

WORKSHOP AGENDA

Board of Mayor and Aldermen

May 2, 2024 @ 6:30 PM

For the May 7, 2024 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: March 28, 2024 Workshop, April 2, 2024 Regular Meeting, April 4, 2024 Budget Workshop, April 9, 2024 Budget Workshop, and April 23, 2024 Budget Workshop.
2. Presentations:
 - A. Certificates of Recognition - LHS Boys Basketball Team. (Workshop only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant (Workshop only.)

OLD BUSINESS

5. Second Reading - **Ordinance #2024-05** - An Ordinance to amend the Fiscal Year 2023-2024 General Fund Budget.

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

6. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Sourcewell Contract Purchase - Two (2) Hustler Mowers for the Parks & Recreation Department.
 2. OMNIA Partners Contract Purchase - Two (2) Exmark Mowers for the Street Department.

3. State Contract Purchase - Nashville Communications - Fire Station 41 Radio System and Station Alerting.
- B. Approve Contract Amendment with Safe Industries to Include the Purchase of Loose Tools, Equipment, Hose, and Apparatus Equipment for the New Fire Truck and Approve Change Order for the Contingency Fee.
- C. Approve a Letter of Intent for the Purchase of a New Brush Truck from CMI Equipment Sales, Inc. for the Street Department.
- D. Approve Amendment #2 to the Engineering Services Agreement with Griggs & Maloney for the Water Treatment Plant and Water Distribution System SCADA Upgrades Project.
- E. Approve Amendment #3 to the Agreement with Kimley-Horn for the Blair Road West Extension Project – Additional Environmental and Design Work.
- F. Approve Amendment #24-1 to Contract #2426-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.
- G. Approve Contract Modification #1 with TTL, Inc. for Structural Inspection Services for the Public Works and Community Development Services Facility.
- H. Approve Change Order #2 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) Project.
- I. Approve Change Order #2 to the Contract with Mofield Brothers Construction Co., LLC for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) Project.
- J. Approve Amendment #2 to the Engineering Services Contract with Ragan-Smith-Associates for South Waldron Road Project.
- K. Approve a Master Service Agreement with Lexipol, LLC for Law Enforcement Policy Manual and Training Bulletins for the Police Department.
- L. Approve an Architectural Design Services Proposal from TMPartners, PLLC for the Design and Construction Administration Services for the Police Department Headquarters Addition and Renovation.
- M. Approve Amendment #1 to the Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for Tuition Assistance, Training and Professional Expenses for the Tennessee Law Enforcement Training Academy (TLETA).

NEW BUSINESS

7. First Reading - **Ordinance #2024-06** - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2024 through June 30, 2025.
8. First Reading - **Ordinance #2024-07** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.
9. **Resolution #2024-11** - 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.

10. **Resolution #2024-12** - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2024.
11. **Resolution #2024-13** - A Resolution to Authorize the Mayor to Negotiate a Settlement Agreement for Presentation to the Board of Mayor and Aldermen.
12. **Resolution #2024-14** - A Resolution to Approve a Land Acquisition Policy for the Blair Road West Project.
13. Motion to Appoint a City Judge Pro-Tempore for the June 26, 2024 Court Date.
14. Motion to Approve the Purchase of a Total Organic Carbon (TOC) Analyzer for the Water Treatment Plant.
15. Appoint or Remove Board / Committee Members:
 - A. Beautification and Arts Advisory Committee. (One vacancy and one term expires 4/30/24.)
 - B. Board of Zoning Appeals. (One term is vacant.)
 - C. Economic Development Advisory Committee. (One term is vacant.)
 - D. Stormwater Appeals and Advisory Board. (One term is vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON MARCH 28, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The March 28, 2024 regular workshop 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. Alderman Dennis Waldron was absent.

Mayor Cole stated that the prayer would be led by him and that Alderman Haas would lead the Pledge of Allegiance at the Regular Meeting on April 2, 2024.

ORDER OF BUSINESS

1. **Approve Minutes: February 29, 2024 Workshop, March 7, 2024 Regular Meeting March 20, 2024 Special Meeting.**

No action was taken.

2. **Presentations:**

- A. **Certificates of Recognition – LHS Boys Basketball Team. (Meeting Only)**

Mayor Cole stated he would present the LHS Boys Basketball team with certificates of recognition.

3. **Public Comment Period.**

No one spoke.

4. **Department Reports:**
 - A. **Police Department.**
 - B. **Fire Department.**
 - C. **Parks & Recreation Department.**
 - D. **Library.**
 - E. **Finance Department.**

F. Water Treatment Plant.

Department reports will be given at the April 2, 2024 regular meeting. No action was taken.

OLD BUSINESS**5. Second Reading - Ordinance #2024-04 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA**5. Consent Agenda Items:****A. Approve or Reject City Bids and Purchases:**

1. Request for Qualifications and Proposal – Professional Asset Management Services for the Street Department. (Presentation from Kimley-Horn)
2. Purchase – Subscription Plan for Automated License Plate Recognition System.

B. Approve Contract with the State of Tennessee Department of Safety and Homeland Security for Participation in the Tennessee Advanced Communications Network (TACN).**C. Approve Agreement with Guardian Alliance Technologies, Inc. to Perform Pre-Employment Background Investigations on Applicants for the Police Department.****D. Approve Change Order #2 for the Professional Services Agreement with Johnson + Bailey Architects for the La Vergne Fire Station #41 for Geotechnical Services.****E. Approve Change Order #4 with Romach, Inc. for La Vergne Fire Stations #41.**

Mayor Cole explained each item.

Mr. Zac Defour, a representative of Kimley-Horn, approached the podium and gave his presentation on professional asset management services. Mayor Cole stated that this item had already been budgeted for the current fiscal year.

Public Works Director Michael Dietz approached the podium and fielded questions about the proposal. A discussion ensued.

No action was taken.

NEW BUSINESS

7. **First Reading - Ordinance #2024-05 - An Ordinance to amend the Fiscal Year 2023-2024 General Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

8. **Resolution #2024-07 - A Resolution to Amend the Employee Handbook.**

Mayor Cole explained the resolution.

Human Resources Director Andrew Patton briefly explained the changes to the employee handbook. A discussion ensued.

No action was taken.

9. **Resolution #2024-08 - A Resolution Authorizing the City of La Vergne to Participate in the National Purchasing Cooperative Program.**

Mayor Cole explained the resolution.

No action was taken.

10. **Resolution #2024-09 – A Resolution to Write-Off Water Department Bad Debts.**

Mayor Cole explained the resolution.

No action was taken.

11. **Motion to Approve the New Mission, Vision, and Values Statement for the City of La Vergne.**

Mayor Cole explained the motion.

No action was taken.

12. Resolution #2024-10 – A Resolution to Authorize the Mayor to Execute a License Agreement with Co-Star Realty Information, Inc.

Mayor Cole explained the resolution.

No action was taken.

13. Appoint or Remove Board / Committee Members:

- A. Stormwater Appeals and Advisory Board.** Mayor Cole spoke about the Board and vacancies.
- B. FYI – Beautification and Arts Advisory Committee.** Mayor Cole spoke about the committee.

14. Discussion – City of La Vergne Road Conditions.

Mayor Cole made comments about the discussion item.

No action was taken.

15. Discussion – Police Department Officer Shortage.

Mayor Cole made comments about the discussion item.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs thanked the Stormwater and Public Works Department. She wished everyone a Happy Easter.

Alderman Haas thanked the Public Works Department for the hard work on the roads. She wished everyone a Happy Easter.

Vice-Mayor Noe thanked staff for their hard work and also thanked City Administrator Bruce Richardson.

Mayor Cole thanked everyone for their help and participation with the Easter Drive Through. He thanked our city attorney Evan Cope too. He wished everyone a great Spring Break.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:19 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 APRIL 2, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 2, 2024 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

1. Approve Minutes: February 29, 2024 Workshop, March 7, 2024 Regular Meeting and the March 20, 2024 Special Meeting.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve the minutes of the February 29, 2024 Workshop, March 7, 2024 Regular Meeting, and the March 20, 2024 Special Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Police Chief Christopher Moews gave the report for the Police Department.

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

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

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

E. Finance Department. Ms. Phillis Rogers gave the report for the Finance

Department.

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

OLD BUSINESS

4. **Second Reading - Ordinance #2024-04 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2024-04 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

5. **Consent Agenda Items:**
- A. **Approve or Reject City Bids and Purchases:**
 - 1. Request for Qualifications and Proposal – Professional Asset Management Services for the Street Department.
 - 2. Purchase – Subscription Plan for Automated License Plate Recognition System.
 - B. **Approve Contract with the State of Tennessee Department of Safety and Homeland Security for Participation in the Tennessee Advanced Communications Network (TACN).**
 - C. **Approve Agreement with Guardian Alliance Technologies, Inc. to Perform Pre-Employment Background Investigations on Applicants for the Police Department.**
 - D. **Approve Change Order #2 for the Professional Services Agreement with Johnson + Bailey Architects for the La Vergne Fire Station #41 for Geotechnical Services.**
 - E. **Approve Change Order #4 with Romach, Inc. for La Vergne Fire Stations #41.**

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

NEW BUSINESS

6. **First Reading - Ordinance #2024-05 - An Ordinance to amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2024-05 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

7. **Resolution #2024-07 - A Resolution to Amend the Employee Handbook.**

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2024-07, was adopted following a roll-call vote.

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

8. **Resolution #2024-08 - A Resolution Authorizing the City of La Vergne to Participate in the National Purchasing Cooperative Program.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2024-08, was adopted following a roll-call vote.

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

9. **Resolution #2024-09 – A Resolution to Write-Off Water Department Bad Debts**

A motion was made by Alderman Hobbs, seconded by Alderman Haas, to approve Resolution #2024-09, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE

Vice-Mayor Noe AYE

10. Motion to Approve the New Mission, Vision, and Values Statement for the City of La Vergne.

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve the new Mission, Vision, and Values Statement, 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 #2024-10 – A Resolution to Authorize the Mayor to Execute a License Agreement with Co-Star Realty Information, Inc.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2024-10, was adopted following a roll-call vote.

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

12. Appoint or Remove Board / Committee Members:

A. Stormwater Appeals and Advisory Board. Mayor Cole appointed Lee Hoagland to the Stormwater Appeals and Advisory Board. The board confirmed the appointment with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to keep the Hayes family in their prayers. He also reminded everyone to check on their pets and the elderly.

Alderman Hobbs reminded everyone about the upcoming Solar Eclipse.

Alderman Haas reminded everyone about the USL softball and baseball upcoming games.

Vice-Mayor Noe had no comments.

Mayor Cole reminded everyone about the upcoming baseball games and Block Party in May. He thanked the Public Works Department for working hard on all the potholes. He made comments about the new street software.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:37 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 4, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 4, 2024 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:16 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. Public Comment Period.

No one spoke. No action was taken.

2. Discussion – City of La Vergne 2024-2025 Fiscal Year Budget.

Finance Director Phillis Rogers spoke about the General Fund Budget. She explained the General Fund increases and spoke about the operating expenses. She explained the summary of revenue and the remaining surplus. A discussion ensued.

Ms. Rogers spoke about the non-profit requests. A discussion ensued.

Alderman Hobbs asked Economic Developer Director Tom Broeker about the Rutherford County Chamber of Commerce request. Mr. Broeker approached the podium and fielded questions from the Board. A discussion ensued.

Mayor Cole asked about PAWS. Public Works Director Michael Dietz approached the podium and fielded questions from the Board. A discussion ensued.

Ms. Rogers explained the additional items and the future capital plans. A discussion ensued.

Engineering Director Gary Lide approached the podium and spoke about the ADA Transition Plan. A discussion ensued.

Public Works Director Michael Dietz approached the podium and spoke about the Streets Department's capital requests.

City Administrator Bruce Richardson explained the personnel requests for the departments. A discussion ensued.

Alderman Hobbs asked about the Parks and Recreation Greenway Phase 2. Assistant City Administrator Kyle Brown explained.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:41 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 9, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 9, 2024 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:06 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. Public Comment Period.

No one spoke. No action was taken.

2. Discussion – City of La Vergne 2024-2025 Fiscal Year Budget.

Finance Director Phillis Rogers made comments about the rate study.

Human Resource Director Andrew Patton explained the rate compensation study. A discussion ensued.

Alderman Hobbs arrived.

Ms. Rogers explained each fund budget. A discussion ensued.

Public Works Director Michael Dietz approached the podium and spoke on the roads and the improvements needed. A discussion ensued.

Engineer Director Gary Lide approached the podium and spoke about the CMAQ project and projected timeline. A discussion ensued.

Parks and Recreation Director David McGowan approached the podium and spoke about the Mankin Park improvements.

Assistant City Administrator Kyle Brown explained the ARPA funds and projects. A discussion ensued. City Administrator Bruce Richardson made comments about the fee schedule.

Codes Director Joe White approached the podium and spoke about inspection fees. A

discussion ensued.

Alderman Waldron asked about the non-profits.

Economic Development Director Tom Broeker approached the podium and spoke about the IDB. A discussion ensued.

Mr. Richardson explained the next Budget Workshop meeting.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:49 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 23, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 23, 2024 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:06 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, and Alderman Dennis Waldron. Alderman Kara Hobbs was absent.

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke. No action was taken.

2. Discussion – City of La Vergne 2024-2025 Fiscal Year Budget.

Mr. Patrick Cammick, a representative from the Rutherford County Chamber of Commerce, approached the podium and spoke about their relationship with the City. He made comments about their needs and why they are requesting money from the City's Non-Profit Budget. A discussion ensued.

Economic Development Director Tom Broeker approached the podium and fielded questions from the Board. A discussion ensued.

Mr. Robert Crutcher, a representative of Club Knock-Out, approached podium and spoke about their non-profit needs. A discussion ensued.

Ms. Candise Crutcher, a representative of Club Knock-Out, approached the podium to field questions from the Board.

Mr. Graeme Coates, a representative of the Industrial Development Board, approached the podium and explained what they do for the City. A discussion ensued.

Ms. Jackie Miller, a representative of Possibility Place, approached the podium and gave her presentation to the Board. A discussion ensued.

Ms. Brenda Bryant, a representative of the La Vergne Housing Authority, approached the podium and gave her presentation. A discussion ensued.

Ms. Carrie Niederhauser, a representative of Thriving Together, approached the podium and gave her presentation to the Board. A discussion ensued.

Mayor Cole made comments about the other non-profit organizations.

City Administrator Bruce Richardson spoke about the capital requests and changes. A discussion ensued.

Finance Director Phillis Rogers spoke about the water and sewer rates. A discussion ensued.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:20 p.m.

Mayor

City Recorder

Approved: _____

City of La Vergne, TN

April Monthly Report

May 1st, 2024



700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

May 1st, 2024

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

Dear Mr. Richardson:

Inframark is pleased to submit the April 2024 Operating Service Monthly Report. This report contains a comprehensive description of our Operation and Maintenance Services for the month.

Thank you for the opportunity to provide Operations and Maintenance Service to the City of La Vergne. To ensure we are providing material that is of value to you, please provide any questions or comments to me regarding this report.

Sincerely,

Daniel Campbell

Daniel Campbell
Project Manager
Inframark

Executive Summary

During the month of April 2024, the La Vergne water treatment plant treated a 124.406 million gallons of J. Percy Priest Lake water and delivered 102.762 million gallons. That equates to an average of 4.147 million gallons per day treated and 3.425 million gallons per day delivered to the community.

On April 4th, the pre-construction meeting for the SCADA project was held at the water treatment plant. Representatives from Griggs and Maloney, W&O Construction, Inframark, MR Systems and Weifield Group were in attendance.

Eaton was originally scheduled for April 23rd to be on site to install a rental SPB breaker at the Intake. This would allow the ability to send the current SPB breaker to be sent in for repair and then reinstalled after the repairs were made. This work has been rescheduled for May 13th.

Thomas Killion with Tennessee Department of Environment and Conservation (TDEC) stopped by the water treatment plant, unannounced, on April 9th. The reason for his visit was to give a new TDEC employee a tour of the La Vergne WTP while he waited to perform a sanitary survey on a different water system. Mr. Killion wanted to show the new employee the technology and equipment La Vergne uses because she may not see it in other water plants. This was a very pleasant visit with our regulator and Mr. Killion had many good things to say about the plant to the new TDEC employee. He was also kind enough to discuss possible upcoming changes and things to look out for on the regulatory side of things. I believe this visit shows how our relationship with the regulator and TDEC has grown over the years in a very positive way.

In April, Inframark sponsored the United Sports League La Vergne Baseball & Softball. This is the first year Inframark has donated to the league and looks forward to being able to for years to come.

Inframark hired Jeremy Street to fill the open Operator I position. Jeremy started on April 15th. The water plant is fully staffed.

On the Radar

Working with MR Systems, the City of La Vergne, and Griggs & Maloney on the SCADA upgrade Project

Relocation of the coagulant injection point

Review of the Cross-Connection Control Program

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that has been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the “Monthly Operating Report” (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for April 2024 is being compiled and will be submitted to TDEC no later than May 10th, 2024.
- Total Organic Carbon (TOC) percent removal for April 2024 was 50.00%; the requirement is 15%. That is 3.33 times more removal than required by state and federal regulations.
- Synthetic Organic Contaminants (SOC’s) samples were taken in the month of April. These samples are taken every 3 and/or 9 years. The results were not received at the time this report was completed.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per a state approved sampling site plan. In April, we collected 40 samples. Of the 40 compliance samples, we had 0 total coliform positive sample. The system remains in compliance.

Plant Operations:

- The plant is currently treating 3.6 – 4.2 MGD through the plant
- Plant running smoothly and minimal to no water quality concerns due to source water
- Work with Shimadzu to get a quote for TOC analyzer
- Bacteriological sampling site list given to Public Work for installation of sampling stations
- Bacteriological Sampling Site Plan rewritten; in draft stage
- SCADA pre-con meeting on 4/4
- Thomas Killion stopped by plant to show new employee La Vergne WTP and technology used here to treat water; gave updates on PFAS regulations
- New thermometers for incubators and refrigerators in Bacteriological Lab
- Lost prime of CFE feed pump due to repairs; documented in logbook
- Updated Bacteriological Sampling SOP
- Power Outage SOP created
- Proficiency tests on bacteriological sampling analysis for new hire and Quality Assurance Manager completed
- Process chemicals adjusted to optimize efficiency of treatment process
- Process and chemical pumps were rotated
- Continued to have SCADA challenges, with being kicked out, requiring logging back in, loss of data

Flushing:

Inframark’s annual flushing program will begin in June 2024 and continue until all hydrants and blow-offs listed are sufficiently flushed. Our goal will be to have the program completed before the end of October 2024.

Cross Connection Program:

- The following table shows what was completed in April:

Monthly Cross Connection Report 4/1/24 to 4/30/24			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	54	70	67
Re-survey's	25	25	25

Maintenance & Repair

- There were 132 total work orders assigned and 160 work orders were entered into the computer system as completed in the month of April.
- Raw water sample pump broken; replaced with new sample pump
- Replaced pump stent on Coagulant pump #1
- Worked on obtaining line pressures in preparation of sizing new coagulant pumps
- Ordered polymer pump kits; rebuilt polymer pump #2
- Replaced all tubing on CFE sample pump line, replaced pump heads on CFE pumps
- Sent gas meters to USA Bluebook to have O2 sensors replaced
- KMnO4 drawdown blocked up; cleaned and cleared, working properly
- Replaced packing in raw water pump #3
- Troubleshoot HSP#3 VFD fans
- Work on level transducer in KMnO4 mix tank; Bouchard and Sons out to assist/reset levels
- Rebuilt polymer pump #1 and spare pumps
- Painting of the plant
- Calibrate dry chemical feeders
- Cleaning of the plant

Customer Service

In April, we had two (2) customer complaints; one for low water pressure, and one for high pressure. For the low water pressure complaint, the customer shared on the phone that she had low pressure for 10 years. It was explained to her that it could be her pressure reducing valve (PRV) but someone would be out to get a reading. Our inspector went to the home, pressure was checked and the location had 70psi. The customer was not home during the inspection so when they were contacted, they were advised of the reading and it was suggested they contact a plumber to inspect the PRV if they are not pleased with the current pressure. For the high pressure complaint, the customer wanted to know if she needed a PRV, which was recommended to her by a plumber. The customer was contacted back and a message was left, as she did not answer.

For all complaints, water plant staff either arrived on site or communicated with the customer, assessed the situation, and a follow up call was given (if needed) to each customer to see if the issue had been resolved. No further issues remain.

Financial Update

Caps	Month	Month Total	Monthly Budget	Remaining Balance
Maintenance Cap**	April	\$15,081.57	\$12,627.08	\$92,461.00

**The maintenance cap number for April is an estimate based upon forecasting. This number will be updated after month close.

Health & Safety

Health and Safety Report for the month of April 2024.

- We have gone 5,645 days (15.47 years) without a recordable or time lost injury.
- Safety Topics for this month were Inframark's Heat Related Illness training.
- We had no safety issues in the month of April.

Personnel

Inframark hired Jeremy Street to fill the open Operator I position. Jeremy started on April 15th. The water plant is fully staffed.

Community Involvement

- In April, Inframark was able to sponsor the United Sports League La Vergne Baseball & Softball. This was the first year Inframark has donated to the league but would like to assist the league for many years to come.
- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

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City of La Vergne

**Water Treatment Plant
INFRAMARK, LLC
Monthly Summary
April 2024**

Parameter	Standard	2023	2024*
Vol. Processed (Million gal.)		127.363	124.406
Vol. Delivered (Million gal.)		107.732	102.762
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	3.591	3.425
Maximum Day Finished Flow	MGD	4.566	3.936
Minimum Day Finished Flow	MGD	2.999	2.763
CFE Water Turbidity (Avg)	<0.3 NTU	0.08	0.07
CFE Water Turbidity (Max)	<0.3 NTU	0.54	0.40
Raw turbidity (Max)	N/A	7.69	4.12
Iron (Max Fin)	0.3 mg/L	0.04	0.05
Manganese (Max Fin)	0.05 mg/L	0.061	0.053
Fluoride (Max Fin)	2.0 mg/L	0.848	0.828
Total Coliform	< 5%	0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	1.59	1.48

Chemicals Used	Purpose	Unit	2023	2024*
Sodium Hypochlorite	Disinfection	lbs.	3,315	3,290
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,415	1,342
Fluorosilicic Acid	Fluoride	lbs.	971	599
Powered Activated Carbon	Taste and Odor	lbs.	5,304	6,701
Potassium Permanganate	Oxidation	lbs.	1,370	1,433
Polymer	Blanket Aid	lbs.	784.53	641.37
Aluminum Chloride	Coagulation	lbs.	49,087	56,842

Flushing Program	
No. Flushing Sites	1
Approx. Gallons Used	9,900

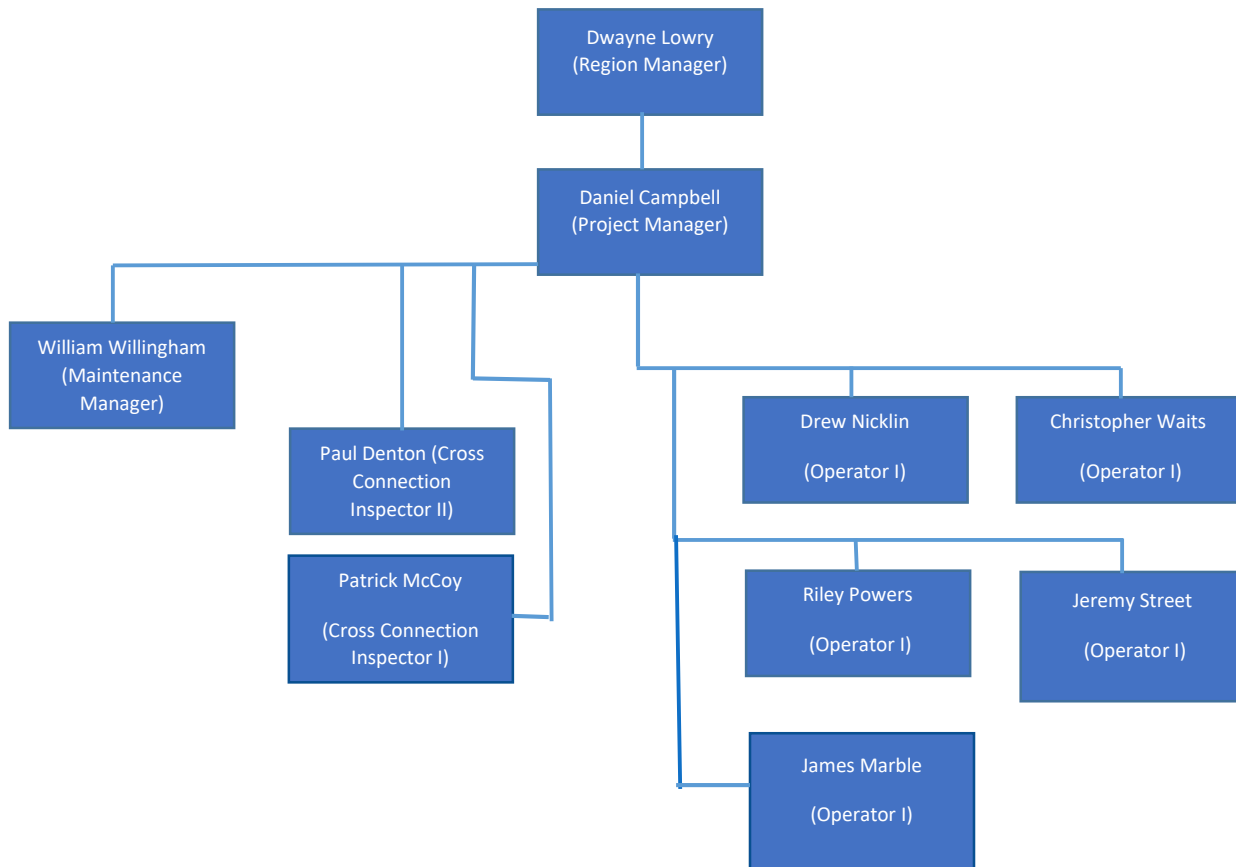
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Maintenance for April	
Maintenance Jan 2024 - Current	\$ 15,081.57
Annual Maintenance Cap	\$ 151,524.96
Remaining Balance	\$ 92,461.00

Membrane Unit
(Million gallons)
Reclaimed

*(Totals are an estimate for April 2024)

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: April

Date Updated: 4/29/24

Equipment is in service

In Service Equipment = 144/149 =
96.64%

Equipment is in service but in need of repair

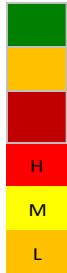
Prepared by: Daniel
Campbell

Equipment is out of service

Must be repaired within 1 week

Must be repaired within 6 months

Included as part of a capital improvement plan



Location/Process	Equipment	Condition	Repair Status	Criticality	Status
Intake/Influent	Intake Pump #1	In Service			
Intake/Influent	Intake Pump #2	In Service			
Intake/Influent	Intake Pump #3	In Service			
Intake/Influent	Raw water sample pump	In Service			
Intake/Influent	KMnO4 pump #1	In Service			
Intake/Influent	KMnO4 pump #2	In Service			
PLANT					
Outside/Influent	Raw water flow meter	In Service			
New side/Influent	Potassium Permanganate feeder	In Service			
New side/Influent	Polymer Pump #1	In Service			
New side/Influent	Polymer Pump #2	In Service			
New side/Influent	Polymer transfer pump	In Service			
New side/Influent	Polymer Mixing tank	In Service			
New side/Influent	Coagulant pump #1	In Service			
New side/Influent	Coagulant pump #2	In Service			
New side/Influent	Carbon Feeder	In Service			
New side/Influent	Carbon Feeder Motor	In Service			
New side/Influent	Air compressor	In Service			
Old side/Influent	Air compressor	In Service			
New side/Influent	Flash Mixer	In Service			
Old side/Influent	Flash Mixer	In Service			
New side/Influent	Superpulsator #3	In Service			
New side/Influent	Superpulsator #4	In Service			
Old side/Influent	Superpulsator #1	In Service			
Old side/Influent	Superpulsator #2	In Service			
Old side/Influent	Superpulator #1 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #1 blowdown valve #2	In Service			
Old side/Influent	Superpulator #2 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #2 Blowdown valve #2	In Service			
New side/Influent	Superpulator #3 Blowdown valve #1	In Service			

