City of

La Vergne and the public health, safety, and the general welfare of the citizens of the city, by controlling discharges of pollutants to the stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the city.

(b) Enable the City of La Vergne to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 C.F.R. § 122.26 for stormwater discharges.

(c) Allow the City of La Vergne to exercise the powers granted in Tennessee Code Annotated, § 68-221-1105 or as amended by the State of Tennessee, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:

(i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the city, whether or not owned and operated by the city;

(ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;

(iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;

(iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;

(v) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

(vi) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and

(vii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, where public or private.

(4) Authority. (a) The City of La Vergne shall have right-of-entry upon the property subject to this ordinance and any permit or document issued hereunder. The City of La Vergne shall be provided ready access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any other duties necessary to determine compliance with this ordinance.

(b) Where a property, site or facility has security measures in place that require proper identification and clearance before entry into its premises, the owner or occupier shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the City of La Vergne will be permitted to enter without delay for the purposes of performing specific responsibilities.

(c) The City of La Vergne shall have the right to operate and maintain on the person's property such devices as are necessary to conduct sampling and metering of the owner or occupier's stormwater operations or discharges.

(d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the owner or occupier at the written or verbal request of the City of La Vergne. The costs of clearing such access shall be borne by the person.

(e) The City of La Vergne may reserve the right to determine and impose inspection schedules necessary to enforce the provisions of this ordinance.

(5) Duty to provide information. (a) The owner/operator shall furnish to the City of La Vergne any information that is requested to determine compliance with this ordinance or other information.

(6) Exemptions. The following activities are exempt from the provisions of this chapter and requirements of providing stormwater management:

(a) Agricultural land management activities;

(b) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources; and

(c) Developments that do not disturb more than one (1) acre of land. This exception does not apply to sites that disturb less than one (1) acre but are part of a common plan of development or sale that comprises of at least one (1) acre of cumulative land disturbance. This exemption does not apply to any discharge of sediment or other form of water pollution that may leave a small site, or if in the discretion of the City of La Vergne, the land disturbance activity poses a threat to water, public health, or safety.

(7) Savings provision. This ordinance shall not be construed as altering, modifying, vacating, or nullifying any rights of obligations obtained by any person, firm or corporation through approval of a preliminary plat by the City of La Vergne Planning Commission or through the approval of any land disturbance permit or any other lawful action of the city prior to the adoption of this ordinance.

14-602. Definitions. For the purpose of this ordinance, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use.

(1) "Agricultural land management activities." The practice of cultivating the soil, producing crops, and raising livestock for the preparation and marketing of the resulting products.

(2) "As-built drawing." See record drawing.

(3) "Best Management Practices (BMPs)." Schedules of activities, prohibitions of practices, maintenance procedures, structural and non-structural practices, and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include source control practices (non-structural BMPs) and engineered structures designed to treat runoff.

(4) "Buffer" see Water Quality Riparian Buffer

(5) "Building permit." A general permit issued authorizing any owner,

authorized agent, or contractor to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to perform any or to cause any such work to be done.

(6) “City Inspector.” Means a person that has successfully completed (has a valid certification from) the “Fundamentals of Erosion Prevention and Sediment Control Level I” course:

(a) This person performs inspections on behalf of the city to check compliance with the city’s requirements and performs enforcement activities.

(b) This person does not do the functions of an “Inspector” defined herein.

(7) “Clearing.” Refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading, and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams or power lines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).

(8) “Common plan of development or sale.” Broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design) or physical demarcation (including boundary signs, lot stakes, surveyor markings) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

(9) “Construction Site Operator.” Means any person associated with a construction project that meets either of the following two criteria:

(a) This person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project and is considered the primary permittee.

(b) This person has day-to-day operational control of those activities at a project which are necessary to implement compliance with a SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the primary permittee and is considered a secondary permittee.

It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of the “construction site operator.”

(10) “Control Measure.” Refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the state.

(11) “Critical Service Road.” Any road or street which serves as a primary egress route for 150 or more residential units, 150,000 SF or more of office building space, 40,000 SF or more of retail building space, or 300,000 SF or more of industrial

building space. Or any combination of the above which adds up to 1500 trips per day (TPD) calculated as follows: 10 TPD per residential unit; 10 TPD per 1,000 SF office space; 38 TPD per 1,000 SF retail space; and 5 TPD per 1,000 SF industrial space.

(12) "CWA or The Act." Means Clean Water Act of 1972, amended in 1977 or the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.).

(13) "Design storm" is the estimated design rainfall amounts, for any return period interval (i.e., 1-yr, 2-yr, 5-yr, 25-yr, etc.) in terms of either 24-hour depths, or intensities for any duration, as defined by Precipitation-Frequency Atlas of the United States. Atlas 14. Volume 2. Version 3.0 U.S. Department of Commerce National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Springs, Maryland or its digital product equivalent.

(14) "Director." Means the director, or authorized representative, of the Division of Water Resources of the State of Tennessee Department of Environment & Conservation.

(15) "Discharge" or "Discharge of a Pollutant." Refers to the addition of pollutants to waters from a source.

(16) "Discharge of stormwater associated with construction activity." Refers to stormwater point source discharges from areas where soil disturbing activities (e.g., clearing, grading, excavation), or construction materials or equipment storage or maintenance (e.g., earth fill piles, fueling, waste material) are located.

(17) "Disturbed area." Means the total area presented as part of the development (and/or of a larger common plan of development) subject to being cleared, graded, or excavated during the life of the development. The area cannot be limited to only the portion of the total area that the site-wide owner/developer initially disturbs through the process of various land clearing activities or in the construction of roadways, sewers and water utilities, stormwater drainage structures, etc., to make the property marketable.

(18) "Division." Means the Division of Water Resources of the State of Tennessee Department of Environment and Conservation.

(19) "Easement." An acquired privilege or right of use or enjoyment that a person, party, firm, corporation, City of La Vergne or other legal entity has in the land of another.

(20) "Enforcement Response Plan (ERP)." Is a set of procedures which present the permittee's potential responses to violations and address repeat violations through progressive enforcement as needed to achieve compliance. These enforcement responses should be commensurate with the nature of the violation and must include enforcement responses progressing up to the maximum civil and criminal penalties as described in T.C.A. 69-3-101, et seq. The enforcement response procedures or methods must address all violations of prohibitions and requirements applicable to this permit that are contained in the permittee's statutes, codes or other control mechanisms as well as other violations of the permit. The enforcement response procedures or methods documentation must be referenced by or included in the permittee's statutes, codes or other control mechanisms. The enforcement responses may include actions such as written notices, citations with administrative penalties, stop work orders, withholding of plans approvals or other authorizations, or any other administrative judicial action.

(21) "Erosion." The removal of soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects.

(22) "Erosion prevention and sediment control plan." A written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

(23) "Exceptional Tennessee Waters." Surface waters designated by the Division as having the characteristics set forth in Tennessee Rules, Chapter 0400-40-03-.06(4). Characteristics include waters within parks or refuges, scenic rivers, waters with threatened or endangered species, waters that provide specialized recreational opportunities, waters within areas designated as lands unsuitable for mining, waters with naturally reproducing trout, waters with exceptional biological diversity and other waters with outstanding ecological or recreational value.

(24) "Illicit connections." means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

(25) "Illicit discharge." is defined in 40 CFR § 122.26(b)(2) and refers to any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.

(26) "Improved Sinkhole." A natural surface depression that has been altered in order to direct fluids into the hole opening. Improved sinkhole is a type of injection Well regulated under the Underground Injection Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices, such as those commonly associated with weathering of limestone.

(27) "Inspector." A person with one of the following qualifications:

(a) a valid certification for the "Fundamentals of Erosion Prevention and Sediment Control Level I" course,

(b) a licensed professional engineer or landscape architect,

(c) a Certified Professional in Erosion and Sediment Control (CPESC),

or

(d) successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites" course.

An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:

(a) Oversee the requirements of other construction-related permits, such as an Aquatic Resources Alteration Permit (ARAP) or Corps of Engineers permit for construction activities in or around waters of the state.

(b) Update field SWPPPs.

(c) Conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed.

(d) Inform the permit holder of activities that may be necessary to gain or remain in compliance with the Tennessee Department of Environment and Conservation (TDEC) Construction General Permit (CGP) and other

environmental permits.

(28) "Linear project." A land disturbing activity as conducted by an underground/overhead utility or highway department, including, but not limited to, any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.

(29) "Land disturbing activity." Any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

(30) "Maintenance." Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

(31) "Maintenance agreement." A document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater control measures.

(32) "Monitoring." Refers to tracking or measuring activities, progress, results, etc., and can refer to non-analytical monitoring for pollutants by means other than 40 CFR § 136 (and other than state- or federally established protocols in the case of biological monitoring and assessments), such as visually or by qualitative tools that provide comparative values or rough estimates.

(33) "Municipal Separate Storm Sewer System (MS4)." Defined in 40 CFR § 122.26(b)(8) to mean a conveyance or system of conveyances (e.g., roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are:

- (a) owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribal organization or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;

- (b) designed or used for collecting or conveying stormwater;

- (c) not a combined sewer; and

- (d) not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR § 122.2.

(34) "Notice of Intent or NOI." Intent to be covered by the Construction General Permit

(35) "Operator." Any person who owns, leases, operates, controls, or supervises a source.

(36) "Ordinary high-water mark or top of bank." The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas. Both of these terms are of a highly technical nature and the division realizes that, in practice, a certain degree of best professional judgement will be used to establish buffer boundaries.

(37) "Peak flow." The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

(38) "Permanent Stabilization." All soil disturbing activities at the site have been completed and one of the three following criteria is met:

(a) A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion.

(b) Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets or Reno mattresses have been employed.

(c) For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.

(39) "Person." Any and all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.

(40) "Point Source or Outfall." Means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include introduction of pollutants from non-point source agricultural or silvicultural activities, including stormwater runoff from orchards, cultivated crops, pastures, range lands, forest lands or return flows from irrigated agriculture or agricultural stormwater runoff. In short, outfall is a point where runoff leaves the site as a concentrated flow in a discrete conveyance.

(41) "Priority area." An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

(42) "Priority construction activity." Shall be at a minimum, those construction activities discharging directly into, or immediately upstream of, waters of the state recognized as unavailable parameters for siltation or Exceptional Tennessee Waters.

(43) "Record drawings" Means drawings depicting conditions as they were actually constructed.

(44) "Redevelopment." Means the alteration of developed land that disturbs one

acre or more, or less than an acre if part of a larger common plan of development.

(45) "Registered Engineer" and "Registered Landscape Architect" An engineer or landscape architect certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Section 62-202, Tennessee Code Annotated, to practice in Tennessee.

(46) "Runoff." Means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate stormwater system.

(47) "Sediment." Solid material, both inorganic (mineral) and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice as a product of erosion.

(48) "Sediment basin." A temporary best management practice consisting of an embankment constructed across a wet weather conveyance, an excavation that creates a basin or by a combination of both.

(49) "Sedimentation." Means the action or process of forming or depositing sediment.

(50) "Significant Contributor." Defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

(51) "Sinkhole". means a depression or cavity in the ground providing a route for surface water to flow subsurface.

(52) "Steep slope." Means a natural or created slope of 35% grade or greater. Designers of sites with steep slopes must pay attention to stormwater management in the SWPPP to engineer runoff around or over a steep slope so as not to erode the slope. In addition, site managers should focus on erosion prevention of the slopes and stabilize the slopes as soon as practicable to prevent slope failure or sediment discharges from the project.

(53) "Stormwater." Means rainfall runoff, snow melt runoff, and surface runoff and drainage.

(54) "Stormwater Appeals and Advisory Board." The body which has been delegated the authority by the Board of Mayor and Alderman of the City of La Vergne to hear appeals concerning decisions made by the city administrator or his designee as to the interpretation of the meaning of this code.

(55) "Stormwater Control Measures (SCMs)." Permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.

(56) "Stormwater discharge-related activities." Means activities that cause, contribute to or result in point source stormwater pollutant discharges. These activities may include excavation, site development, grading and other surface disturbance activities; and activities to control stormwater including the siting, construction and operation of best management practices (BMPs).

(57) "Stormwater management facilities." The drainage structures, conduits, ditches and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.

(58) "Stormwater management plan." A written compilation of the elements of

the Stormwater Management Program. It is considered a single document, even though it actually consists of separate, stand-alone components.

(59) “Stormwater Management Program.” A comprehensive program to manage the quality of stormwater discharged from the municipal separate storm sewer system.

(60) “Stormwater Pollution Prevention Plan (SWPPP)” A written site-specific plan required that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. It must be prepared and submitted before construction begins. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMPs) must be designed, installed, and maintained during land disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook

(61) “Stream.” A surface water that is not a wet weather conveyance. Includes lakes, wetlands, and other non-linear surface waters.

(62) “Temporary stabilization.” Achieved when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease. However, if future construction activity is planned, permit coverage continues.

(63) “Top of bank.” See ordinary high-water mark.

(64) “Total maximum daily load.” (TMDL) means the sum of the individual wasteload allocations for point sources and load allocations for nonpoint sources and natural background (40 CFR 130.2(l)). TMDL is a study that quantifies the amount of a pollutant in a stream, identifies the sources of the pollutant and recommends regulatory or other actions that may need to be taken in order for the stream to cease being polluted. TMDLs can also be described by the following equation: $TMDL = \text{sum of non-point sources (LA)} + \text{sum of point sources (WLA)} + \text{margin of safety}$

(65) “Water Quality Riparian Buffer.” A permanent strip of natural perennial vegetation adjacent to a stream, and river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purposed of a water quality riparian buffer is to maintain existing water quality by minimizing the risk of any potential sediments, nutrients, or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

(66) “Waters of the State or Waters.” Means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof, except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

(67) “Waters with Unavailable Parameters.” Any segment of surface waters that has been identified by the Division as failing to support one or more classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from

measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels specified in criteria. Resources to be using in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages, and the results of recent field surveys.

(68) "Watershed." All the land area that contributes runoff to a particular point along a waterway.

(69) "Wasteload Allocation (WLA)." The portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution (40 CFR §130.2(h)).

(70) "Wet Weather Conveyance." Man-made or natural watercourses, including natural watercourses that have been modified by channelization, that meet the following:

(a) The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.

(b) The conveyance's channels are at all times above the groundwater table.

(c) That flow carried by the conveyance is not suitable for drinking water supplies.

(d) Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months (Tennessee Rules, Chapter 0400-40-3-.04(3)).

14-603. Stormwater system design: construction and permanent stormwater management; performance standards. (1) Objectives. The objectives of this ordinance are:

(a) To protect human life and health.

(b) To minimize the need for rescue and relief efforts associated with flooding.

(c) To eliminate any non-allowable discharges to the City of La Vergne's Municipal Separate Storm Sewer System (MS4) that impact water quality.

(d) To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.

(e) To minimize prolonged business interruptions.

(f) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in flood plains.

(g) To ensure a functional public and private stormwater quantity and quality management system that will not result in excessive maintenance costs.

(h) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.

(i) To guide the construction of stormwater management facilities by developing comprehensive master plans to address stormwater quantity and

quality.

(j) To encourage preservation of floodplains, floodways, and open spaces to protect and benefit the community's quality of life and natural resources.

(k) To encourage community stewardship of the City of La Vergne's water resources and their impacts on the community character and quality of life.

(2) Applicability. This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance application, and grading applications. In the event of a discrepancy between the required calculations listed within this document and any similar requirements listed within another City of La Vergne documents (such as the Subdivision Regulation or the Zoning Ordinance), the required calculations listed herein shall prevail. The requirements in this section shall apply to any new development or redevelopment site that meets one or more of the following criteria:

(a) New development or redevelopment that involves land disturbance activity of one (1) acre or more;

(b) New development or redevelopment that involves land disturbance activity of less than one (1) acre but part of a common plan of development or sale that is one (1) acre or more;

(c) New development or redevelopment less than one acre of total land disturbance may also be required to obtain authorization under this ordinance if:

(i) the City Engineer has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;

(ii) the City Engineer has determined that the stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state; or

(iii) any new development or redevelopment, regardless of size, that is defined by the City Engineer to be a priority construction site.

(d) Other options:

(i) Change in elevation of property.

(ii) Any land disturbance that requires coverage under a TDEC CGP.

(iii) Any disturbance that requires coverage under a TDEC ARAP.

(3) General requirements. Stormwater at applicable development and redevelopment shall be managed in accordance with the requirements contained within this section.

(a) Any discharge of stormwater or other fluid to an improved sinkhole or other injection well, as defined, must be authorized by permit or rule as a Class V underground injection well under the provisions of Tennessee Department of Environment and Conservation (TDEC) Rules, Chapter 1200-4-6.

(b) Stormwater design or BMP manuals

(i) Adoption. The city adopts as its MS4 stormwater design and Best Management Practices (BMP) manuals for construction stormwater management and permanent stormwater management, the following publications, which are incorporated by reference in this ordinance as if

fully set out herein:

(A) Tennessee Erosion and Sediment Control Handbook; most current edition.

(B) Tennessee Permanent Stormwater Management and Design Guidance Manual; most current edition.

(C) Tennessee Guide to the Selection and Design of Stormwater Best Management Practices (BMPs)

(D) Metro Nashville Stormwater Management Manual Volume 5, Low Impact Development; most current edition.

(E) And/or a collection of city-approved BMP(s) and SCM(s).

(ii) The publications listed above include a list of acceptable BMPs and SCMs, including the specific design criteria and operation and maintenance requirements.

(4) Stormwater quality. To implement the objectives of this ordinance, the following general stormwater quality policy statements shall apply:

(a) There shall be no distinctly visible floating scum, oil, or other matter contained in the stormwater discharge.

(b) The stormwater discharge must not cause an objectionable color contrast in the receiving stream.

(c) The design storm for water quality treatment design shall be the 1-year, 24-hour design storm event.

(d) The water quality treatment volume (WQTV) is the portion of the runoff generated from impervious surfaces at a new development or redevelopment project from the design storm. SCMs must be designed, at a minimum to achieve an overall treatment efficiency of eighty percent (80%) TSS removal from the WQTV. The quantity of the WQTV that must be provided from a new development or redevelopment depends on the type of treatment provided, as established in the following table:

Water Quality Treatment Volume and the Corresponding SCM Treatment Type for the 1-year, 24-hour design storm		
SCM Treatment Type	WQTV	Notes
infiltration, evaporation, transpiration, and/or reuse	Runoff generated from the first 1 inch of the design storm	Examples include, but are not limited to bioretention, stormwater wetlands, and infiltration systems
Biologically active filtration, with an underdrain	Runoff generated from the first 1.25 inches of the design storm	To achieve biologically active filtration, SCMs must provide minimum of 12 inches of internal water storage.
Sand or gravel filtration, settling ponds, extended detention ponds, and	Runoff generated from the first 2.5 inches of the design storm or the first	Examples include, but are not limited to, sand filters, permeable

wet ponds	seventy-five percent (75%) of the design storm, whichever is less	pavers, and underground gravel detention systems. Ponds must provide forebays comprising a minimum of 10% of the total design volume. Existing regional detention ponds are not subject to the forebay requirement.
Hydrodynamic separation, baffle box settling, other manufactured treatment devices (MTDs), and treatment trains using MTDs	Maximum runoff generated from the entire design storm	flow-through MTDs must provide an overall treatment efficiency of at least 80% TSS reduction

(e) Treatment trains using MTDs shall use the following calculation:

$$R = A + B - (A \times B) / 100$$

Where:

R = total TSS percent removal from application of both SCMs

A = the TSS percent removal rate applicable to the first SCM

B = the TSS percent removal rate applicable to the second SCM

TSS removal rates for MTD must be evaluated using industry-wide standards

TSS removal rates for other SCMs must be from published reference literature

(f) Treatment trains using infiltration, evaporation, transpiration, reuse, or biologically active filtration followed by sand or gravel filtration, settling ponds, extended detention ponds or wet ponds may subtract the treated WQTV of the upstream SCMS from the WQTV of the downstream SCMs.

(g) SCMs must be designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development or redevelopment project.

(h) Calculations demonstrating compliance with this section must be submitted with the Concept Plan for subdivisions and planned developments. They must be submitted with the Site Plan for all other developments.

(i) Incentive standard: The following types of development or redevelopment shall receive a twenty percent (20%) reduction in the water quality treatment volume for any one of the following conditions:

(i) Redevelopment projects (including, but not limited to, brownfield redevelopment); and

- (ii) Vertical density (floor to area ratio of at least 2, or at least 18 units per acre)
- (5) Stormwater quantity. To implement the objectives of this ordinance, the following general stormwater quantity policy statements shall apply:
 - (a) New development shall meet a stormwater quantity level of service defined by:
 - (i) Designing road catch basins and connecting culverts to convey the 25-year, 24-hour design storm runoff.
 - (ii) Designing bridges, culverts, channels, and cross drains to pass the 25-year, 24-hour design storm runoff. Calculations shall also be provided for the 100-year, 24-hour design storm.
 - (iii) Stormwater infrastructure shall be designed in a way that:
 - (A) Critical service roads must maintain at least 8' clear with less than 1" of water at the deepest point within the 8' during the 25-year, 24-hour design storm and not be inundated by more than 3" of water over an 8' width during the 100-year, 24-hour design storm.
 - (B) Other new roads shall be designed to have no more than six inches (6") of road overtopping at the 25-year, 24-hour design storm event.
 - (b) Re-development activities will be required to follow stormwater quantity requirements.
 - (c) The following hydraulic calculations are required to be submitted:
 - (i) For Concept Plans:
 - (A) Detention methodology and sizing
 - (B) Outlet Control structure design calculations
 - (C) TR-55 method is the City standard, but other methods may be accepted with pre-approval from the City Engineer.
 - (D) Soil Type Analysis (including map)
 - (E) Curve Number Calculations (including map)
 - (F) Time of Concentration Calculations (including map)
 - (G) Pre-development (existing conditions), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (H) Post-development (proposed conditions WITHOUT detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms (including hydrographs)
 - (I) Post-development (proposed conditions WITH detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (J) Provide a table comparing the peak flow rates resulting from the above three hydrograph calculations
 - (ii) For Subdivision Construction Drawings:

- (A) Curb capacity calculations for the 25-year, 24-hour storm (TDOT methodology)
- (B) Curb inlet capacity calculations for the 25-year, 24-hour design storm including calculations showing bypass-flow (TDOT methodology)
- (C) Pipe capacity calculations for the 25-year, 24-hour design storm (whether pipe is inlet-, outlet-, or pipe-controlled must be clearly stated) (TDOT methodology)
- (D) Velocity calculations in all open channels and ditches (worst case slopes shall be used) which supports that the surface treatment proposed for the channel or ditch can handle the velocities (TDOT methodology)
- (iii) For Site Plans:
 - (A) Detention methodology and sizing
 - (B) Outlet control structure design calculations
 - (C) TR-55 method is the City standard but other methods may be accepted with pre-approval from the City Engineer
 - (D) Soil Type Analysis (including map)
 - (E) Curve Number Calculations (including map)
 - (F) Time of concentration calculations (including map)
 - (G) Pre-development (existing conditions), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (H) Post-development (proposed conditions WITHOUT detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms (including hydrographs)
 - (I) Post-development (proposed conditions WITH detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (J) Provide a table comparing the peak flow rates resulting from the above three hydrograph calculations
 - (K) Pipe capacity calculations for the 25-year, 24-hour design storm (whether pipe is inlet-, outlet- or pipe-controlled must be clearly stated) (TDOT methodology)
 - (L) Open channels and ditches must be sized to handle the 25-year, 24-hour storm
 - (M) Velocity calculations in all open channels and ditches (worst case slopes shall be used) which supports that the surface treatment proposed for the channel or ditch can handle the velocities (TDOT methodology)
- (d) No land disturbance activities, whether by private or public action, shall be performed in a manner that will negatively impact stormwater quantity whether by flow restrictions, increased runoff, or by diminishing channel or

floodplain storage capacity.

(e) All site designs shall control the post-development peak, flow rates of stormwater discharge associated with 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms to the pre-development peak flow rates. These practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.

(f) Hydrologic and hydraulic design calculations for the predevelopment and post-development conditions for the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms shall be provided to the City of La Vergne. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this ordinance.

(g) If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City of La Vergne may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

(h) To protect stream channels from degradation, specific channel protection criteria shall be provided.

(i) At the discretion of the City of La Vergne, stormwater discharges may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.

(j) Prior to or during the site design process, applicants for land disturbance permits shall consult with the City of La Vergne to determine if they are subject to additional stormwater design requirements.

(k) Bare soil channels and ditches will not be allowed unless the channel is excavated into rock up to 6 inches deeper than the 10-year, 24-hour design peak flow depth. In all channels or ditches, sod or seeding with erosion control mat will be the minimum requirement up to 6 inches deeper than the 10-year, 24-hour design peak flow depth. In the event that flow velocities for the 5-year, 24-hour design storm exceed 4.5 feet/second, a liner (e.g., riprap, bioengineered liner, or concrete) will be required.

(l) All pipe or control structure outlets where the headwater depth divided by the pipe diameter at the inlet is greater than 1.5 must have a riprap apron at the outlet. A concrete energy- dissipating headwall will not be sufficient on their own.

(m) Catch basins, curb inlets, stormwater junction boxes and other confined spaces into which city personnel may need to enter in the future for maintenance activities shall not be more than ten feet in depth from top of casting to invert out.

(n) For drainage easements which contain pipes or culverts, the width of the required drainage easement shall be based on the following table:

Depth of Pipe (Feet to bottom of outside of pipe)	Width of Easement
0 feet to 8 feet	20 feet

8.1 feet to 12 feet	28 feet
12.1 feet to 16 feet	36 feet
Deeper than 16.1 feet	50 feet

(o) For drainage easements which contain open channels, the minimum width of the required easement will be the width of flow in the channel calculated for the 100-year/24-hour storm.

14-604. Land disturbance permit. (1) General. The land disturbance permit (permit) is to be obtained by the owner(s) or owner(s) designee(s) for a development or redevelopment of over one (1) acre, or less than one (1) acre if part of a larger plan of common development or sale that comprises of at least one (1) acre of cumulative land disturbance. The land disturbance permit is designed to track all applicable land disturbance activities and ensure they are monitored for compliance for erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the city's TDEC NPDES MS4 general permit along with any applicable TDEC construction general permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

(2) Land disturbance permit application. (a) Application for a land disturbance permit shall require the following be submitted to the City Engineer for review and approval:

(i) The Notice of Intent (NOI) required by TDEC for coverage under the "Tennessee General Permit for Stormwater Discharges from Construction Activities."

(ii) The Notice of Coverage (NOC) proving coverage under the "Tennessee General Permit for Stormwater Discharges from Construction Activities."

(iii) Stormwater Pollution Prevention Plan (SWPPP)

(iv) Separate sheets, at a scale not to exceed one inch (1") equal to fifty feet (50'), for pre-construction, construction, and post-construction stormwater BMPs. For site disturbances less than or equal to five (5) acres, at least two (2) separate EPSC plan sheets shall be developed. At least two (2) stages shall be identified, with associated EPSC measures addressed. The plan stages shall be addressed separately in plan sheets, with each reflecting the conditions and EPSC measures necessary to manage stormwater runoff, erosion, and sediment during the initial land disturbance (initial grading) and the conditions and EPSC measures necessary to manage stormwater, erosion and sediment at final grading. For site disturbances more than five (5) acres at least three (3) separate EPSC sheets shall be developed. Three (3) stages shall be identified. The first plan sheet should reflect the conditions and EPSC measures necessary to manage stormwater runoff during the initial land disturbance (initial grading). The second plan sheet shall reflect the conditions the EPSC measures necessary to manage stormwater runoff from interim land disturbance activities. The third plan sheet shall reflect the conditions and

EPSC measures necessary to manage stormwater runoff erosion, and sediment at final grading.

(v) Name of applicant.

(vi) Business or residence address of applicant.

(vii) Name, address and telephone number of the owner of the property of record in the office of the assessor of property.

(viii) Address and legal description of subject property including the tax reference number and parcel number of the subject property.

(ix) Name, address, and telephone number of the contractor and any subcontractor(s) who shall perform the land disturbing activity and who shall implement the erosion prevention and sediment control plan.

(x) A statement indicating the nature, extent, and purpose of the land disturbing activities including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates for the land disturbing activity.

(xi) Construction sequencing including a statement that indicates only disturbance necessary to install the initial erosion and sediment control measures per the approved plans shall be completed prior to initial inspection by the city.

(xii) Where the property has drainage or modification of a sinkhole, the applicant shall obtain the appropriate permit(s) from the Tennessee Department of Environment and Conservation.

(xiii) The applicant shall obtain from any other state or federal agency any other appropriate environmental permits that pertain to the property. However, the inclusion of those permits in the application shall not foreclose the City of La Vergne from imposing additional development requirements and conditions, commensurate with this chapter on the development of the property covered by those permits.

(xiv) Additional information and calculations as deemed necessary by the City Engineer.

(3) Review and approval of land disturbance permit application. The City Engineer will review each application for a land disturbance permit to determine its conformance with the provisions of this chapter. No development plans will be released until the land disturbance permit has been approved. The City Engineer shall provide one (1) of the following responses in writing:

(a) Approval of the permit application;

(b) Pre-construction meeting needed prior to approval of the permit application;

(c) Approval of the permit application, subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance, and issue the permit subject to these conditions; or

(i) If the City Engineer has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by the City Engineer. However, the applicant shall be allowed to proceed with his land disturbing activity so long as it conforms to conditions established by the City Engineer.

(d) Denial of the permit application, indicating the reason(s) for the denial.

(4) Permit duration. Every land disturbance permit shall expire and become null and void if substantial work authorized by such permit has not commenced within one hundred eighty (180) calendar days of issuance or is not complete within eighteen (18) months from the date of the commencement of construction.

(5) Performance bonds. (a) The City of La Vergne shall require the submittal of a performance security or performance bond prior to issuance of a permit in order to ensure that the stormwater practices are installed by the permit holder as required by the approved stormwater management plan. The amount of the installation performance security or performance bond shall be the total estimated construction cost of the SCM(s) approved under the permit. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan. The applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment, or rejection by the City of La Vergne. Alternatively, the City of La Vergne shall have the right to estimate the cost of construction.

(b) The performance security or performance bond shall be released in full only upon submission of record drawings and written certification by a registered professional engineer licensed to practice in Tennessee that the SCM(s) has been installed in accordance with the approved plan and other applicable provisions of this chapter. The City Engineer or city inspector will make a final inspection of the SCM(s) to ensure that it is in compliance with the approved plan and the provisions of this chapter. Provisions for a partial pro-rata release of the performance security or performance bond based on the completion of various development stages can be made at the discretion of the City Engineer.

(6) Land disturbance permit fees. The land disturbance permit fees shall be as set forth in the fee schedule adopted with the annual budget.

(7) Inspection and enforcement. The requirements of this chapter shall be enforced by the City Engineer or his designee who shall inspect all the work, land disturbance or construction involved.

(a) If the designee finds any person, firm, or entity engaged in land disturbing activities without having obtained a required land disturbance permit, he shall issue a stop order. In addition, if anyone is found conducting or to have conducted land disturbing activities in violation of this chapter or any approved plan, the city inspector may require compliance or refuse to approve further work and/or issue a stop work order pending a hearing before the Stormwater Appeals and Advisory Board.

(b) If the City Engineer or his designee determines that significant erosion or related problems are occurring on a graded site despite approved protective practices, he shall require the permit holder to take additional corrective actions to protect the adversely affected area. The specifications of the additional measures shall be part of the amended erosion prevention and sediment control plan.

(c) If it is determined that the permit holder has failed to comply with

the approved plan, the city inspector shall immediately serve upon the owner, developer, or contractor, a correction notice setting forth the measures needed to come into compliance and specifying a time for such compliance. Failure to comply within the time specified shall subject permittee to revocation of the permit, and he shall be deemed in violation of the chapter requirements and subject to the penalties provided therein.

(d) Stormwater discharges coming from a permitted site with an objectionable color contrast to receiving waters are also in violation of this Chapter of the municipal code.

(8) General criteria. The following general criteria are minimum requirement for controlling erosion and sedimentation from land-disturbing activities and should be satisfied in each approved erosion prevention and sediment control plan. No permit issued using the general criteria is intended to restrict the use of other innovative practices or modifications to the specified practices if such practices are thoroughly described and detailed and approved given as part of a supplement to the approved plan prior to installation.

(a) The design, inspection, and maintenance of BMPs as described in the Stormwater Pollution Prevention Plan (SWPPP) must be prepared in accordance with good engineering practices and at a minimum, shall be consistent with the requirements and recommendations contained in the current edition of the Tennessee Erosion and Sediment Control Handbook. In addition, all control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications (where applicable). All control measures selected must be able to slow runoff so that rill and gully formation is prevented.

(b) The construction phase erosion prevention and sediment controls shall be designed to eliminate (or minimize if complete elimination is not possible) the dislodging and suspension of soil in water. Sediment controls shall be designed to retain mobilized sediment on site to the maximum extent practicable.

(c) Construction site operators must control wastes such as discarded building materials, concrete truck washouts, chemicals, litter, and sanitary waste at the construction site to avoid adverse impacts to water quality.