New side/Influent	Superpulsator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulsator Vacuum Pump #1	In Service			
New side/Influent	Superpulsator Vacuum Pump #2	In Service			
New side/Influent	Superpulsator Vacuum Pump Spare	Out of Service	Broken and unrepairable; ordered and will be installed once received	M	
Old side/Influent	Superpulsator Vacuum Pump #1	In Service			
Old side/Influent	Superpulsator Vacuum Pump #2	In Service			
Old side/Influent	Superpulsator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			
New Side/Effluent	Finished Turbidity Meter	In Service			

Old Side/Effluent	Backwash Valve #1	In Service			
Old Side/Effluent	Backwash Valve #2	In Service			
Old Side/Effluent	Backwash Valve #3	In Service			
Old Side/Effluent	Backwash Valve #4	In Service			
New Side/Effluent	Backwash Valve #5	In Service			
New Side/Effluent	Backwash Valve #6	In Service			
New Side/Effluent	Backwash Valve #7	In Service			
New Side/Effluent	Backwash Valve #8	In Service			
Old Side/Effluent	Rewash Valve #1	In Service			
Old Side/Effluent	Rewash Valve #2	In Service			
Old Side/Effluent	Rewash Valve #3	In Service			
Old Side/Effluent	Rewash Valve #4	In Service			
New Side/Effluent	Rewash Valve #5	In Service			
New Side/Effluent	Rewash Valve #6	In Service			
New Side/Effluent	Rewash Valve #7	In Service			
New Side/Effluent	Rewash Valve #8	In Service			
Old side/Influent	Supplemental backwash pump	In Service			
Old side/Influent	Bleach Pump #1	In Service			
Old side/Influent	Bleach Pump #2	In Service			
Old side/Influent	Bleach Pump #3	In Service			
Old side/Influent	Phosphate Pump	In Service			
Old side/Influent	Fluoride Pump #1	In Service			
Old side/Influent	Fluoride Pump #2	In Service			
New side/Influent	Spare Air Compressor #1	In Service			
New side/Influent	Spare Air Compressor #2	In Service			
New side/Influent	Spare Air Compressor #3	In Service			
Outside	WTP Emergency Generator	In Service			
Effluent	High Service Pump #1	In Service			
Effluent	High Service Pump #2	Out of Service	Not coupled; motor needs to be coupled and tested but cannot due to VFD	L	
Effluent	High Service Pump #3	In Service			
Effluent	High Service Pump #4	In Service			
Effluent	High Service Pump #5	In Service			
Effluent	Finished Flow Meter	In Service			
Effluent	CL17 - CFE	In Service			
Effluent	CL17 - FIN	In Service			
Effluent	High Service Valve #1	In Service			
Effluent	High Service Valve #2	In Service			
Effluent	High Service Valve #3	In Service			
Effluent	High Service Valve #4	In Service			
Effluent	High Service Valve #5	In Service			

Effluent	High Service Valve PLC #1	In Service			
Effluent	High Service Valve PLC #2	Out of Service	Swapped with HSP5	L	
Effluent	High Service Valve PLC #3	In Service			
Effluent	High Service Valve PLC #4	In Service			
Effluent	High Service Valve PLC #5	In Service			
Effluent	High Service Motor #1	In Service			
Effluent	High Service Motor #2	Out of Service	Motor is functional; Motor needs to be coupled to the pump/tested by WASCON	L	
Effluent	High Service Motor #3	In Service			
Effluent	High Service Motor #4	In Service			
Effluent	High Service Motor #5	In Service			
Lagoon	Pump #1	In Service			
Lagoon	Pump #2	In Service			
Electrical building	High Service Pump VFD #1	In Service			
Electrical Building	High Service Pump VFD #2	Out of Service	Inverter is bad; VFD is obsolete and needs to be replaced; waiting on quote from Eaton	M	
Electrical Building	High Service Pump VFD #3	In Service			
Electrical Building	High Service Pump VFD #4	In Service			
Electrical Building	High Service Pump VFD #5	In Service			
Electrical Building	Harmonic Correction Unit	In Service			
LAB					
Lab	Turbidimeter TU5200	In Service			
Lab	Turbidimeter TU5200	In Service			
Lab	DR3900	In Service			
Lab	Fluoride Probe	In Service			
Lab	Pocket Chlorimeter	In Service			
Lab	pH/Fluoride Meter	In Service			
Lab	PH Probe	In Service			
Lab	Chemtrac Chemical Analyzer	In Service			
Lab	Refrigerator	In Service			
Lab	Incubator	In Service			
Lab	Flouresent Analyzer	In Service			
PALL					
PALL	Air Compressor	In Service			
PALL	Influent Pump	In Service			
PALL	Effluent Pump	In Service			
PALL	Membrane Unit	In Service			
PALL	Bleach Pump	In Service			
PALL	Control Valves	In Service			
PALL	Water Heater	In Service			
PALL	Raw Turbidity Meter	In Service			
PALL	Finished Turbidity Meter	In Service			
PALL	Chlorine probe analyzer	In Service			
PALL	pH Probe	In Service			



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 5. Second Reading - **Ordinance #2024-05** - An Ordinance to amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2024-05

Summary:

This is a budget amendment to allocate funds for the Police Department License Plate Recognition System.

Background Information:

There are two parts related to this budget amendment. As previously noted, Phase 1 of the Solaren Automated License Plate Recognition System was approved by the Board of Mayor and Aldermen on May 4, 2021. The amount the board approved at that time was \$20,000 for the equipment and installation. At that time, we were unaware that there was a need for a subscription plan as we thought it was included in the original amount. The funds for the additional \$23,950 for the subscription plan need to be allocated to make this purchase.

The funds for Phase 2 of the project were originally allocated in the FY 2022-2023 General Fund Budget. The purchase was approved by the Board on October 6, 2022, the equipment was installed, and the department has been using the system. Unfortunately, the vendor did not send any invoices to the city prior to June 30, 2023 so we could pay for it in that year's budget. The invoice for Phase 2 has now been submitted for payment, but the funds were not rolled over into this year's budget. The funds for the \$62,818 need to be reallocated to cover the cost of the invoice.

Financial Summary:

The total budget amendment is \$86,768.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-05

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:

110-42100-949	Police – Other Machinery & Equipment	\$	86,768
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	86,768
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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 _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.A.1. Sourcewell Contract Purchase - Two (2) Hustler Mowers for the Parks & Recreation Department.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Hustler Mowers Quote

Summary:

This will approve the purchase of two Hustler mowers using the Sourcewell Purchasing Agreement.

Background Information:

This request is for the purchase of two mowers. One mower with a 60 inch cutting deck is for the Parks side of the department. The second mower with a 72 inch cutting deck is for the Maintenance side of the department. Both mowers are quoted under the Sourcewell Purchasing Contract.

Financial Summary:

The mower for parks is \$14,333 and the mower for maintenance is \$15,166. The total purchase is \$29,499.00. The funds are available in the current fiscal year's budget.

Staff Recommendation:

Staff recommends approval.



Quote valid for 30 days



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.A.2. OMNIA Partners Contract Purchase - Two (2) Exmark Mowers for the Street Department.

Department: Public Works

Presented By: Michael Dietz - Doug Oakley

Item Attachments: 1. Mac Equipment Quote

Summary:

Street Department is requesting to purchase two new 60' Exmark Mowers.

Background Information:

The new mowers are requested to replace aging units that will later be sold on GovDeals.

Financial Summary:

The cost of the mowers is \$26,878. The request to purchase was for fiscal year 2024 but since we have funds available, we are requesting to make the purchase before the end of the current fiscal year. This will be paid for out of the Street Department budget.

Staff Recommendation:

Staff recommends approval.



Parts, Sales, Service & Rental

Mac Equipment - Murfreesboro

2133 NW Broad
MURFREESBORO, TN 37129
Main: 6155464908

Printed On : 04/22/2024 4:17:10 PM (Sales Rep ::NPP - Contact ID :24883)

Status : **Open**Invoice # : **43058**Type : **Major Unit Quote**Date : **04/22/2024**Contact ID : **27260**

City of La Vergne
Thomas Daniel
148 International Blvd
LA VERGNE, Tennessee 37086
UNITED STATES
6159714094 - Mobile

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N	N/A	EXMAR	LAZER X	ZERO TURN	414987388	\$13,439.00	\$0.00	\$0.00	\$0.00
		K	LZX801GKA606A	MOWER					
			1						
N	N/A	EXMAR	LAZER X	ZERO TURN	414987389	\$13,439.00	\$0.00	\$0.00	\$0.00
		K	LZX801GKA606A	MOWER					
			1						

Sales Notes

ANY AND ALL MAJOR UNIT QUOTES ARE GOOD FOR 30 DAYS ONLY! DUE TO DISTRIBUTION SHORTAGE AND MANUFACTURE PRICE CHANGES MAC EQUIPMENT CANNOT GAURANTTEE A QUOTE FOR MORE THAN 30 DAYS.

Totals		
Sub Total	+	\$26,878.00
*** Invoice Total	=	\$26,878.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$26,878.00
Balance Due = \$26,878.00		

Deposit Paid \$0.00Tax Name

Exempt - Government Non-Profit

Tax Amount

\$0.00

Signature _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.A.3. State Contract Purchase - Nashville Communications - Fire Station 41 Radio System and Station Alerting.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. QUOTE-2592353-1LaVergneFDMotorolla(NewBuilding)

Summary:

Requesting approval of state contract purchase for radio and station alert systems from Nashville Communications.

Background Information:

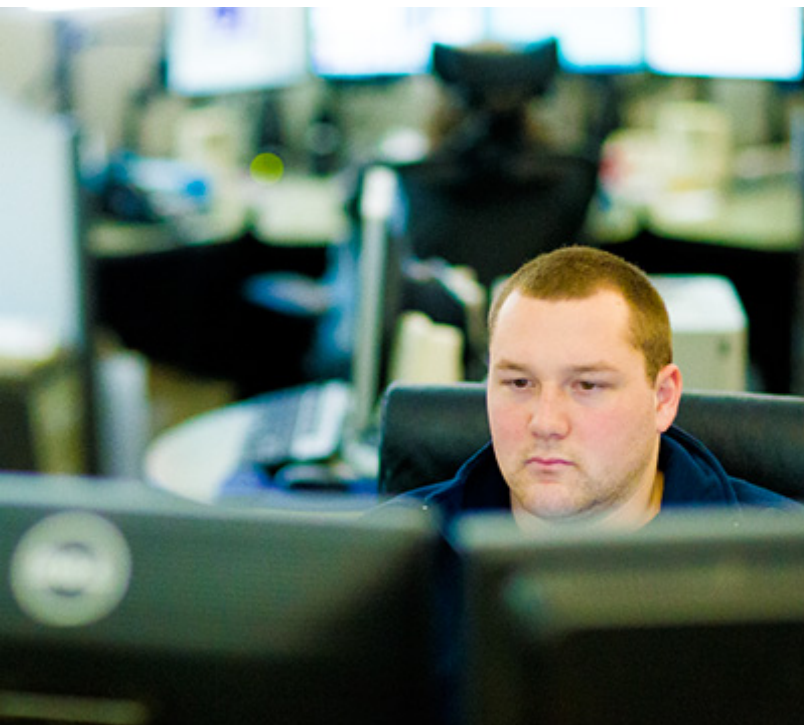
This purchase will incorporate the individual alerting system into the sleeping quarters and the audible tones alerting system within the station. The system will also provide access to the station's radio system. At the conclusion of the project, the funds will be returned from the station contract price.

Financial Summary:

The equipment is within the scope of the station project and included in Line 920, Buildings. The total cost is \$27,498.48.

Staff Recommendation:

Staff recommends approval.



LAVERGNE, CITY OF

La Vergne FD (New Building)

04/08/2024

04/08/2024

LAVERGNE, CITY OF
468 STONES RIVER RD
LA VERGNE, TN 37086

RE: Motorola Quote for La Vergne FD (New Building)
Dear Nick Mathews,

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

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

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

Sincerely,

Chris Scott
Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
FIRE DEPARTMENT
468 STONES RIVER RD
LA VERGNE, TN 37086
US

Quote Date:04/08/2024
Expiration Date:06/07/2024
Quote Created By:
Chris Scott
Account Executive
chrisscott@nashvillecomm.com
615-554-7429

End Customer:
LAVERGNE, CITY OF
Nick Mathews
nmathews@laverghnetn.gov
6155669573

Contract: 21424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ Consolette						
1	L37TSS9PW1AN	ALL BAND CONSOLETTTE	1	\$9,933.04	\$7,151.79	\$7,151.79
1a	GA09001AC	ADD: WI-FI CAPABILITY CONSOLETTTE	1	\$385.00	\$277.20	\$277.20
1b	GA00318AB	ADD: 5Y ESSENTIAL SERVICE	1	\$480.00	\$480.00	\$480.00
1c	L998AB	ADD: LIMITED FRONT PANEL W/CLOCK/VU	1	\$528.00	\$380.16	\$380.16
1d	G996AS	ENH: OVER THE AIR PROVISIONING	1	\$110.00	\$79.20	\$79.20
1e	GA00580AA	ADD: TDMA OPERATION	1	\$495.00	\$356.40	\$356.40
1f	CA01598AB	ADD: AC LINE CORD US	1	\$0.00	\$0.00	\$0.00
1g	G51AT	ENH:SMARTZONE	1	\$1,650.00	\$1,188.00	\$1,188.00
1h	GA05508AA	DEL: DELETE VHF BAND	1	-\$800.00	-\$576.00	-\$576.00
1i	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	-\$576.00	-\$576.00
1j	GA09000AA	ADD: DIGITAL TONE SIGNALING	1	\$165.00	\$118.80	\$118.80
1k	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$523.00	\$376.56	\$376.56



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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$408.24	\$408.24
1m	GA01767AG	ADD: RADIO AUTHENTICATION	1	\$110.00	\$79.20	\$79.20
1n	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$237.60	\$237.60
1p	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	\$0.00	\$0.00	\$0.00
1q	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1	\$110.00	\$79.20	\$79.20
1r	W969BG	ENH: MULTIKEY OPERATION	1	\$363.00	\$261.36	\$261.36
2	HKN6233C	APX CONSOLETTA RACK MOUNT KIT	1	\$200.00	\$144.00	\$144.00
3	HAF4014A	ANT 3DB ELEVATED FEED 762-870	1	\$80.00	\$60.00	\$60.00
4	LSV00Q00202A	DEVICE PROGRAMMING	1	\$321.43	\$321.43	\$321.43
5	LSV00Q00203A	DEVICE INSTALLATION	1	\$7,857.14	\$7,857.14	\$7,857.14
MCD 5000 Deskset System						
6	FKN8695AS	ETHERNET CABLE 10'	4	\$47.00	\$37.60	\$150.40
7	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION	1	\$0.00	\$0.00	\$0.00
8	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	4	\$100.00	\$80.00	\$320.00
9	F2380A	SM,MCD 5000 DESKSET	3	\$2,275.00	\$1,820.00	\$5,460.00
10	F7879B	SM, RADIO GATEWAY UNIT (RGU)	1	\$2,275.00	\$1,820.00	\$1,820.00
11	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH	1	\$1,118.00	\$950.30	\$950.30
APX™ Radio Management RADIO MANAGEMENT						
12	T7914A	RADIO MANAGEMENT ONLINE	1	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
12a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	1	\$110.00	\$93.50	\$93.50
Grand Total				\$27,498.48(USD)		

Notes:

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



Purchase Order Checklist

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

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

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

Bill-To Address

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

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

PO Amount must be equal to or greater than Order Total

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

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

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.B. Approve Contract Amendment with Safe Industries to Include the Purchase of Loose Tools, Equipment, Hose, and Apparatus Equipment for the New Fire Truck and Approve Change Order for the Contingency Fee.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Original Purchase Agreement - 2022-10-10
 2. Amended Purchasing Agreement - 2024-04-09
 3. Change Order #1

Summary:

This will approve a contract amendment and a change order to allow the fire department to purchase the necessary tools and equipment for the new fire engine.

Background Information:

The loose tools and equipment were initially not included in the cost of the new fire engine. We are asking to combine this purchase with the contract for the fire engine. The change order is part of the contingency fees for the graphics and shelving in the compartments.

Financial Summary:

The total cost of the fire truck, including the loose tools, equipment, and hose, will be 791,100. This is included in the budget line #944 - Transportation.

Staff Recommendation:

Staff recommends approval of the contract amendment and change order



SAFE INDUSTRIES

PURCHASE AGREEMENT

Purchaser's Legal Name(s): City of La Vergne Date: 08/29/2022
(Please Print)

Address: 5093 Murfreesboro Road, La Vergne, TN 37086 County: Rutherford

Contact: Fire Chief Ronny Beasley Phone Number: (615) 287-5832
(Please Print)

Mobile Number: _____ Email: rbeasley@lavernetn.gov

YEAR	MAKE <u>E-ONE</u>	MODEL <u>Typhoon</u>	COLOR <u>Black/Red</u>	STOCK NO. <u>SO 145404</u>
VIN		ODOMETER READING ☐ Not Accurate		SALESPERSON <u>Ken Ezell</u>
THE VEHICLE IS:		PRIOR USE DISCLOSURE:		
☒ NEW		☐ USED		
☐ DEMONSTRATOR		☐ FACTORY OFFICIAL		
☐ RENTAL		☐ OTHER		
WARRANTY STATEMENT				
Pursuant to South Carolina Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealer unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealer are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.				
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)				
The information you see on the Buyer's Guide for this Vehicle is part of this contract. Information on the Buyer's Guide overrides any contrary provisions in the contract of sale.				
☐ Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.				
TRADE-IN VEHICLE INFORMATION				
Year:	Make:	Model:	Color:	
Total Price (1 thru 11)			\$699,700.00	
VIN:	Odometer Reading:	Performance Bond		
	☐ Not Accurate	\$0.00		
Total (12 thru 13)			\$699,700.00	
Title No.:	Balance Owed to Lienholder:	Prepayment Discount		
		\$0.00		
Lien Holder:	Account Number:	Less Trade In Allowance		
		\$0.00		
Total Price (14 minus 15 & 16)			\$699,700.00	
Deposit (Down Payment)			\$0.00	
Balance Due			\$699,700.00	
SURCHARGE DISCLOSURE				
Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.				
Authorized Purchaser Initials: <u>JC</u>		Authorized Dealer Initials: <u>KE</u>		
AGREEMENT				
This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.				
Purchaser: <u>Ken Ezell</u>		Date: <u>10/10/22</u>		
Accepted by Authorized Dealership Representative: <u>[Signature]</u>		Date: <u>10/10/22</u>		



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ADDITIONAL AGREEMENTS BETWEEN THE DEALER AND PURCHASER(S)

1. Terms Used In This Agreement: This Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:

- Agreement - Means all of the pages of this Purchase Agreement together with any documents incorporated into this Agreement by reference,
- whether such reference is made in this Agreement or in the document itself.
- You, Your - Means the Purchaser(s) identified in this Agreement.
- We, Us, Our - Means the Dealer that is identified in this Agreement and its Authorized Representatives.
- Manufacturer - Means the company that manufactured the Vehicle.
- Vehicle - Means the Vehicle that you are purchasing from us as described in this Agreement.
- Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.

2. Preconstruction Meeting: Upon request (at time of order) by either party, a preconstruction conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Contract.

3. Change Orders: Changes to this contract may be requested by the Buyer after the execution and the acceptance of this contract by the Dealer. Changes will be reviewed for cost and schedule impact by the Dealer and the Buyer. Changes will be sequentially numbered. Change Orders will be prepared by the Dealer and executed by the Buyer. The price of the Apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders may extend the completion and delivery of the Apparatus, and any such extension shall be specified in the applicable change order or the completion and delivery date of the Apparatus shall be altered by the applicable change order. A Change Order shall be required for any and all Changes to the Specification and/or Loose Equipment.

4. Final Inspection: The Dealer requires, and the Buyer agrees, that the unit will be inspected within seven (7) days of notice that the unit has been completed.

360-390 Calendar Days from Receipt of the Signed and Accepted Contract by the Dealer, Safe Industries. Proposed Delivery Days Subject to Change Based on Shelving and Upfit Modifications Determined by the Department.

5. Delivery Terms: _____

6. Liquidated Damages: (Please Check One. If Yes Complete the section below): ☐ Yes ☒ No

Should the delivery of the Apparatus be delayed, the Dealer has agreed to pay as liquidated damages the sum of \$0.00 per day.

Starting NA days after receipt of signed and accepted Sales Contract by the manufacturer

Starting NA days after receipt of approved Chassis by the manufacturer

The final payment amount will be adjusted based on the total liquidated damages charges. The liquidated damages clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond the Company and/or the manufacturer's reasonable control. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties.



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ADDITIONAL AGREEMENTS BETWEEN THE DEALER AND PURCHASER(S)

7. Performance Bond: ☐ Yes ☒ No

As part of the Dealer's obligations under the terms of this contract, the Dealer shall provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100% of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Dealer and approved by Buyer's insurance agent. The price of the performance bond is included in the total Contract amount set forth in this contract. In the event no payment is due until after final delivery and acceptance of the Apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond.

8. **Tag On / Additional Orders:** At its sole discretion, the Dealer may allow the terms of this contract to be extended to both the Buyer and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Dealer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.

9. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

10. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

11. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

12. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.



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ADDITIONAL AGREEMENTS BETWEEN THE DEALER AND PURCHASER(S)

13. Remedies Upon Rightful Cancellation: You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

14. Purchaser's Default and Dealer's Remedies: In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealer out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under the Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.

15. Governing Law: The terms and conditions of this agreement, including any documents which are a part of this transaction or incorporated herein by reference, and any sale hereunder will be governed by the laws of the state of Tennessee, County of Rutherford. Each party irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement will be brought in a court of record of the state of South Carolina.

16. Entire Agreement and Signing Other Documents: This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.



SAFE INDUSTRIES

AMENDED PURCHASE AGREEMENT 04-09-2024

PURCHASE AGREEMENT

Purchaser's Legal Name(s): City of La Vergne Date: 08/29/2022
(Please Print)

Address: 5093 Murfreesboro Road, La Vergne, TN 37086 County: Rutherford

Contact: Fire Chief Ronny Beasley Phone Number: (615) 287-5832
(Please Print)

Mobile Number: _____ Email: rbeasley@lavernetn.gov

YEAR	MAKE E-ONE	MODEL Typhoon	COLOR Black/Red	STOCK NO. SO 145404
VIN.		ODOMETER READING ☐ Not Accurate	SALESPERSON Ken Ezell	
THE VEHICLE IS:		PRIOR USE DISCLOSURE:		
☒ NEW	☐ USED	☐ DEMONSTRATOR	☐ FACTORY OFFICIAL	☐ RENTAL
		☐ OTHER		
WARRANTY STATEMENT			Price of Vehicle	\$677,700.00
Pursuant to South Carolina Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealer unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealer are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the Buyer's Guide for this Vehicle is part of this contract. Information on the Buyer's Guide overrides any contrary provisions in the contract of sale. ☐ Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.			Shelving/Graphics Contingency	\$22,000.00
			Loose Equipment EST25694	\$85,800.00
			Tire Chains EST26304	\$3,800.00
			Additional Shelving	\$1,800.00
TRADE-IN VEHICLE INFORMATION				
Year:	Make:	Model:	Color:	Total Price (1 thru 11)
				\$791,100.00
VIN:	Odometer Reading: ☐ Not Accurate		Performance Bond	\$0.00
Title No.:	Balance Owed to Lienholder:		Total (12 thru 13)	\$791,100.00
Lien Holder:	Account Number:		Prepayment Discount	\$0.00
*The Deposit/Down Payment received from you is <u>not refundable</u>, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days. X _____ X _____			Less Trade In Allowance	\$0.00
			Total Price (14 minus 15 & 16)	\$791,100.00
			Deposit (Down Payment)	\$0.00
			Balance Due	\$791,100.00

SURCHARGE DISCLOSURE

Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.

Authorized Purchaser Initials: _____

Authorized Dealer Initials: KE

AGREEMENT

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser
Ken Ezell
Accepted by Authorized Dealership Representative

Date
04-09-2024
Date



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ADDITIONAL AGREEMENTS BETWEEN THE DEALER AND PURCHASER(S)

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- whether such reference is made in this Agreement or in the document itself.
- You, Your - Means the Purchaser(s) identified in this Agreement.
- We, Us, Our - Means the Dealer that is identified in this Agreement and its Authorized Representatives.
- Manufacturer - Means the company that manufactured the Vehicle.
- Vehicle - Means the Vehicle that you are purchasing from us as described in this Agreement.
- Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.

2. Preconstruction Meeting: Upon request (at time of order) by either party, a preconstruction conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Contract.

3. Change Orders: Changes to this contract may be requested by the Buyer after the execution and the acceptance of this contract by the Dealer. Changes will be reviewed for cost and schedule impact by the Dealer and the Buyer. Changes will be sequentially numbered. Change Orders will be prepared by the Dealer and executed by the Buyer. The price of the Apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders may extend the completion and delivery of the Apparatus, and any such extension shall be specified in the applicable change order or the completion and delivery date of the Apparatus shall be altered by the applicable change order. A Change Order shall be required for any and all Changes to the Specification and/or Loose Equipment.

4. Final Inspection: The Dealer requires, and the Buyer agrees, that the unit will be inspected within seven (7) days of notice that the unit has been completed.

360-390 Calendar Days from Receipt of the Signed and Accepted Contract by the Dealer, Safe Industries. Proposed Delivery Days Subject to Change Based on Shelving and Upfit Modifications Determined by the Department.

5. Delivery Terms: _____

6. Liquidated Damages: (Please Check One. If Yes Complete the section below): ☐ Yes ☒ No

Should the delivery of the Apparatus be delayed, the Dealer has agreed to pay as liquidated damages the sum of \$0.00 per day.

Starting NA days after receipt of signed and accepted Sales Contract by the manufacturer

Starting NA days after receipt of approved Chassis by the manufacturer

The final payment amount will be adjusted based on the total liquidated damages charges. The liquidated damages clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond the Company and/or the manufacturer's reasonable control. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties.



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ADDITIONAL AGREEMENTS BETWEEN THE DEALER AND PURCHASER(S)

7. Performance Bond: ☐ Yes ☒ No

As part of the Dealer's obligations under the terms of this contract, the Dealer shall provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100% of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Dealer and approved by Buyer's insurance agent. The price of the performance bond is included in the total Contract amount set forth in this contract. In the event no payment is due until after final delivery and acceptance of the Apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond.