(d) Establishment of permanent vegetation. A permanent vegetative cover shall be established on disturbed areas not otherwise permanently stabilized. The City may use the developer's performance bond to install appropriate vegetation.

(e) Protection of adjacent properties. Properties adjacent to the site of the land disturbance shall be protected from sediment deposition. This may be accomplished by preserving a well vegetated buffer strip around the lower perimeter of the land disturbance, by installing perimeter controls such as sediment barriers, filters, sediment traps, or sediment basins, or by a combination of such measures. Vegetated buffer strips may not be used alone.

(f) Cut and fill slopes. Cut and fill slopes must be designed and constructed in a manner which will minimize erosion. Consideration must be given to the length and steepness of the slope, the soil type, upslope drainage area, groundwater conditions, and other applicable factors. Slopes which are found to

be eroding excessively within one (1) year of the construction completion must be provided with additional slope stabilizing measures until the problem is corrected. The following guidelines are provided to aid site planners and plan reviewer in developing an adequate design.

- (i) Topsoil for the area should be stockpiled and then used for replacement on the graded area.
- (ii) Roughened soil surfaces are generally preferred to smooth surface slopes.
- (iii) Diversions should be constructed at the top of long steep slopes which have significant drainage areas above the slope. Diversions or terraces may also be used to reduce the slope length.
- (iv) Concentrated stormwater should not be allowed to flow down or out of fill slopes unless contained within an adequate temporary or permanent channel, flume, or slope drain structure.
- (v) Wherever a slope face crosses a water seepage plane which endangers the stability of the slope, adequate drainage or other protection should be provided.
- (g) Protection of stormwater inlets. All stormwater inlets which are made operable during construction shall be protected.
- (h) Work in stream channel. A permit must be obtained from TDEC for work in a stream. Work must be conducted in accordance with permit requirements.
- (i) Underground utility construction. The construction of underground utility lines shall be subject to the following criteria:
 - (i) No more than five hundred feet (500') of open trench shall be allowed at one time.
 - (ii) Where consistent with safety and space considerations, excavated materials are to be placed on the uphill side of trenches.
 - (iii) Trench dewatering devices shall discharge in a manner which will not adversely affect flowing streams, drainage systems, or offsite properties.
- (j) Construction access routes. Off-site vehicle tracking of sediments and the generation of dust shall be minimized. A stabilized construction access (a point of entrance/exit to a construction site) shall be described and implemented to reduce the tracking of mud and dirt onto roads by construction vehicles. Where sediment is transported onto a public or private road surface, the roads, shall be cleaned thoroughly at the end of each day or more often if deemed necessary. Sediment shall be removed from the roads by shoveling or sweeping and be transported to a sediment-controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.
- (k) Disposition of temporary measures. All temporary erosion prevention and sediment control measures shall be disposed of within thirty (30) days after permanent site stabilization is achieved or after the temporary measures are no longer needed, unless otherwise authorized by the City Engineer or his designee. Trapped sediment and other disturbed soil areas resulting from the disposition of temporary measures shall be permanently

stabilized to prevent further erosion and sedimentation.

(l) Maintenance. All temporary and permanent erosion prevention and sediment control measures shall be maintained and repaired as needed by the property owner or contractor to ensure continued performance of their intended function, as determined by the City Engineer or his designee.

(m) Off-site sediment. If sediment escapes the permitted area, off-site accumulations of sediment that have not reached a stream must be removed at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment that has escaped the construction site and has collected in a street must be removed so that it is not subsequently washed into storm drains and streams by the next rain and/or so that it does not pose a safety hazard to users of public streets). A land disturbance permit does not authorize access to private property. Arrangements concerning the removal of sediment on adjoining property must be settled by the permittee with the adjoining landowner.

(n) Sediment removal. Sediment should be removed from sediment traps, silt fences, sediment basins, and other sediment controls as recommended in the Tennessee Erosion and Sediment Control Handbook and must be removed when design capacity has been reduced by fifty percent (50%).

(o) Removal of vegetation. Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed more than fourteen (14) days prior to grading or earth moving unless the area is seeded and/or mulched or temporary cover is installed.

(p) Clearing and grubbing must be held to the minimum necessary for grading and equipment operation. Existing vegetation at the site should be preserved to the maximum extent practicable.

(q) Erosion prevention and sediment control measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday but must be replaced at the end of the workday.

(r) Temporary stabilization. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site must be completed no later than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased (seven (7) days for slopes of thirty-five percent (35%) or steeper). In the following situations temporary stabilization measures are not required:

(i) Where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

(ii) Where construction activity on a portion of the site is temporary ceased and earth disturbing activities will be resumed within fourteen (14) days or seven (7) days for slopes of thirty-five percent (35%) or steeper.

(s) Design of erosion and sediment control measures. Erosion

prevention and sediment control measures shall be designed to minimize erosion and maximize sediment removal resulting from a 2-year, 24-hour design storm, as a minimum. When clay and other fine particles are present at the construction site, chemical treatment may be used to minimize the amount of sediment being discharged. For construction sites discharging into a water with unavailable parameters due to siltation/sedimentation or Exceptional Tennessee Waters shall be designed to minimize erosion and maximized sediment removal resulting from a 5-year, 24-hour design storm.

(t) Sediment basins. For an on-site outfall which receives drainage from ten (10) or more acres, a sediment basin that will provide treatment for a calculated volume of runoff from a 2-year, 24-hour design storm and runoff from each acre drainage or equivalent control measures as specified in the Tennessee Erosion and Sediment Control Handbook, shall be provided until final stabilization of the site. For construction sites discharging into a water with unavailable parameters due to siltation/sedimentation or Exceptional Tennessee Waters, a sediment basin shall be provided for drainage areas of five (5) acres or more acres that will provide treatment for a calculated volume of runoff from a 5-year, 24-hour design storm and runoff from each acre drainage or equivalent measures as specified in the Tennessee Erosion and Sediment Control Handbook. The design drainage area includes both disturbed and undisturbed portions of the site or areas adjacent to the site, all draining through a common outfall.

(u) Sediment traps. For construction sites discharging into a water with unavailable parameters due to siltation/sedimentation or Exceptional Tennessee Waters, a sediment trap shall be provided for drainage areas of 3.5 to 4.9 acres that will provide treatment for a calculated volume of runoff from a 5-year, 24-hour design storm and runoff from each acre drainage or equivalent measures as specified in the Tennessee Erosion and Sediment Control Handbook.

(v) Dewatering. Muddy water to be pumped from excavation and work areas must be held in settling basins or filtered or chemically treated prior to its discharge into surface waters. Water must be discharged through a pipe, well-grassed or lined channel or other equivalent means so that the discharge does not cause erosion and sedimentation. Discharged water must not cause an objectionable color contrast with the receiving stream.

14-605. Permanent stormwater management: operation, maintenance, and inspection. (1) Record drawings. All applicants are required to submit record drawings for any stormwater management structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee.

(2) Landscaping and stabilization requirements. (a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall stabilize. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project must be completed not later than

fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

(i) Where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

(ii) Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within fourteen (14) days.

(b) Permanent stabilization means that all soil disturbing activities at the site have been completed and one of three following criteria is met:

(i) A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion.

(ii) Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets, or reno mattresses have been employed.

(iii) For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.

(c) In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.

(3) Stormwater system long-term operation and maintenance. (a) The maintenance responsibilities for all permanent stormwater runoff control facilities shall be the responsibility of the owner.

(b) An engineer shall provide a stormwater infrastructure long-term operation and maintenance plan with an opinion of probable costs and schedule, subject to approval by the City Engineer for all permanent stormwater structures. The long-term operation and maintenance plan shall be in writing, shall be in recordable form, and shall, in addition to any other terms deemed necessary by the City Engineer, contain a provision permitting inspection at any reasonable time by the City Engineer or his designee of the facilities deemed critical to the public welfare and be recorded with the County registrar.

(c) The long-term maintenance plan and agreement will be submitted to the City Engineer during the plans review process.

(d) For a subdivision, the long-term maintenance agreement shall be submitted to the County registrar and recorded by the Developer prior to the

recording of the Final Plat.

(e) For a Site Plan, the long-term maintenance agreement shall be submitted to the County registrar and recorded prior to the issuance of a Certificate of Occupancy.

(f) The City of La Vergne will have the authority to maintain facilities not properly maintained and to recover costs associated with the maintenance from the owner.

(g) Upon approval of the stormwater management facilities by the City Engineer, the facility owner shall demonstrate the ability to garner and apply the financial resources necessary for long-term maintenance requirements. The funding mechanism shall be in a form approved by the City of La Vergne. The city will only approve funding mechanism(s) for long-term maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.

(h) If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this ordinance, the City of La Vergne, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the City of La Vergne shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have ten (10) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City of La Vergne may take necessary corrective action. The cost of any action by the City of La Vergne under this section shall be charged to the responsible party.

(4) Water Quality Riparian Buffers. The goal of the water quality riparian buffer is to preserve undisturbed vegetation that is native to the streamside habitat in the area of the project. Vegetated, preferably native, water quality riparian buffers protect water bodies by providing structural integrity and canopy cover, as well as stormwater infiltration, filtration, and evapotranspiration.

(a) A permanent and construction water quality riparian buffer zone (setback measured from the top of bank) shall be required along all streams as defined in this ordinance, for new development and redevelopment projects as outlined below:

(i) The water quality riparian buffer shall be defined as the area contained within a boundary established sixty feet (60') measured perpendicular from the top of bank; around the perimeter of a stream, pond or lake measured perpendicular to the contour at which normal pool is located around; and around the perimeter of a wetland.

(ii) Stormwater discharges should enter the water quality riparian buffer as sheet flow, not as concentrated flow, where site conditions allow.

(iii) Activities allowed between 30' to 60' from the top of bank:

A. For waterways that are NOT identified by the State of

Tennessee either as having unavailable parameters for siltation/ sedimentation or as being an Exceptional Tennessee Water:

1) Public greenways, biking trails, and walking trails;

2) Private walking and biking trails can also be approved by the City Engineer upon review of a study demonstrating the vegetation protection methods to be used for the trails, the hydraulic measures required to pass water through the trail without violating any requirements of this ordinance, the long-term maintenance plan for the trail, and demonstrating the value to the community of the path. The ability to tie a path to the present or planned public greenway system will be considered as a significant criteria for approval;

3) Infiltration-based SCMs such as infiltration trenches and biofiltration basins may be allowed on a case-by-case basis if approved in writing by the City Engineer. This can only be approved if such SCMs improve the biodiversity or aesthetic appearance of the buffer areas. Economics or constructability of a development cannot be used as criteria for allowing an SCM to be placed in the buffer;

4) Road and utilities crossings. Private drives and private utility crossings may also be approved by the City Engineer upon review of a complete submittal demonstrating that there is no feasible alternate route;

5) Linear utilities; and

6) The City Engineer may determine that other limited uses are in the best interest of the overall water quality of the City of La Vergne.

7) Economics or constructability of a development cannot be used as a criteria for allowing such a use to be placed in the buffer.

B. In the event that a stream IS identified by the State of Tennessee either as having unavailable parameters for siltation/ sedimentation or as being an Exceptional Tennessee Water, the activities listed above are permitted no closer than 30 feet from the top of bank. However, there must be an average of sixty feet (60') of water quality riparian buffer through the development. The riparian buffer must be measured to the interior edge of the activity listed above. If the construction encompasses both sides of a stream, buffer averaging can be applied to both sides, but each side must average the sixty feet (60') criterion independently.

(iv) Water quality riparian buffers shall be protected during development activities. The water quality riparian buffers shall be clearly marked during construction activities.

(v) Water quality riparian buffers shall be recorded on the plat.

Site development plans and plats prepared for recording shall:

(A) Define the boundaries of the water quality riparian buffer on the subject property.

(B) Provide a note stating: "There shall be no clearing, grading, construction, or disturbance of vegetation in the water quality riparian buffer except as permitted by the City of La Vergne."

(C) In the event that a protective covenant is required, a note must be provided to reference any protective covenants governing water quality riparian buffers stating: "Water quality riparian buffers shown hereon are subject to protective covenants which may be found in the county records, and which restrict disturbance and use of these areas."

(5) Sinkhole/Injection Well Policy. (a) A TDEC injection well permit is required for any use or modification of a /injection well.

(b) Drainage calculations shall be submitted for any development in or around sinkholes.

(c) Post-developed flows and volume shall not exceed pre-developed flow and volumes entering into a sinkhole for a development or redevelopment.

(d) Any "capping" of a sinkhole shall be done under the direction and approval of the City Engineering Department. Drainage formerly entering the capped sinkhole shall be accounted by providing stormwater calculations showing equal conveyance capacity by an alternative outfall.

(e) Any alternative stormwater management measure requested in lieu of the sinkhole/injection well policy requirements shall be presented to the La Vergne Stormwater Appeals Board.

14-606. Existing locations and ongoing developments. (1) Requirements for existing locations and developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred previous to the enactment of this ordinance:

(a) Denuded areas shall be vegetated or covered using guidelines specified in the manuals adopted in this chapter and on a schedule acceptable to the City Engineer.

(b) Trash, junk, rubbish, etc. shall be cleared from streams, ditches, and other stormwater conveyances.

(c) Stormwater runoff shall be controlled to the extent reasonable to prevent pollution of local waters. Such control measures may include, but are not limited to, the following:

- (i) Ponds;
- (ii) Constructed wetlands;
- (iii) Infiltration systems;
- (iv) Filtering systems;
- (v) Open channel.

(2) Requirements for existing problem locations. Based upon the regulations in place at the time SCMs were constructed, the City Engineer shall in writing notify the

owners of existing locations and developments of specific drainage, erosion or sediment problem affecting such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance.

(3) Inspection of existing facilities. The City of La Vergne may, to the extent authorized by state and federal law, establish inspection programs to verify that all stormwater management facilities, including those built before the adoption of this ordinance, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.

14-607. Inspections. Inspections shall be performed to ensure that vegetation, erosion and sediment control measures and other protective measures identified in the site plan are kept in good and effective operating condition.

(1) Inspections by the owner or responsible party.

(a) Inspections as required by the CGP.

(b) Submission of inspection documentation upon request by the City Engineer.

(c) Construction stormwater management BMPs must be inspected and certified that the BMPs are in accordance with the approved plans, prior to granting building permit on sites requiring a land disturbance permit.

(d) Post-construction SCMs must be inspected and certified that the SCMs are in accordance with the approved plans prior to release of surety.

(e) Routine inspections of all SCMs built after the adoption of this ordinance shall be conducted on an annual basis at a minimum by the responsible party. These inspections shall be conducted by a person familiar with the control measures implemented on site. Owners or operators shall maintain documentation of these inspections and submit annually to the City Engineer.

(f) Comprehensive inspection of all stormwater management facilities and practices built or implemented after the adoption of this ordinance shall be conducted once every five (5) years at a minimum by the responsible party. Such inspections must be conducted by either a professional engineer or landscape architect, licensed in the State of Tennessee and submitted to the City Engineer. Complete inspection reports for these five (5) year inspections shall include:

- (i) Facility type,
- (ii) Inspection date,
- (iii) Latitude and longitude and nearest street address,
- (iv) SCM owner information (e.g. name, address, phone number, and email)
- (v) A description of current SCM conditions including, but not

limited to: green infrastructure practices, grassy areas, forested areas, buffer areas, growing vegetation and soil properties; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,

(vi) Photographic documentation of SCMs, and

(vii) Specific maintenance items or violations that need to be corrected by the SCM owner along with deadlines and reinspection dates.

(2) City of La Vergne inspections. City inspections may include, but are not limited to, the following:

(a) An initial erosion prevention and sediment control inspection to verify initial BMP measures have been installed per the approved plan set prior to grading activities;

(b) A bury inspection prior to burial of any underground drainage structure that is intended to be submitted by the Developer for acceptance from the City;

(c) Erosion prevention and sediment control inspections as necessary to ensure effective control of erosion and sedimentation;

(d) A final inspection to verify work has been completed and create punch list of tasks to be completed prior to final inspection;

(e) An acceptance inspection when all work, including installation of SCMs, has been completed; and

(f) Periodic inspections to ensure SCMs are being maintained.

14-608. Illicit discharges. (1) Prohibition of illicit discharges. (a) Pursuant to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) program administered by the TDEC illicit discharges to the MS4 are being defined as illegal. This is accomplished by identifying allowable non-stormwater discharges into the MS4 in the best interest of the City of La Vergne, Tennessee.

(b) Non-stormwater discharge means any discharge to the municipal separate storm sewer system except as permitted by subsection (2).

(c) Except as hereinafter provided, all non-stormwater discharges into the municipal separate storm sewer system are prohibited and declared to be unlawful.

(2) Allowable stormwater discharges. (a) Unless the City of La Vergne, TDEC, EPA or other regulatory agency has identified them as a source of pollutants to the "Waters of the State of Tennessee," the following non-stormwater discharges into the MS4 are lawful:

(i) Water line flushing or other potable water sources;

(ii) Landscape irrigation or lawn watering with potable water;

(iii) Diverted stream flows;

(iv) Rising ground water;

(v) Groundwater infiltration to storm drains;

(vi) Pumped groundwater;

(vii) Foundation or footing drains;

(viii) Crawl space pumps;

- (ix) Air conditioning condensation;
- (x) Springs;
- (xi) Non-commercial washing of vehicles;
- (xii) Natural riparian habitat or wet-land flows;
- (xiii) Swimming pools (if dechlorinated – typically less than one (1) PPM chlorine);
- (xiv) Firefighting activities;
- (xv) Any other uncontaminated water source;
- (xvi) Discharges specified in writing by the City of La Vergne as being necessary to protect public health and safety; and
- (xvii) Dye testing as an allowable discharge if the City of La Vergne has so specified in writing.

(b) Discharges authorized by the CGP, which comply with section 1.2.3 of the same:

- (i) Dewatering of collected stormwater and groundwater discharged in accordance with Section 4.1.3 of the CGP (filtering or chemical treatment may be necessary prior to discharge);
- (ii) Waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
- (iii) Water used to control dust in accordance with CGP section 5.5.3.7;
- (iv) Potable water sources, including waterline flushings, from which chlorine has been removed to the maximum extent practicable;
- (v) Routine external building washdown that does not use detergents or other chemicals;
- (vi) Uncontaminated, non-turbid groundwater or spring water;
- (vii) Foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents heavy metals, etc.);
- (viii) Fire hydrant flushings; and
- (ix) Pavement wash waters, provided spills or leaks or other toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used.

(3) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(4) Reduction of stormwater pollutants by the use of stormwater control measures. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, will be required to implement, at the person's expense, the SCMs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

Discharges from existing SCMs that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.

(5) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City Engineer or his designee in person, email, or by telephone no later than the next business day. Notifications in person, email or by telephone shall be confirmed by written notice addressed and emailed, mailed, or faxed to the City Engineer or his designee within three (3) business days of the notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(6) No illegal dumping allowed. No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

(7) Priority areas. The City Engineer is authorized to regulate priority areas. Upon written notification by the City Engineer, the property owner or designated facility manager of a priority area shall, at their expense, implement necessary controls and/or best management practices to prevent discharge of contaminated stormwater to municipal separate storm sewer system. The City Engineer may require the facility to maintain inspection logs or other records to document compliance with this paragraph.

14-609. Enforcement. (1) Enforcement authority. The City Engineer or his designee shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this section guided by the Enforcement Response Plan (ERP).

(2) Notification of violation. (a) Written notice. Whenever the City Engineer or other appropriate city official finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the City Engineer or his designee may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the City Engineer. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

(b) Consent orders. The City of La Vergne is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents

establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to subsections (d) and (e) below.

(c) Show cause meeting. Any person who has been notified under item (a) above may request a show cause meeting. This request must be made in writing to the City Engineer and include reasoning why enforcement action should not be taken. The City Engineer will serve notice specifying the time and place for the meeting. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.

(d) Compliance order. When the City Engineer or his designee finds that any person has violated or continues to violate this ordinance or a permit or order issued hereunder, the City Engineer or his designee may issue an order to the violator directing that, following a specific time period, adequate structures, devices, be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

(e) Cease and desist orders. When the City Engineer or his designee finds that any person has violated or continues to violate this ordinance or any permit or order issued hereunder, the City Engineer or his designee may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

- (i) Comply forthwith; or
- (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.
- (iii) Conflicting standards. Whenever there is a conflict between any standard contained in this ordinance and in the BMP manual adopted by the City of La Vergne under this ordinance, the strictest standard shall prevail.

14-610. Penalties. (1) Violations. Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City of La Vergne, shall be guilty of a civil offense.

(2) Penalties. Under the authority provided in Tennessee Code Annotated, § 68-221-1106, the City of La Vergne declares that any person violating the provisions of this ordinance may be assessed a civil penalty by the City of La Vergne of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

(3) Measuring civil penalties. In assessing a civil penalty, the City of La Vergne may consider:

- (a) The harm done to the public health or the environment;
- (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
- (c) The economic benefit gained by the violator;
- (d) The amount of effort put forth by the violator to remedy this violation;
- (e) Any unusual or extraordinary enforcement costs incurred by the City of La Vergne;
- (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
- (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

(4) Recovery of damages and costs. In addition to the civil penalty in § 14-610(2), the City of La Vergne may recover:

- (a) All damages proximately caused by the violator to the City of La Vergne, which may include but not be limited to any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this ordinance, or any other actual damages caused by the violation including attorney's fees.
- (b) The costs of the City of La Vergne's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this ordinance.

(5) Other remedies. The City of La Vergne may bring legal action to enjoin the continuing violation of this ordinance, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

(6) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

(7) False reports. False reporting of stormwater issues to the City of La Vergne is a violation. In the event that three false reports (whether in the same location or varied locations) are made to the city by or on behalf of the same individual, that individual will be subject to a \$500 fine. For each false report after the third, the fine will be \$500 per additional false report. A report will be determined to be false if a field inspection is made by the City of La Vergne officials and the report is found to be either non-existent or exaggerated.

14-611. Appeals. Pursuant to Tennessee Code Annotated, § 68-221- 1106(d), any person aggrieved by the imposition of a civil penalty, decision or damage assessment as provided by this ordinance may appeal said penalty, decision or damage assessment to the City of La Vergne's Stormwater appeals and advisory board.

(1) Appeals to be in writing. The appeal shall be in writing and filed with the City of La Vergne clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.

(2) Public hearing. Upon receipt of an appeal, the City of La Vergne's

Stormwater Administrative Board shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the City of La Vergne's Stormwater Administrative Board shall be final.

(3) Appealing decisions of the City of La Vergne. Any alleged violator may appeal a decision of the City of La Vergne's Stormwater Administrative Board pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

14-612. Severability. Should any article, section, subsection or provision of this Comprehensive Stormwater Management Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section, clause and provision being declared severable. If any provisions of this ordinance and any other provisions of law impose overlapping or contradictory regulations or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

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

SECTION V. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

Revised Stormwater Management Ordinance

REVISION OF MUNICIPAL CODE, TITLE 14,
CHAPTER 6

REMOVAL OF MUNICIPAL CODE, TITLE
14, CHAPTER 3



REMOVAL OF MUNICIPAL CODE, TITLE 14, CHAPTER 3

- Chapter 3 'grading, soil erosion, and sediment control' and chapter 6 'stormwater management ordinance' are redundant and frequently disagree.
- Chapter 3 will be removed in its entirety and chapter 6 will include all requirements for both.



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-602 (11)

'Critical service road' definition has been added as follows:

Any road or street which serves as a primary egress route for 150 or more residential units, 150,000 SF or more of office building space, 40,000 SF or more of retail building space, or 300,000 SF or more of industrial building space. Or any combination of the above which adds up to 1500 trips per day (TPD) calculated as follows: 10 TPD per residential unit; 10 TPD per 1,000 SF office space; 38 TPD per 1,000 SF retail space; and 5 TPD per 1,000 SF industrial space.

This is important because critical service roads must maintain at least 8' clear with less than 1" of water at the deepest point within the 8' during the 25-year, 24-hour design storm and not be inundated by more than 3" of water over an 8' width during the 100-year, 24-hour design storm.

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-603 (4)(D)

The following table was added in the water quality design section

Water Quality Treatment Volume and the Corresponding SCM Treatment Type for the 1-year, 24-hour design storm		
SCM Treatment Type	WQTV	Notes
infiltration, evaporation, transpiration, and/or reuse	Runoff generated from the first 1 inch of the design storm	Examples include, but are not limited to bioretention, stormwater wetlands, and infiltration systems
Biologically active filtration, with an underdrain	Runoff generated from the first 1.25 inches of the design storm	To achieve biologically active filtration, SCMs must provide minimum of 12 inches of internal water storage.
Sand or gravel filtration, settling ponds, extended detention ponds, and wet ponds	Runoff generated from the first 2.5 inches of the design storm or the first seventy-five percent (75%) of the design storm, whichever is less	Examples include, but are not limited to, sand filters, permeable pavers, and underground gravel detention systems. Ponds must provide forebays comprising a minimum of 10% of the total design volume. Existing regional detention ponds are not subject to the forebay requirement.
Hydrodynamic separation, baffle box settling, other <u>manufactured</u> treatment devices (MTDs), and treatment trains using MTDs	Maximum runoff generated from the entire design storm	flow-through MTDs must provide an overall treatment efficiency of at least 80% TSS reduction

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-603 (5)(A)

The design storm for sizing all culverts, pipes and channels is changed from the 10-year storm to the 25-year storm matching surrounding cities and towns



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-602 (11)

Critical service roads must maintain at least 8' clear with less than 1" of water at the deepest point within the 8' during the 25-year, 24-hour design storm and not be inundated by more than 3" of water over an 8' width during the 100-year, 24-hour design storm.

Other new roads shall be designed to have no more than six inches (6") of road overtopping at the 25-year, 24-hour design storm event.

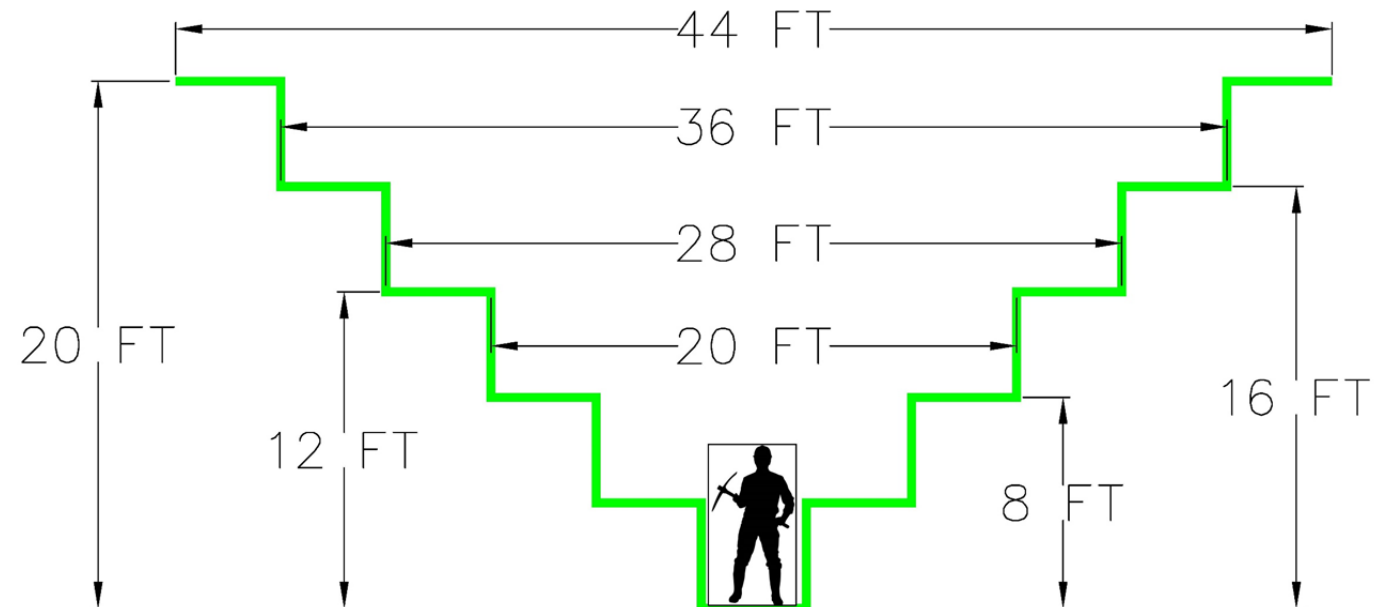
CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14- 603 (5)(C)

More detailed requirements have been provided for engineers regarding the minimum design calculations required to be submitted

- (ii) For Subdivision Construction Drawings:
 - (A) Curb capacity calculations for the 25-year, 24-hour storm (TDOT methodology)
 - (B) Curb inlet capacity calculations for the 25-year, 24-hour design storm including calculations showing bypass-flow (TDOT methodology)
 - (C) Pipe capacity calculations for the 25-year, 24-hour design storm (whether pipe is inlet-, outlet-, or pipe-controlled must be clearly stated) (TDOT methodology)
 - (D) Velocity calculations in all open channels and ditches (worst case slopes shall be used) which supports that the surface treatment proposed for the channel or ditch can handle the velocities (TDOT methodology)

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14- 603 (5)(N)

- For City employee safety, drainage easement width varies with depth of pipe



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-605 (3)

All developments with permanent Stormwater Control Measures (SCMs) will be required to:

1. Submit a long-term maintenance plan and maintenance agreement during the plans review process
2. Submit the city approved maintenance agreement to the County Registrar to be recorded

***THIS IS FOR DEVELOPMENTS
APPROVED AFTER THE ADOPTION
OF THIS ORDINANCE**



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-607 (1)

All developments with permanent Stormwater Control Measures (SCMs) will also be required to:

1. Conduct annual inspections of the SCMs in perpetuity
2. Submit annual inspection reports in perpetuity
3. Hire a registered construction professional (Engineer or Landscape Architect) to conduct a Comprehensive evaluation of the SCM's every five years

***THIS IS FOR DEVELOPMENTS APPROVED
AFTER THE ADOPTION OF THIS
ORDINANCE**

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-605 (4): WATER QUALITY RIPARIAN BUFFERS

The following activities are permitted within 30' to 60' from the top of bank:

- Public greenways, biking trails, and walking trails
- Private walking and biking trails can also be approved by the City Engineer upon review
- Infiltration based SCMs such as infiltration trenches and biofiltration basins on a case-by-case basis
- Road and utility crossings
- Linear utilities
- The City Engineer may determine that other limited uses are in the best interest of the overall water quality of the City of La Vergne

*ECONOMICS OR CONSTRUCTABILITY OF A DEVELOPMENT CANNOT BE USED AS CRITERIA FOR ALLOWING SUCH USE TO BE PLACED IN THE BUFFER

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-605 (4): WATER QUALITY RIPARIAN BUFFERS

If a stream is identified by the State of Tennessee as having unavailable parameters for siltation/sedimentation or as being an Exceptional Tennessee Water, the activities listed above are permitted no closer than 30' from the top of bank.

Additionally, there must be an average of sixty feet (60') of water quality riparian buffer through the development.

The riparian buffer must be measured to the interior edge of the activity listed above.





CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-608 (4)

- Any person responsible for a property or premises, which is, or may be, the source of illicit discharge, will be required to implement, at the persons expense, the SCMs necessary to prevent the further discharge of pollutants to the municipal storm sewer system
- Discharges from existing SCMs that have not been maintained and/or inspected in accordance with this ordinance (or the requirements at the time the Stormwater Control Measure (SCM) was constructed) shall be regarded as illicit



THANK YOU!



QUESTIONS?



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: State Contract Purchase - Tires for City Vehicles.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. State Contract

Summary:

This item will authorize the city to purchase tires for all city vehicles using the State of Tennessee contract.

Background Information:

This will allow the city to purchase tires on the Tennessee State Contract #221. This state contract is only good through March 31, 2024, so we will need to see if the state extends the contract or awards the bid to another vendor. Tire World currently holds this contract, so this is a local vendor.

Financial Summary:

The city regularly spends over \$25,000 each year for tires. They are a budgeted item for each department in the Fleet Maintenance department budget.

Staff Recommendation:

Staff recommends approval.



Contract Detail

Contract Pricing Extended to Local Governments and State Agencies

Contract ID: 000000000000000000063095

SWC 221 Tires

Buyer Name: Neely, Michael

Buyer Email: michael.t.neely@tn.gov

Supplier: Tire World Southeastern Inc

Telephone 615-741-1035

Contract Begin Date 06/15/2019

Contract End Date 03/31/2024

Contract Line Detail

[Find](#) | [View 3](#) | First **1-7 of 7** Last

Line	Item ID	Item Description	Category ID	UNSPSC Code	Unit of Measure	Base Price
1		Bridgestone/Firestone - Industrial 23% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21342	25172504	EA	
2		Bridgestone/Firestone - Police Pursuit, 57% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21342	25172504	EA	
3		Bridgestone/Firestone - Light Truck , 37% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21342	25172504	EA	
4		Bridgestone/Firestone - Passenger, 41% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21342	25172504	EA	
5		Bridgestone - Medium Truck, 46% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21342	25172504	EA	
6		Bridgestone/Firestone - OTR (Radial/Bias), 37% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21341	25172503	EA	
7		Bridgestone/Firestone - Farm and Agricultural, 23% discount from Government Price Catalog. Please refer the Government Price Catalog for product pricing	21341	25172503	EA	

Close this window to return to the Contract Search Page



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title:	State Contract Purchase - Bulk De-Icing Road Salt.
Department:	Streets
Presented By:	Michael Dietz
Item Attachments:	1. 2023 Salt Contract 2. 2023 Salt Contract - City Attorney Requested Changes

Summary:

This item authorizes the city to purchase road salt using the State Contract with Compass Minerals.