8. Tag On / Additional Orders: At its sole discretion, the Dealer may allow the terms of this contract to be extended to both the Buyer and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Dealer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.

9. Your Representations Regarding the Trade-In Vehicle: Any Trade-In Vehicle delivered in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

10. Trade-In Vehicle Payoff: If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

11. Our Appraisal of Your Trade-In Vehicle: If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade -In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

12. Our Right to Increase the Price: We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.



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ADDITIONAL AGREEMENTS BETWEEN THE DEALER AND PURCHASER(S)

13. Remedies Upon Rightful Cancellation: You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

14. Purchaser's Default and Dealer's Remedies: In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealer out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under the Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.

15. Governing Law: The terms and conditions of this agreement, including any documents which are a part of this transaction or incorporated herein by reference, and any sale hereunder will be governed by the laws of the state of Tennessee, County of Rutherford. Each party irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement will be brought in a court of record of the state of South Carolina.

16. Entire Agreement and Signing Other Documents: This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.



**SAFE
INDUSTRIES**

E-ONE Change Order



BSA/BAUD

Customer Name	City of La Vergne	In some cases, the items contained within alter your original purchase specification and/or price. Please carefully review this list and return a signed copy of this letter by April 28, 2024. Delays beyond this timeframe may alter E-ONE's ability to deliver your apparatus to contract requirements, may necessitate price increases to the options, or limit our ability to provide some or all of the changes.
Address	5093 Murfreesboro Road La Vergne, TN 37086	
Change Order #	CO #1	
Date	04.23.2024	
SO #	145404	

Add/ Remove	Part #	QTY	Item Description	Ext Cost/ Credit Per Truck	Change Accepted?
			Jake's Lettering Graphics Package: Add gold & black reflective z stripe on LaVergne Truck Add gold paint break stripes Add gold & black reflective lettering on doors and upper body and for the number plates	\$ 8,273.00	Yes
Add			Fabricate and install one (1) adjustable shelf in compartment L1	\$1,388.00	Yes
Add			Fabricate and install one (1) slide out shelf at top of lower compartment L1	\$1,211.00	Yes
Add			Fabricate and install three (3) vertical dividers for hose storage	\$1,595.00	Yes
Add			Fabricate and install one (1) double sided swing out tool board with PAC TRAC for compartment L2	\$2,489.00	Yes
Add			Fabricate and install two (2) adjustable shelves in compartment R3 in the upper half	\$2,242.00	Yes
Add			Fabricate and install one (1) double sided swing out tool board with PAC TRAC for compartment R2	\$2,489.00	Yes
Add			Fabricate and install one (1) adjustable shelf in compartment R1	\$1,388.00	Yes

Add			Program Vista display, Front scene light activation to be on HOME screen. Full 360 scene light activation to be on other vacant home screen button	\$350.00	Yes
Add			Freight	\$575.00	
Change Order Total				\$ 22,000.00	

Authorized Signature of the Purchaser _____

Printed Name _____

Title _____

Date _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.C. Approve a Letter of Intent for the Purchase of a New Brush Truck from CMI Equipment Sales, Inc. for the Street Department.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. Brush Truck Quote CMI Equipment
2. Letter of Intent

Summary:

Requesting approval to provide a letter of intent for the purchase of a new brush truck for fiscal year 2024-2025.

Background Information:

City staff is requesting the purchase of a new brush truck for fiscal year 2024-2025. Currently, CMI Equipment Sales, Inc. has one truck in stock that they are willing to hold if we can provide a letter of intent to purchase.

Financial Summary:

The total cost of the new brush truck is \$205,000. This item will be paid out of the Street Department budget if approved in the 2024-2025 fiscal year budget.

Staff Recommendation:

Staff recommends approval.



CMI Equipment Sales, Inc.

P.O. Box 1528

Goodlettsville, TN 37070

www.cmiequip.com 615-227-7800

QUOTE - DO NOT PAY

Quote: 01-4836

Date: 11/3/2023

PO:

CustId: C/ LAVERGNE

Cust Email: acctpay@laveragnetn.gov

Phone: (615) 793-6295

Salesperson: NickC

User: Admin

Bill To:

City of La Vergne
5093 Murfreesboro Road
Lavergne, TN 37086

Ship To:

City of La Vergne

Budget Quote

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
TL2	QU	Petersen TL2	1.0000		\$205,000.00		
		PT - Under CDL Grapple Truck					
		Chassis: 2024 International MV607					
		Dump Body: Model HDX-1717 Hardox Body 1/8" Sides, 1/8" Floor					
		Dump Body: Standard Barn Doors for Body					
		Dump Body: Wire Loom For Body Wiring					
		Dump Body: LED Type Body Lights, 15 EA.					
		Dump Body: Amber LED Flashers in Rear Corner Post					
		Dump Body: ANSI Z245 Package					
		Dump Body: Body Color: Black					
		Loader: Loader single color PI orange					
		Loader: HA36 Hydraulic Actuator					
		Loader: Standard Height Pedestal					
		Loader: Quadstick Mech Controls					
		Loader: Grating Heat Shield					
		Loader: HDHI Outtrigger Strobe					
		Loader: Standard Bucket 60"					
		Loader: Boom-up Warning Light/Audible Alarm					
		Loader: Hose Guards - Head & Valve Bank					
		Loader: HD Control Box; Throttle Engine Kill & Horn					
		Total TL2					\$205,000.00
Total:							\$205,000.00

Totals							
					Sub Total:		\$205,000.00
					Total Tax:		\$0.00
					Invoice Total:		\$205,000.00



4-09-2024

RE: Intent to purchase Under CDL Grapple Truck

To whom it may concern:

It is my intention to recommend that the Board of Mayor and Alderman authorize the purchase of the under CDL Grappler Truck, see attached quote, utilizing the Sourcewell Contract 040621-P11 for the total quoted amount of \$205,000.00 with the dealer estimated delivery date being July 2024, during the May 2024 meeting. If you have any questions, please do not hesitate to contact me at 615-793-9891.

Thank you,

A handwritten signature in black ink, appearing to read 'Michael Dietz', written over a horizontal line.

Michael Dietz
Public Works Director
City of La Vergne

April 24, 2024

Mr. Kyle Brown, P.E.
Assistant City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

**RE: WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM SCADA UPGRADES
ENGINEERING SERVICES AGREEMENT AMENDMENT #2 – ADDITIONAL DESIGN SCOPE, CONSTRUCTION, &
WARRANTY PHASE SERVICES
G&M FILE # 442-116**

Dear Mr. Brown,

Griggs and Maloney, Inc. (G&M) appreciates the opportunity to continue assisting the City of La Vergne with engineering services for the City's Water System SCADA Upgrades project.

Per G&M's Phase 1 Proposal dated October 24, 2019, we provided our services for the first of four critical-point phases. Per an Agreement Amendment dated December 9, 2021, Phases 2, 3, and 4 were added to G&M's scope of work. This Agreement Amendment #2 Proposal is to request your approval to continue providing our services for the additional scopes of work that were completed during Phases 2 and 3, an extension of Phase 4 Contract Time, an addition of Phase 5 – warranty assistance, and Phase 6 – continued support with the TDEC ARP Non-Competitive Grant process and related submittals, as defined in the paragraphs below.

Phase 1: G&M proposed to assist the City with developing and conducting a Request for Qualifications (RFQ) process for selection of a SCADA Integrator design partner.

Phase 1 has been completed, where MR Systems of Norcross, Georgia was unanimously ranked to be the top selection by each Evaluation Team member. Phase 1 was completed for the Phase 1 Agreement budget amount of \$48,000.

Phase 2: G&M proposed to assist the City in engaging and facilitating meetings with the selected SCADA Integrator to develop a more detailed scope and begin the design phase of the project determining the specific SCADA components and equipment necessary to perform as desired by the City/City's end users (WTP Operators and Water Distribution Staff). G&M simultaneously developed and designed the additional components for any new or replacement equipment that is related to the monitoring and operation of the City's Water System. (70% design level)

Phase 3: G&M proposed develop the Construction Contract Documents (Plans and Specifications), based on the Design Team discussions and decisions from Phase 2 and with continued coordination and supporting documentation with the SCADA Integrator, to submit for TDEC approval and competitively bid based on the data gathered (100% design level). G&M will assist the City with the bidding and recommendation for award process.

Phase 4: G&M proposed to provide Construction Contract Phase Services, which include assisting the City with Construction Contract execution, assisting with Construction Contract administration tasks (reviewing shop drawings and submittals, reviewing and recommending pay applications, reviewing and recommending any construction contract change orders, if necessary), leading progress meetings, attending periodic site visits, including substantial and final completion. In the prior Amendment to add this Phase, it was estimated the Construction Contract Time period would be approximately twelve (12) months and noted that to please consider that this time frame could vary as the supply and demand for materials and labor continue to change.

Phases 2 and 3 are complete and the Project is now entering Phase 4. During Phases 2 and 3 and upon discussions with City staff, there were some additional scopes of work related to the replacement of equipment and instrumentation at both the Water Treatment Plant and several of the Water Distribution System sites, including by not limited to: designing the replacement of the existing polymer dry batching skid and including an optional bid alternative; converting the existing progressive cavity pumps from DC motors to AC motors with additional monitoring and control capabilities needed by the Water Treatment Plant Operators, along with additional electrical engineering assistance with necessary onsite investigation of modifications from past record drawings to current conditions of the power to this area being changed from original 480V to current 120V and evaluation of the remaining low voltage break panel spare capacity in Blower Room; additional electrical engineering support with investigation and design of removing an existing electrical break panel from the Fluoride Room and installing a new breaker panel in Plant 1 Electrical Room; extensive analysis of the existing potassium permanganate dry batching, bulk mixing, and pumping equipment, monitoring, and control capabilities with the WTP Operators and City staff to determine and finalize the required repairs/replacements in this chemical room; designing replacement of existing pressure and flow monitoring instruments that were not originally planned for replacement until additional evaluation of the water distribution sites revealed they were needed either due to already failing or being at their life expectancy and in-kind replacements no longer being available.

As mentioned above, we are entering Phase 4 (Construction Phase) now. Throughout Phases 2 and 3 and in more detailed discussions with the SCADA Integrator, it became apparent that the Construction Contract Time period would need to be 695 calendar days from the date of the Notice to Proceed to Substantial Completion and 730 calendar days from the date of the Notice to Proceed to Final Completion, which is an additional twelve (12) months from the original estimate. The reason for the additional time is due to an extensive submittals/shop drawings review period with on-site meetings ensuring City/WTP Operator's approval of the process and distribution system screen graphics for each area of the water system, along with long lead time of several components internal to the control panels and the general nature of procurement currently. Based on discussions with the City to date, the City plans to have a City Inspector complete the daily inspection tasks, so G&M resident daily inspection is not included in this Amendment request.

As approved by the Board of Mayor and Aldermen in December 2023 and upon receipt of TDEC's confirmation of the non-competitive grant funding reallocation of funding to this Project in March 2024, the Project was awarded to W&O Construction Company, Inc. on March 7, 2024. A Pre-Construction Conference was held on April 4, 2024 and a Notice to Proceed date of May 1, 2024 has been issued to the Contractor. The Substantial Completion date is March 27, 2026 and the Final Completion date is May 1, 2026.

Phase 5: Warranty Phase Services was not addressed in the initial Proposal from G&M, but was included as a future option in the Amendment #1 Proposal. Given the nature and magnitude of this type of project, it is anticipated there will be time required to assist the City during the warranty period.

We have included an estimate of approximately (twenty) 20 hours per month for the twelve (12) month Construction Contract warranty period that would be billed only as used as Time & Materials per our standard Agreement Terms and Conditions. The Construction Contract warranty period will start on the date of Substantial Completion, which will be finalized at project closeout, but as of right now is set for March 27, 2026 and will end on March 26, 2027. Based on the original SCADA Integrator Selection RFQ, the City will then have the option to enter into a SCADA Service Contract with the performing SCADA Systems Integrator for additional maintenance and support of the upgraded system.

Phase 6: The U.S. Federal Government distributed "State American Rescue Plan (ARP)" funds to the state of Tennessee, in which the state tasked TDEC with distributing to each eligible community through a new State Water Infrastructure Grant program. In order for a community to receive their designated funding, a non-competitive grant application was required to be submitted meeting specific criteria and has followed with several project specific TDEC required submittal phases through the state's Grant Management System (GMS). G&M and the City have worked very closely and diligently to ensure the City is eligible to be awarded the City's allotted funding in full and are continuing to work through each of TDEC's submittal stages to ensure the grant funding reimbursements will be made as the construction of this Project progresses. When we submitted the Agreement Amendment #1 to add Phases 2, 3, and 4, the assistance with the ARP non-competitive grant process was not known and, therefore, not included in our original scope of work.

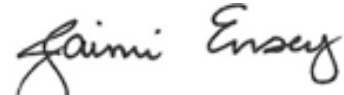
There are additional TDEC ARP Non-Competitive Grant requirements and submittals during the Construction Phase, as well, and we are including approximately 100 hours of additional time to assist the City with meeting these requirements over the course of the next 2.5 years. This additional time will only be billed as used as Time and Materials per our standard Agreement Terms and Conditions.

G&M proposes to provide the additional services described above on a time and expense basis for an estimated cost not to exceed \$255,000. Please see the table on Page 4 for a summary of the Project budget. G&M proposes to provide these services under the conditions of original Proposal dated October 24, 2019.

We appreciate the opportunity to continue working with the City of La Vergne on this project. If you have any questions regarding this proposal, please do not hesitate to contact me by telephone at (615) 895-8221 or by email at jensey@griggsandmaloney.com. If this proposal is acceptable to the City, please have the appropriate person sign this letter and return to me to authorize G&M to proceed.

If you have any questions or concerns regarding this proposed amendment, please do not hesitate to contact me.

Sincerely,
GRIGGS & MALONEY, INC.



Jaimi Ensey, P.E.
Senior Engineer

GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.
President

ACCEPTED BY CITY OF LA VERGNE

By (Name Printed)

By (Signature)

Title

Date

Copy: Mr. Bruce Richardson, City of La Vergne
Ms. Juliet Williams, City of La Vergne

City of La Vergne Water System SCADA Upgrades (ARP DW-COSD-1) Engineering Services Estimate of Probable Cost				
Proposal Phase No.	Description	T&M NTE Budget Proposals		
		Original	Amendment #1	Amendment #2
Phase 1	SCADA Integrator RFQ & Selection	\$48,000.00	-	-
Phases 2, 3, & 4	Investigation/Preliminary Design, Bid Plans & Specs, Bidding Phase, 24 Month Construction Phase, Electrical Engineering Support	-	\$177,000.00	\$180,360.00
5	Warranty Phase Assistance	-	-	\$46,000.00
6	ARP Non-Competitive Grant related tasks/submittals during Phases 3 & 4	-	-	\$28,640.00
Sub-Totals of Each Proposal Amendment		\$48,000.00	\$177,000.00	\$255,000.00
Project Total T&M NTE Budget		\$480,000.00		

Construction Contract Amount: \$4,891,532.00



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.E. Approve Amendment #3 to the Agreement with Kimley-Horn for the Blair Road West Extension Project – Additional Environmental and Design Work.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Blair Road West - Amendment 03 to Client Agreement REVISED 2024 04 17

Summary:

Environmental Scope Change: In the original scope for the Environmental Permitting task, it was stated that the scope and fee was based on the need for a Nationwide #14 permit and a General ARAP / 401 Quality Certification. Based on the now proposed impacts, it has been determined that the project will require an Individual ARAP and an Individual Section 404 / 10 Permit. This task represents the revised scope and fee associated with the preparation of these permits.

Design Scope Change: The city staff has requested that the design be modified to continue the widening of Carothers Road down to the existing bridge over the unnamed tributary of the East Branch of Hurricane Creek. This is to improve the road to two 12-foot driving lanes, two 4-foot shoulders, and roadside ditches. It is the belief of staff that this will improve the safety of driving through this area.

Background Information:

The city entered into a Professional Services Agreement with Kimley-Horn in November 2020 to provide professional services relating to the Blair Road West Extension Project.

The total cost of that agreement was a not to exceed cost of \$395,000. The contract has been modified twice: Amendment 01 was for \$56,300 and Amendment 02 was for \$12,685. The total value of the contract with those two amendments is \$463,985.

Financial Summary:

Amendment 03 breaks down as follows:

Environmental Change:	\$20,000.00
Design Change:	<u>\$18,200.00</u>
TOTAL	\$38,200.00

Blair Road West Extension has a Street Capital Project Budget for FY 2023/2024 of \$1,045,000. Under \$783,985 is presently allocated. Therefore, this amendment fits into the existing budget.

Staff Recommendation:

Staff recommends approval.

**AMENDMENT NUMBER 03 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 03 dated April 17, 2024 to the agreement between the City of La Vergne, Tennessee ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 04, 2020 ("the Agreement") concerning Blair Road West Extension (the "Project").

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

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

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

Task 8 – Environmental Permitting

Once design of the Right-of-Way plans was complete, Kimley-Horn reached out to a local environmental subconsultant (Lord & Winter) to discuss the required environmental permitting based on the current set of Right-of-Way plans. In the original scope for the Environmental Permitting task, it was stated that the scope and fee was based on the need for a Nationwide #14 permit and a General ARAP / 401 Quality Certification. Based on the now proposed impacts, it has been determined that the project will require an Individual ARAP and an Individual Section 404 / 10 Permit. This task represents the revised scope and fee associated with the preparation of these permits.

Task 8.3 – Nationwide 404 Permit and Individual ARAP / 401 Water Quality Certification

Based on the assumed impact of the proposed culvert at the East Branch of Hurricane Creek, Lord & Winter will prepare the applications to submit for an Individual ARAP (Form CN-1091) and an individual Section 404 / 10 Permit. Lord & Winter will submit the applications to the U.S. Army Corps of Engineers (USACE) and TDEC, respectively. The City of La Vergne shall be responsible for all permitting and review fees associated with this task.

Task 8.4 – Environmental Technical Studies

In order to complete the environmental permit applications, three (3) separate environmental technical studies shall be completed by Lord & Winter to assess the current condition of the site. The results of these studies will help to determine the amount of impact fees that will be required by the project. The environmental technical studies consist of the following:

Existing Conditions Assessment – Lord & Winter will conduct an existing conditions assessment on the aquatic resources proposed for unavoidable impact. The existing conditions assessments will be utilized in the development of the Projects Compensatory Mitigation Plan (CMP).

Desktop Rare, Threatened, & Endangered Species Review – Lord & Winter will conduct a records review from US Fish and Wildlife Service and summarize in a Desktop Endangered Species Review Report. A clearance request will be submitted to the following state agencies: Tennessee Wildlife Resources Agency and Tennessee Natural Heritage Program.

Desktop Cultural Resource Review – Lord & Winter will conduct a Desktop Cultural Resources Review for the extents of the project limits. Results will be documented in a letter report of findings. Methods will generally comply with National Historic Preservation Act – Section 106 Standards.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

Task 8 Kimley-Horn Deliverables:

1. Individual ARAP Permit Application (1 electronic copy, Adobe PDF format, to the City and to TDEC)
2. General 401 water Quality permit application (1 electronic copy, Adobe PDF format, to the City and to USACE Nashville District)

Task 13 – Carothers Road Design Revision

Based on a recent conversation between the City of La Vergne and Kimley-Horn during a project meeting on 03/18/2024, it is understood that the City would like to modify the current design of the project along Carothers Road. The discussed design revision would consist of the following improvements:

- Extend the beginning of the project on Carothers Road to the existing bridge over East Branch Hurricane Creek.
- Widen the existing section of Carothers Road to include two 12' lanes and a 4' shoulder from the existing bridge to the proposed roundabout.
- Establish a new proposed ditch on both sides of Carothers Road

Task 13.1 – Road Design Revisions

Kimley-Horn will update the current right-of-way (ROW) design plans to include the design change to Carothers Road. The design changes will be in accordance with TDOT's Roadway Design Guidelines and current City of La Vergne roadway design standards. The following plan sheets will be modified to illustrate the design change to Carothers Road.

- Title Sheet
- Roadway Typical Sections
- Detail Sheets
- Property Map and Right-of-Way Acquisition Table
- Right-of-Way Layout
- Present Layout
- Proposed Layout
- Mainline/Sideroad Profiles

- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Marking
- Roadway Cross Sections
- Traffic Control Plans

Task 13.2 – Right of Way Exhibits and Description Revisions

Kimley-Horn, through our surveying subconsultant, Wilson & Associates (W&A), will revise up to two (2) previously produced exhibits / descriptions and produce up to two (2) new exhibits / descriptions for the required right-of-way and easements based on the proposed design changes at Carothers Road. Permanent right-of-way and permanent drainage easements will be described by meets and bounds. Temporary slope easements and temporary construction easements will be described in a general nature and will include the square footage and acreage of the easement to be acquired.

Task 13.3 – Right of Way Staking Revisions

Kimley-Horn, through W&A, will update the previously staked permanent right-of-way and easements for up to two (2) previously staked properties and up to two (2) new properties based on the proposed design changes at Carothers Road. W&A will field locate the permanent right-of-way, temporary construction easements, and permanent drainage easements for impacted properties. In fully developed or paved areas spray marking will be used to note the locations of proposed acquisitions. W&A will mark the proposed right-of-way, proposed permanent drainage easements, and proposed construction easements only. Staking / marking will be placed by the following methods:

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

Task 13 Kimley-Horn Deliverables:

1. Revised Right-of-Way plans package (one electronic copy, Adobe PDF Format)
2. Exhibits and Legal Descriptions for up to four (4) additional properties (one electronic copy of each, Adobe PDF Format)
3. Right-of-Way Field Staking for up to four (4) additional properties

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services. Prior to the work commencing on the additional services, the Client will be notified of this scope change and a change order for the additional services provided. Once approved, the scope of work will be performed and billed as a new task number.

SCHEDULE

Kimley-Horn will complete the services listed in accordance with a mutually agreed upon schedule. Upon receipt of the fully executed letter agreement, Kimley-Horn can begin work.

FEE AND BILLING

Kimley-Horn will perform the services in Task 8 and 13 on a labor fee plus expenses basis. The fee listed below for Task 8 will be added to the existing task fee to raise the overall maximum fee. Task 13 will be set up as a new project task on the project. The maximum fee to be added to each task is summarized below.

Task 8 – Environmental Permitting	\$20,000
Task 13 – Carothers Roadway Design Revisions	\$18,200
Tasks 8 & 13, Additional Fee (Maximum Labor / Expense Fee)	\$38,200

CITY OF LA VERGNE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: Chris D. Rhodes

(Print Name and Title)

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

Date: _____

Date: April 17, 2024



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.F. Approve Amendment #24-1 to Contract #2426-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments:

1. La Vergne Senior Center - GNRC CONTRACT ORIGINAL
2. LaVergneSC-GNRC AMENDED CONTRACT

Summary:

This is an amendment to the original contract with GNRC for the senior center.

Background Information:

This contract amendment provided by GNRC adjusts the budget pages to include the proper required match for senior center services. The original contract was signed by the Mayor on July 7, 2023. Our responsibility in the grant budget is increasing from \$2,610.78 to \$12,357.78 and will increase in the ARP from \$0.00 to a match of \$3,564.00. According to GNRC - based on the year to date financial reports - the city's match requirement (including the increase) has already been met.

Financial Summary:

This amendment increases the city's obligation to \$13,311.00 which should have already been met.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

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

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

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

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

Grantee Entity Type: Government
Grantee FEIN: 62-0890630

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

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

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

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

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

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

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

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

B. TERM OF GRANT CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

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

documentation and be presented to:

Accounting@gnrc.org

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

The Agency:

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

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

The Grantee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

The Grantee shall comply with the following:

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

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

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

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

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

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

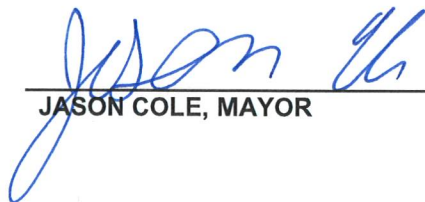
E.7. Intentionally Omitted.

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

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

AGREED:

CITY OF LA VERGNE - LA VERGNE SENIOR CENTER:



 JASON COLE, MAYOR

7-11-23

 DATE

GREATER NASHVILLE REGIONAL COUNCIL:

 MICHAEL SKIPPER, EXECUTIVE DIRECTOR

 DATE

ATTACHMENT A

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

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

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

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services

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

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

ATTACHMENT A

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

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

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

ATTACHMENT A

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

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

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

Federal Award Identification Worksheet

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



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # LaVergneSC-G	Edison ID	Contract # 2426-17	Amendment # 24-1	
Grantee Legal Entity Name City of La Vergne - La Vergne Senior Center				
Grantee Entity Type Government				
Amendment Purpose & Effect(s) Update budget				
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: 6/30/2024		
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A): \$ 0.00				
Funding —				
FY	State/Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$36,808.00			\$36,808.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL:	\$36,808.00	\$ 0.00	\$ 0.00	\$36,808.00

**AMENDMENT 24-1 BETWEEN
THE GREATER NASHVILLE REGIONAL COUNCIL AND
CITY OF LA VERGNE - LA VERGNE SENIOR CENTER
TO CONTRACT 2426-17**

This Amendment is by and between the Greater Nashville Regional Council, a Tennessee governmental entity ("Agency" or "GNRC"), and City of La Vergne - La Vergne Senior Center ("Grantee"). Reference is made to Contract 2426-17 with an Effective Date of July 1, 2023 for the provision of senior center services ("Contract"). In order to more fully accomplish the objectives of the Contract, the parties enter into this Amendment.

Grantee Entity Type: Government
Grantee FEIN: 62-0890630

Section D.2 of the July 1, 2023 contract allows written amendments to the Contract.

The Contract is amended as follows:

1. Attachment A (Grant Budget) is amended by deleting the original Attachment A and substituting the revised Attachment A, attached and incorporated herein.

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

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2023 ("Effective Date"). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

AGREED:

CITY OF LA VERGNE - LA VERGNE SENIOR CENTER:

JASON COLE, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

ATTACHMENT A

GRANT BUDGET				
Senior Center Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2023	END: June 30, 2024	
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4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$33,244.00	\$12,357.78	\$45,601.78
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$33,244.00	\$12,357.78	\$45,601.78

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

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

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:
Senior Center Services

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

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

ATTACHMENT A

GRANT BUDGET				
Senior Center Services - ARP				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2023	END: June 30, 2024	
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1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$3,564.00	\$3,564.00	\$7,128.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$3,564.00	\$3,564.00	\$7,128.00

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

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

ATTACHMENT A

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

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

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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.G. Approve Contract Modification #1 with TTL, Inc. for Structural Inspection Services for the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: None

Summary:

This is a Contract Modification to increase the ceiling for the Time & Materials Structural Inspection Contract with TTL, Inc. for the Public Works and Community Development Services Building. This would modify section 2.01 of the contract to have the not-to-exceed amount be \$160,000. This replaces the previous ceiling of \$100,000. It is a \$60,000 increase.

There are sufficient unallocated funds within the existing approved budget to accommodate this increase. Therefore, no change to the project budget is needed.

Background Information:

Due to significant issues with the soils underneath the proposed building, additional testing and inspections have been requested by the contractor (Baron Construction LLC). This has required a large amount of extra hours to be spent on the project by TTL, Inc. personnel.

Financial Summary:

There are sufficient unallocated funds within the existing approved budget to accommodate this increase. Therefore, no change to the project budget is needed.