Background Information:

Each year, the city purchases road salt to be used on our streets in case of ice and snow. For several years, we have purchased salt from Compass Minerals. The normal amount that we plan to purchase is 250 tons. We obviously don't know how bad the weather may be, but their contract requires that we purchase one half of the total amount, so we know that we will be purchasing a minimum of 125 tons.

In reviewing the contract, there were certain terms that our city attorney, Evan Cope, could not recommend. We asked Compass Minerals to make the changes, but they are not willing to do so. It now becomes a decision for the board to make. We know we will need road salt and this is the lowest cost that is available to the city.

Financial Summary:

The minimum purchase amount would be \$12,295. If the city purchases the full amount, the cost would be \$24,590. The purchase of road salt is budgeted in our State Street Aid Fund Budget.

Staff Recommendation:

Staff, with the exception of the city attorney, recommends approval.

**Sold-To ("Buyer"):**

Doug Oakley
City of Lavergne
5093 Murfreesboro Rd
Lavergne, TN 37086

Date: August 16, 2023
Document: 200758
Tel: 615-892-0122
Fax: (615) 793-3777
Email: doakley@lavernetn.gov
Customer #: H726407
Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
250	City of Lavergne 148 International Blvd. Lavergne, TN 37086 Destination #: H726408 Delivery Lead Time: 7 days	98.36 Deliver w/o/Equipment	Depot: Clarksville Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 66 Miles

- ~Subject to prior sale
- ~Minimums will be enforced
- ~An active order must be placed a minimum of one day in advance of pick-up loads

Buyer commits to purchasing 50% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 50% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2024

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2024, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Austin Hilbrands
Sales Manager 800-323-1641 x2
Compass Minerals America Inc.

Signature: _____
Title: _____
Name: _____
Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.

3. **PRICES; TAXES, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.

4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reassignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.

16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**Sold-To ("Buyer"):**

Doug Oakley
City of Lavergne
5093 Murfreesboro Rd
Lavergne, TN 37086

Date: August 16, 2023
Document: 200758
Tel: 615-892-0122
Fax: (615) 793-3777
Email: doakley@lavernetn.gov
Customer #: H726407
Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
250	City of Lavergne 148 International Blvd. Lavergne, TN 37086 Destination #: H726408 Delivery Lead Time: 7 days	98.36 Deliver w/o/Equipment	Depot: Clarksville Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 66 Miles

- ~Subject to prior sale
- ~Minimums will be enforced
- ~An active order must be placed a minimum of one day in advance of pick-up loads

Buyer commits to purchasing 50% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 50% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2024

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2024, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Austin Hilbrands
Sales Manager 800-323-1641 x2
Compass Minerals America Inc.

Signature: _____
Title: _____
Name: _____
Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer. → NO.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer. → NO

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reassignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer. → NO

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES. → NO

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller. → TN

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

unnecessary to make this part of the contract

Rutherford County, TN



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

Via Email

September 21, 2023

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

Subject: City of La Vergne, Tennessee
2019 Interceptor Sewer Improvements
CTI Project N19002

Dear Mr. Richardson:

The subject project was advertised by the City of La Vergne on August 15, 2023, with bids to be opened on September 19, 2023. CTI also emailed advertisements to several general contractors who regularly perform this type of work. In addition, contract documents were sent to three (3) plans rooms. Two (2) bids were received.

Isinguard Construction Group, Inc. of Carthage, Tennessee was the lowest bidder with a Total Bid of \$3,000,000.00. Isinguard Construction Group, Inc. is properly licensed by the State of Tennessee to perform this work and are currently performing work for the city as well as successfully completing a project this year.

The Nashville branch office of CTI's experience with Isinguard Construction Group, Inc. has been without issue, with good communication and coordination.

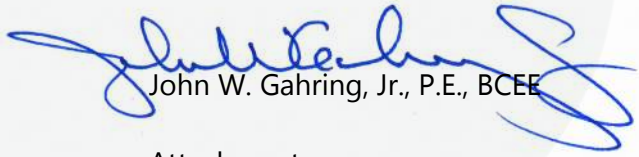
Cleary Construction, Inc. of Tompkinsville, Kentucky, was the next lowest bidder with a Total Bid of \$4,637,315.00. The difference in the Total Bid amounts for the first and second responsive bidders was \$1,637,315.00. Cleary Construction, Inc. is properly licensed by the State of Tennessee to perform this work. Cleary Construction, Inc. is a well-established construction company and qualified to perform this work.

CTI recommends that the City of La Vergne award the 2019 Interceptor Sewer Improvements to Isinguard Construction Group, Inc.

The Bid Tabulation is attached. The Opinion of Probable Construction Cost developed by CTI based on the final design quantities prior to advertising was \$4,000,000.00.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "John W. Gahring, Jr.", is positioned above the printed name. The signature is fluid and cursive, with a large, stylized initial "J".

John W. Gahring, Jr., P.E., BCEE

Attachments

c: Mr. Kyle Brown, PE
Mr. Scott Tatalovich, PE
Mr. Michael Dietz
Ms. Felicia Anderson

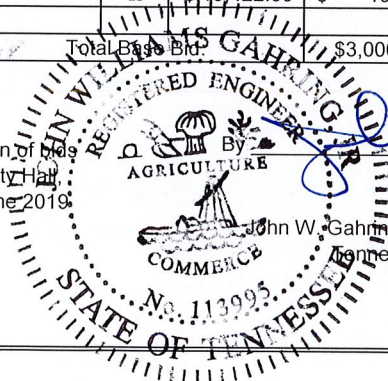
**CITY OF LA VERGNE, TENNESSEE
2019 INTERCEPTOR SEWER IMPROVEMENTS
BID TABULATION**

Bid Opening Time: 2:00 P.M. Place: City Hall 5093 Murfreesboro Road La Vergne, TN 37086	Name of Bidder Bid Bond:	Isinguard Construction Group, Inc. Carthage, TN 37030 Berkley Insurance Company	Cleary Construction, Inc Tompkinsville, KY 42167 Westfield Insurance Company
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BASE BID

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total
1	24" PVC, SDR 26, Gravity Sewer	1,878	LF	\$ 365.00	\$ 685,470.00	\$ 635.00	\$ 1,192,530.00
2	24" DIP Gravity Sewer	670	LF	\$ 385.00	\$ 257,950.00	\$ 700.00	\$ 469,000.00
3	15" PVC, SDR 26, Gravity Sewer	353	LF	\$ 335.00	\$ 118,255.00	\$ 530.00	\$ 187,090.00
4	8" PVC, SDR 26, Gravity Sewer	78	LF	\$ 185.00	\$ 14,430.00	\$ 460.00	\$ 35,880.00
5	6" PVC, SDR 26, Sewer Service Line	190	LF	\$ 108.00	\$ 20,520.00	\$ 430.00	\$ 81,700.00
6	8" PVC, SDR 21, Force Main	40	LF	\$ 181.00	\$ 7,240.00	\$ 525.00	\$ 21,000.00
7	6" PVC, SDR 21, Force Main	97	LF	\$ 129.00	\$ 12,513.00	\$ 500.00	\$ 48,500.00
8	Restrained Joint Ductile Iron Fittings	350	Lb	\$ 20.00	\$ 7,000.00	\$ 10.00	\$ 3,500.00
9	4' - Manhole w/Frame and Casting	18	Ea	\$ 5,075.00	\$ 91,350.00	\$ 14,000.00	\$ 252,000.00
10	Extra for Watertight Frame and Casting	1	Ea	\$ 858.00	\$ 858.00	\$ 800.00	\$ 800.00
11	Manhole Drop Connection	2	Ea	\$ 5,658.00	\$ 11,316.00	\$ 8,000.00	\$ 16,000.00
12	Bore and Jack 36" Steel Casing Pipe (0.250" WT) Interstate 24 & New Paul Road	362	LF	\$ 3,165.00	\$ 1,145,730.00	\$ 2,265.00	\$ 819,930.00
13	Bore and Jack 36" Steel Casing Pipe (0.250" WT) Centre Pointe Drive	127	LF	\$ 2,581.00	\$ 327,787.00	\$ 2,530.00	\$ 321,310.00
14	Creek Crossing (3 Locations)	163	LF	\$ 348.00	\$ 56,724.00	\$ 2,100.00	\$ 342,300.00
15	Flowable Fill Trench Plugs	20	Ea	\$ 266.00	\$ 5,320.00	\$ 13,000.00	\$ 260,000.00
16	6" Sewer Services	3	Ea	\$ 4,114.00	\$ 12,342.00	\$ 6,000.00	\$ 18,000.00
17	Existing Gravity Sewer Connection to Manhole	8	Ea	\$ 2,705.00	\$ 21,640.00	\$ 9,000.00	\$ 72,000.00
18	Connect to Existing Service Line	4	Ea	\$ 2,313.00	\$ 9,252.00	\$ 2,200.00	\$ 8,800.00
19	Connect to Force Main to New Manhole	3	Ea	\$ 2,681.00	\$ 8,043.00	\$ 4,000.00	\$ 12,000.00
20	New Sewer Connection to Manhole	2	Ea	\$ 1,050.00	\$ 2,100.00	\$ 4,750.00	\$ 9,500.00
21	Cleanout w/ Box & Cover	1	Ea	\$ 560.00	\$ 560.00	\$ 2,000.00	\$ 2,000.00
22	Repair Concrete Curb	10	LF	\$ 397.00	\$ 3,970.00	\$ 325.00	\$ 3,250.00
23	Repair Concrete Flume	10	LF	\$ 462.00	\$ 4,620.00	\$ 325.00	\$ 3,250.00
24	Install Flowable Fill to Abandon 16" Line	360	LF	\$ 10.00	\$ 3,600.00	\$ 35.00	\$ 12,600.00
25	Seed and Mulch	2,200	LF	\$ 13.00	\$ 28,600.00	\$ 20.00	\$ 44,000.00
26	Pavement- Mill and Replace (type 6) with Pavement Markings	275	SY	\$ 194.00	\$ 53,350.00	\$ 165.00	\$ 45,375.00
27	Sewer Flow Control	1	LS	\$ 70,038.00	\$ 70,038.00	\$ 330,000.00	\$ 330,000.00
28	Siltation and Erosion Control	1	LS	\$ 19,422.00	\$ 19,422.00	\$ 25,000.00	\$ 25,000.00
Total Base Bid:					\$3,000,000.00		\$4,637,315.00

I hereby certify that the above is a true and accurate tabulation of bids as received at 2:00 P.M. on Tuesday, September 19, 2023, City Hall, 5093 Murfreesboro Road, La Vergne, Tennessee 37086 for the 2019 Interceptor Sewer Improvements



John W. Gahrng, Jr., P.E., BCEE Project Manager
Tennessee License No. 113995
CTI Engineers, Inc.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 14, 2023 with a Rain Date of Saturday, October 21, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Roadblock Application

Summary:

This is a request from the Shriners to conduct a roadblock on Saturday, October 14, 2023.

Background Information:

The Shriners have submitted a request to conduct a roadblock at the intersection of Murfreesboro Road and Stones River Road on Saturday, October 14, 2023 between 10:00 a.m. and 3:00 p.m. with a rain date of Saturday, October 21, 2023. The board must approve this request in order for them to conduct the roadblock.

Financial Summary:

There is no financial impact to the city.

Staff Recommendation:

Staff recommends approval.

City of La Vergne, Tennessee

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

APPLICATION FOR ROADBLOCK

BOMA MEETING
10/5/23

Pursuant to Title 9, Chapter 2, Section 9-208 of the La Vergne Municipal Code, approval must be obtained from the Board of Mayor and Aldermen before any person, club, organization or similar group can conduct a roadblock on a public street. All approved applicants must coordinate the roadblock with the Police Department to ensure that proper traffic controls are in place and that the activity will not cause any unreasonable interference with traffic.

APPLICANT INFORMATION

(Please Print or Type - Any Correspondence will be addressed to the individual.)

1. Date of Application: 8/22/23
2. Phone Number: 615-714-5817
3. Organization Name: SHRINERS
4. Contact Name: CONLEY DYKES
5. Address: 111 DAWN CT
LAVERGNE TN 37086
6. Date of Event: 10/14/23
7. Time of Event: 9am - 2pm
8. Alternate Rain Date: 10/21/23
9. Location of Roadblock: STONES RIVER RD + MURFREESBORO RD
10. Description of Event: PAPER SALE FOR benefit of SHRINERS
HOSPITAL for children

(If additional space is needed, please use an additional sheet of paper.)

By submitting this application for approval, I hereby agree that my group / organization will remove any and all litter that may be left on the streets as a result of the roadblock.

Conley Dykes
Applicant Signature

Date: 8/22/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Approve Application for a Roadblock to be Conducted by Rolling Thunder Tennessee Chapter 1 from 10:00 a.m. until 3:00 p.m. on Saturday, October 21, 2023 with a Rain Date of Saturday, October 28, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Roadblock Application

Summary:

This is a request from Rolling Thunder to conduct a roadblock on Saturday October 21, 2023.

Background Information:

Rolling Thunder has submitted a request to conduct a roadblock at the intersection of Murfreesboro Road and Stones River Road on Saturday, October 21, 2023 between 10:00 a.m. and 3:00 p.m. with a rain date of Saturday, October 28, 2023. The board must approve this request in order for them to conduct the roadblock.

If the roadblock for the Shriners gets rained out on October 14th, they will move their roadblock to October 21 and Rolling Thunder will move their date to October 28.

Financial Summary:

There is no financial impact to the city.

Staff Recommendation:

Staff recommends approval.

City of La Vergne, Tennessee

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

APPLICATION FOR ROADBLOCK

Pursuant to Title 9, Chapter 2, Section 9-208 of the La Vergne Municipal Code, approval must be obtained from the Board of Mayor and Aldermen before any person, club, organization or similar group can conduct a roadblock on a public street. All approved applicants must coordinate the roadblock with the Police Department to ensure that proper traffic controls are in place and that the activity will not cause any unreasonable interference with traffic.

APPLICANT INFORMATION

(Please Print or Type - Any Correspondence will be addressed to the individual.)

1. Date of Application: August 31, 2023 Phone Number: 615-684-4886
3. Organization Name: Rolling Thunder TN1
4. Contact Name: Ginny Edge
5. Address: 439 Rice St.
Murfreesboro, TN 37129
6. Date of Event: 10/21/23 7. Time of Event: 10:00 Am-3:00p
8. Alternate Rain Date: Rain 10/28/23
9. Location of Roadblock: Stones River Rd & 41 Hwy
10. Description of Event: Road Block for funding

(If additional space is needed, please use an additional sheet of paper.)

By submitting this application for approval, I hereby agree that my group / organization will remove any and all litter that may be left on the streets as a result of the roadblock.

Ginny M. Edge
Applicant Signature

Date: 8/31/23



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Approve Grant Contract with the State of Tennessee Office of Criminal Justice Programs for the Violent Crime Intervention Fund.

Department: Police

Presented By: Chief Christopher Moews

Item Attachments: 1. Grant Contract

Summary:

The La Vergne Police Department received a \$239,927 grant from the Violent Crime Intervention Fund to initiate the purchase of a Tactical Rescue and Response Vehicle. The LPD requests the Board's approval of the grant contract.

Background Information:

The purpose of the Violent Crime Intervention Fund (VCIF) grant program is to provide support to local law enforcement in developing and implementing proven public safety strategies to combat violent crime.

Financial Summary:

The VCIF grant is a formula-based grant with no city match required. The total vehicle purchase will exceed the funds allotted under the grant. A budget amendment is on the agenda as this was not originally a budgeted expenditure. The purchase will be made out of the Police Impact Fee Fund and the total cost is \$341,288.00. Since the city is receiving a grant in the amount of \$239,927, a total of \$101,361 will come out of the Police Impact Fee fund to supplement the cost difference between the grant and the cost of the vehicle.

Staff Recommendation:

Staff recommends approval.



September 6, 2023

The Honorable Jason Cole, Mayor
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

Dear Mayor Cole:

Enclosed is the contract for your FY2024 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certification Packet** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by **Wednesday, October 18, 2023**. Please contact your Project Management Specialist (see below) with any concerns or questions.

***Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Additional Requirement: At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal).

Your Project Management Specialist is Katelyn Cotriss. For questions or assistance regarding this contract, please contact Katelyn Cotriss, at (615) 741-2999, or email Katelyn.Cotriss@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brinkman".

Jennifer Brinkman
Director

cc: Kemishia Sadler, Grantwriter
File



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 11/1/2023	End Date 6/30/2024	Agency Tracking # -	Edison ID
Grantee Legal Entity Name City of La Vergne			Edison Vendor ID 1520
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number: N/A Grantee's fiscal year end: June 30	
Service Caption (one line only) VCIF, Formula Based Grant			
Funding —			
FY	State	Federal	Interdepartmental
FY24	\$239,927.00		
FY25			
FY26			
TOTAL:	\$239,927.00		
TOTAL Grant Contract Amount \$239,927.00			
Grantee Selection Process Summary			
☒ Competitive Selection		The Competitive Selection process utilized was as per the DGA.	
☐ Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Speed Chart FA00003518	Account Code City - 71302000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF LA VERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of La Vergne, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
 - a. Program priorities include but are not limited to:
 - 1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 - 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 - 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 - 4. Training and technical assistance.
 - b. The grantee shall be required to:
 - 1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 - 2. Retain inventories and other records of purchases made and services provided using grant funds.
 - 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. 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 State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 11/1/2023 ("Effective Date") and extend for a period of Eight (8) months after the Effective Date ("Term"). The State 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 State under this Grant Contract exceed Two Hundred Thirty Nine Thousand Nine Hundred Twenty Seven Dollars (\$239,927.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Katelyn Cotriss, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Katelyn.Cotriss@tn.gov
 Telephone # (615) 741-2999

The Grantee:

Kemishia Sadler, Grantwriter
 La Vergne Police Department
 5093 Murfreesboro Road
 La Vergne, Tennessee 37086
 Email: ksadler@laveragnetn.gov
 Telephone # (615) 287-8606

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance

and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("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 State 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 State: (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 State 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 State to enable the State 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 State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State 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 State 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 State, 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 this State 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.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

- b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

CITY OF LA VERGNE:

GRANTEE SIGNATURE

DATE

The Honorable Jason Cole, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VCIF

Required Information on Authorizing Agency:		Implementing Agency:	
Name: City of La Vergne		Name: La Vergne Police Department	
Federal ID Number (FEIN): 62-0890630		Address: 5093 Murfreesboro Road	
DUNS Number:			
SAM Expiration Date:		La Vergne, TN 37086-	
Fiscal Year End Date: June 30			
Will You Have Any Subcontracts? No			
Project Title: Formula Based Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
The Honorable Jason Cole, Mayor		(615) 793-6295	jcole@lavergn.netn.gov
5093 Murfreesboro Road		EXT:	
La Vergne, 37086			
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Kemishia Sadler, Grantwriter		(615) 287-8606	ksadler@lavergn.netn.gov
5093 Murfreesboro Road		EXT:	
La Vergne, 37086			
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Tonya Williams, Finance Director		(615) 287-8632	twilliams@lavergn.netn.gov
5093 Murfreesboro Road		EXT:	
La Vergne, 37086			
County/Counties Served (Type ALL if Statewide):			
Rutherford			
U.S. Congressional District(s): 4			

Formula Based Grant - Scope of Services Violent Crime Intervention Fund Grant FY 2023-2025

*This scope template is for agencies applying for **Formula Based Grant** funding, which is intended to support **local law enforcement** in developing and implementing proven public safety strategies to combat **violent crime** in their community. Click [here](#) to view the Formula Funding Plan.*

*All VCIF applicants are **strongly encouraged** to work closely with the University of Tennessee Institute for Public Service to access training and technical assistance in crafting this application.*

APPLICANT AGENCY NAME: La Vergne Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

Discuss the nature and magnitude of the problem(s) to be addressed by the proposed funding. This should be based on current data from reliable sources that describe in detail the most pressing issues.

- A.1. Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.

La Vergne, TN is 25.1 square miles in northern Rutherford County with a population of 38,719. This city is home to the largest residential subdivision in the state, six schools, and many industrial businesses producing a massive daytime transient population. The City of La Vergne has a mildly high crime rate with over 800 reported violent crimes committed in the last five years. The SWAT team often is involved in many of these high-risk situations. Critical moments such as these have highlighted the vulnerability in this jurisdiction; we have the training and experience to protect, mitigate, and respond to such events, but we lack suitable equipment to sustain our capabilities. The La Vergne Police Department respectfully requests funds to purchase a tactical Rescue and Response Vehicle.

- A.2. Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.

Target crime types include murder, burglary/ home invasion, kidnapping/abduction, and aggravated assault. La Vergne has three areas of reported elevated violent crime and all three are in the "Lake

Forest” area of the city. This is the largest residential zone in the city and encompasses two out of five policing zones. Both of these zones see significantly more serious crime and violent crime than the other zones.

The La Vergne Police Department will also use the Response and Rescue vehicle to respond to terrorist attacks against property or people as situations arise. Aside from protection from ballistic and projectile threats, the tactical vehicle has off-road navigation with heightened ground clearance to travel over terrain that patrol vehicles cannot easily access throughout the city.

- A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?

Violent crime statistics above show that there have been multiple instances where having a tactical response vehicle would have decreased the response time and provided a safer outcome for all parties involved. Response time increases when officers do not have the ability to deploy directly into hot zones while responding to a call. In a hostage situation or home invasion, standard patrol vehicles are not equipped to protect officers from ballistic attacks. They use strategy to find the safest way to arrive on the scene. Time lost can equate to lives lost. Funding to assist our police department with acquiring a response and rescue vehicle could mean life or death for people in this community should a similar event occur. We must remain proactive in our policing strategies so that we can provide the highest level of competence to the community that we serve.

B. PURPOSE

State the goals and objectives of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

*For a list of Goals, Objectives, and Activities please see the **VCIF Abstract**. You are strongly encouraged to work with UTLEIC to determine which goals, objectives, and activities are appropriate for your project.*

- B.1. Please select one or more **GOAL** of the multijurisdictional/regional violent crime interventions your agency will implement with VCIF FORMULA funds:

Goal 1: *To improve safety in La Vergne and surrounding areas by protecting the residents and its critical infrastructure from terrorism and violent crimes.*

- B.2. For each **GOAL** selected above, please list one or more **OBJECTIVES** that VCIF FORMULA funds will support:

Goal 1: *To improve safety in La Vergne and surrounding areas by protecting the residents and its critical infrastructure from terrorism and violent crimes.*

Objective 1.1: *Equip the La Vergne Police Department's SWAT team with a multipurpose Rescue and Response Vehicle to improve our efforts in protecting the community.*

Objective 1.2: *Provide regular training to the team with the intent of achieving a high level of proficiency.*

- B.3. For each **OBJECTIVE**, please list one or more **ACTIVITIES** that VCIF FORMULA funds will support:

Goal 1: *To improve safety in La Vergne and surrounding areas by protecting the residents and its critical infrastructure from violent crimes.*

Objective 1.1: Equip the La Vergne Police Department's SWAT team with a multipurpose Rescue and Response Vehicle to improve our efforts in protecting the community.

Activity 1.1.1: Procuring the tactical unit through a manufacturer with a GSA contract to lower the cost.

Objective 1.2: *Provide regular training to the team with the intent of achieving a high level of proficiency.*

Activity 1.2.1: *Conduct 8 hours of SWAT-related training per month.*

Activity 1.2.2: *Encourage training related to rescue missions in the event of a terrorist threat or mass casualty incident.*

Activity 1.2.3: *Encourage training with cohorts in Fire and EMS to perform rescue missions as a unit.*

C. COLLABORATION

- C.1. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

The La Vergne Police Department does not plan to employ any outside

agencies. We, however, have MOU agreements with neighboring law enforcement agencies.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

- D.1. List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?

The La Vergne Police Department respectfully requests grant funds to purchase a tactical multipurpose Response and Rescue Vehicle (\$200,704) with upfitting (\$140,584). The City will assume all remaining costs for equipment that exceed grant funds. The vehicle will include the following upfitting:

- Bedrock Paint (\$3,058)
- Diesel Engine, 6.7L Turbo (\$8,859)
- BearCat G3 4-Wheel Off-Road Upgrade Package with Run-Flats (\$34,958)
- Fender Intersection Lights (\$2,986)
- VSP Style Low Profile & Scene Lighting Package (\$4,068)
- Roof Mounted Remote Control Spotlight – LED (\$2,808)
- High-Intensity Driving Lights in Front Bumper (\$1,340)
- Take Down Light - Bumper Mounted (\$1,853)
- 360 Camera System (\$4,422)
- Rear A/C - Heating System: High-Capacity Upgrade (\$7,182)
- AC-DC Power Inverter w/Auto Eject (\$6,387)
- Radio Prep Package (\$1,004)
- Radio Prep Package - Driver Side Rear Wall Only (\$502)
- 7" Vertical Gun Port Upgrade (\$1,216)
- Electrical Power Mirrors (\$1,508)
- 4-Door Configuration (\$7,858)
- Intercom System; Inside to Outside (\$2,871)
- Police Cupola w/ Glass & Barn Doors (\$26,321)
- Ballistic Skip Round Shield (\$3,872)
- Armored Oil Pan Guard (\$1,936)
- Hydraulic Front Mounted Receiver with Ram Post and Plate

(\$12,479)

- Break and Rake (\$1,200)
- Draco Prep Package (\$1,896)

This vehicle will respond to threats of terrorism, barricaded gunman/ hostage situations, and other instances of violent crime. Vehicle will have standard, visible agency markings.

- D.2. List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.

We do not plan to hire additional staff or subcontractors.

- D.3. Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.

The La Vergne SWAT consists of 19 tactical operators and includes personnel trained as expert shooters and tactical medics. Multiple standoff events with armed individuals and hostage situations within the city demonstrate a need for our community to obtain a rescue vehicle that offers protection and features needed to respond to violent crime and high-risk situations.

The tactical vehicle will be stored in a secured building within a secured lot on city property. The vehicle will be the primary mode of transportation for the SWAT team any time they are dispatched to a hostage rescue, barricaded suspect situation, violent apprehension, or active shooter incident.

The police department will seek the recommendation of the manufacturer for vehicle maintenance under the warranty's requirements. Upon the expiration of the warranty, the City's fleet department will manage the maintenance of the vehicle.

- D.4. What impact will this funding have on your agency's ability to respond to violent crime?

The acquisition of a new Rescue and Response Vehicle will equip SWAT with the ability to handle calls throughout our jurisdiction and will have better protection to help prepare them for any type of attack that may

occur within the area. This multi-faceted response and rescue vehicle will allow us to continue to protect, mitigate, respond to, and recover from high-risk situations.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Accept a quote for an armored vehicle with approved Purchase Order	Chief/ Deputy Chief/ Board of Mayor and Aldermen
7 to 8 months after contract execution	All involved parties will receive training on the vehicle once it has been delivered	Chief / Deputy Chief/ SWAT Command Sergeant
18 months after contract execution	Create MOUs with community-based businesses and area agencies to set up partnerships and processes for intervention	Chief/ Deputy Chief /Mayor Jason Cole
Report submission as required	Required benchmark and outcomes reporting	Grant Writer
End of contract period	Submit program output report	Grant Writer

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate **OUTPUTS** from the **VCIF Abstract** and include **any additional Outputs your strategy will yield**:

- Equipment Purchased
- Number of identified/ prioritized hotspots as a result of this funding
- Number of training sessions provided
- Number of Training sessions attended

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with the role of each position in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the agency will collect the data related to violent crime and ongoing investigations and how that data will be shared within the organization and with partner agencies. Identify how the agency can generate statistical reports upon request that support the progress of program activities.

- F.1. Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

The La Vergne Police Department uses TIBRS data for violent crime statistics. The crime intelligence analyst is responsible for daily monitoring of data and identifying patterns in criminal behavior. Geospatial data is utilized to predict “hot spots” and mitigate the potential criminal activity in these areas. The statistical data gathered is compared to monthly and annual statistics to determine strategy. As crimes and criminals evolve, the department has the responsibility to use the information provided to advance as well.

Equipment Purchase – The Board of Mayor and Aldermen, City Administrator, Police Chief, Deputy Chief, SWAT Command Sergeant, Finance Director, and Procurement Agent each have roles in the purchase of a tactical vehicle. The process will include approval of equipment and purchase.

Felonies and Misdemeanor Arrests – TIBRS and the police department’s Computer Aided Dispatch (CAD) system are used to track felony and misdemeanor arrests.

Identified Hotspots – The police department employs a crime intelligence analyst who is responsible for daily monitoring of data and identifying patterns in criminal behavior. They utilize geospatial data to predict “hot spots” and mitigate the potential criminal activity in these areas. This information is disseminated throughout the police department using strategically labeled zones to target these areas.

Number of trainings provided/ attended – Each member of the SWAT team participates in mandatory training sessions routinely. The SWAT Command Sergeant documents and files attendance for training.

Number of Community Activities – The City of La Vergne and the Police Department host community outreach events periodically throughout the year. The residents of La Vergne will have multiple opportunities to tour the inside of the vehicle, learn its capabilities and understand how beneficial this asset is to the community.

G. ACCOUNTABILITY

- G.1. Describe how this funding will have long term impact on the violent crime in your region.

Our local government officials are tasked with executing primary and

secondary responses to disasters and attacks on critical infrastructure, schools, government buildings, businesses, and large public gatherings. This level of execution requires a strategic plan to manage these events when they occur. A tactical vehicle capable of protecting the team and civilians from harm would allow an opportunity to put our forward-thinking into action instead of potentially becoming a casualty of a catastrophic event by being ill-prepared. Our main goal is to be proactive and increase the likelihood of mitigating the effects of such an event.

- G.2. Include information on how enhanced collaborations, improved investigations, and newly fostered community relationships will be sustained.

The long-term solution for violent crime is deterrence. This goal consists of work from the police department, surrounding agencies, and the collaborative efforts of community organizations, businesses, and residents. The La Vergne Police Department provides multiple avenues for neighborhood outreach. Examples are the Citizens Police Academy, DARE, A National Night Out Against Crime Event, and family-centered events like Cops and Bobbers and Shop with a Cop. These events and partnerships with local stakeholders help solidify the public's trust in the competency and transparency of the police department.

- G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

The SWAT Command Sergeant will be responsible for the use, maintenance, and ensuring the tactical vehicle is assigned to the unit described in the scope and used only within the purpose outlined in the VCIF scope. The agency will ensure all staff are properly trained on policies and procedures related to the use of the equipment purchased with grant funds and follow these policies and procedures.

GRANT BUDGET				
AGENCY NAME: La Vergne Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 11/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$239,927.00		\$239,927.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$239,927.00	\$0.00	\$239,927.00

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/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: La Vergne Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant

CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases: Tactical Multipurpose Resonse and Rescue Vehicle with upfitting (Agency will cover costs that exceed grant funds)	\$239,927.00
TOTAL	\$239,927.00



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Approve Addendum #1 from Ragan Smith for Additional Surveying needed for the South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Waldron Road Addendum #1 08-16-23

Summary:

This amendment addresses the need for additional survey beginning at the South Waldron Road and Rock Springs intersection and ending approximately 450' to the north, within a 200' wide corridor.

This additional surveying effort is to capture the completed roadway improvements constructed as part of the Gweneth Farms Subdivision located south of the South Waldron and Rock Springs intersection.

Background Information:

The current contract includes Survey, Preliminary Design, and Right-of-Way Design services for South Waldron Road in the amount of \$837,000.

Financial Summary:

This addendum of \$9,500 would increase the contract ceiling to \$846,500.

Staff Recommendation:

Staff recommends approval.

August 16, 2023



VIA EMAIL: glide@laveragnetn.gov

Mr. Gary Glide, P.E.
Director of Engineering
City of La Vergne
5175 Murfreesboro Road
La Vergne, Tennessee 37086

RE: ADDENDUM 1 – SOUTH WALDRON ROAD WIDENING

Dear Gary:

Per our conversation, I have enclosed herein an addendum for the South Waldron Road Widening project prior to the development of right-of-way plans.

This amendment addresses the need for additional survey beginning at the South Waldron Road and Rock Springs intersection and ending approximately 450' to the north, within a 200' wide corridor.

This additional surveying effort is to capture the completed roadway improvements constructed as part of the Gweneth Farms Subdivision located south of the South Waldron and Rock Springs intersection.

FEES

Survey - \$9,500

SCHEDULE

RaganSmith is ready to initiate field work within 1 week of authorization and/or the completion of the Gweneth Farms roadway improvements.