**Budget Update as of 16 April
2024**

Item	Budget	Remaining
Baron Contract	\$27,395,425.60	\$17,987,143.90

Lambe + Associates	\$161,115.50	\$67,754.73
TTL. Inc (Structural)	\$160,000.00	\$70,421.88
Unallocated	\$83,458.90	\$82,625.90
TOTALS	\$27,800,000.00	\$18,207,946.41
	Percent Spent	34.50%
	Percent	65.50%
	Remaining	

Staff Recommendation:
 Staff recommends approval.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.H. Approve Change Order #2 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. CTI Amendment No 2

Summary:

This is an amendment to the Agreement for Engineering Services with CTI Engineers, Inc. that was originally approved by the Board in May 2018.

Background Information:

This change order is for the Upper Chaney Woods Interceptor, which will make modifications to the Fergus Road Pump Station sluice gate in addition to increasing the final reaches of the interceptor and realigning the 10" and 12" sewer which will require some additional engineering services not included in the Basic Services. These include additional coordination and plan modifications for the changes mentioned above.

Financial Summary:

The amount of these additional services shall not exceed \$3,770.00.

Staff Recommendation:

Staff recommends approval.



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

April 19, 2024

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

Subject: City of La Vergne, Tennessee
Upper Chaney Woods Interceptor Sewer, Segments 4 and 3
CTI Project N18003

Dear Mr. Richardson:

As the construction of the subject project has progressed, a change order to make modifications to the Fergus Road Lift Station and the remaining interceptor reaches has been requested which will require additional services beyond the amount anticipated in our original Agreement.

This additional work consists of coordinating and making plan modifications for use by the Contractor to install the modifications per Change Order Number 2. The additional fee to our Construction Phase Services for this work will not exceed \$3,770.00

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

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

Sincerely,



John W. Gahring, Jr., PE, BCEE

Enclosures

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

M:CTI/N18003/Correspondence/Letter/Bruce Richardson – Amendment 2 041924

**AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated May 7, 2018, and amended July 10, 2020, to perform certain professional services in connection with the proposed Upper Chaney Woods Interceptor Sewer, Segments 4 and 3, as identified in the Fergus Road Drainage Basin Corrective Action Plan (CAP) prepared by CTI dated September 2017 (hereinafter referred to as the project); and

WHEREAS, additional services are required for the coordination and plan modifications in conjunction with the modifications made to the Fergus Road Lift Station per Change Order No. 2 beyond the amount anticipated in the original Agreement; and

WHEREAS, CTI will continue to provide the professional services required as an Additional Service to our Agreement for Engineering Services.

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

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

Service	Fee Basis	Amendment 1	Amendment 2
		Fee	Fee
Bidding and Design Phase Services	Lump Sum	\$ 126,400.00	\$ 126,400.00
Construction Phase Services	Lump Sum	42,125.00	45,895.00
Topographic Surveys	Cost Plus	27,000.00	27,000.00
Easement Preparation & Permit Applications	Cost Plus	<u>40,000.00</u>	<u>40,000.00</u>
TOTAL FEE		\$235,525.00	\$239,295.00

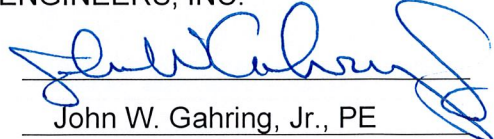
- 2) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 2 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____
Name Jason Cole
Title Mayor
Date _____

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

By 
Name John W. Gahring, Jr., PE
Title Vice President
Date _____



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

VIA EMAIL

April 22, 2024

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

Subject: City of La Vergne, Tennessee
Upper Chaney Woods Interceptor Sewer
Segments 4 and 3
CTI Project N18003

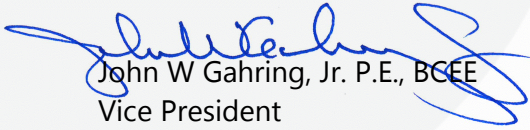
Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order Two (2) for the subject project. The change order increases the contract amount by \$361,785.80 to \$5,949,211.32. This change order is for the installation of 150, 408, 40, and 10 linear feet of 24-inch, 21-inch, 12-inch, and 10-inch PVC gravity sewer, respectively, and appurtenances. This work also includes the removal and replacement of the influent sluice gate on the Fergus Road Lift Station. This increase equates to less than 1 percent of the original Contract price.

The change order also increases the contract time and additional 120 days for a new date of completion of October 31, 2024.

If the City concurs with this change order, please sign, date, and return a copy to me. If you have any comments or questions, please do not hesitate to call.

Sincerely,



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

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Scott Tatalovich, Utilities Engineer
Mr. Michael Dietz, Public Works Director
Mr. Gary Lide, PE, City Engineer
Mr. David Eatherly, Isinguard Construction Group, Inc.

CHANGE ORDER

Order No. 2

Date: 4-17-2024

Agreement Date: _____

NAME OF PROJECT: Upper Chaney Woods Interceptor Sewer (Segments 4 and 3)

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Mofield Brothers Construction Co., LLC

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$ 5,896,082.00

Current Contract Price adjusted by previous Change Order \$ 5,587,425.52

The Contract Price due to this Change Order will be

increased ~~decreased~~ by: \$ 361,785.80

The new Contract Price including this Change Order will be \$ 5,949,211.32

Change to Contract Time

The Contract Time will be increased/decreased by 120 calendar days.

The date for completion of all work will be October 31, 2024 (date).

Justification

See Attached

Accepted by: David R. Eatarchy (Contractor)

Recommended by: James A. Moore 4/17/24 (Engineer)

Ordered by: _____ (Owner)

Item		Bid Quantity	Unit	Estimate Unit Price	Estimate Value
Estimate Item No.	Description				
1	10" PVC Gravity Sewer	10	LF	\$ 221.00	\$ 2,210.00
2	12" PVC Gravity Sewer	40	LF	\$ 226.00	\$ 9,040.00
3	21" PVC Gravity Sewer	408	LF	\$ 358.00	\$ 146,064.00
4	24" PVC Gravity Sewer	150	LF	\$ 375.00	\$ 56,250.00
5	60" Manhole with Frame and Casting	2	EA	\$ 8,474.40	\$ 16,948.80
6	72" Manhole with Frame and Casting	1	EA	\$ 15,943.00	\$ 15,943.00
7	Existing 10" Gravity Sewer Connection to New Manhole	1	EA	\$ 890.00	\$ 890.00
8	Existing 12" Gravity Sewer Connection to New Manhole	1	EA	\$ 1,080.00	\$ 1,080.00
9	Removal and Installation of sluice gates	1	LS	\$ 53,760.00	\$ 53,760.00
10	Core of wetwell wall to new pipe diameter	1	LS	\$ 4,670.00	\$ 4,670.00
11	16" Force main relocation	155	LF	\$ 225.00	\$ 34,875.00
12	16" Valve	1	LS	\$ 4,870.00	\$ 4,870.00
13	Trench Width Pavement Replacement (Type 1)	50	SY	\$ 98.00	\$ 4,900.00
14	Manhole Drop Connection	1	EA	\$ 3,410.00	\$ 3,410.00
15	Seeding and Mulching	1	LS	\$ 475.00	\$ 475.00
16	Siltation and Erosion Control	1	LS	\$ 1,100.00	\$ 1,100.00
17	Sewer Flow Control	1	LS	\$ 5,300.00	\$ 5,300.00
Total					\$ 361,785.80



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.J. Approve Amendment #2 to the Engineering Services Contract with Ragan-Smith-Associates for South Waldron Road Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. 2024.04.22_South Waldron - LaVergne Amendment #2

Summary:

The original contract for this design work stated the following: “Once the Right-of-Way design plans have been approved by the City, RaganSmith will coordinate with the City to determine the appropriate tasks, services, and project phasing required to be performed by RaganSmith to complete design, bidding, and construction of Waldron Road Widening project.”

The Right-of-Way design plans are near completion and a proposal was requested by the city for RaganSmith to provide the services required to get the project to construction as listed above.

This amendment is the result of that proposal request and includes the following:

- Project Management and Coordination
- Right-of-Way Acquisition Phase Services
- Construction Plans
- Ecology Services
- Permitting
- Bid Phase Services
- Waldron Road design revisions / Gwynne Farms Improvements (Lump Sum)
- Waldron Road Scope Revisions (Lump Sum)

Construction Administration services are NOT included within this amendment.

Background Information:

The city entered into a Professional Services Agreement with RaganSmith on 20 September 2021 to provide professional services relating to the South Waldron Road Widening Project.

The total cost of that agreement was a not to exceed cost of \$837,000. The contract has been modified once: Amendment 01 was for \$9,500. The total value of the contract with the first previously-approved amendment is \$846,500.

Financial Summary:

Amendment 02 breaks down as follows:

Project Management and Coordination	\$ 24,000.00
Right-of-Way Acquisition Phase Services	\$ 320,000.00
Construction Plans	\$ 608,000.00
Ecology Services	\$ 20,000.00
Permitting	\$ 25,000.00
Bid Phase Services	\$ 42,500.00
Waldron Design Revisions / Gwynne Farms Improvements	\$ 11,500.00
Waldron Road Scope Revisions	\$ 27,500.00
Estimated Project Expenses	\$ <u>3,500.00</u>
TOTAL FEES	\$1,082,000.00

South Waldron Road Widening has a Street Capital Project Budget for FY 2023/2024 of \$4,426,877. \$226,268.37 has been spent to date. Therefore, this amendment fits into the existing approved budget.

Staff Recommendation:

Staff recommends this amendment.

April 22, 2024

VIA ELECTRONIC MAIL: glide@laverqnetn.gov

Mr. Gary Lide, P.E.
Director of Engineering
City of LaVergne (Client)
5175 Murfreesboro Road
La Vergne, Tennessee 37086

**RE: AMENDMENT 2
 SOUTH WALDRON ROAD
 FROM SOUTH OF CHARTER PLACE TO NORTH OF ROCK SPRINGS ROAD
 LAVERGNE, TENNESSEE**

Dear Gary,

Ragan-Smith-Associates, LLC, f/k/a Ragan-Smith-Associates, Inc., (**RaganSmith**) is pleased to offer this addendum to professional services outside the Scope of Services within the original contract dated August 23, 2021. Your acceptance of this addendum acknowledges that the attached Contract Terms and Conditions are agreeable and are incorporated by reference.

PROJECT

Client has proposed widening improvements of South Waldron Road from just south of the intersection of Charter Place to just north of Rock Springs Road, a distance of approximately 2.5 miles. The widening improvements will consist of a varying proposed typical section in terms of future roadway width and section type (rural/urban), traffic signal upgrades, water distribution improvements, retaining walls, sanitary sewer utility crossings, and roadway lighting.

RaganSmith has added to its team the subconsultant services of TTL, Inc. to assist with geotechnical exploration, Kimley-Horn for water, lighting, and retaining wall design, and Civil & Environmental Consultants, Inc. for jurisdictional delineation and endangered species assistance. **RaganSmith** will add additional subconsultants as needed.

SCOPE OF SERVICES

With Phases 1.0 Preliminary Design Phase and 2.0 Right-of-Way Design Phase completed, the scope of services for this supplemental contract for 3.0 Final Design Phase Services are as follows:

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



I. PHASE 3.0 - FINAL DESIGN PHASE SERVICES

A. Project Management and Coordination

The purpose of this task is to plan, organize and implement the tasks stipulated in this scope of services in a timely manner. The team anticipates periodic meetings and conference calls with the city staff in order to coordinate local requirements and decision-making without interruption to the overall schedule and progress of the project development and approval.

The scope for this task is further described below:

- Periodic progress meetings with the **Client** during project development
- Meeting agendas, meeting minutes, action items (when appropriate)
- Internal team meetings / action items / coordination
 - Coordination with subconsultants
 - Contracting
 - Deadlines and project status
 - Requirement changes/avoidance issues/integration with other project elements

B. Right-of-Way Acquisition Phase Services

It is understood that the **Client** will manage, perform appraisals, and negotiate all right-of-way and easement acquisitions along the Waldron Road Corridor.

After approved right-of-way plans are complete, **RaganSmith** will provide right-of-way acquisition support services for up to 126 tracts and this effort will consist of:

Property exhibits and legal descriptions

RaganSmith will provide property exhibits detailing the right-of-way and/or easement acquisition areas required for up to 126 tracts. On each exhibit the proposed right-of-way and permanent drainage easements will be shown (if applicable) and labeled with metes and bounds. Slope and construction easements will be shown on the appropriate line style and labeled. All acquisition areas will have the total area labeled on the exhibit.

For each impacted tract, legal descriptions will be required for right-of-way and easement acquisition areas. Slope and construction easements will be described in more general terms without full metes and bounds. Proposed right-of-way and permanent drainage easements will be described with metes and bounds.

Right-of-way property staking

RaganSmith will perform field surveying using conventional ground surveying methods. Wooden stakes or temporary paint (paved areas) will be used to mark the following elements:

- Proposed right-of-way (at property lines and all breaks)
- Permanent drainage easements (at all breaks)
- Construction easements (at 50' increments)
- Existing ROW (at all breaks)

Acquisition team coordination

RaganSmith will coordinate with the acquisition team to answer survey and design related questions, provide engineering background to current design features, discuss feasibility of alternative concepts and general cost ramifications.



Row Plans Revisions

The number and magnitude of ROW revision request is unknown at this time, but based on previous experience and the number of tracts, we have allotted the following time for this effort.

RaganSmith has budgeted 2 team members for up to 80 hours each to perform revisions to the final right-of-way plans as required due to property owner changes, negotiated property owner requests, or existing condition changes.

Additional Survey

RaganSmith has budgeted a 2-man survey crew and office staff for 5 days, respectively, to provide updates to the project survey during the right-of-way acquisition and construction phase of this project. These updates may include property owner changes/revisions, additional areas needed to aid the project design, and to capture existing condition changes due to adjacent development or infrastructure projects.

C. Construction Plans

Following the completion and approval of the right-of-way plans, **RaganSmith** will prepare final construction plans guided by TDOT's specifications and standard drawings.

It is understood the construction plans will be bid as one plan set. The construction phasing of the project will be broken into three (3) segments:

- Segment 1 – Blair Road to Rock Springs Road
- Segment 2 – Charter Place to Silver Birch Lane / Debbie Lane
- Segment 3 – Silver Birch Lane / Debbie Lane to Blair Road

The construction plans will consist of the following sheets:

- Title Sheet
- Sheet Index and Standard Roadway Drawings
- Estimated Roadway Quantities
- Typical Section and Pavement Schedule
- General Notes
- Special Notes
- Environmental Notes
- Tabulated Quantities (as appropriate)
- Detail Sheets (if applicable)
- Right-Way-Notes, Utility Notes, Utility Owners
- Right-of-Way Acquisition Tables and Property Maps
- Present Layouts
- Proposed Layouts
- Proposed Profiles
- Side Road Profiles
- Private Drive, Business, and Field Entrance Profiles
- Drainage Maps
- Erosion Prevention and Sediment Control Plans (3 phases per project segment)
- Signing and Marking Plans
- Traffic Control Plans (3 phases per project segment)
- Lighting Plans
- Water Plans
- Retaining Wall Plans (up to 6 retaining walls)
- Signal Plans



- Roadway Cross Sections
- Side Road Cross Sections

Signal Plans

RaganSmith will prepare final signal plans for the following intersections:

- Lake Road and Blair Road – full signalization
- Carothers Road – conduit and pull box layout
- Charter Place – modification to existing signal as required for proposed roadway improvements.

Retaining Wall Design

Through a subconsultant, the RaganSmith team will provide engineering services for up to six (6) earth retaining wall structures as detailed below.

Wall # 1 – Gravity or cast-in-place concrete (CIP) – 7' maximum height – 150 lf in length

Wall # 2 – CIP or soldier pile – 8' maximum height – 250 lf in length

Wall # 3 – Mechanically stabilized earth (MSE) – 10' maximum height – 110 lf in length

Wall # 4 – MSE – 9' maximum height – 230 lf in length

Wall # 5 – Soldier pile – 15' maximum height – 230 lf in length

Wall # 6 – MSE – 9' maximum height – 350 lf in length

Calculations will be consistent with TDOT Structural Design Guidelines, TDOT Special Provision 324, AASHTO LRFD Bridge Design Specifications, and the provided geotechnical recommendations by TTL, Inc.

It is assumed that if TDOT standard barriers and gravity walls are applicable for this project standard drawings will be utilized and detailed design is not required.

Through a subconsultant, the RaganSmith team will perform seismic site classifications in support of the retaining wall design.

Water Design Plans

Through a subconsultant, the existing 12-inch water main along Waldron Road will be replaced with an 18-inch water main from just north of Centerpointe Drive to just south Lake Road. An 8-inch diameter water main will be extended from this point to just north of Rock Springs Road.

Connections will be provided at all existing water mains with the following exceptions:

- 6-inch water main at Stone Ridge Parkway. A blow off valve shall be provided on the existing main at the isolation valve.
- An 8-inch water main shall be extended along Blair Road to Walnut Ridge. Additional coordination with the Arbor Ridge Development will be had to determine ultimate length of water main extension

New connection shall be made at the following locations:

- Vanguard Way – 12-inch connection in coordination with Mission Hills Development
- Blair Road West – 12-inch connection in coordination with the Blair Road West roadway project
- Snowdrop Avenue – 8-inch connection in coordination with Arbor Ridge Development
- Dahlia Drive – 8-inch connection in coordination with Arbor Ridge Development

In addition, construction sequencing and design of temporary measures will be coordinated through the three (3) segments of construction. Construction sequencing will be provided to maintain the



12-inch WTM to the Sanford Knob Tank and provide water service to area costumers throughout the project phases.

Roadway Lighting and Photometrics

Through a subconsultant, photometric and electrical construction documents will be provided detailing conduit and pull box locations as well as photometric design to determine if additional poles, outside of Middle Tennessee Electric Company (MTEC) shared poles, will be required to meet lighting standards along the roadway. The **RaganSmith** team will develop all lighting plans, specifications, and quantities for the bid letting.

Engineers Opinion of Probable Construction Cost

RaganSmith will prepare an Engineers Opinion of Probable Construction Cost. The opinion of probable construction cost will be prepared on the current set of design plans and associated construction quantities at the time of the cost development. The opinion of construction will be derived from bid prices of recent projects within the region.

RaganSmith does not control the cost of labor, materials, equipment or services furnished by others, competitive bidding or market conditions. RaganSmith cannot and does not guarantee that proposals, bids or actual costs will vary from the submitted engineer's opinion of probable construction costs.

Utility Coordination

RaganSmith will continue coordination efforts with impacted utility owners, adjacent infrastructure projects, adjacent development projects, and city staff through the final design phase of the project. Coordination efforts will consist of utility relocation coordination meetings, emails, and phone calls. This effort will also include coordination efforts for construction phasing and temporary utility services during the various construction stages of the project. **RaganSmith** will facilitate the incorporation of utility relocations plans, specifications, notes, quantities into the final bid package and help the **Client** develop contract agreements for any utility relocations that are "move in project".

D. Ecology Services

Natural Resource evaluation

RaganSmith will complete a Natural Resource Evaluation for the Waldron Road corridor. Services will include Regulatory Compliance Assessment, Hydrologic Determinations (HD) of watercourses, and Jurisdictional Determination (JD) application. HD and JD applications will be prepared for submittal to **AHJ**. A site visit will be completed with the **AHJ** as needed.

Streamside Salamander Survey

RaganSmith will complete a presence/absence survey for the state listed endangered species, streamside salamander, within the potential aquatic habitat along the Waldron Road corridor. **RaganSmith** will complete the survey during the winter survey window (December 15 through March 15). After the initial site visit, if no species are identified, then a second site visit will be completed 45 days after the first to confirm absence of the species per the TWRA recommendations for two surveys. Please note that if state or federally listed species are observed on the site, **RaganSmith** may be required to report these occurrences to the **AHJ**. **RaganSmith** will discuss any such findings with the **Client** prior to disclosing this information to **AHJ**. **RaganSmith** will prepare a report of the findings that may be used for coordination with **AHJ**.



E. Permitting

Water Quality Permitting

RaganSmith will utilize the concurrence documentation received from the **AHJ** identifying the jurisdictional features and the completed engineering design documents to determine the extent of impacts to jurisdictional features. **RaganSmith** anticipates that the proposed impacts will not exceed the thresholds of a general permit, and therefore general permits are assumed for the scope of services. This scope of services addresses one complete application for water quality permits for impacts to jurisdictional waters and one round of comments. **RaganSmith** will provide coordination on an hourly basis for the permitting coordination with the appropriate **AHJ** if more than one round of review comments is encountered.

Permit applications include narrative descriptions of existing site conditions and proposed impacts, technical information, and degree of proposed impacts. The applications also include a discussion of project rationale, purpose, alternatives considered, avoidance and minimization efforts. Proposed mitigation and public notice/involvement is not included in the scope of the general permit applications. Detailed alternative analysis and compensatory mitigation is beyond the scope of the general permit applications. **RaganSmith** will submit copies of the permit applications to the **AHJ** once they have been reviewed and signed by the property owner.

The following water quality permit applications will be completed and submitted to the **AHJ**.

- TDEC General Aquatic Resource Alteration Permit
- USACE Section 404 Nationwide Permit

Stormwater Permitting

RaganSmith will prepare the Construction General Permit application including the Stormwater Pollution Prevention Plan, Notice of Intent, and Erosion Prevention and Sediment Control Plans. This scope of services addresses one complete application and one round of comments. **RaganSmith** will provide coordination on an hourly basis for the permitting coordination with the appropriate **AHJ** if more than one round of review comments is encountered.

The following stormwater permit application will be completed and submitted to the **AHJ**. TDEC Construction General Permit application

RaganSmith will provide project tracking of the permit application and respond to requests for additional information from the **AHJ**. **RaganSmith** will provide representation to Client as recognized by the **AHJ**. If a specific task is requested by the **AHJ** that is beyond the scope of work described, **RaganSmith** will consult with **Client** prior to moving forward.

Please Note: It is understood by the **Client** that these water quality permit applications are subject to approval by a Third-Party Governing Body representing the **AHJ**. Due to this being a subjective process, **RaganSmith** can neither control nor guarantee approval of said permit applications.

F. Bid Phase Services

Proposal Contract/Bid Book

The Proposal Contract/bid book will be coordinated with **AHJ** and include all contractual requirements for the construction bid along with specifications for the project. The bid book will generally follow the TDOT standard contracts and bond requirements and will be checked to comply with the requirements of LaVergne and make reference to the **AHJ** as Owner. The bid book will also contain the bid form for the project which will identify all items and quantities for the base bid.

Bid Advertisement/Bid Opening

RaganSmith will draft a bid-letting advertisement and respond to questions that arise during the bidding process and issue statements of clarification and/or bid addenda as the need arises. **RaganSmith** will attend the bid opening meeting and will tabulate bids received and evaluate the compliance of the bids and bidding documents. **RaganSmith** will submit the evaluated bids for the **AHJ** to review and approve prior to the contract award to the lowest responsive bidder.

Fees assume one bid cycle. If additional bid cycles are needed, additional fees will be requested.

G. Waldron Road design revisions / Gweneth Farms Improvements (Lump Sum)

After the surveying effort of the Waldron Road Improvements project, approximately 300' of the southern portion of Waldron Road ending at Rock Springs Road was widened from its existing condition to a 3-lane section including the widening of the box culvert at Rocks Springs Branch. These improvements were completed after the **RaganSmith** team had substantially completed the Right-of-Way plans for the Waldron Road Improvement Project. This resulted in redesign efforts to the current design of Waldron Road at its southern terminus. This redesign effort consisted of updates to the roadway profile, cross sections, drainage ditches, side drains, slope and easement limits, and plans sheets.

H. Waldron Road Scope Revisions (Lump Sum)

Through conversations with city staff, it was determined the original scoped proposed typical sections would require revision to better serve the Waldron Corridor. As part of our original scope of work the project was broken into four (4) sections. These sections represented a varying proposed typical section as stated below:

- Section 1 – 5-lane urban proposed typical section (approximately 825 lf)
- Section 2 – 3-lane rural proposed typical section (approximately 4,450 lf)
- Section 3 – 5-lane urban proposed typical section (approximately 4850 lf)
- Section 4 – 3-lan rural proposed typical section (approximately 3,150 lf)

The proposed typical section of Waldron Road was revised to be:

- Section 1 - 5-lane urban proposed typical section (approximately 10,125 lf)
- Section 2 - 3-lan rural proposed typical section (approximately 3,150 lf)

SCHEDULE

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

COMPENSATION

RaganSmith will provide the above **Scope of Services** on a labor fee plus expense basis with the maximum fee as summarized below. **(unless noted otherwise):**

I. Phase 3.0 – Final Design Phase Services

A. Project Management and Coordination	\$24,000.00
B. Right-of-Way Acquisition Phase Services	\$320,000.00
C. Construction Plans	\$608,000.00
D. Ecology Services	\$20,000.00
E. Permitting.....	\$25,000.00
F. Bid Phase Services	\$42,500.00
G. Waldron Design Revisions / Gweneth Farms Improvements (Lump Sum).....	\$11,500.00



H. Waldron Road Scope Revisions (Lump Sum)	\$27,500.00
I. Estimated Project Expenses.....	\$3,500.00
TOTAL FEES.....	\$1,082,000.00

Phase 4.0 – Future Design Phase Services

A. Construction Administration.....	TBD
-------------------------------------	-----

Excluded services are not limited to the list in this contract. We are bringing these exclusions to your attention to clearly reflect that these services are not included in the proposed scope. Only those services expressly identified in the proposed scope are included in the contract. For this reason, we ask that you pay special attention to the proposed scope to have a clear understanding of the services provided within this contractual agreement.

Services excluded at this time:

- Public Meetings/Notice
- Pavement Design
- Roundabout Design
- Storm Water Detention Design
- Environmental Mitigation Design
- Septic system survey, design, permitting

Should additional services be required or provided outside of the scope of services noted above, the said services will be performed and compensated for at an hourly rate in accordance with the attached Contract Terms and Conditions. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost plus 10% and are in addition to the quoted service fee.

We appreciate the opportunity to provide this proposal and look forward to our continued work on this critical project. If you agree to the terms, please sign, and return a copy which will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH-ASSOCIATES, LLC
(f/k/a RAGAN-SMITH-ASSOCIATES, INC.)



Scott M. Niesen, P.E.
Vice President - Regional Practice Leader - Transportation



W. Lee Schumann, P.E.
Transportation Design Practice Leader

SMN / WLS: kal
Attachment

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____

Date: _____



Printed / Typed Name: _____ Title: _____

TO WHOM SHOULD INVOICES BE DIRECTED:

Name: _____ Email: _____

CONTRACT TERMS AND CONDITIONS

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Classification	Hourly Rate
Principal	\$270.00
Senior Project Manager	240.00
Senior Design Manager	230.00
Project Manager	210.00
Design Manager	205.00
Professional Engineer	185.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Professional Land Surveyor	\$165.00
Professional Landscape Architect	165.00
Planner	155.00

TECHNICAL SERVICES

Classification	Hourly Rate
Senior Designer	\$155.00
Senior Technician	150.00
Designer	130.00
Technician	130.00
Administrative Assistant	105.00

FIELD SURVEY SERVICES

Classification	Hourly Rate
Survey Manager	\$155.00
One Man Survey Crew	160.00
Two Man Survey Crew	215.00
Three Man Survey Crew	270.00
3-D Laser Scanning Survey Crew	295.00
Unmanned Aircraft Crew	320.00

CONSTRUCTION SERVICES

Classification	Hourly Rate
Construction Manager	\$190.00
CEI Resident Engineer	165.00
Asphalt/Concrete Plant Manager	140.00
Senior Inspector	130.00
CEI Contract Specialist	120.00
Inspector	105.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost + 10%
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost +
Sundries / Review/Submittal Fees:	Cost + 10%
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - Ragan-Smith-Associates, LLC, as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience, and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. The terms of this Agreement are not based upon Client's financing or loan terms. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance. Non-payment of invoices may result in work stoppage or delay.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.K. Approve a Master Service Agreement with Lexipol, LLC for Law Enforcement Policy Manual and Training Bulletins for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. MSA - Lexipol

Summary:

In light of our current circumstances and long-term goals, this partnership with Lexipol will prove instrumental in maintaining compliance with industry standards, enhancing operational efficiency, and safeguarding the La Vergne Police Department from added liability.