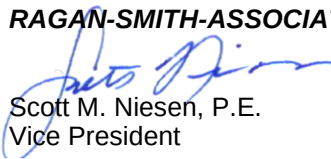
AUTHORIZATION AND ACCEPTANCE

The current contract includes Survey, Preliminary Design, and Right-of-Way Design services for South Waldron Road in the amount of \$837,000. This addendum of \$9,500 would increase the contract ceiling to \$846,500. If this is acceptable, please acknowledge by signing and returning the appropriate authorization below.

We appreciate the opportunity to provide this proposal for continuing services to the City of La Vergne. If you have any questions, we would be glad to discuss with you at your convenience.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.


Scott M. Niesen, P.E.
Vice President


W. Lee Schumann, P.E.
Project Manager

WLS:djb

Enclosure

NASHVILLE

315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA

1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ **Date:** _____

Printed/Typed Name: _____ **Title:** _____

Preferred Funding Source: **Addendum 1** _____ **Utilize Section 3 Funds** _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Amend Employment Contract with City Administrator Bruce Richardson Regarding Annual Performance Evaluation.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Amendment #1

Summary:

This item will amend the existing employment contract with the City Administrator to move the annual performance review to October.

Background Information:

At the workshop earlier this year where the annual performance review for the City Administrator was discussed, it was stated that it would be a good idea to move the review process to October of each year to allow new members of the city council more time to fairly evaluate the performance of the City Administrator. This amendment makes that change and requires that the annual performance review is to be conducted within sixty (60) days of October 1 each year. No other provisions in the employment agreement are being changed by this amendment.

Financial Summary:

This amendment has no effect on the budget.

Staff Recommendation:

Staff recommends approval.

Amendment #1 - Employment Agreement

The Employment Agreement, originally made and entered into on March 5, 2013, by and between the City of La Vergne, Tennessee a municipal corporation, (hereinafter called "Employer") and Bruce E. Richardson, (hereinafter called "Employee") is amended as follows:

Section 13: Performance Evaluation

The Employer shall annually review and evaluate the performance of the Employee within sixty (60) days of October 1st. All reviews and evaluations shall be in accordance with the specific process, form and criteria mutually agreed upon by the Employer and the Employee. Further, the Employer shall provide the Employee with a written summary statement of the findings of the Employer after each review and evaluation and shall provide an adequate opportunity for the Employee to discuss their evaluation with the Employer. Nothing in this section shall be construed as limiting the City's authority to conduct an evaluation of the Employee's performance at any time deemed appropriate by majority vote of the governing board.

This amendment will take effect January 1, 2024.

This amendment is agreed to and approved by the City of La Vergne Board of Mayor and Aldermen on October 10, 2023.

EMPLOYER - CITY OF LA VERGNE

Mayor Jason Cole

Date

EMPLOYEE

Bruce E. Richardson

Date

APPROVED AS TO FORM

Evan Cope, City Attorney

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Approve the Renewal of the Employee Benefits Package for 2024.

Department: Human Resources

Presented By: Andrew Patton, Bruce Richardson

Item Attachments: None

Summary:

Human Resources and Willis Towers Watson (broker) have finalized the 2024 Employee Benefit Package including medical, dental, vision, disability, flexible spending, EAP, and cobra coverage.

Background Information:

The benefit package provided to all eligible employees is one of the cornerstones for working in the City of La Vergne. For 2023, all proposed changes were made to enhance and broaden our provided coverage for employees. The following is a breakdown of each provided service:

Medical – will remain with BlueCross BlueShield (BCBS) and will remain at the superior coverage provided now including TeleHealth with the following services:

Teladoc Health base product includes more services!

Urgent Care 24/7 (previously PhysicianNow (MDLive))

Mental Health Care (including psychology/psychiatry)

Dermatology

Neck/Back Care

Nutrition Counseling

Tobacco Cessation

New virtual products are now available!

Primary Care (Primary360)

Mental Health Care (myStrength Complete)

Care coordination included in both programs

Available add-ons with no additional PEPM admin fee

- Per participant, per month fees billed as claims

Livongo by Teladoc Health – Additional chronic care programs available.

Hypertension Management

Pre-Diabetes Management

Diabetes Management

Stop Loss – will remain with BCBS “BlueRe” at the \$90,000 level. The 2024 stop loss is still being reviewed by BCBST and should be finalized in October 2023.

Prescription – will remain with BCBS for 2024 under the same plan as 2023.

Dental – will remain with BCBS for 2024 under the same plan as 2023.

Vision – will remain with BCBS for 2024 under the same plan as 2023. A review is ongoing to enhance our vision benefits.

Lasik – will remain with BCBS for 2024 under the same plan as 2023.

Short-Term Disability (STD), Long-Term Disability (LTD), Critical Illness Coverage, and Accident Coverage – will remain The Standard for 2024 under the same plan as 2023.

Flexible Spending (FSA) and Cobra Administration – will remain with Employee Benefit Corp. for 2024 under the same plan as 2023.

The Employee Assistance Program (EAP) – will remain with Ulliance for 2024 under the same plan as 2023.

Financial Summary:

Item	2023	2024	Change
BCBS-TN Medical Renewal including PBM Administration	\$6,111,848	\$5,975,501	Decrease of 2.2%
BCBS “BlueRe” Stop Loss Renewal	\$594,693	\$691,729	Increase of 7.62%
Dental BCBS-TN	\$232,502	\$217,229	Decrease of 6.6%
Vision BCBS-TN	\$84,671	\$94,452	Increase of 13.9%
Short-Term Disability (STD), Long-Term Disability (LTD), Critical Illness Coverage, and Accident Coverage through the Standard	\$4.83 / pepm	\$4.83 / pepm	No Change
FSA / Cobra Administration	\$60.00 / month	\$60.00 / month	No Change
EAP Administration	\$2.37 / pepm	\$2.37 / pepm	No Change

Staff Recommendation:

Staff recommends approval.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: First Reading - **Ordinance #2023-24** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-24

Summary:

This is a budget amendment for the current fiscal year for the Information Technology Department and the Fire Department.

Background Information:

There are two departments that need their budgets amended in this current fiscal year. This ordinance will make those adjustments.

In the Information Technology Department, we need to order the network switches needed to connect the new Fire Station #41 and the new Public Works facility to our existing network. These items were not included in the construction budget for the buildings. The cost for both switches and the necessary accessories for installation and connection is \$112,900.81.

In the Fire Department, there is a budgeted project to replace the concrete entrance ramp and rear concrete driveway at Fire Station #42. The amount allocated in the budget was \$30,000, but the estimate received from our vendor is \$37,000, so the remaining \$7,000 will be allocated with this amendment.

If this ordinance is approved on first reading, the agenda items to purchase these items will be placed on the November meeting for consideration.

Financial Summary:

The overall cost of this budget amendment is \$120,000, which will come out of the General Fund reserves.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-24

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:

110-41680-312	I.T. – Small Items of Equipment	\$	113,000
110-42200-939	Fire Department – Other Improvements	\$	7,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	120,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: First Reading - **Ordinance #2023-25** - An Ordinance to Amend the Impact Fee Ordinance to Add an Annual Adjustment for Construction Cost Inflation.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-25

Summary:

This is an ordinance that will amend our existing Impact Fee Ordinance to add an annual adjustment to our impact fees based on the Construction Cost Index that is developed by the Engineering-News Record.

Background Information:

Our current Impact Fees were based upon a study completed by Duncan Associates in August 2020. These fees do not take into account the effects of inflation on the costs of construction. Many of our projects are costing much more than originally planned. This ordinance will add an annual adjustment to account for construction cost inflation each year. Each year, the city will compare the current Construction Cost Index ratio for the most recent month for which it is available and compare that to the index for the same month of the previous year. Then an ordinance will be presented to the Board of Mayor and Aldermen to adjust the impact fees based on that difference in ratio. The ordinance will have to be approved before June 1 each year so that it will be effective on July 1, so this would work in conjunction with our budget process for planning purposes.

Financial Summary:

The exact impact on the budget is unknown due to the unknown rates of construction

cost inflation each year. This will allow the city to update the impact fees to account for this increase each year.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-25

AN ORDINANCE TO AMEND THE IMPACT FEE ORDINANCE TO ADD AN ANNUAL ADJUSTMENT FOR CONSTRUCTION COST INFLATION.

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne established Park Impact Fees with Ordinance #98-13; Road Impact Fees with Ordinance #98-14; Police Impact Fees with Ordinance #2004-23; and Fire Impact Fees with Ordinance #2020-18; and

WHEREAS, the Park Impact Fees were amended with Ordinance #2001-10, Ordinance #2004-31, Ordinance #2020-18, and Ordinance #2021-37; and

WHEREAS, the Road Impact Fees were amended with Ordinance #2001-11, Ordinance #2004-30, Ordinance #2005-06, Ordinance #2020-18, and Ordinance #2021-37; and

WHEREAS, the Police Impact Fees were amended with Ordinance #2020-18 and Ordinance #2021-37; and

WHEREAS, the Fire Impact Fees were amended with Ordinance #2021-37; and

WHEREAS, the current impact fees listed in the fee schedule are based upon a an Impact Fee Study conducted by Duncan Associates in August 2020 that does not consider the effects of construction cost inflation over time; and

WHEREAS, due to the high rates of inflation, it is necessary and appropriate to adjust the impact fee rates annually using the Construction Cost Index, developed by the Engineering-News Record to account for construction cost inflation; and,

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

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

That Ordinance #2020-18, entitled "An Ordinance to Amend the Impact Fees in the City of La Vergne" as amended by Ordinance #2021-37 (attached as Exhibit A), is hereby amended as follows:

SECTION 1. Section 11 is hereby amended by renumbering the existing paragraph (m) as paragraph (n) and adding a new paragraph (m) to read as follows:

Section 11. Miscellaneous Provisions

- m. Automatic indexing for inflation. The impact fees adopted by the Board of Mayor and Aldermen shall be adjusted to account for construction cost inflation on July 1 following each year in which the fees were not comprehensively updated based on a new impact fee study. The existing fees will be multiplied by the ratio of the Engineering News-Record Construction Cost Index for the most recent month for which the index is available to the index for the same month of the previous year. The adjusted fee schedule, with fees rounded to the nearest whole dollar increment, will be adopted by the Board of Mayor and Aldermen by June 1 to become effective on July 1.

SECTION 2. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any, 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 3. That this Ordinance take effect on December 1, 2023, 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: September 28, 2023

Item Title: First Reading - **Ordinance #2023-26** - An Ordinance to Amend the Fiscal Year 2023-2024 Police Impact Fee Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-26

Summary:

This is a budget amendment to allocate funds in conjunction with a grant that the city has received in order to purchase a Tactical Rescue and Response Vehicle for the Police Department.

Background Information:

On the consent agenda, there is a grant contract with the State of Tennessee Office of Criminal Justice Programs where the city has been awarded a grant to purchase a Tactical Rescue and Response Vehicle for the Police Department. This is the budget amendment to account for the grant proceeds and allocate the additional funds that are needed to make up the difference between the grant proceeds and the cost of the vehicle. If the grant contract is approved and this ordinance is approved on first reading, the actual purchase of the vehicle will be placed on the agenda for the November meeting.

Financial Summary:

The cost of the vehicle is \$341,288 and the grant proceeds are \$239,927. The remaining amount of \$101,361 will come out of the Police Impact Fee Fund balance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-26

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 POLICE IMPACT FEE 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 **Police Impact Fee Fund** by providing for:

Increased Expenditures for account number:

321-42100-944	Transportation Equipment	\$ 342,000
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Decrease Fund Balance:

321-36900	Other Financing Sources	\$ 240,000
321-37840	Transfer from Fund Balance	\$ 102,000

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: September 28, 2023

Item Title: **Resolution #2023-18** - A Resolution to Accept the Portico Place, Section 2, Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on September 26, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2023-18

Summary:

This is a resolution to formally accept the Portico Place, Section 2, Phase 1 Subdivision.

Background Information:

The developer has requested that this phase be accepted by the city. On September 26, 2023, the Planning Commission sent a favorable recommendation to the Board of Mayor and Aldermen that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one year maintenance bond within 15 days of BOMA approval.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-18

A RESOLUTION TO ACCEPT THE PORTICO PLACE, SECTION 2, PHASE 1 SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Portico Place, Section 2, Phase 1; and

WHEREAS, the City of La Vergne Planning Commission, on September 26, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

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

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

SECTION 1. That the Portico Place, Section 2, Phase 1 Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

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

Resolved this the 10th day of October, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: **Resolution #2023-19** - A Resolution to Write Off Uncollectible Property Tax Accounts.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Resolution #2023-19

Summary:

This is a resolution to write off uncollectible property tax accounts from 2011 that have been dismissed by the Rutherford County Chancery Court.

Background Information:

Property taxes are only collectible for 10 years after they have been sent to Chancery Court for collection. If the taxes are not paid within that amount of time, the judge will dismiss them. At that point, the city needs to write them off as uncollectible and we can no longer try to collect on them in the future. This is something we do each year.

Financial Summary:

The amount of property taxes that will be written off total \$19,227.00.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-19

A RESOLUTION TO WRITE OFF UNCOLLECTIBLE PROPERTY TAX ACCOUNTS.

WHEREAS, The City of La Vergne Tax Department has property tax accounts that are past due and are now uncollectible; and

WHEREAS, the property tax accounts in Exhibit "A" were submitted to the Rutherford County Chancery Court, and the Court has been unable to collect these accounts; and

WHEREAS, the property tax accounts in Exhibit "A" were dismissed by the Rutherford County Chancery Court on April 26, 2023, making them uncollectible; and

WHEREAS, the City of La Vergne is unable to collect the amount due and needs to write off these bad debts that total \$19,227.00.

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

SECTION 1: That the property tax accounts shown in Exhibit "A" be written off as bad debts.

SECTION 2: That this resolution shall take effect from and after its passage, the welfare of The City of La Vergne requiring it.

Resolved this the 10th day of October, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: **Resolution #2023-20** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-20

Summary:

This is a resolution to participate in the PE Partners Property Conservation Matching Grant Program.

Background Information:

The city must approve a resolution to participate in this grant program. This is a 50-50 matching grant program. This year, the grant will be used to replace a security camera at city hall and install new cameras at the Police Department and the Police Department Substation at 401 Holland Ridge Drive.

Financial Summary:

The grant will reimburse up to \$5,000 with a 50-50 match. The estimated cost of the cameras and installation is \$10,547.87, so the city should received \$5,000 in reimbursement from PE Partners.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-20

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION MATCHING GRANT PROGRAM.

WHEREAS, the citizens of the City of La Vergne have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of La Vergne; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation 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 the Property Conservation Matching Grant Program through the Loss Control Department of Public Entity Partners.

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

RESOLVED this 10th day of October, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: **Resolution #2023-21** - A Resolution of the City of La Vergne of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-21

Summary:

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

Background Information:

The two items on this surplus property resolution are from the Parks & Recreation Department. The items are a nonworking Ingersoll Rand Air Compressor and four metal halide light bars that were removed from the tennis court when those lights were upgraded to LED lights.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-21

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

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

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

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Parks Department		
Ingersoll Rand Air Compressor	Ingersoll Rand Air Compressor, Model #2475, Not operable, Parts only.	1229337
Metal Halide Light Bars (Lot of 4)	Four light bars with five metal halide light fixtures each, Removed from Tennis Court and were operable when taken down. Some of the glass lenses are missing or are not connected to the fixture.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 10th day of October, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year:	Manufacturer: Ingersoll Rand	Model #: 2475
Serial Number: 1229337		
Description of Use: Ingersoll Rand Air Compressor Non Operational and missing parts		
Color:	Beige / Black	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☒ NOT Operable	☒ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: Unknown	Equipment was maintained every: Unknown		☐ Hours	☐ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed: Parts are missing from air compressor unit and unit is non operational				

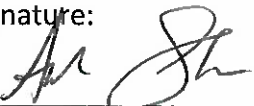
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Missing Parts and Non Operational
Current Estimated Value:	\$200.00
Suggested Minimum Sale Price:	\$50.00
Location of Property:	Parks and Recreation
For more information, contact:	Andrew Stophel

Department Information:

Your Name: Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 08/30/2023

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





KOHLER
COMMAND PRO 14

429cc

ENGINE SERIAL NO.
4135324348

NOTICE/AVIS

IR Ingersoll Rand

WARNING/ADVERTENCIA/AVERTISSEMENT

Three Year Warranty



MODEL
NO.

2475

SERIAL
NO.

1229337

Made in India

54398730-D



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year:	Manufacturer:	Model #:
Serial Number: No Markings or Identification		
Description of Use: 4 Tennis Court Metal Halide Light Bars Each light bar contains five light fixtures No markings on fixtures or light bars		
Color:	Silver / Gray	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage ☐ Minor Damage			
Explain Damage or Repairs Needed: Lights were removed from tennis court and were operable when taken down. Some of the glass lenses are missing or not connected to the fixture.				

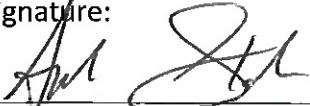
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Updated Tennis Court Lighting
Current Estimated Value:	\$1000.00
Suggested Minimum Sale Price:	\$150.00
Location of Property:	Parks and Recreation
For more information, contact:	Andrew Stophel

Department Information:

Your Name: Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 08/30/2023

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: September 28, 2023

Item Title: Motion to Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Windstream Agreement

Summary:

This is a renewal of a license agreement that the city already had in place with Windstream.

Background Information:

The original agreement with Windstream started in 2017 for a small portion of the right-of-way that is on Stones River Road near the railroad crossing. The length of the agreement was for 5 years and the original agreement has expired. The City is requesting a 10-year proposed agreement. The proposed agreement is attached. The last update that we have received from them is that their legal team is reviewing the agreement. We hope to have an answer by Thursday's Workshop.

Financial Summary:

The proposed rate for the use of the City's right-of-way is \$500 per year, which is the same amount that was in the previous agreement.

Staff Recommendation:

Staff recommends approval.

CITY OF LA VERGNE
LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

This agreement (hereinafter, also, "Agreement") is entered into by and between CITY OF LA VERGNE, a Tennessee municipal corporation (hereinafter, also, "CITY"), and WINDSTREAM KDL, LLC, a corporation organized and existing under the laws of the state of Kentucky and qualified to do business in Tennessee, with an office at 4001 N. Rodney Parham Rd, Little Rock, AR 72212, and its successors and assigns (hereinafter, also, "UTILITY").

WHEREAS, UTILITY desires to construct, install and maintain fiber optic cable and required appurtenances thereof (hereinafter, also, "Fiber Optic Cable Facilities"), within a specified portion of CITY's right of way described in Exhibit 1 of this Agreement (hereinafter, also, the, "ROW").

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to §14-401, et seq., of CITY's municipal code, which is incorporated herein by reference and made a part of this Agreement as if set forth, at length, *verbatim*, and with which UTILITY agrees to comply, CITY does hereby grant to UTILITY a nonexclusive revocable license to construct, install and maintain Fiber Optic Cable Facilities within the ROW for a term of ten (10) years, beginning upon CITY's execution of this Agreement.

2. UTILITY agrees that it shall design, install and maintain its Fiber Optic Cable Facilities in accordance with CITY's ordinances, regulations and rules, and all other applicable law, and that it shall likewise in every respect and at all times comply with CITY's ordinances, regulations and rules, and all other applicable law. In the event of a conflict between this Agreement and CITY's ordinances, regulations and rules, and all other applicable law, CITY's ordinances, regulations and rules, and all other applicable law shall control.

3. UTILITY agrees that CITY shall have the right to limit or revoke the Agreement and terminate this Agreement if CITY determines that doing so is reasonably necessary for the preservation or protection of the health, safety or welfare of the residents or guests of CITY or for the preservation or protection of CITY's property, utilities or infrastructure.

4. If, at any time, CITY determines that any Fiber Optic Cable Facilities need to be relocated within, or removed from, the ROW for any reason, UTILITY shall relocate or remove the same as directed by written notice from CITY. All such costs of relocation or removal, including the cost of relocating any part of the Fiber Optic Cable Facilities shall be borne by UTILITY and not by CITY, except as CITY may subsequently agree. UTILITY shall complete the relocation or removal cooperatively and in the reasonable manner and time as CITY shall specify by written notice, or within such additional time as CITY may authorize. Upon the failure of UTILITY to relocate or remove the Fiber Optic Cable Facilities within the specified time, or such additional time as CITY may authorize, the Fiber Optic Cable Facilities shall be deemed to be abandoned by UTILITY, and UTILITY shall be liable to CITY for the costs of removing such facilities from the ROW. To the extent that UTILITY is required to remove Fiber Optic Cable Facilities from the ROW, UTILITY shall to that extent be relieved of any further obligation under this Agreement to compensate CITY for the use of the ROW. To the extent that UTILITY is allowed to relocate Fiber Optic Cable Facilities to another location within the ROW, UTILITY may elect either to remain under the terms of compensation specified in this Agreement, or UTILITY may choose to enter into a new agreement for the new location.

5. UTILITY shall be responsible for resolving any conflicts with structures, other utilities or appurtenances that are located in the ROW and shall notify the respective owner(s) of any conflicts and secure owner permission for any alterations.

6. UTILITY hereby agrees to indemnify CITY, and its officers, employees and agents, and hold them harmless to the maximum extent allowed under Tennessee law for any and all claims arising from this Agreement or the Agreement, including, without limitation, claims by third parties, and including attorneys' fees and all other costs of preparing for and defending against such claims, regardless of any negligence or fault of CITY. Without limiting the foregoing, UTILITY shall hold CITY and TDOT, and its officers, employees and agents, harmless for any personal injury or property damage, including interruption of service or loss of business, incurred by UTILITY, or its officers, employees or agents, arising from CITY's construction, reconstruction, operation or maintenance of its property, regardless of any negligence or fault of CITY. The indemnification and hold harmless provisions of this Agreement shall survive expiration or termination of this Agreement.

7. UTILITY may not assign or transfer its rights or obligations under this Agreement to another entity or person without first giving written notice to, and obtaining the consent of, CITY, which consent shall not be unreasonably withheld.

8. UTILITY shall at all times have and maintain, and shall provide CITY written proof of, liability insurance policies containing, at a minimum, the following insurance coverage:

- a. Commercial general liability insurance.
- b. Commercial automobile liability insurance for all vehicles owned or used by the UTILITY in any phase of the construction, installation, operation, maintenance or repair of its Fiber Optic Cable Facilities.
- c. All such liability insurance policies shall provide liability coverage in the minimum amount of \$2,000,000.
- d. All such liability insurance policies shall name CITY as an additional insured for the purposes of fulfilling UTILITY's obligations under this Agreement, including without limitation, any and all obligations to indemnify and hold harmless CITY, and its officers, employees and agents.

9. CITY does not grant UTILITY any right, title or claim to any property of CITY and in granting the Agreement does not, in any way, assume the maintenance of Fiber Optic Cable Facilities.

10. UTILITY acknowledges that CITY is permitted to collect a fee that is reasonably related to the CITY's costs associated with owning, managing and maintaining public rights-of-way, and UTILITY agrees that the amount of \$500 per year (the "Annual Fee"), is fair, reasonable and reasonably related to its pro-rata share of CITY's overall costs associated with owning, managing and maintaining public rights-of-way. UTILITY agrees that it will pay CITY compensation for the Agreement in the amount of \$500 per year, which shall be adjusted annually using the Consumer Price Index as described in the Agreement. The parties further agree that \$500 per year is a reasonable estimate of these costs given that the actual costs are indeterminable or difficult to measure at the time of the parties' entry into this Agreement, and that it is the parties' mutual intent that this amount serve as a reasonable measurement of these costs until this Agreement expires or a new cost study is done, whichever occurs first. In the event a new cost study is done by CITY prior to the expiration of this Agreement, a new amount shall be reasonably recalculated in accordance with its findings. Upon written notice, the new amount shall be the basis for future payments by UTILITY, and the parties will reconcile the amounts already paid by UTILITY under this Agreement, such reconciliation to include a refund to UTILITY of excess payments or additional payment to CITY, if applicable, in accordance with the reconciliation. UTILITY specifically acknowledges that its obligation to compensate CITY for use of the ROW is an essential term of this Agreement.

11. Annual Adjustment Based on CPI: The Annual Fee payable under this Agreement shall be subject to an annual adjustment in accordance with the variations in the Consumer Price Index (CPI). Calculation: On each anniversary of the effective date of this Agreement, the Annual Fee shall be adjusted by an amount corresponding to the percentage increase or decrease in the CPI over the previous twelve (12) months. The adjusted fee shall be calculated as follows: $\text{Adjusted Annual Fee} = \text{Current Annual Fee} \times (\text{Current CPI} / \text{Base CPI})$. "Current Annual Fee" means the annual fee payable immediately before the relevant anniversary. "Current CPI" means the CPI as of a month immediately preceding the relevant anniversary. "Base CPI" means the CPI as of the month in which this Agreement becomes effective. Reference Source: The CPI referenced in this clause will be based on the official published figures by the US Bureau of Labor Statistics. In the event that the CPI ceases to be published, the Parties agree to adopt a substantially equivalent index.

12. CITY reserves the right, at any time, to perform work deemed necessary or appropriate by the CITY within the ROW, including, but not limited to, the right to lay, and to permit to be laid, sewer, gas, water, and other pipelines, and electric, telecommunications or other communications cables, wires, and conduits, and to do, and to permit to be done, any underground and overhead work that may be deemed necessary or proper by CITY in, across, along, over or under the ROW, and to change any curb or sidewalk or the grade of ROW. The City shall not be liable to UTILITY for any damages caused by CITY whatsoever.

13. CITY may revoke the Agreement and/or terminate this Agreement at any time upon the breach of this Agreement by UTILITY.

14. The revocable license issued to UTILITY by this Agreement shall become void if UTILITY has not commenced construction and installation of its Fiber Optic Cable Facilities within 60 days of CITY's execution of this Agreement.

15. UTILITY shall complete construction and installation of its Fiber Optic Cable Facilities within 12 months of CITY's execution of this Agreement.

16. UTILITY shall replace or repair, to the satisfaction of CITY, any portion of the ROW, and any structure located in the ROW, damaged or disturbed by UTILITY. In the event such replacements or repairs are not satisfactory to CITY, CITY may make such replacements or repairs at the expense of UTILITY, and UTILITY agrees to reimburse CITY for the total cost of the same, including, without limitation, the cost of labor and materials.

17. UTILITY shall remove its Fiber Optic Cable Facilities from the ROW within 180 days of the expiration or termination of this Agreement. Upon the failure of UTILITY to relocate or remove the Fiber Optic Cable Facilities within the specified time, or such additional time as CITY may authorize, the Fiber Optic Cable Facilities shall be deemed to be abandoned by UTILITY, and UTILITY shall be liable to CITY for the costs of removing such facilities from the ROW.

18. UTILITY shall keep and maintain, and make available to CITY for inspection and copying at CITY's offices upon thirty (30) days' written notice, all books, records, contracts, accounts, documents and papers of UTILITY relating to its operation and construction in the ROW and UTILITY's compliance with this Agreement.

19. UTILITY shall obtain and maintain, at its sole cost and expenses, for the benefit of and filed with CITY, two (2) corporate surety bonds, which must be approved by CITY, each written with a surety company authorized to do business in the State of Tennessee and approved by CITY, in an amount to be determined by CITY. The first bond will guarantee the timely and safe construction and installation of the Fiber Optic Cable Facilities (the "Construction Bond"). The second bond will secure UTILITY's performance

of its obligations and faithful adherence to all requirements of this Agreement (the "License Agreement Bond"). CITY reserves the right to reevaluate the bond amounts after the first year of the term of this Agreement and to adjust the bond requirements or bond amounts from time to time if deemed necessary or prudent by CITY, it being agreed and understood that the Construction Bond will remain in full force and effect until completion and acceptance of the construction and installation of the Fiber Optic Cable Facilities. UTILITY shall provide both of these corporate surety bonds for approval by CITY prior to execution of this Agreement.

19.1. The Construction Bond shall provide, but shall not be limited to, the following condition: there shall be recoverable by CITY, jointly and severally, from the principal and surety, any and all damages, losses or costs, including attorneys' fees, suffered by CITY resulting from UTILITY's construction and installation of the Fiber Optic Cable Facilities, and from the failure of UTILITY to construct and install the same safely and satisfactorily, and to complete construction and installation within the time required by this Agreement.

19.2. The License Agreement Bond shall provide, but shall not be limited to, the following conditions: there shall be recoverable by the CITY, jointly and severally, from the principal and surety, any and all damages, losses or costs, including attorneys' fees, suffered by the CITY resulting from UTILITY's installation, operation or maintenance of its Fiber Optic Cable Facilities, or from its breach of this Agreement.

19.3. The rights reserved to CITY with respect to the bonds are in addition to all other rights and remedies of CITY, whether reserved by this Agreement or authorized by law or equity; and no action, proceeding or exercise of a right or remedy with respect to such bond shall affect any other rights or remedies CITY may have.

20. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

If to Windstream:
Windstream KDL, LLC.
Attn: Franchise
4001 Rodney Parham Road
Little Rock, AR 72212

with copy to:
Windstream KDL, LLC.
Attn: Legal
windstream.legal.notices@windstream.com

If to the City:
Bruce Richardson, City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086
brichardson@laveragnetn.gov

Notices shall be in writing and shall be effective when received via electronic transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above. Electronic notices shall be deemed given when directed to an electronic mail address at which a party has consented to receive such notice.

21. This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

22. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

23. This Agreement shall be governed and construed in accordance with Tennessee law, without regard to conflict of law principles. By virtue of entering into this Agreement, UTILITY submits itself to the personal jurisdiction of Tennessee courts. Venue for the adjudication of any claim or cause of action between the parties shall be the Circuit or Chancery Court for Rutherford County, Tennessee.

24. This Agreement forms the entire Agreement between the CITY and UTILITY. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this Agreement, will be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

UTILITY: WINDSTREAM KDL, LLC	CITY OF LA VERGNE
By: _____	_____ Jason Cole, Mayor
Printed name: _____	Date: _____
Title: _____	Attest: _____ Bruce Richardson, City Recorder
Date: _____	Approved as to form: _____ Evan Cope, City Attorney



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: SEPTEMBER 26, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LA VERGNE INDUSTRIAL DEVELOPMENT BOARD

La Vergne Industrial Development Board

Appointed by City Council

Name	Appointed:	Term Expires
Graeme Coates	June 6, 2023	October 1, 2027
Terrel "Terry" Coleman	October 2, 2019	October 1, 2023
Laura Davidson	October 2, 2019	October 1, 2025
Jim Hesemann	October 2, 2019	October 1, 2023
Daniel Pazych	October 6, 2020	October 1, 2027
Vacant (Craig S. Stewart)		October 1, 2025
Kathy Tyson	October 2, 2019	October 1, 2027

We have two terms that expire on October 1, 2023. Those terms are Terry Coleman and Jim Hesemann. They would like to stay on this board. We also have one vacancy on this committee due to the resignation of Craig Stewart. We have started advertising this position on Channel 3 and Social Media, but have not received any applications at this time.

Current Applicants:

- Terry Coleman
- Jim Hesemann



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M E M O

DATE: SEPTEMBER 26, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Vacant - LPD		December 31, 2025
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Christopher Buck - Box 100	June 2021	December 31, 2024
Daniel Campbell - WTP	November 2018	December 31, 2026
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2023
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2023
Brent Hatcher - Police Department	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2023
Steve Pope - Ambulance Service	January 2021	December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Adam Rose - R.C. S.O.R.T.	April 2014	December 31, 2023
Vacant (Randolph Salyers) – Fire Inspector		December 31, 2023
Chris Schmidt - Rescue Unit	October 2005	December 31, 2026
Alexandra Thompson - Stormwater	August 2020	December 31, 2026
Tonya Williams - Finance	March 2023	December 31, 2023

We have two vacancies on this committee. Staff recommends that the new Police Chief, Christopher Moews be appointed to the Police Department position. The other vacancy is for

the Fire Inspector position. Staff recommends that that this position stay vacant until a new Codes Director/Building Official is hired.

Also, staff feels that the municipal code needs to be revised to remove the Box 100 position and rename the Fire Inspector position to Building Official. This will be discussed at the next LEPC meeting to determine if there any changes needed to the structure of the LEPC membership.



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M E M O

DATE: SEPTEMBER 26, 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, October 10, 2023, I will remove this item from the agenda.



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M E M O

DATE: SEPTEMBER 26, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - PLANNING COMMISSION

Name	Appointed:	Term Expires:
Earl Garvin, Jr. - Chairman	August 2010 (Alternate) October 2010	October 31, 2025
Jason Cole - Mayor (BOMA) - Vice-Chairman	November 2018	Term of Office
Graeme Coates - Secretary	December 2022	December 31, 2024
Terry Coleman	July 2021	October 31, 2023
Carol Haas – Alderman (BOMA)	December 2022	Term of Office
Jim Hesemann	November 2021	October 31, 2025
Mark Molnar	December 2022	December 31, 2024

As an FYI, the term for Terry Coleman will expire at the end of October. We will contact him to see if he wishes to remain on the board. We will also start advertising the position on Channel 3 and Social Media.

As a reminder, the Mayor makes all appointments to the Planning Commission except for the Alderman position.