Background Information:

Our Accreditation Manager is currently out indefinitely, leaving a critical gap in our ability to effectively manage and update our department policies and procedures. In this scenario, Lexipol emerges as a vital solution. Here are several compelling reasons why entering into a contract with Lexipol is essential for our agency:

1. **Extraction of Vital Information:** Lexipol possesses the expertise and resources to extract vital information from our current General Orders. This process is crucial for ensuring that our policies align with the standards set forth by the Tennessee Association of Chiefs of Police (TACP) model policies and industry best practices.
2. **Continuous Compliance with Laws and Regulations:** Monitoring changes in state and federal laws is imperative for law enforcement agencies. Lexipol offers a comprehensive service in this regard, ensuring that our General Orders are promptly updated to reflect any changes in legislation or regulations. By staying current with legal requirements, we mitigate the risk of non-compliance and potential legal liabilities.
3. **Implementation of Training Schedule:** Lexipol will not only update our policies but

also implement a structured training schedule to ensure that all Police Department employees are well-versed in our department policies and procedures. This proactive approach to training enhances operational readiness, promotes accountability, and fosters a culture of compliance within our organization.

4. **Mitigation of Liability:** By adhering to industry best practices and staying current with legal requirements, Lexipol effectively shields the La Vergne Police Department from added liability. Their expertise in policy management and training reduces the risk of legal challenges and ensures that our operations are conducted with the highest standards of professionalism and legal compliance.

In summary, entering into a contract with Lexipol for agency accreditation is a strategic investment that addresses our immediate needs and aligns with our long-term objectives.

By leveraging Lexipol's expertise and resources, we can uphold the highest standards of professionalism, effectiveness, and legal compliance within our Police Department while minimizing liability exposure.

Financial Summary:

The cost for the first year is \$42,111.90. This will come from the Equitable Sharing Fund. A budget amendment is on the agenda to appropriate the funds for this purchase.

Staff Recommendation:

Staff recommends approval.



MASTER SERVICE AGREEMENT

Agency's Name: La Vergne Police Department
Agency's Address: 5093 Murfreesboro Rd
La Vergne, Tennessee 37086

Agency's Sourcewell Member ID: 19011

Attention: Chief Christopher Moews

Sales Rep: Mel Eakley
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: _____

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

La Vergne Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription Policy

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 18,971.00	10%	USD 1,897.10	USD 17,073.90
1	Annual Law Enforcement Supplemental Manual(s) (12 Months)	USD 1,803.00	10%	USD 180.30	USD 1,622.70
	Subscription Line Items Total			USD 2,077.40	USD 18,696.60
				USD 2,077.40	USD 18,696.60
Annual Subscription Policy Sourcewell Discount:					USD 2,077.40
Annual Subscription Policy TOTAL:					USD 18,696.60

Implementation Services

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Tier I Implementation	USD 6,035.00	10%	USD 603.50	USD 5,431.50
1	Law Enforcement Tier II Implementation	USD 5,387.00	10%	USD 538.70	USD 4,848.30
1	Law Enforcement Tier III Implementation	USD 5,262.00	10%	USD 526.20	USD 4,735.80
1	Law Enforcement Tier IV Implementation	USD 6,122.00	10%	USD 612.20	USD 5,509.80
1	Law Enforcement Tier V Implementation	USD 3,211.00	10%	USD 321.10	USD 2,889.90
	One-Time Line Items Total			USD 2,601.70	USD 23,415.30
				USD 2,601.70	USD 23,415.30
Implementation Services Sourcewell Discount:					USD 2,601.70
Implementation Services TOTAL:					USD 23,415.30

*Law Enforcement pricing is based on 52 Law Enforcement Sworn Officers.

Discount Notes

5% Sourcewell
5% TN Chiefs Assoc.

Notes

Year one total QUOTE TOTAL:
USD .42,111.90

Year 2 Subscription Only Approx. 19K

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. To the fullest extent permitted by law, Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.L. Approve an Architectural Design Services Proposal from TMPartners, PLLC for the Design and Construction Administration Services for the Police Department Headquarters Addition and Renovation.

Department: Engineering

Presented By: Kyle Brown, Christopher Moews

Item Attachments: 1. Proposal - La Vergne PDHQ

Summary:

This is a proposal for the design and construction administration services for the Police Department building expansion and renovation of the existing building.

Background Information:

In February, 2022, a proposal and professional services agreement was approved by the BOMA for the Police Department building expansion and renovation. Funding was set aside in the last bond issue for this project. City staff went through a RFQ process and interviewed firms to design the project and felt that TMPartners was the best choice. Due to a change in leadership at the Police Department, it was decided that the project would be put on hold until a new chief was selected and had some time to work on addressing the issues in the department before we went back to work on the building expansion and renovation project. We feel that this is a good time to start working on the project again.

This project is a high priority project for the department and for the city. We need adequate space for the department's growth and operations. Once the space needs are determined and an estimated budget can be developed, then this will come back before the BOMA to decide on funding the construction of the facility. The city will need to issue bonds in order to fund the construction project.

The attached proposal will be integrated into the existing PSA as the new Exhibit A for that agreement.

Financial Summary:

The cost of this proposal is \$1,255,626. Funding is included in the FY 2024-2025 budget.

Staff Recommendation:

Staff recommends approval.



TM Partners, PLLC

Architecture Interiors Planning

211 Franklin Road, Suite 200
Brentwood, Tennessee 37027-5593
615.377.9773
www.tmpartners.com

Architectural Design Services Proposal

Date: April 4, 2024

To: Mr. Bruce Richardson
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

Project: La Vergne Police Headquarters Addition and Renovation
5093 Murfreesboro Road
La Vergne, TN 37086
TMP Project No. A12221

The following is TMPartners, PLLC (TMP) proposal to provide architectural and engineering design and construction administration services for the referenced project. The items below are proposed to be incorporated into the Agreement between the City of La Vergne and TMP.

Description of Project:

Refer to "Scope of Work" in Attachment A and meeting minutes dated November 3, 2021 in Attachment B. TMP completed land survey, an existing building assessment and approximately 50% of programming efforts in 2022. TMP understands that the City would like to restart the programming phase and proceed through the remainder of design once scope and budget are aligned.

1. Budget and Schedule

- a. The City's Construction Budget is unknown at this time. It is anticipated that a budget will be established following completion of the programming and schematic design phases. A construction cost estimate will be provided to the City based upon deliverables completed during programming and schematic design.
- b. Design will commence upon TMP's receipt of the City's written authorization to proceed. TMP will then produce a design schedule and project a potential construction duration.

2. Project Team and Proposed Services:

- a. Architect's Designated Representatives:
 1. Principal-In-Charge: Jeff Earwood
 2. Senior Project Manager: Lori Smith
 3. Project Coordinator: Lacey Hanemann
 4. Senior Interior Designer: Tiffany Oakley
- b. Architect's Basic Services Consultants:
 1. Structural Engineer: EMC Structural Engineers, P.C. (EMC)
 2. Mechanical, Plumbing, & Electrical Engineers: I.C. Thomasson Associates, Inc. (ICT)
 3. Civil Engineer: Kimley-Horn and Associates, Inc. (KHA)
 4. Landscape Architect: KHA

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c. Architect's Supplemental Services Consultants:

1. Programming: TMP

- a) Includes a space-by-space sizing, location, and finishes, furniture, and equipment for each space in the addition, renovated facility, and those that are planned for future expansion.

2. Geotechnical Engineering: ECS Southeast, LLP

- a) Includes subsurface exploration that includes seven standard Penetration Test borings.

3. Cost Estimator: Compass Partners

- a) An opinion of probable construction cost will be provided at the following milestone submittals:

- i. 100% Schematic Design
- ii. 100% Design Development
- iii. 75% Construction Documents

4. Campus Masterplan (if required): TMP and KHA

- a) Tasks may include high level site planning for future campus expansion. This may consist of conceptual layouts of realigning onsite roads, additional parking locations, future building locations, vehicular routing, recreational areas, etc.

5. City Meetings: TMP and KHA

- a) Includes preparation for two BOMA meetings and 1 Planning Commission meetings. Potential deliverables for each meeting include renderings, video animations, agendas, meeting minutes, and verbal presentation.

6. Technology Design: Mission Critical Partners (MCP) and ICT

- a) Includes design, evaluation, and/or integration of CCTV, access control, cable TV distribution, audio visual, telephone, communications cabling systems, wireless access, distributed antenna system, dispatch console power and data coordination, and mission critical systems.

7. Furniture: TMP

- a) Includes selection and specification of new moveable furniture.

3. Deliverables:

- a. Deliverables including but not limited to reports, surveys, studies, and Construction Documents produced during Basic, Supplemental, and if applicable, Addition Services shall be provided to the City for the exclusive purposes of constructing, using, maintaining, altering, and adding to the project provided the City is current on all payments to TMP.

4. Compensation and Payment:

- a. The City has requested an hourly rate not-to-exceed (NTE) fee structure for the duration of the project and for all disciplines. Should hours near exhaustion by any design team member firm at any point during the project, TMP will notify the City to negotiate an increase to the NTE fee for that discipline/firm. Basic Services fees anticipate a construction cost for the project of \$12 million. The following summarizes the NTE fee for each discipline.

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Basic Services:

Planning, Architecture, Interior Design	TMPartners, PLLC	\$560,000
Structural Engineering	EMC Structural Engineers, P.C.	\$66,500
Mechanical, Plumbing, Electrical Engineering	I.C. Thomasson Associates, Inc.	\$135,000
Civil Engineering	Kimley-Horn and Associates, Inc.	\$128,500
Landscape Architecture	Kimley-Horn and Associates, Inc.	\$24,000

Total Basic Services Hourly NTE: \$914,000

Supplemental Services:

Programming	TMPartners, PLLC	\$37,900
Geotechnical	ECS Southeast, LLP	\$5,700
Cost Estimating	Compass Partners	\$21,000
Campus Masterplan (if requested)	TMPartners, PLLC	\$11,000
Campus Masterplan (if requested)	Kimley-Horn and Associates, Inc.	\$12,000
City Meetings (2 BOMA, 1 Planning)	TMPartners, PLLC	\$16,300
City Meetings (2 BOMA, 1 Planning)	Kimley-Horn and Associates, Inc.	\$12,500
Technology	Mission Critical Partners	\$156,256
Technology	I.C. Thomasson Associates, Inc.	\$40,000
Furniture	TMPartners, PLLC	\$29,000

**Total Supplemental Services
 Hourly NTE: \$341,656**

- b. Compensation shall be paid monthly in proportion to services performed.
 1. In the event any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions based on the most recent estimate of the cost of the work for such portions, or the lowest bona fide bid or negotiated proposal. TMP shall be entitled to compensation for all services performed whether or not the construction phase commenced.
- c. Hourly Rates:
 1. For Basic, Supplemental, and Additional Services during the Project, TMP and TMP's consultants will provide these services on either a Lump Sum or Hourly Rate basis. Rates may be adjusted two years after the date of this proposal.

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a) TMP Hourly Billing Rates:

Principal	\$325
Senior Project Manager	\$250
Senior Project Architect	\$250
Senior Interior Designer	\$215
Project Manager	\$215
Project Architect	\$195
Project Coordinator	\$150
Interior Designer	\$150
Administrative	\$110

2. Compensation for Additional Services of TMP's Consultants will be 1.20 times the amount invoiced to TMP.

d. Reimbursable Expenses:

1. Mileage to the site for local design professionals is included in the basic services and supplemental services hourly NTE fees.
2. Other reimbursable expenses will be approved by the City prior to commencing.
3. TMP will be reimbursed at 1.0 times the direct and actual cost of expenses invoiced to TMP.

5. Services Not Included in Proposal:

- b. Services that are not included in this proposal that may be provided as Reimbursable Expenses or Additional Services include:
1. Professional services not identified in this proposal.
 2. Fees for securing approval of authorities having jurisdiction over the Project.
 3. Special postage, handling and deliveries.
 4. Physical models, mock-ups, professional photography and presentation materials requested by the City or authorities having jurisdiction over the project.
 5. LEED facilitation or certification.
 6. Evaluation of more than one (1) substitution of a product or system proposed by the Contractor during Bidding or Construction phases.
 7. Making revisions to the Bidding or Construction Documents resulting from substitutions proposed by the Contractor.
 8. Early release site or demolition packages.
 9. Design of any site pump systems for the following: domestic water, fire protection, sanitary sewer service, septic system, or storm drainage systems.
 10. Preparation and execution of studies including Phase 1 Assessments, wetland, HEC, or floodplain analysis studies required by local, State, or other agencies to obtain their approval, or as requested by the client.
 11. Off-site designs or studies for vehicular traffic, signalization or utilities including, but not limited to public sewer line and public water line extensions.
 12. Services related to segregated or multiple construction contracts, phased, or fast-track construction.
 13. Other similar Project-related services and expenses.

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TMPartners, PLLC

City of La Vergne, Tennessee

Jeffery A Earwood, AIA
Principal

(Signature)

(Printed Name & title)

(Date)



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 6.M. Approve Amendment #1 to the Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for Tuition Assistance, Training and Professional Expenses for the Tennessee Law Enforcement Training Academy (TLETA).

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Amendment #1 - Grant Contract with State of TN

Summary:

This is an amendment to the grant contract with the State of Tennessee Department of Commerce and Insurance that was originally approved by BOMA in February 2024.

Background Information:

This was a new grant that was offered by the State of Tennessee to law enforcement agencies to provide \$40,000 per year for five years to help with tuition assistance, training and professional development services at the Tennessee Law Enforcement Training Academy (TLETA). The State has sent an amendment regarding invoice requirements (Section C.5) and payments (Section C.13).

Financial Summary:

There are no additional costs or revenues for this amendment.

Staff Recommendation:

Staff recommends approval.



GRANT AMENDMENT

Agency Tracking # 33501-2448566	Edison ID 77734-156	Contract # 77734-156	Amendment # 1		
Contractor Legal Entity Name City of La Vergne			Edison Vendor ID 0000001520		
Amendment Purpose & Effect(s) To clarify Invoice Requirements Section C.5. and Section C.13. has been added to clarify terms of payment					
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: April 2, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
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	
Speed Chart (optional)		Account Code (optional)			

AMENDMENT 1 OF GRANT CONTRACT 77734-156

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of La Vergne, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Contract Section C.5 is amended by deleting the existing section and replacing with the following:

C.5. Invoice Requirements. The Grantee shall submit the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation determined necessary by the State, within ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

William "Chip" Kain, Director
Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

- a. The Grantee understands and agrees to all of the following:

- (1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.
- (2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) A claim 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.

2. Contract Section C is amended to add the following term:

C.13 Payment for Performance. The Grantee may submit the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation required by the state covering training for officers hired after May 1, 2023, and before the execution of the Contract.

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

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF LA VERGNE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 7. First Reading - **Ordinance #2024-06** - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2024 through June 30, 2025.

Department: Finance

Presented By:

Item Attachments: None

Summary:

Background Information:

Financial Summary:

Staff Recommendation:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 8. First Reading - **Ordinance #2024-07** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.

Department: Finance

Presented By: Christopher Moews

Item Attachments: 1. Ordinance #2024-07

Summary:

This is a budget amendment to allocate funds from the Equitable Sharing Fund for purchases to be made by the Police Department.

Background Information:

This is a budget amendment to provide funding for Lexipol, LLC for the Law Enforcement Policy Manual and Training Bulletins for the Police Department. The approval of a Master Services Agreement with Lexipol is in the Consent Agenda. Chief Moews is also asking to use Laserfiche in the Police Department. This is the city's document imaging system. The Police Department will be using an online storage system instead of a server based system like the rest of the city. The purchase also includes scanners for the department to use.

Financial Summary:

The cost for Lexipol is \$42,111.90. The cost for Laserfiche and the scanners is \$18,920. The total amount of the budget amendment is \$62,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-07

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

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

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

Increased Expenditures for account number:

126-42179-312	Police – Small Items of Equipment	\$	19,000
126-42179-939	Police – Other Improvements	\$	43,000

Decrease Fund Balance:

126-37840	Transfer from Fund Balance	\$	62,000
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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 _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 9. **Resolution #2024-11** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-11

Summary:

This is a resolution to declare property as surplus and authorize the sale of the items on GovDeals.com.

Background Information:

The items on this surplus property resolution are from the Public Works Departments.

Financial Summary:

The revenues from the sale of these items will go to the General Fund and Water/Sewer Fund.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-11

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>
Public Works Departments		
BJ's Trailer	25' x 8' Trailer with a Pindle Hitch. Rated at 20,000 lbs. 20' + 5' Dove. Minor damage including brake box, boards and worn tires.	1T9B42521CL799710
2 Drawer Filing Cabinet	Black, 2 drawer filing cabinet. Minor damage including dents and scratches.	N/A
1996 Freightliner FL80 Dump Truck	White dump truck with 5.9L Diesel Engine; Starts with a boost; 14,411 miles; Manual transmission. No A/C. Minor damage, dents, scratches, dings. Low tread on tires, decals removed but impressions remain	1FVXJFAB5TL595515
1999 GMC 3500 Mini Dump Truck	White mini dump truck with 5.7L, V-8 Engine; 40,203 miles; Starts with a boost; Manual transmission. Minor damage including dents, scratches and dings; low tread on tires; emergency equipment removed, holes in exterior; decals removed but impressions remain.	1GTHC39R1XF010881
Kohler Motor Model CH23S	Black motor; major internal damage; parts only. Not operable.	3205803301
Lincoln 360 Oil Drain Cart	Red, 18 gallon capacity; parts only; wheel falls off.	N/A
Lincoln 3613 Oil Drain Cart	Red Oil Drain Cart. Parts only.	N/A
Miller Syncrowave 180 SD Welder	Blue Welder; Unknown condition.	LC359698

1 Lot – Pallet of Old Car Parts, Filters, Brakes and Lights	Random pallet of old parts. Unknown condition.	N/A
Proto Tool Box	Red Two Part Tool Box; Top: 9993ASHD; Bottom: 9998ASHD; 33" x 18" x 62.5"; Minor damage including scratches, dings. No Keys	N/A
2 Drawer Filing Cabinet	Tan, 2 drawer filing cabinet. Minor damage including dents and scratches.	N/A
Tool Cart	Red Tool Cart; 4 drawers; 30.5" x 20.5" x 41". Minor damage – No Keys	N/A
Bench Grinder	Old bench grinder – unknown condition. Minor damage including rust, dirt and wear and tear.	N/A
Black & Decker Rotary Saw RS150	Model RS150 Red and black rotary saw with black case; unknown condition. Minor damage including wear and tear. No accessories.	N/A
1 Lot – Box of Lights and Accessories	8 Empco-Lite Model 400 lights, fasteners, batteries and chargers. Unknown condition.	N/A
Campbell Hausfeld Portable Air Tank	Five gallon portable air tank; Unknown condition. Past expiration date. 16.5" x 10.5" x 12".	N/A
Contender Truck Bed Toolbox	Unknown condition. 70" Lid; Body is 62" x 17" x 13". Minor damage including rust and screw holes. Unknown if it leaks.	N/A
Echo Pole Saw	Unknown condition. Minor damage including wear and tear. 87" x 9" x 8"	N/A
Home Light Portable Work Light	Yellow/Black portable lights. 22" x 10" x 11" – Unknown condition. Minor damage including missing cage on one light, dirty.	N/A
Home Light Portable Work Light	Yellow/Black portable lights. 21" x 10" x 10" – Unknown condition. Minor damage including rust, missing leg, missing handle, dirty.	N/A
Journeyman Truck Bed Toolbox	Better Built truck bed toolbox; 68.5" Lid; Body is 57.5" x 21" x 14.5". Minor damage including rust, screw holes, lid does not stay shut, leaks.	N/A
Kobalt Sockets	Various Kobalt sockets with case. Minor damage including rust, missing pieces.	N/A
Lincoln Power Lube Grease Gun #1	Lincoln Model 1200 Power Luber; comes with case. Unknown condition. Minor damage including wear and tear.	690752
Lincoln Power Lube Grease Gun #2	Lincoln Model 1200 Power Luber; comes with case. Unknown condition. Minor damage including wear and tear.	541213
Milwaukee 14" Abrasive Cut Off Machine	Milwaukee Model #6175 Cut Off Machine; Unknown condition. Minor damage including rust, dirt, wear and tear.	821AZ030416872

Portable Air Tank	Portable air tank; Unknown condition. Past expiration date. 26" x 11" x 13"	N/A
Rainmaker Backpack Sprayer	Four gallon backpack sprayer; Unknown condition. Minor damage including dirt and wear and tear.	N/A
Schumacher Electronics Battery Tester	Model BT-100 battery tester. Unknown Condition. Minor damage including dirt and wear and tear.	N/A
Shindaiwa Backpack Blower #1	Model EB802 backpack blower. Unknown condition. Minor damage including wear and tear, straps damaged.	N/A
Shindaiwa Backpack Blower #2	Model EB802 backpack blower. Unknown condition. Minor damage including wear and tear, Operating handle damaged.	N/A
Shindaiwa Backpack Sprayer	Model SP45BPE Five gallon backpack sprayer; Unknown condition. Minor damage including wear and tear.	011394R000
Shindaiwa Weedeater #1	Model T262 weedeater. Unknown condition. Minor damage including wear and tear.	N/A
Shindaiwa Weedeater #2	Model T282 weedeater. Unknown condition. Minor damage including wear and tear.	N/A
Shindaiwa Weedeater #3	Model T282 weedeater. Unknown condition. Minor damage including wear and tear, smokes (possibly bad gas), missing part of cover.	N/A
Shindaiwa Weedeater #4	Model T344 weedeater. Unknown condition. Minor damage including trouble starting, head won't spin.	T34914002885
1 Lot – Miscellaneous Water Parts	Pallet of various water parts. Unknown condition.	N/A
1 Lot – Miscellaneous Water Parts	Pallet of various water parts. Unknown condition.	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 7th day of May, 2024.

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: 2012	Manufacturer: BJs	Model #: BUMPER
Serial Number: 1T9B42521CL799710		
Description of Use: PINDLE HITCH. 20,000 LBS. 20' + 5' DOVE		
Color: BLACK	Size (L x W x H): 25' X 8'	
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: BRAKE BOX. BOARDS AND TIRES WORN				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

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: \$ _____



LOT
3









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: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: FILING CABINET		
Color: BLACK	Size (L x W x H): 25" X 18 1/2" x 29"	
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: DENTS AND SCRATCHES				

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:	NO LONGER NEED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 1995	Manufacturer: FREIGHTLINER	Make:	Model: FL80
VIN: 1FVXJFAB5TL595515		Mileage: 14,411	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 5.9 Liter, V- ☐ Gasoline ☒ Diesel Condition: ☐ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☐ Automatic ☒ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color:	Exterior: WHITE		Interior: GRAY

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:	DIRTY. PLASTIC BROKEN ON DASH.		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: NA ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
Major Damage:	BROKEN GRILL		
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☐ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction:	☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: 148 INTERNATIONAL BLVD		Suggested Minimum Sale Price:
For more information, contact:		

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____	Asset Number: _____
Approved by Resolution # _____	Date: _____
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste	
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____	













CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 1998	Manufacturer: GENERAL MOTORS	Make: GMC	Model: 3500
VIN: 1GTHC39R1XF010881		Mileage: 40,203	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 5.7 Liter, V-8 ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☐ Automatic ☒ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color:	Exterior: WHITE		Interior: GRAY

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	RIPS IN SEAT		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☒ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
Major Damage:	LIGHT BAR STAYS ON TRUCK		
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☐ No How Many?
Emergency Equipment:	☐ None ☒ Removed ☒ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction:	☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: 148 INTERNATIONAL BLVD	Suggested Minimum Sale Price:	
For more information, contact:		

Department Information:

Your Name: JAMES FAULKES	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____	Asset Number: _____
Approved by Resolution # _____	Date: _____
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste	
Listed for Online Auction on: _____	Date Sold: _____ Winning Bid Price: \$ _____

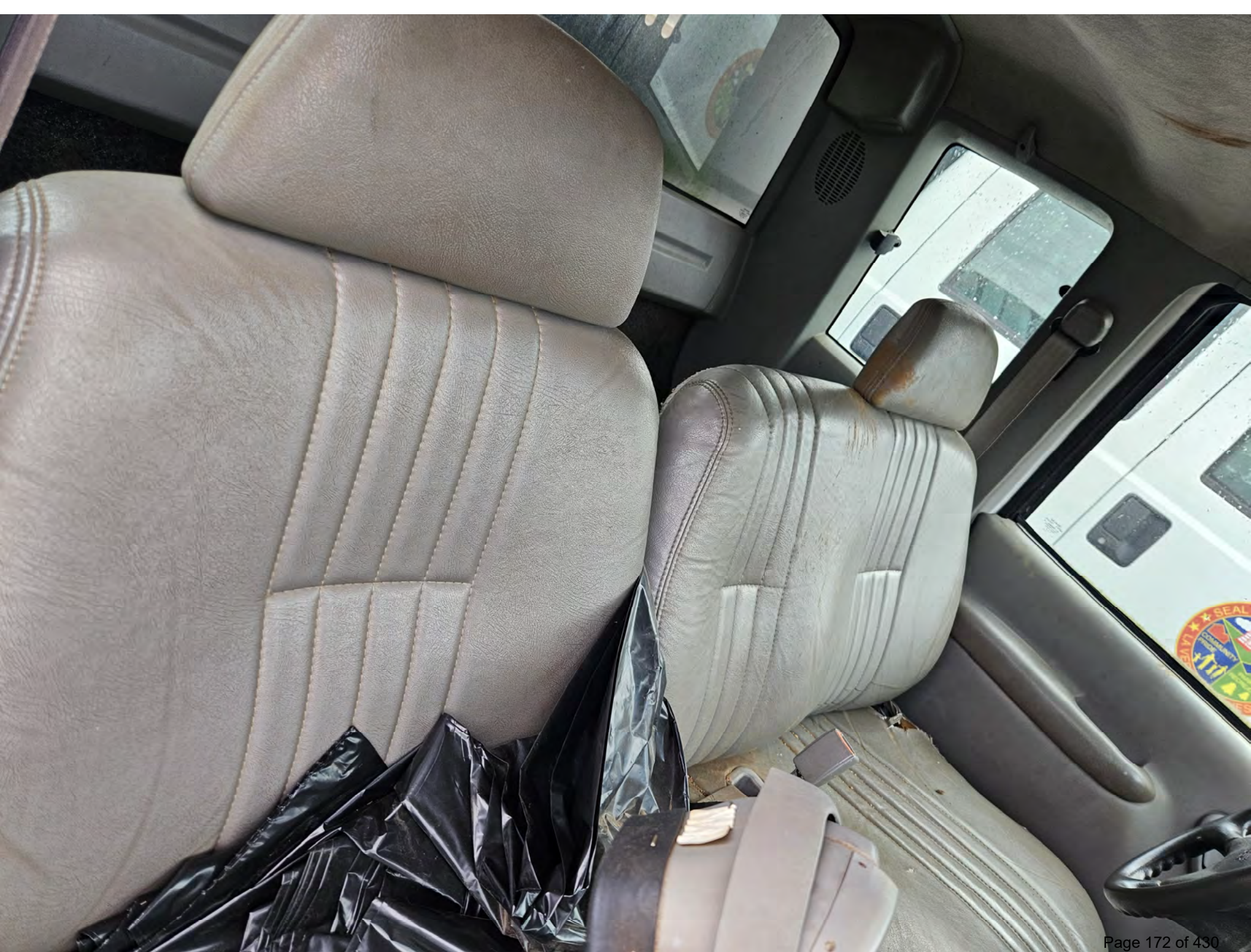












CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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: NA	Manufacturer: KOHLER	Model #: CH235
Serial Number: 3205803301		
Description of Use: OLD MOTOR		
Color: 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:	Equipment was maintained every:		☐ Hours	☐ Days
Damage: ☒ Major Damage	☐ Minor Damage			
Explain Damage or Repairs Needed: INTERNAL DAMAGE				

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:	REPLACED MOTOR
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

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: \$ _____







IMPORTANT ENGINE INFORMATION

THIS ENGINE MEETS U.S. EPA 2004 AND
CALIFORNIA 2006 AND LATER EMISSION
CONTROL REGULATIONS FOR SI BOFF

FAMILY	2KHDS.7252QC
DISPL (CC)	674
MODEL NO.	CH238
SPEC NO.	76548
SERIAL NO.	3205803301

EMISSION COMPLIANCE PERIOD:

EPA: CATEGORY A CARB: EXTENDED

THIS ENGINE IS CERTIFIED TO OPERATE
ON UNLEADED GASOLINE

REFER TO OWNER'S MANUAL FOR SAFETY,
MAINTENANCE SPECS AND ADJUSTMENTS

FOR SALES/SERVICE IN US/CANADA, CALL

1-800-544-2444

www.kohlerengines.com

KOHLER

KOHLER CO. KOHLER, WISCONSIN, USA

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: NA	Manufacturer: LINCOLN	Model #: 360
Serial Number: NA		
Description of Use: OIL DRIAN CART		
Color: RED	Size (L x W x H): 18 GALLON	
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: WHEEL FALLS OFF				

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:	WAS REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: NA	Manufacturer: LINCOLN	Model #: 3613
Serial Number: NA		
Description of Use: OIL DRIAN CART		
Color: RED	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:				

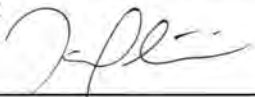
Hazardous Material:

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:	WAS REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: NA	Manufacturer: MILLER	Model #: SYNCROWAVE 180 SD
Serial Number: LC359698		
Description of Use: WELDER		
Color: BLUE	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: NEVER USED. WAS GIVEN TO THE DEPARTMENT				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4/11/2024

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: \$ _____







SERIAL NO. LC359698
STOCK NO. 907127

LR5071



PROTECTED BY ONE OR MORE OF THE
FOLLOWING US. PATENTS:

5902150
6075224
6384374

EVIDENCE OF LABEL TAMPERING VOIDS WARRANTY

		10A/13V		180A/15V	
		X	10%	40%	100%
		I	180	150	90
		U = 80V	U	15.0	16
		10A/20.5V		180A/27V	
		X	10%	40%	100%
		I	180	150	90
		U = 80V	U	27	26
		U = 230V		I = 54A	
1~60Hz					

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: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: RANDOM PALLET OF OLD CAR PARTS, FILTERS, BRAKES AND LIGHTS		
Color:	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:				

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:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
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: NA	Manufacturer: PROTO	Model #: NA
Serial Number: TOP: 9993ASHD BOTTOM: 9998ASHD		
Description of Use: TOOL BOX		
Color: RED	Size (L x W x H): 33" x 18" X 62 1/2"	
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: SCRATCHES. DINGS. NO KEYS.				

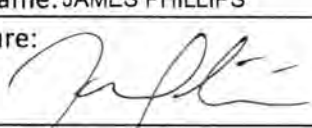
Hazardous Material:

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:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

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: \$ _____



PROTO
9993ASHD
DATE OF MFG. X1
MADE IN UCC

PROTO
9998ASHD
DATE OF MFG. W1
MADE IN USA





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 items placed on the city council agenda for approval. Please complete all sections.**

Item Description:

Year: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: FILING CABINET		
Color: TAN	Size (L x W x H): 25" X 18 1/2" x 29"	
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: DENTS AND SCRATCHES				

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:	NO LONGER NEED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
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: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: TOOL CART		
Color: BURGUNDY	Size (L x W x H): 30 1/2" x 20 1/2" x 41"	
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: NO KEYS				

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:	NO LONGER NEED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-11-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: UNKNOWN	Model #: UNK
Serial Number: UNK		
Description of Use: BENCH GRINDER		
Color: GRAY	Size (L x W x H): 18" X 11.5" X 12"	
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: RUSTY. DIRTY. WEAR AND TEAR.				

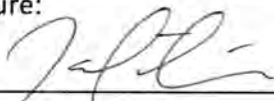
Hazardous Material:

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. **Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: BLACK & DECKER	Model #: RS150
Serial Number: UNK		
Description of Use: ROTARY SAW. COMES WITH CASE		
Color:	SAW IS RED & BLACK / CASE IS BLACK	Size (L x W x H): 14.5" X 10" X 4"
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: WEAR AND TEAR. NO ACCESSORIES, JUST CASE AND MACHINE.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____



RS150 Type1

120V AC ~ 60Hz

3.5A(NOM 3.5A)no 30,000/min(RPM)

LISTED
1823



US



NOM



MR

E167861

⚠ WARNING AVERTISSEMENT

To reduce the risk of injury, user must read and understand instruction manual. Always wear eye protection. Use only recommended accessories. Do not use this tool with drill, screwdriver, or router bits.

Ne jamais utiliser sans pare-étincelles et lunette de protection.

À titre préventif, lire le guide.

Black & Decker(U.S.)Inc., Towson, MD 21286 USA

Made in China

21-800-54-HOW-TO

1-800-54-HOW-TO

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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: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: 8 - EMPCO-LITE MODEL 400. FASTENERS. BATTERIES AND CHARGERS		
Color: VARIOUS	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:				

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:	NO LONGER NEEDED. REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____



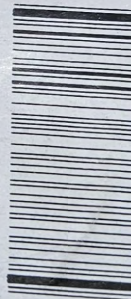




110120390 Qr 3+ RoHS Compliant



1/2- 13X4 5 HCS Z



5

140124979

08/25/2017 Made in china

Lot Number: 3485340015

fastenal.com





Class 2 Battery: Charger
Power station 1105
UL
5538 MODEL HF DC-12
IN 120VAC 60Hz OUT 12 VDC 1.3A
CAUTION: Charge only Ni-Cd
type rechargeable battery. Other types
of batteries may be burst causing injury
to person and damage.
CAUTION: Risk of Electric Shock.
Duplication use only.

HOYOA®
CLASS 2 BATTERY CHARGER
Model:HY66-192
Input:120V 60Hz 60W
Output:19.2Vd.c. 1.3A
Date code:201304
E240776
UL
LISTED
18CR
Backfeed Protection
CAUTION: Risk of Injury , Risk of
Electric Shock and Fire.Charge only 12V Ni-Cd
rechargeable batteries. Other types of batteries
may burst causing injury to persons and damage.
Dry Location Use only Indoor Use only
Hangyuan Electrical Appliances Co., Ltd. Made in China

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: CAMPBELL HAUSFELD	Model #: UNK
Serial Number: UNK		
Description of Use: 5 GAL. PORTABLE AIR TANK		
Color: BLUE / BLACK	Size (L x W x H): 16.5" X 10.5" X 12"	
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: DIRTY, PAST EXPIRATION DATE.				

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:	REPLACED, EXPIRED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____









Risk of explosion. Failure to follow warnings and instructions could cause death or severe injury.

- Never fill tank above 125 psi.
- Drain water from tank regularly.
- Never fill from bottled gas or any air system which produces over 150 psi.
- Pull safety relief valve before filling to be sure the valve moves freely. Do not alter or tamper with valve.
- All attachments must be rated to work with air pressures of at least 150 psi.
- Never repair or modify tank always replace worn, damaged or cracked tank.
- Store inside. Do not store outside or in direct sun.
- For dry air only. Do not use to store or disperse liquids or flammable gases.
- Stop using tank after discard date stamped near gauge assembly. Replace with new tank.



WARNING

- Wear ANSI approved Z 87.1 safety glasses during operation to avoid eye injury.
- This tank is not equipped to and should not be used to supply breathing quality air.

Draining Instructions:

1. Remove hose from manifold.
2. Fill tank with 10 psi of air.
3. Hold tank upside down with manifold at lowest point. Make sure opening points away from you.
4. Open air shut-off valve and allow all air and moisture to fully drain.
5. Close shut-off valve and reconnect hose. Use thread sealant on hose connection.

Risque d'explosion. Le non respect des avertissements et des instructions pourrait mener à des blessures graves ou à la mort.

- Ne jamais remplir au-delà de 125 lb/psi / 861 kilopascal.
- Vidanger régulièrement l'eau du réservoir.
- Ne jamais remplir de gaz embouteillé ou de tout système d'air produisant plus de 150 lb/psi / 1034 kilopascal.
- Tirer la soupape de sûreté avant de remplir pour s'assurer que la soupape se remplace librement. Ne pas modifier ou altérer la soupape de sûreté.
- Tous les accessoires doivent avoir une valeur nominale pour fonctionner avec des pressions d'air d'au moins 150 lb/psi / 1034 kilopascal.
- Ne jamais réparer ou modifier le réservoir, toujours remplacer les réservoirs usés, endommagés ou fissurés.
- Ranger à l'intérieur. Ne pas ranger à l'extérieur ou au soleil.
- Pour l'air sec seulement. Ne pas utiliser pour ranger ou diffuser des liquides ou des gaz inflammables.
- Cesser d'utiliser le réservoir après la date d'élimination estampée près de la jauge. Remplacer avec un nouveau réservoir.

AVERTISSEMENT

- Porter des lunettes de sécurité ANSI approuvées Z 87.1 en utilisant l'appareil pour éviter les blessures oculaires.
- Ce réservoir n'est pas prévu et ne doit pas être utilisé pour fournir de l'air respirable.

Instructions de drainage:

1. Retirer le tuyau du collecteur.
2. Remplir le réservoir de 10 lb/psi / 69 kilopascal d'air.
3. Inverser le réservoir avec le collecteur au point le plus bas. S'assurer que l'ouverture pointe dans la direction opposée à votre corps.
4. Ouvrir le robinet d'arrêt d'air et laisser l'air et l'humidité se drainer complètement.
5. Refermer le robinet d'arrêt et rebrancher le tuyau. Utiliser du mastic de jointement sur la connexion du tuyau.

Riesgo de explosión. El incumplimiento de las advertencias e instrucciones puede causar la muerte o lesiones graves.

- Nunca llenar el tanque por encima de 125 psi.
- Drene el agua del tanque regularmente.
- Nunca lo llene con gas envasado ni ningún sistema neumático que produzca una presión superior a 150 psi.
- Tire de la válvula de liberación de seguridad antes de llenar o para asegurarse de que la válvula se mueva libremente. No altere ni modifique la válvula.
- Todos los accesorios deben estar clasificados para funcionar con presiones de aire de al menos 150 psi.
- Nunca repare ni modifique el tanque. Siempre reemplace los tanques desgastados, dañados o rajados.
- Guarde en interiores. No lo guarde en exteriores ni al sol.
- Solo para aire seco. No lo use para guardar o dispersar líquidos o gases inflamables.
- Deje de usar el tanque después de la fecha de eliminación impresa cerca del ensamble del manómetro. Reemplácelo con un tanque nuevo.

ADVERTENCIA

- Use gafas de seguridad Z 87.1 aprobadas por ANSI durante el funcionamiento para evitar lesiones en los ojos.
- Este tanque no está equipado y no se debe usar para suministrar aire respirable.

Instrucciones de drenaje:

1. Quite la manguera del distribuidor.
2. Llene el tanque con 10 psi de aire.
3. Suelte el tanque hacia arriba con el distribuidor en el punto más bajo. Asegúrese de que la abertura apunte en dirección opuesta a usted.
4. Abra la válvula de cierre de aire para que drene todo el aire y la humedad.
5. Cierre la válvula de cierre y vuelva a conectar la manguera. Use un sellador de rosca en la conexión de la manguera.

0000000000 11.04

CAMPBELL HAUSFELD
125 PSI MAX
DISCARD AFTER
01 22 2013

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: CONTENDER	Model #: UNK
Serial Number: UNK		
Description of Use: TRUCK BED TOOLBOX		
Color: SILVER	Size (L x W x H):	LID 70". BODY 62" X 17" X 13"
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: RUST. SCREW HOLES. UNKNOWN IF LEAKS.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: ECHO	Model #: POWER PRUNER
Serial Number: UNK		
Description of Use: POLE SAW		
Color:	BLACK / RED / ORANGE	Size (L x W x H): 87" X 9" X 8"
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: WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____









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Item Description:

Year: UNK	Manufacturer: HOME LIGHT	Model #: UNK
Serial Number: UNK		
Description of Use: PORTABLE LIGHTS		
Color: YELLOW / BLACK	Size (L x W x H): 22" X 10" X 11"	
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: DIRTY. CAGE MISSING ON ONE LIGHT				

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:	NO LONGER USE. REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____





Suitable for wet locations.
Convient à l'usage aux endroits
humides.
Apropiado para sitios húmedos.

HOT SURFACE
Surface chaude
Superficie caliente







CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: HOME LIGHT	Model #: UNK
Serial Number: UNK		
Description of Use: PORTABLE LIGHTS		
Color: YELLOW / BLACK	Size (L x W x H): 21" X 10" X 10"	
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: DIRTY. CAGE LOOSE ON ONE LIGHT. RUSTY. MISSING LEG. MISSING HANDLE.				

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:	DAMAGED. REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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











CITY OF LA VERGNE
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Item Description:

Year: UNK	Manufacturer: JOURNEYMAN	Model #: BETTER BUILT
Serial Number: UNK		
Description of Use: TRUCK BED TOOLBOX		
Color: SILVER	Size (L x W x H):	LID 68.5". BODY 57.5" X 21" X 14.5"
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: RUST. SCREW HOLES. LID DOES NOT STAY OPEN. LEAKS.				

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:	REPLACED. LEAKS
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

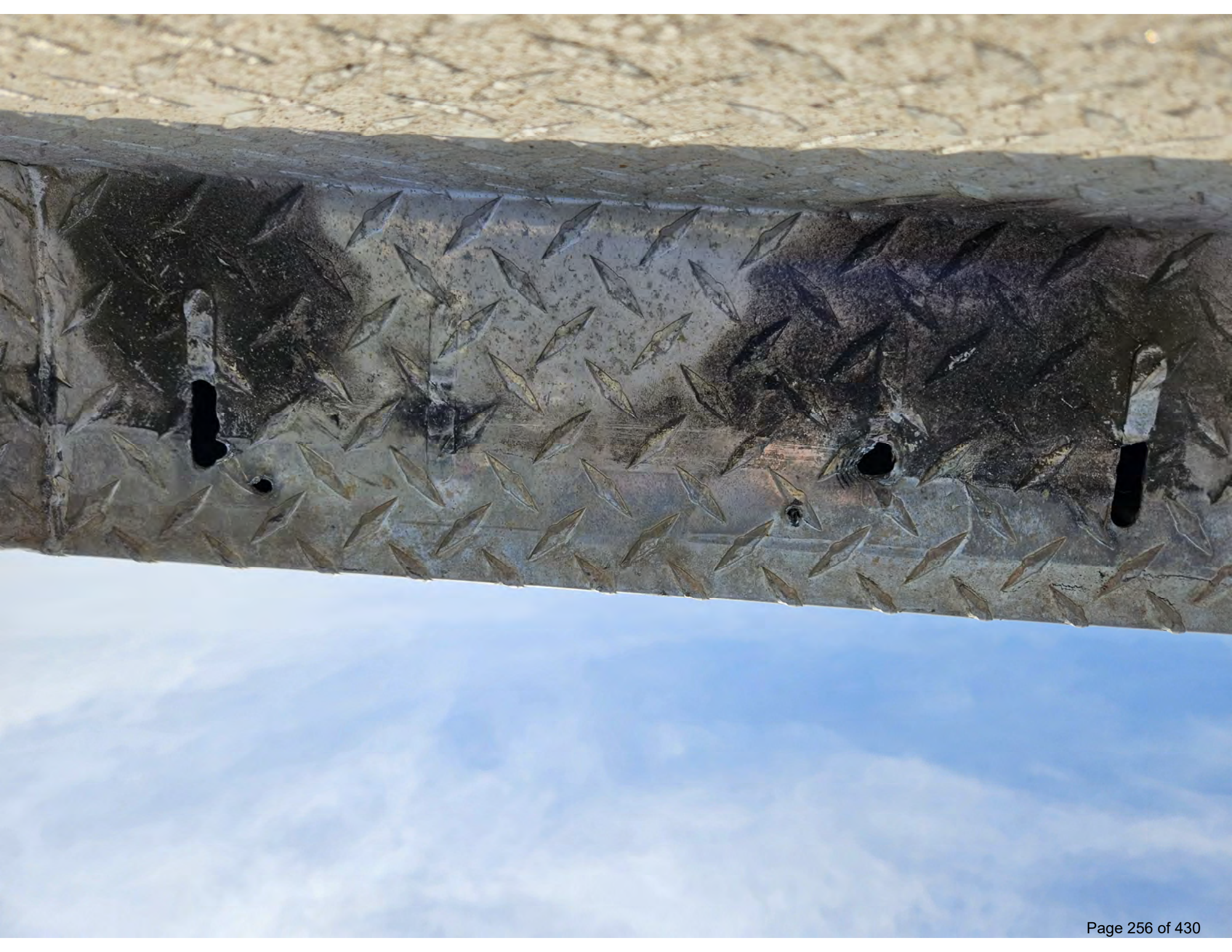
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____











CITY OF LA VERGNE
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Item Description:

Year: UNK	Manufacturer: KOBALT	Model #: NA
Serial Number: UNK		
Description of Use: VARIOUS SOCKETS WITH CASE		
Color:	TOOLS ARE SILVER / CASE IS GRAY	Size (L x W x H): 21" X 14.5" X 3.5"
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: RUST. MISSING PIECES				

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:	REPLACED. MISSING PIECES.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: LINCOLN	Model #: 1200 POWER LUBER
Serial Number: 690752		
Description of Use: POWER LUBER GREASE GUN. COMES WITH CASE		
Color:	BLUE / SILVER	Size (L x W x H): 23" X 13" X 5"
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: WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-19-2024

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: \$ _____



MODEL 1200 PowerLuber
SERIES B

WARNING / ATTENTION / MISE EN GARDE / WARNING
READ MANUAL BEFORE USING.
IL FAUT LIRE LES INSTRUCTIONS
AVANT L'UTILISATION.
LEA EL MANUAL DEL PROPIETARIO ANTES DE USAR LA PRENSA.
VOR GEBRAUCH ANLEITUNG BETRIEBSANLEITUNG LESEN!

12.0 VOLTS, 5000 PSI (345 BAR)
US PATENT # 6,135,322



MADE IN CHINA
LINCOLN, ST. LOUIS, MO. 63102

690752



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: LINCOLN	Model #: 1200 POWER LUBER
Serial Number: 541213		
Description of Use: POWER LUBER GREASE GUN. COMES WITH CASE		
Color: BLUE / SILVER	Size (L x W x H): 23" X 13" X 5"	
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: WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 4-19-2024

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: \$ _____



MODEL 1200 PowerLuber

SERIES B

WARNING / ATTENTION / MISE EN GARDE / WARNING
READ MANUAL BEFORE USING.

IL FAUT LIRE LES INSTRUCTIONS AVANT L'UTILISATION.
LEA EL MANUAL DEL PROPIETARIO ANTES DE USAR LA PRENSA.
VOR GEBRAUCH, UNBEDINGT BETRIEBSANLEITUNG LESEN.

12.0 VOLTS, 6000 PSI, (414 BAR)

US PATENT # 6,135,327

541213

LINCOLN, ST.





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: MILWAUKEE	Model #: 6175
Serial Number: 821AZ030416872		
Description of Use: 14" ABRASIVE CUT OFF MACHINE		
Color: RED / BLACK	Size (L x W x H): 21" X 12.5" X 15"	
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: RUSTY. DIRTY. WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____





HEAVY-DUTY

Milwaukee

14" ABRASIVE
CUT-OFF MACHINE

CAT. NO. 6175

GROUNDING REQUIRED

SER. 821AZ030416872

VOLTS 120AC/DC

AMPS 15

R.P.M. 3500

MILWAUKEE ELECTRIC TOOL CORPORATION
BROOKFIELD, WISCONSIN 53005 MADE IN TAIWAN

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. **Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: UNKNOWN	Model #: NA
Serial Number: UNK		
Description of Use: PORTABLE AIR TANK		
Color: BLUE / RED	Size (L x W x H): 26" X 11" X 13"	
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: RUST. PAST EXPIRATION DATE.				

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:	REPLACED. EXPIRED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____

AT001
PMS

MOBILE AIR









CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. **Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: RAIN MAKER	Model #: UNK
Serial Number: UNK		
Description of Use: BACKPACK SPRAYER 4 GAL.		
Color:	BLUE / BLACK / WHITE	Size (L x W x H): 85" X 16" X 22"
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: WEAR AND TEAR. DIRTY.				

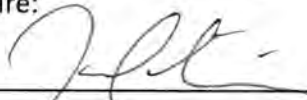
Hazardous Material:

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____





A close-up photograph of the back of a white plastic Rainmaker backpack sprayer. The sprayer has a textured surface and a blue strap with a blue buckle at the top. A central label features a rain icon and the brand name. Below the label, there are three vertical ridges and a blue base. The sprayer is resting on a dark, textured surface.

RAINMAKER™
Make it Rain.
4 GALLON
BACKPACK SPRAYER
16 L / 541 OZ



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: SCHUMACHER ELERTRONICS	Model #: BT-100
Serial Number: UNK		
Description of Use: BATTERY TESTER		
Color: BLACK	Size (L x W x H): 11" X 4" X 3"	
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: DIRTY. WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____



AEC1240



Schumacher
Battery Tester
6/12 Volts
Model: BT-100
LOAD ON/TEST



Connect clamps to
battery terminals.
Press LOAD switch
MAXIMUM 10 SEC.
Read meter with
LOAD ON.



BATTERY ANALYSIS

— Meter reading after 10 seconds with load switch on —

LOAD TEST	BATTERY CONDITION
Good (Green)	Battery capacity is OK. Battery may or may not be fully charged. Check specific gravity of battery to determine state of charge, check for electrical drain or possible charging system trouble.
Weak or Bad, but Needle Remains Steady (Yellow or Red)	Battery capacity is not satisfactory. Battery may be either defective or not fully charged. Check specific gravity to determine which condition exists. If charging does not bring specific gravity to full charge level, battery should be replaced.
Weak or Bad, but Needle Continues to Fall (Yellow or Red)	Battery may be defective or very run down. Release lead switch and note volt meter reaction. Voltage recovery to 12 volt or above within seconds indicates a defective battery. Slow voltage recovery indicates run down condition. For best results, check specific gravity.

TEMPERATURE COMPENSATION

BATTERY TEMPERATURE	+20°F	0°F	-20°F
DECREASE			
BATTERY RATING BY	1 STEP	2 STEP	3 STEP

1 STEP = 200 CRANKING AMPS

Schumacher
ELECTRIC

MADE IN CHINA
089802254-1

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: SHINDAIWA	Model #: EB802
Serial Number: UNK		
Description of Use: BACKPACK BLOWER		
Color: RED / BLACK	Size (L x W x H): 56" X 17" X 22"	
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: STRAPS DAMAGED. WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____



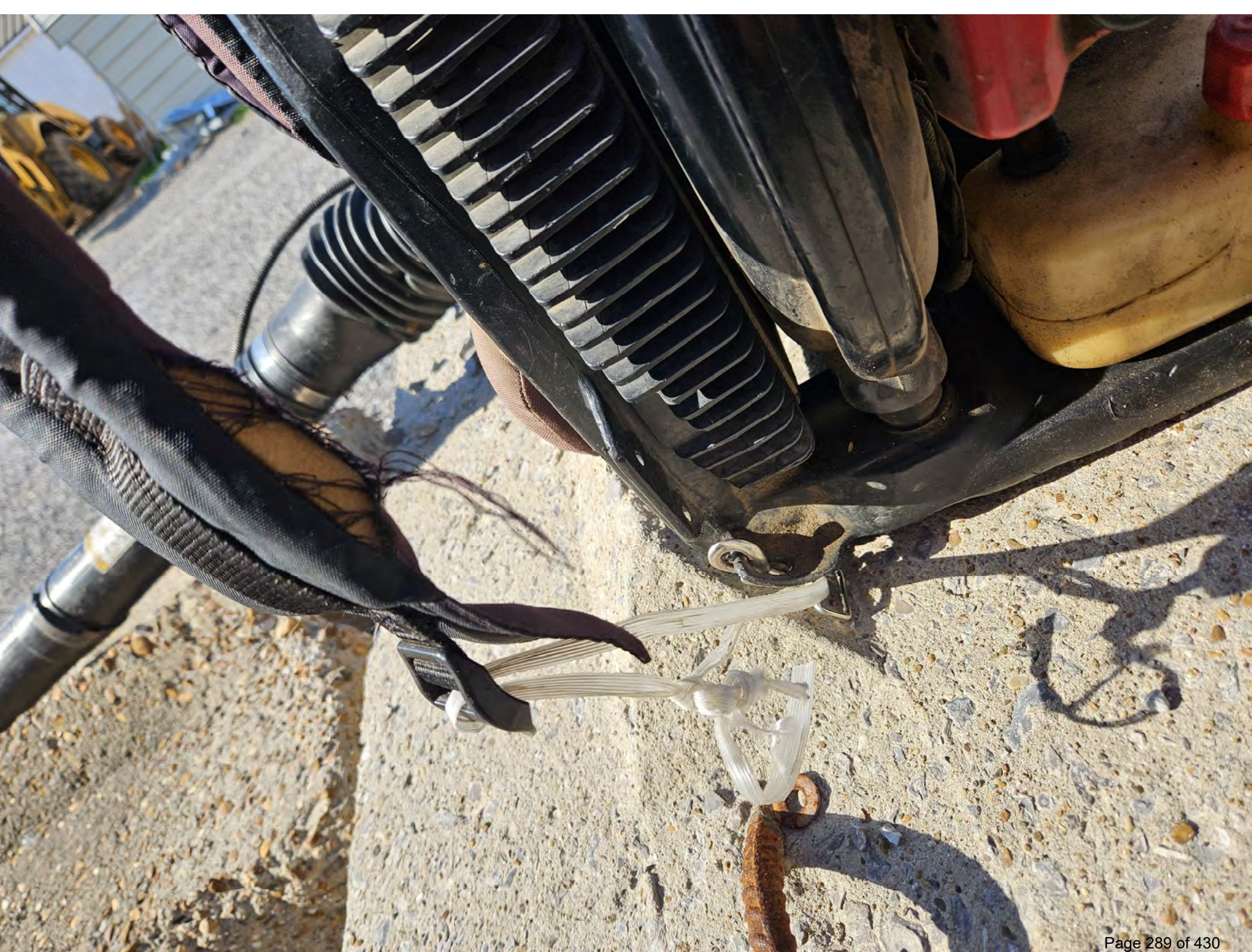
IMPORTANT ENGINE INFORMATION
Shindaiwa Corporation

9SWXS.079538 DISPLACEMENT: 79.2cc
THIS ENGINE CONFORMS TO PH2 U.S.
EPA REGULATIONS FOR SMALL NON-
ROAD ENGINES. ECS:EM
EMISSION COMPLIANCE PERIOD: CATEGORY A
REFER TO THE OWNER'S MANUAL FOR
MAINTENANCE SPECIFICATIONS AND
ADJUSTMENTS.

75dB(A) Category III

MEASURED AT 50 FEET (15m)
PER ANSI B175.2-2005





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: SHINDAIWA	Model #: EB802
Serial Number: UNK		
Description of Use: BACKPACK BLOWER		
Color: RED / BLACK	Size (L x W x H): 56" X 17" X 22"	
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: OPERATING HANDLE DAMAGED. WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____





IMPORTANT ENGINE INFORMATION
Shindaiwa Corporation

9SWXS.079538 DISPLACEMENT: 79.2cc
THIS ENGINE CONFORMS TO PH2 U.S.
EPA REGULATIONS FOR SMALL NON-
ROAD ENGINES. ECS:EM
EMISSION COMPLIANCE PERIOD: CATEGORY A
REFER TO THE OWNER'S MANUAL FOR
MAINTENANCE SPECIFICATIONS AND
ADJUSTMENTS.

75dB(A) Category III

MEASURED AT 50 FEET (15m)
PER ANSI B175.2-2000



CITY OF LA VERGNE
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Item Description:

Year: UNK	Manufacturer: SHINDAIWA	Model #: SP45BPE
Serial Number: 011394R000		
Description of Use: BACKPACK SPRAYER 5 GAL.		
Color: RED / BLACK / WHITE	Size (L x W x H): 62" X 16" X 24"	
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: WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____



shindaiwa

☐ Pest Control ☐ Weed Control ☐ Fertilizers

Model #SP45BPE

4.5 G / 17 L
011394 R0000



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: SHINDAIWA	Model #: T262
Serial Number:		
Description of Use: WEEDEATER		
Color: RED / BLACK	Size (L x W x H): 69" X 10" X 10"	
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: WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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











CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: SHINDAIWA	Model #: T282
Serial Number:		
Description of Use: WEEDEATER		
Color:	BLACK / RED	Size (L x W x H): 69" X 10" X 10"
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: WEAR AND TEAR.				

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: SHINDAIWA	Model #: T282
Serial Number:		
Description of Use: WEEDEATER		
Color: BLACK / RED	Size (L x W x H): 69" X 10" X 10"	
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: WEAR AND TEAR. SMOKES. POSSIBLY BAD GAS. MISSING PART OF COVER.				

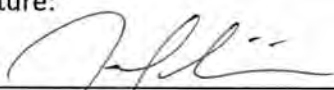
Hazardous Material:

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:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
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: 2016	Manufacturer: SHINDAIWA	Model #: T344
Serial Number: T34914002885		
Description of Use: WEEDEATER		
Color:	BLACK / RED	Size (L x W x H): 69" X 8" X 10"
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: TROUBLE STARTING. HEAD WON'T SPIN.				

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:	REPLACED. DAMAGED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 4-19-2024

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: \$ _____









T344



T34914002885

YAMAZIKO CORP.
MADE IN JAPAN

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: MISCELLANEOUS WATER PARTS		
Color: NA	Size (L x W x H): NA	
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: VARIOUS WATER PARTS IN UNKNOWN CONDITION				

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:	NO LONGER USE. REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 4-19-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
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: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: MISCELLANEOUS WATER PARTS		
Color: NA	Size (L x W x H): NA	
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: VARIOUS WATER PARTS IN UNKNOWN CONDITION				

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:	NO LONGER USE. REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 4-19-2024

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: \$ _____





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• Safety Products

UN3091
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760-400-8700 outside the U.S.





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 10. **Resolution #2024-12** - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2024.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-12

Summary:

This is a resolution to start the process of adopting revised impact fee rates that will be effective on July 1, 2024.

Background Information:

In 2023, the Board approved Ordinance #2023-25, which added a provision to the Impact Fee Ordinance to allow for an automatic adjustment to the impact fees each year. The adjustment would allow for construction cost inflation each year. This year, the difference in the Construction Cost Index that is published by Engineering News is 2.28662%. Exhibit A in the Resolution shows the calculations and what the proposed impact fees will be after the adjustment.

This resolution states that the adjusted rates be placed in the fee schedule that will be adopted along with the budget ordinance. That ordinance will become effective on July 1, 2024.

Financial Summary:

The impact fee rates will be increased by 2.28662% as shown in Exhibit A of the Resolution. This will generate additional revenues for the different impact fee funds to help offset the additional costs required to make improvements or purchase equipment needed for the Parks Department, Street Department, Police Department and Fire Department.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-12

A RESOLUTION OF THE CITY OF LA VERGNE TO ADOPT REVISED IMPACT FEE RATES TO BE EFFECTIVE JULY 1, 2024.

WHEREAS, the City of La Vergne has established Park Impact Fees, Road Impact Fees, Police Impact Fees, and Fire Impact Fees; and

WHEREAS, Ordinance #2023-25 amended Ordinance #2020-18 as amended by Ordinance #2021-37 by adding a new Section 11(m) to allow for Automatic Indexing For Inflation; and,

WHEREAS, this new section allows the impact fees adopted by the Board of Mayor and Aldermen to 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; and,

WHEREAS, the existing impact 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 and to adjust the fee schedule with the impact fees being rounded to the nearest whole dollar increment to become effective on July 1 of each year.

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

1. The impact fees listed in the City of La Vergne Fee Schedule be adjusted as attached in Exhibit A, be placed in the budget ordinance to be adopted and effective on July 1, 2024.

Resolved this the 7th day of May, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Construction Cost Index**Exhibit A**

New Index - April 2024	13532.08
Last Year Index - April 2023	13229.57
Difference in Indexes	302.51
Difference divided by Older Index	0.0228662
Percentage Change in Indexes	2.28662

● Impact Fees		2024 - 2025		2023 - 2024	
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)					
- Day Care Center (per 1,000 sf)	\$63	\$63	\$62	\$62	
- Elementary/High School (per 1,000 sf)	\$63	\$63	\$62	\$62	
- Hospital (per 1,000 sf)	\$63	\$63	\$62	\$62	
- Industrial (per 1,000) sf	\$44	\$44	\$43	\$43	
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	
- Mobile Home Park (per Pad)	\$193	\$193	\$189	\$189	
- Multi-Family (per Dwelling)	\$161	\$161	\$157	\$157	
- Nursing Home (per 1,000 sf)	\$63	\$63	\$62	\$62	
- Office/Institutional (per 1,000 sf)	\$102	\$102	\$100	\$100	
- Place of Worship (per 1,000 sf)	\$63	\$63	\$62	\$62	
- Retail/Commercial (per 1,000 sf)	\$106	\$106	\$104	\$104	
- Single-Family Detached (per Dwelling)	\$213	\$213	\$208	\$208	
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)					
- Mobile Home Park (per Pad)	\$1,190	\$1,190	\$1,163	\$1,163	
- Multi-Family (per Dwelling)	\$981	\$981	\$959	\$959	
- Single-Family Detached (per Dwelling)	\$1,307	\$1,307	\$1,278	\$1,278	
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)					
- Day Care Center (per 1,000 sf)	\$166	\$166	\$162	\$162	
- Elementary/High School (per 1,000 sf)	\$166	\$166	\$162	\$162	
- Hospital (per 1,000 sf)	\$166	\$166	\$162	\$162	
- Industrial (per 1,000) sf	\$117	\$117	\$114	\$114	
- Mini-Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	
- Mobile Home Park (per Pad)	\$508	\$508	\$497	\$497	
- Multi-Family (per Dwelling)	\$421	\$421	\$412	\$412	
- Nursing Home (per 1,000 sf)	\$166	\$166	\$162	\$162	
- Office/Institutional (per 1,000 sf)	\$270	\$270	\$264	\$264	
- Place of Worship (per 1,000 sf)	\$166	\$166	\$162	\$162	
- Retail/Commercial (per 1,000 sf)	\$279	\$279	\$273	\$273	
- Single-Family Detached (per Dwelling)	\$561	\$561	\$548	\$548	
- Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	
* Road Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)					
- Day Care Center (per 1,000 sf)	\$4,617	\$4,617	\$4,514	\$4,514	
- Elementary/High School (per 1,000 sf)	\$1,739	\$1,739	\$1,700	\$1,700	
- Hospital (per 1,000 sf)	\$4,334	\$4,334	\$4,237	\$4,237	
- Industrial (per 1,000) sf	\$2,108	\$2,108	\$2,061	\$2,061	
- Mini-Warehouse (per 1,000 sf)	\$941	\$941	\$920	\$920	
- Mobile Home Park (per Pad)	\$2,517	\$2,517	\$2,461	\$2,461	
- Multi-Family (per Dwelling)	\$3,684	\$3,684	\$3,602	\$3,602	
- Nursing Home (per 1,000 sf)	\$2,644	\$2,644	\$2,585	\$2,585	
- Office/Institutional (per 1,000 sf)	\$5,599	\$5,599	\$5,474	\$5,474	
- Place of Worship (per 1,000 sf)	\$2,807	\$2,807	\$2,744	\$2,744	
- Retail/Commercial (per 1,000 sf)	\$7,421	\$7,421	\$7,255	\$7,255	
- Single-Family Detached (per Dwelling)	\$4,752	\$4,752	\$4,646	\$4,646	
- Warehouse (per 1,000 sf)	\$1,089	\$1,089	\$1,065	\$1,065	



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 11. **Resolution #2024-13** - A Resolution to Authorize the Mayor to Negotiate a Settlement Agreement for Presentation to the Board of Mayor and Aldermen.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Resolution #2024-13

Summary:

This is a resolution to authorize the Mayor to negotiate a settlement agreement regarding the 24" Water Line Project in City of La Vergne v. US Fire Insurance Company.

Background Information:

This resolution will give the Mayor the authority to negotiate a settlement agreement in the lawsuit and then the proposed settlement will have to come back before the Board of Mayor and Aldermen for approval.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-13

A RESOLUTION TO AUTHORIZE THE MAYOR TO NEGOTIATE A SETTLEMENT AGREEMENT FOR PRESENTATION TO THE BOARD OF MAYOR AND ALDERMEN.

WHEREAS, the City of La Vergne (hereinafter, "City"), sued US Fire Insurance Company for enforcement of the performance bond issued in connection with the installation of a 24-inch water line in *City of La Vergne v. US Fire Insurance Company*, US District Court, Middle District of Tennessee, Case No. 3:23-cv-00854 (the, "Civil Action"); and

WHEREAS, the Mayor should be authorized to negotiate a settlement agreement of the Civil Action for presentation to the Board of Mayor and Aldermen for its consideration; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the Mayor be, and hereby is, authorized to negotiate a settlement agreement of the Civil Action for presentation to the Board of Mayor and Aldermen for its consideration.

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

RESOLVED this the 7th day of May, 2024.

Mayor Jason Cole

ATTEST:

Bruce E. Richardson, City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 12. **Resolution #2024-14** - A Resolution to Approve a Land Acquisition Policy for the Blair Road West Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Resolution #2024-14
 2. Exhibit 1
 3. Exhibit 2

Summary:

This is a resolution to approve a land acquisition policy for the Blair Road West Project. It allows the city to acquire the necessary real property for the project.

Background Information:

In September 2023, the BOMA approved a Professional Services Agreement with Croft & Associates for right-of-way acquisition consulting services for this project. We are now at a point where the actual acquisition process can begin. When the city acquires property for large projects, we adopt a land acquisition policy for that project.

This resolution outlines the steps to be taken to acquire the property needed for the project.

Croft shall submit title opinion letters and the proposed acquisition documents to the city attorney's office for review and approval. Once approval has been received, Croft shall attempt to acquire the property from the parties identified and will offer them up to ten percent (10%) over the appraised value for a voluntary and timely transfer of the property within 30 days of the offer. If Croft is not able to acquire the property, they will notify the city engineer and the city attorney. The city attorney will then be authorized to condemn the property by eminent domain.

Financial Summary:

We do not have an estimate of the costs at this time. The final cost will be dependent on the property owners and if they are willing to voluntarily transfer the property to the city within 30 days of the offer.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-14

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR THE BLAIR ROAD WEST PROJECT.

WHEREAS, the City of La Vergne (hereinafter, "City"), has undertaken the extension of Blair Road from Waldron Road to Carothers Road (hereinafter, "Project"), including the acquisition of the interests in real property identified and described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained Croft & Associates (hereinafter, "Croft"), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of the Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. Croft shall submit title opinion letters and proposed acquisition documents to the City Attorney's office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, Croft shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. Croft shall attempt to acquire the Real Property Interests from the parties identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that Croft is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, Croft shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public welfare requiring it.

RESOLVED this the 7th day of May, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

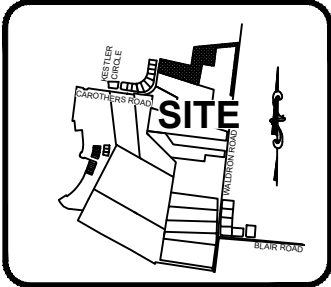
Exhibit 1

Blair Road Extension							
Tract #	Owner	Map/Parcel	Res/Comm/H PR	Address	ROW / Perm / Temp Total Compensation	Sign within 30 Days Bonus 10%	Total Compensation with Improvements
1	Shauna Altizer(FKA-Jamie O. Lewis, Executrix)	029-027.03-000	Res	0 Waldron Road	\$1,168.00	\$116.80	\$1,284.80
4	Dawit D. Bekele(FKA-Michael Warner)	029I-A-008.00-000	Res	116 Washer Drive	\$911.00	\$91.10	\$1,002.10
5	Chue Yang & Sisay Yang	029-032.03-000	Res	1361 Carothers Road	\$3,496.00	\$349.60	\$22,995.60
6	Roger Keon Terry & Amber Fields Terry	029I-A-007.00-000	Res	114 Washer Drive	\$15,508.00	\$1,550.80	\$17,058.80
7	Maimouna Mbow	029I-A-006.00-000	Res	110 Washer Drive	\$21,537.00	\$2,153.70	\$26,390.70
8	AH4R-TN3 LLC, ATTN: TAX DEPT(FKA-Humberta Tano Tzoy)	029I-A-005.00-000	Res	108 Washer Drive	\$4,525.00	\$452.50	\$4,977.50
9	Humberta Tano	029I-A-004.00-000	Res	106 Washer Drive	\$13,458.00	\$1,345.80	\$14,803.80
10	Beneias Zergaw and Samerawit Addafre	029I-A-003.00-000	Res	104 Washer Drive	\$10,946.00	\$1,094.60	\$12,040.60
14	Hamlet at Carothers Crossing Owner's Association, Inc.,(FKA-Burkitt Hills Investment Group LLC)	029I-B-001.01-000	Res	0 Oasis Drive	\$12,055.00	\$1,205.50	\$13,260.50
16	Jon Morton Chick & Constance Chick	029-031.00-000	Res	0 Carothers Road	\$95,995.00	\$9,599.50	\$105,594.50
17	John W. Neal & Linda D. Neal	029-032.00-000	Res	1367 Carothers Road	\$36,394.00	\$3,639.40	\$58,083.40
18	Robert K. Lee & Patricia S. Lee	029-033.00-000	Res	754 Waldron Road	\$26,690.00	\$2,669.00	\$29,359.00
19	Christopher Seward	029-034.02-000	Res	768 Waldron Road	\$4,406.00	\$440.60	\$4,846.60
40	Joe B. Laws, Jr. & Debra A. Laws	029-039.00-000	Res	788 Waldron Road	\$14,766.00	\$1,476.60	\$18,392.60
41	Cory D. McClellan & Tracy G. McClellan	029-038.00-000	Res	782 Waldron Road	\$10,230.00	\$1,023.00	\$12,903.00
44	Lanny B. McGowan, Jr & Carolyn Mae McGowan	029O-A-037.00-000	Res	809 Waldron Road	\$11,505.00	\$1,150.50	\$13,055.50
45	Robert Lee & Deloris Lee	029O-A-038.00-000	Res	815 Waldron Road	\$6,112.00	\$611.20	\$6,723.20
46	Margaret Ann Martin	029O-A-039.00-000	Res	821 Waldron Road	\$35,696.00	\$3,569.60	\$39,865.60
48	Robert Mark Curran & Sherry Lynn Curran	029O-A-022.00-000	Res	820 Walnut Ridge Drive	\$22,021.00	\$2,202.10	\$24,223.10
	Total Project				\$609,034.00	\$60,903.40	\$714,637.40

EXHIBIT LOT - 1

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



GRAPHIC SCALE: 1" = 20'

SHAUNA ALTIZER
MAP 029
PARCEL 027.03
P.B. 45 PG 21
B. 2271 P. 3284

SHAUNA ALTIZER
MAP 029
PARCEL 027.03
P.B. 45 PG 21
B. 2271 P. 3284

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
991 SQ.FT.

PROPERTY LOCATION:
Carothers Road
La Vergne, TN (Rutherford County)

CAROTHERS ROAD

POB (R.O.W.)
N:600843.69
E:1790076.91

ROW DEDICATION
0.023 ACRES
991 SQ.FT

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:600815.06
E:1790082.11

TEMPORARY CONSTRUCTION
EASEMENT
0.013 ACRES
561 SQ.FT

POB (PERMANENT SLOPE
EASEMENT)
N:600784.58
E:1790077.45

PERMANENT SLOPE
EASEMENT
0.004 ACRES
170 SQ.FT

CHUE YANG &
WIFE SISAY YANG
MAP 029
PARCEL 032.03
B. 572, P. 386



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

Parcel Line Table		
Line #	Length	Direction
L1	9.46'	S81°18'50"E
L2	27.52'	S8°41'10"W
L3	30.84'	S8°41'10"W
L4	16.38'	S8°41'10"W
L5	11.91'	N72°11'53"W
L6	62.96'	N10°13'55"E
L7	28.75'	N10°13'55"E
L8	38.00'	S5°54'13"E
L9	9.87'	N72°11'53"W
L10	20.81'	S12°03'47"E
L11	51.54'	S5°54'13"E
L12	10.92'	N72°11'53"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	18.83'	1030.00'	1° 02' 51"	S9° 12' 35"W	18.83'

PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF CAROTHERS DRIVE, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS DRIVE AND KESTLER CIRCLE, BEING PART OF THE LAND DEEDED TO SHAUNA ALTIZER IN PLAT BOOK 45 PAGE 21, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600843.69; EAST 1790076.91 THENCE, S 81° 18' 50" E FOR A DISTANCE OF 9.46 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 27.52 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 30.84 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 16.38 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 02' 51", HAVING A RADIUS OF 1030.00 FEET, A DISTANCE OF 18.33 FEET AND WHOSE LONG CHORD BEARS S 09° 12' 35" W FOR A DISTANCE OF 18.83 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 72° 11' 53" W FOR A DISTANCE OF 11.91 FEET TO A POINT ON A LINE; THENCE, N 10° 13' 55" E FOR A DISTANCE OF 62.96 FEET TO A POINT ON A LINE; THENCE N 10° 13' 55" E A DISTANCE OF 28.75 FEET TO THE POINT OF BEGINNING.

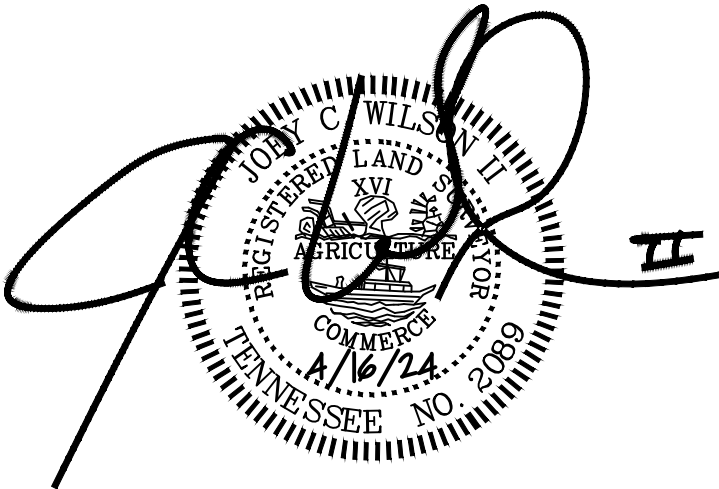
CONTAINING 991 SQUARE FEET OR 0.023 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600784.58; EAST 1790077.45; THENCE, S 05° 54' 13" E FOR A DISTANCE OF 38.00 FEET TO A POINT ON A LINE; THENCE, N 72° 11' 53" W FOR A DISTANCE OF 9.87 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 01° 02' 51", HAVING A RADIUS OF 1030.00 FEET A DISTANCE OF 18.83 FEET AND WHOSE LONG CHORD BEARS N 09° 12' 35" E FOR A DISTANCE OF 18.83 FEET. THENCE N 08° 41' 10" E A DISTANCE OF 16.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 170 SQUARE FEET OR 0.004 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600815.06; EAST 1790082.11; THENCE, S 12° 03' 47" E FOR A DISTANCE OF 20.81 FEET TO A POINT ON A LINE; THENCE, S 05° 54' 13" E FOR A DISTANCE OF 51.54 FEET TO A POINT ON A LINE; THENCE, N 72° 11' 53" W FOR A DISTANCE OF 10.92 FEET TO A POINT ON A LINE; THENCE, N 05° 54' 13" W FOR A DISTANCE OF 38.00 FEET TO A POINT ON A LINE; THENCE N 08° 41' 10" E A DISTANCE OF 30.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 561 SQUARE FEET OR 0.013 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
991 SQ.FT.
PROPERTY LOCATION:
Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275



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TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

DARRIS WADE &
WIFE, DIANA WADE
MAP 029I GROUP A
PARCEL 009.00
P.B. 29 PG 89
D. B. 2286 PG 2494

DAWIT D. BEKELE
MAP 029I
GROUP A
PARCEL 008.00
P.B. 29 PG 89
D.B. 2146 PG 3048

ROGER KEON TERRY &
WIFE, AMBER FIELDS TERRY
MAP 029I GROUP A
PARCEL 007.00
P.B. 29 PG 89
D. B. 2093 PG 1594

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:600769.39
E:1790012.72

TEMPORARY
CONSTRUCTION
EASEMENT
0.007 ACRES
291 SQ.FT

POB (R.O.W.)
N:600729.51
E:1790007.10

R.O.W. DEDICATION
0.00 ACRES
12 SQ.FT

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

Parcel Line Table

Line #	Length	Direction
L1	40.27'	S8°00'44"W
L2	14.44'	S11°59'21"W
L3	4.33'	S12°32'36"W
L4	0.78'	N81°45'27"W
L5	10.32'	N81°45'27"W
L6	45.60'	N22°34'32"E
L7	14.85'	N11°47'13"E
L8	18.72'	S8°00'44"W
L9	1.34'	N81°45'27"W

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO DAWIT D. BEKELE BY IN PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600729.51; EAST 1790007.10 THENCE, S 08° 00' 44" W FOR A DISTANCE OF 18.72 FEET TO A POINT ON A LINE; THENCE, N 81° 45' 27" W FOR A DISTANCE OF 1.34 FEET TO A POINT ON A LINE; THENCE, N 12° 32' 36" E FOR A DISTANCE OF 4.33 FEET TO A POINT ON A LINE; THENCE N 11° 59' 21" E A DISTANCE OF 14.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 12 SQUARE FEET OR 0.00 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

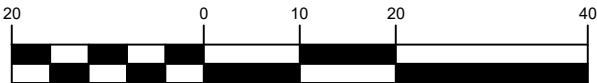
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600769.39; EAST 1790012.72; THENCE, S 08° 00' 44" W FOR A DISTANCE OF 40.27 FEET TO A POINT ON A LINE; THENCE, S 11° 59' 21" W FOR A DISTANCE OF 14.44 FEET TO A POINT ON A LINE; THENCE, S 12° 32' 36" W FOR A DISTANCE OF 4.33 FEET TO A POINT ON A LINE; THENCE, N 81° 45' 27" W FOR A DISTANCE OF 0.78 FEET TO A POINT ON A LINE; THENCE, N 81° 45' 27" W FOR A DISTANCE OF 10.32 FEET TO A POINT ON A LINE; THENCE, N 22° 34' 32" E FOR A DISTANCE OF 45.60 FEET TO A POINT ON A LINE; THENCE N 11° 47' 13" E A DISTANCE OF 14.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 291 SQUARE FEET OR 0.007 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



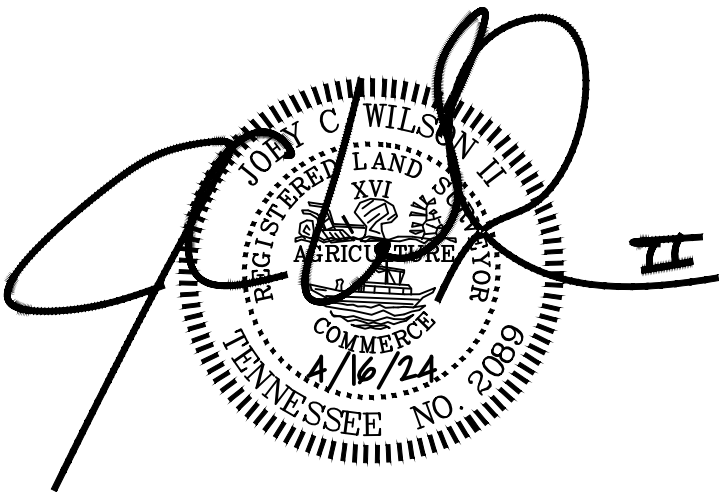
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W.

12 SQ.FT.

PROPERTY LOCATION:
116 Washer Drive
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275

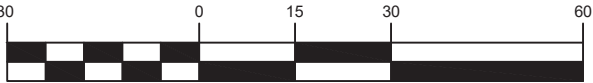


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

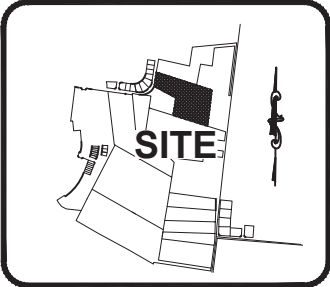
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



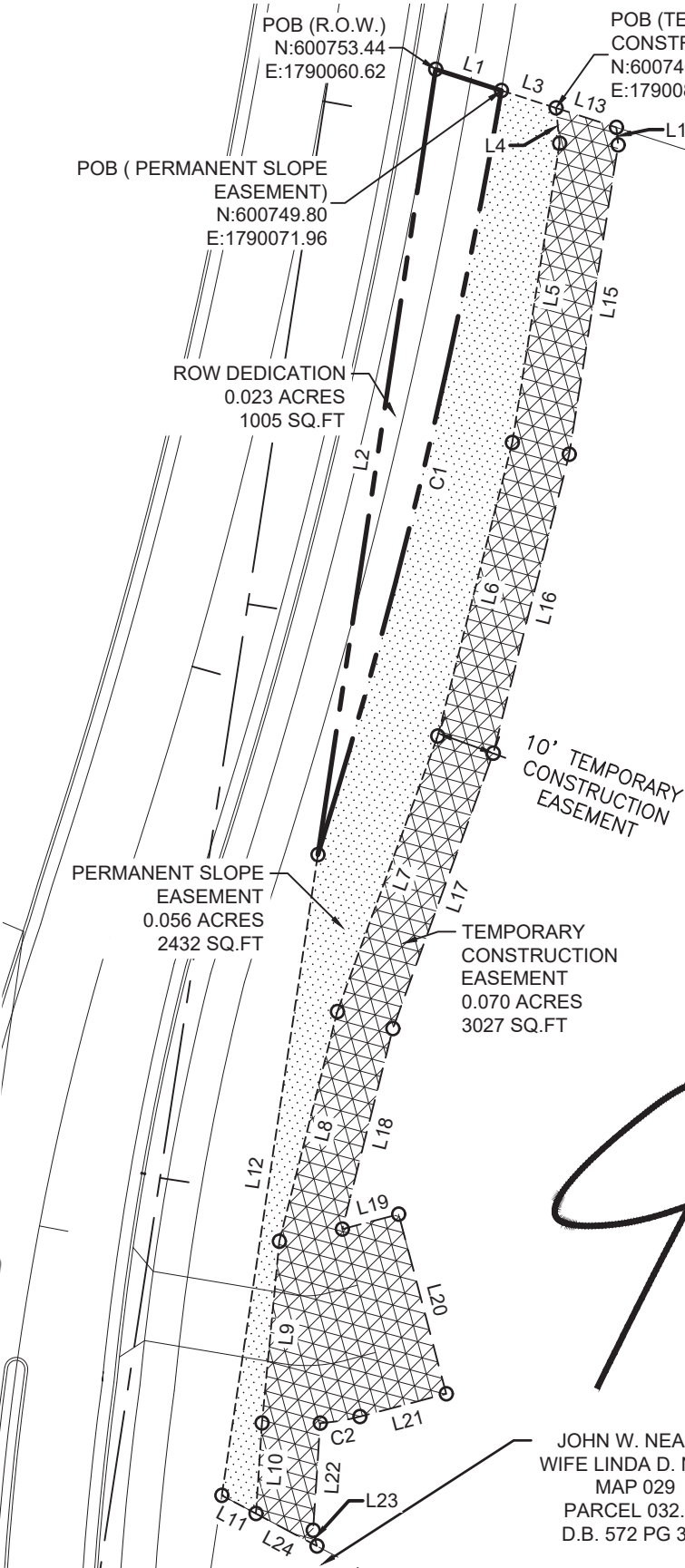
GRAPHIC SCALE: 1" = 30'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT- 5



VICINITY MAP
NOT TO SCALE

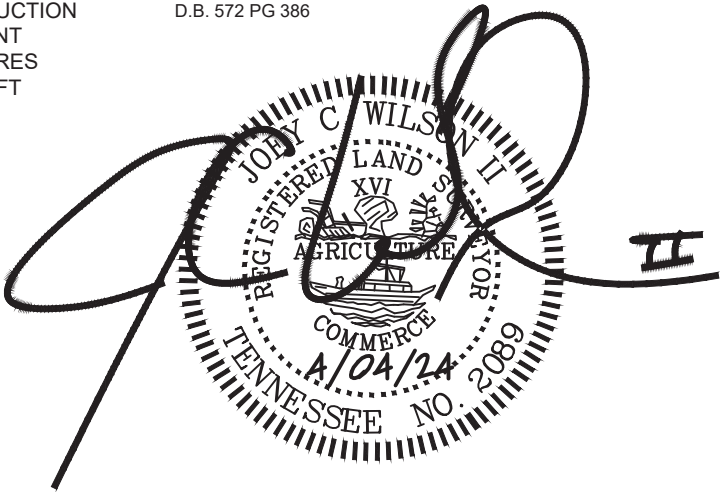


SHAUNA ALTIZER
MAP 029
PARCEL 027.03
P.B. 45 PG 21
D. B. 2271 PG 3284

GENERAL NOTES:
1) THIS IS NOT A GENERAL
PROPERTY SURVEY AS
DEFINED UNDER RULE
0820.03-7. PROPOSED RIGHT
OF WAY AND EASEMENTS
WERE PROVIDED BY OTHERS

CHUE YANG &
WIFE, SISAY YANG
MAP 029
PARCEL 032.03
D.B. 572 PG 386

TEMPORARY
CONSTRUCTION
EASEMENT
0.070 ACRES
3027 SQ.FT



JOHN W. NEAL &
WIFE LINDA D. NEAL
MAP 029
PARCEL 032.00
D.B. 572 PG 383

PROPOSED R.O.W
1005 SQ.FT.

PROPERTY LOCATION:
1361 Carothers Road
Nolensville, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724 SHEET 1 OF 2



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/4/2024
Scale: 1" = 30
Drawn: AS
Job No.: 21-1724

Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	11.91'	S72°11'53"E	L13	10.92'	S72°11'53"E
L2	136.82'	N8°31'22"E	L14	3.05'	S5°54'13"E
L3	9.87'	S72°11'53"E	L15	53.94'	S8°59'09"W
L4	6.14'	S5°54'13"E	L16	53.15'	S14°14'48"W
L5	52.18'	S8°59'09"W	L17	50.51'	S20°01'51"W
L6	52.19'	S14°14'48"W	L18	35.62'	S14°09'28"W
L7	50.51'	S20°01'51"W	L19	10.05'	N75°11'24"E
L8	40.81'	S14°09'28"W	L20	32.00'	S14°48'36"E
L9	31.45'	S5°27'09"W	L21	15.37'	S75°11'24"W
L10	15.65'	S3°47'27"W	L22	18.52'	S3°47'27"W
L11	6.67'	N61°59'04"W	L23	2.77'	S13°35'55"E
L12	111.63'	N8°31'22"E	L24	11.87'	N61°59'04"W

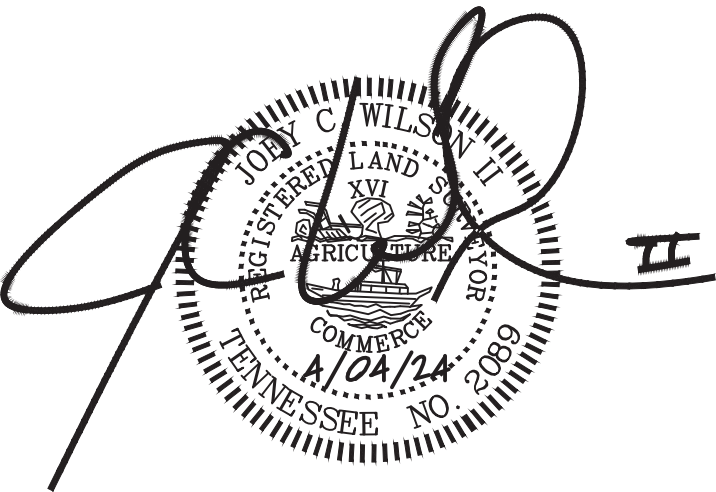
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	135.51'	1030.00'	7° 32' 16"	S13° 30' 09"W	135.41'
C2	6.95'	36.00'	11° 03' 13"	S80° 43' 00"W	6.93'

PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTLER CIRCLE, BEING PART OF THE LAND DEEDED TO CHUE YANG AND WIFE, SISAY YANG BY DEED BOOK 572 PAGE 386 IN, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:
BEING THE NORTHEAST CORNER OF SUBJECT PARCEL AND WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600753.44; EAST 1790060.62 THENCE, S 72° 11' 53" E FOR A DISTANCE OF 11.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 07° 32' 16", HAVING A RADIUS OF 1030.00 FEET, A DISTANCE OF 135.51 FEET AND WHOSE LONG CHORD BEARS S 13° 30' 09" W FOR A DISTANCE OF 135.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N 08° 31' 22" E A DISTANCE OF 136.82 FEET TO THE POINT OF BEGINNING.
CONTAINING 1005 SQUARE FEET OR 0.023 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600749.80; EAST 1790071.96; THENCE, S 72° 11' 53" E FOR A DISTANCE OF 9.87 FEET TO A POINT ON A LINE; THENCE, S 05° 54' 13" E FOR A DISTANCE OF 6.14 FEET TO A POINT ON A LINE; THENCE, S 08° 59' 09" W FOR A DISTANCE OF 52.18 FEET TO A POINT ON A LINE; THENCE, S 14° 14' 48" W FOR A DISTANCE OF 52.19 FEET TO A POINT ON A LINE; THENCE, S 20° 01' 51" W FOR A DISTANCE OF 50.51 FEET TO A POINT ON A LINE; THENCE, S 14° 09' 28" W FOR A DISTANCE OF 35.62 FEET TO A POINT ON A LINE; THENCE, S 05° 27' 09" W FOR A DISTANCE OF 31.45 FEET TO A POINT ON A LINE; THENCE, S 03° 47' 27" W FOR A DISTANCE OF 15.65 FEET TO A POINT ON A LINE; THENCE, N 61° 59' 04" W FOR A DISTANCE OF 6.67 FEET TO A POINT ON A LINE; THENCE, N 08° 31' 22" E FOR A DISTANCE OF 111.63 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 07° 32' 16", HAVING A RADIUS OF 1030.00 FEET, A DISTANCE OF 135.51 FEET AND WHOSE LONG CHORD BEARS N 13° 30' 09" E FOR A DISTANCE OF 135.41 FEET TO THE POINT OF BEGINNING.
CONTAINING 2432 SQUARE FEET OR 0.056 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600746.78; EAST 1790081.36; THENCE, S 72° 11' 53" E FOR A DISTANCE OF 10.92 FEET TO A POINT ON A LINE; THENCE, S 05° 54' 13" E FOR A DISTANCE OF 3.05 FEET TO A POINT ON A LINE; THENCE, S 08° 59' 09" W FOR A DISTANCE OF 53.94 FEET TO A POINT ON A LINE; THENCE, S 14° 14' 48" W FOR A DISTANCE OF 53.15 FEET TO A POINT ON A LINE; THENCE, S 20° 01' 51" W FOR A DISTANCE OF 50.51 FEET TO A POINT ON A LINE; THENCE, S 14° 09' 28" W FOR A DISTANCE OF 35.62 FEET TO A POINT ON A LINE; THENCE, N 75° 11' 24" E FOR A DISTANCE OF 10.05 FEET TO A POINT ON A LINE; THENCE, S 14° 48' 36" E FOR A DISTANCE OF 32.00 FEET TO A POINT ON A LINE; THENCE, S 75° 11' 24" W FOR A DISTANCE OF 15.37 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 11° 03' 13", HAVING A RADIUS OF 36.00 FEET, A DISTANCE OF 6.95 FEET AND WHOSE LONG CHORD BEARS S 80° 43' 00" W FOR A DISTANCE OF 6.93 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 03° 47' 27" W FOR A DISTANCE OF 18.52 FEET TO A POINT ON A LINE; THENCE, S 13° 35' 55" E FOR A DISTANCE OF 2.77 FEET TO A POINT ON A LINE; THENCE, N 61° 59' 04" W FOR A DISTANCE OF 11.87 FEET TO A POINT ON A LINE; THENCE, N 03° 47' 27" E FOR A DISTANCE OF 15.65 FEET TO A POINT ON A LINE; THENCE, N 05° 27' 09" E FOR A DISTANCE OF 31.45 FEET TO A POINT ON A LINE; THENCE, N 14° 09' 28" E FOR A DISTANCE OF 40.81 FEET TO A POINT ON A LINE; THENCE, N 20° 01' 51" E FOR A DISTANCE OF 50.51 FEET TO A POINT ON A LINE; THENCE, N 14° 14' 48" E FOR A DISTANCE OF 52.19 FEET TO A POINT ON A LINE; THENCE, N 08° 59' 09" E FOR A DISTANCE OF 52.18 FEET TO A POINT ON A LINE; THENCE N 05° 54' 13" W A DISTANCE OF 6.14 FEET TO THE POINT OF BEGINNING.
CONTAINING 3027 SQUARE FEET OR 0.070 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W

1005 SQ.FT.

PROPERTY LOCATION:
1361 Carothers Road
Nolensville, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
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Date: 4/4/2024
Scale: 1" = 30'
Drawn: AS
Job No.: 21-1724

LEGEND

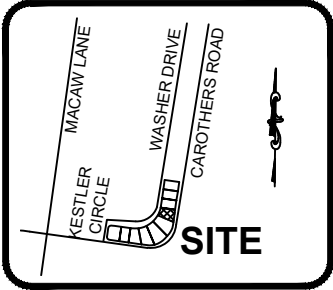
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT - 6

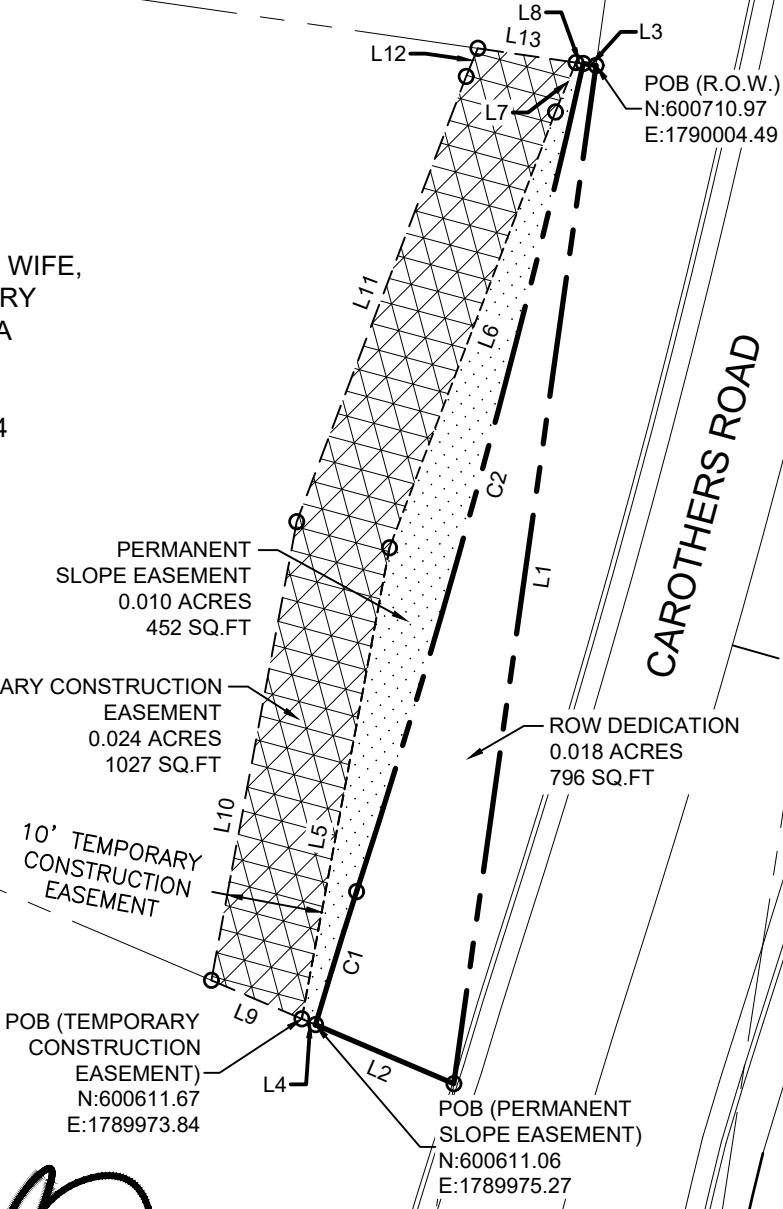


VICINITY MAP
NOT TO SCALE

DAWIT D. BEKELE
MAP 029I GROUP A
PARCEL 008.00
P.B. 29 PG 89
D.B. 2146 PG 3048

ROGER KEON TERRY & WIFE,
AMBER FIELDS TERRY
MAP 029I GROUP A
PARCEL 007.00
P.B. 29 PG 89
D. B. 2093 PG 1594

MAIMOUNA MBOW
MAP 029I GROUP A
PARCEL 006.00
P.B. 29 PG 89
D. B. 1006 PG 3348



PERMANENT
SLOPE EASEMENT
0.010 ACRES
452 SQ.FT

TEMPORARY CONSTRUCTION
EASEMENT
0.024 ACRES
1027 SQ.FT

10' TEMPORARY
CONSTRUCTION
EASEMENT

ROW DEDICATION
0.018 ACRES
796 SQ.FT

POB (TEMPORARY
CONSTRUCTION
EASEMENT)
N:600611.67
E:1789973.84

POB (PERMANENT
SLOPE EASEMENT)
N:600611.06
E:1789975.27

[Handwritten signature]
JOEY C. WILSON II
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
A/16/24
TENNESSEE NO. 2089

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W

796 SQ.FT.

PROPERTY LOCATION:

114 Washer Drive
La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, PC.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	14.50'	530.00'	1° 34' 02"	S17° 10' 19"W	14.50'
C2	89.46'	970.00'	5° 17' 03"	N15° 18' 48"E	89.43'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table		
Line #	Length	Direction
L1	107.08'	S7°57'37"W
L2	15.65'	N66°54'27"W
L3	1.34'	S81°45'27"E
L4	1.55'	N66°52'38"W
L5	49.90'	N10°32'34"E
L6	48.58'	N20°50'42"E
L7	5.57'	N22°34'32"E
L8	0.78'	S81°45'27"E
L9	10.24'	N66°54'43"W
L10	48.58'	N10°32'34"E
L11	49.63'	N20°50'42"E
L12	3.17'	N22°34'32"E
L13	10.32'	S81°45'27"E

GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE WEST SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTLER CIRCLE, BEING PART OF THE LAND DEEDED TO ROGER KEON TERRY AND WIFE, AMBER FIELDS TERRY BY DEED BOOK 2093 PAGE 1594 IN PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600710.97; EAST 1790004.49; THENCE, S 07° 57' 37" W FOR A DISTANCE OF 107.08 FEET TO A POINT ON A LINE; THENCE, N 66° 54' 27" W FOR A DISTANCE OF 15.65 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 01° 34' 02", HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 14.50 FEET AND WHOSE LONG CHORD BEARS N 17° 10' 19" E FOR A DISTANCE OF 14.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05° 17' 03", HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 89.46 FEET AND WHOSE LONG CHORD BEARS N 15° 18' 48" E FOR A DISTANCE OF 89.43 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 81° 45' 27" E A DISTANCE OF 1.34 FEET TO THE POINT OF BEGINNING.

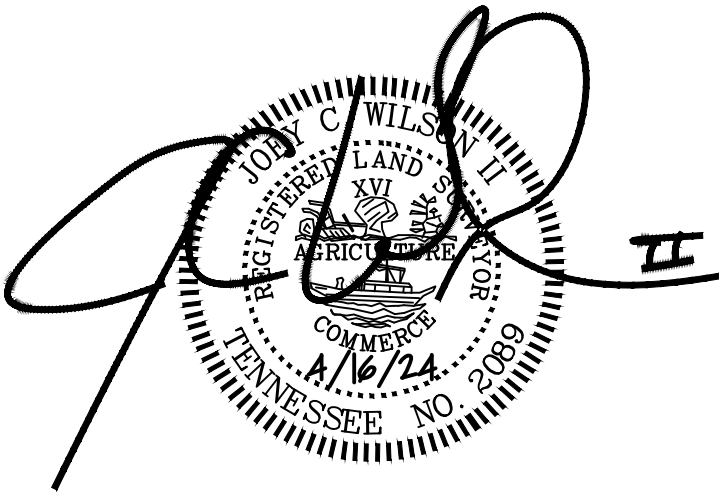
CONTAINING 796 SQUARE FEET OR 0.018 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600611.06; EAST 1789975.27; THENCE, N 66° 52' 38" W FOR A DISTANCE OF 1.55 FEET TO A POINT ON A LINE; THENCE, N 10° 32' 34" E FOR A DISTANCE OF 49.90 FEET TO A POINT ON A LINE; THENCE, N 20° 50' 42" E FOR A DISTANCE OF 48.58 FEET TO A POINT ON A LINE; THENCE, N 22° 34' 32" E FOR A DISTANCE OF 5.57 FEET TO A POINT ON A LINE; THENCE, S 81° 45' 27" E FOR A DISTANCE OF 0.78 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 05° 17' 03", HAVING A RADIUS OF 970.00 FEET, A DISTANCE OF 89.46 FEET AND WHOSE LONG CHORD BEARS S 15° 18' 48" W FOR A DISTANCE OF 89.43 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 01° 34' 02", HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 14.50 FEET AND WHOSE LONG CHORD BEARS S 17° 10' 19" W FOR A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 452 SQUARE FEET OR 0.010 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600611.67; EAST 1789973.84 ; THENCE, N 66° 54' 43" W FOR A DISTANCE OF 10.24 FEET; THENCE, N 10° 32' 34" E FOR A DISTANCE OF 48.58 FEET; THENCE, N 20° 50' 42" E FOR A DISTANCE OF 49.63 FEET; THENCE, N 22° 34' 32" E FOR A DISTANCE OF 3.17 FEET; THENCE, S 81° 45' 27" E FOR A DISTANCE OF 10.32 FEET; THENCE, S 22° 34' 32" W FOR A DISTANCE OF 5.57 FEET; THENCE, S 20° 50' 42" W FOR A DISTANCE OF 48.58 FEET; THENCE S 10° 32' 34" W A DISTANCE OF 49.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1027 SQUARE FEET OR 0.024 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



PROPOSED R.O.W
796 SQ.FT.
PROPERTY LOCATION:
114 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 2



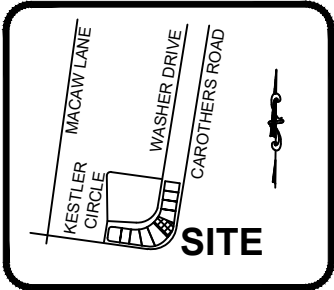
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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT-7

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GENERAL NOTES:

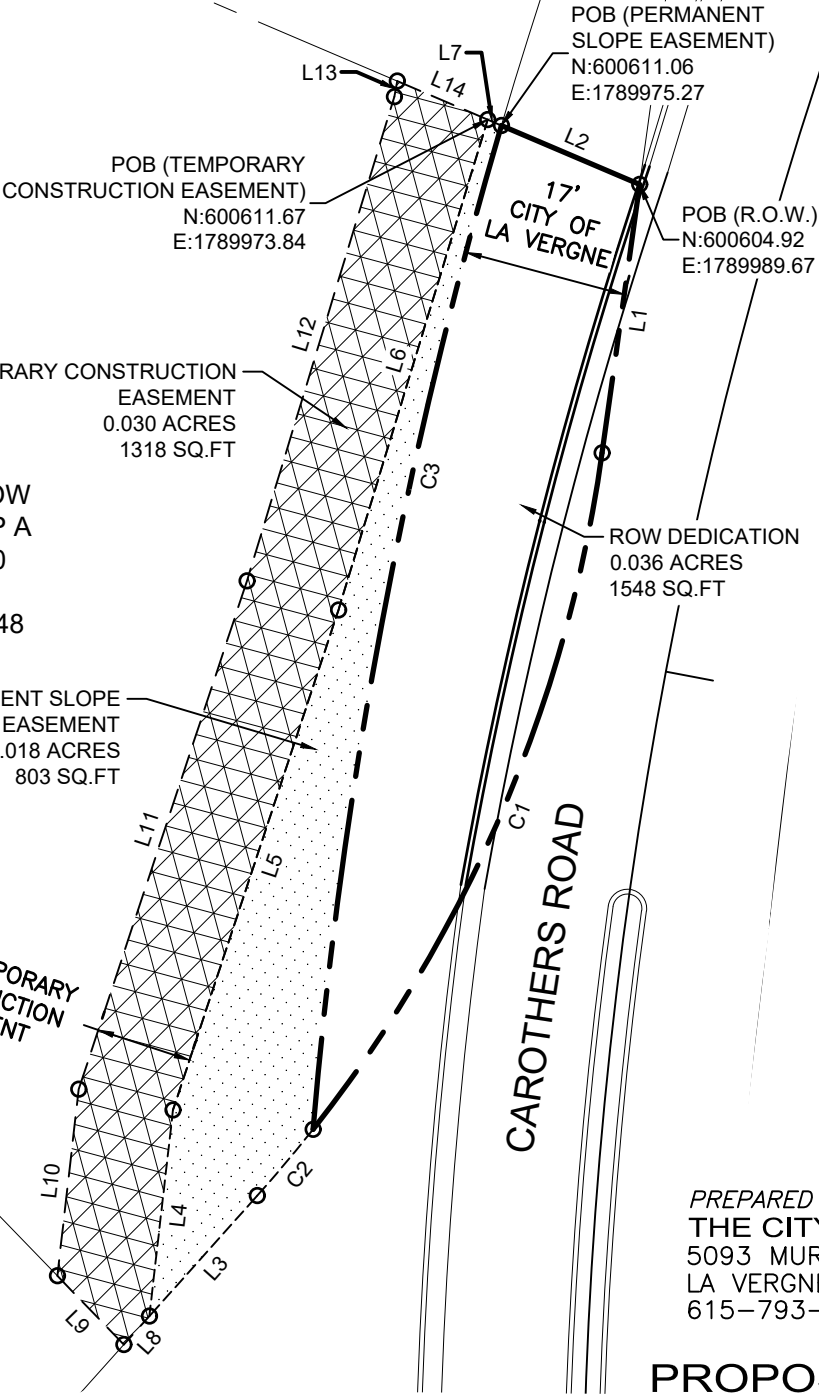
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

VICINITY MAP
NOT TO SCALE

ROGER KEON TERRY, &
WIFE, AMBER FIELDS TERRY
MAP 029I GROUP A
PARCEL 007.00
P.B. 29 PG 89
D.B. 2093 PG 1594

MAIMOUNA MBOW
MAP 029I GROUP A
PARCEL 006.00
P.B. 29 PG 89
D. B.1006 PG 3348

AH4R-TN3, LLC
MAP 029I GROUP A
PARCEL 005.00
P.B. 29 PG 89
D.B. 1867 PG 3673



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
1,548 SQ.FT.

PROPERTY LOCATION:
110 Washer Drive
La Vergne, TN (Rutherford County)



GRAPHIC SCALE: 1" = 20'



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



IF YOU DIG TENNESSEE...
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TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE,TN 37086
615-793-6025

Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	28.23'	N7°57'51"W	L8	3.98'	N41°50'33"W
L2	15.65'	N66°54'27"E	L9	9.97'	S44°03'16"W
L3	16.84'	N41°50'33"W	L10	19.56'	S6°32'23"W
L4	21.61'	S6°32'23"W	L11	55.78'	S18°18'24"W
L5	54.87'	S18°18'24"W	L12	52.70'	S16°55'43"W
L6	53.38'	S16°55'43"W	L13	1.67'	S10°32'34"W
L7	1.55'	S66°54'27"E	L14	10.24'	S66°54'27"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	77.53'	146.37'	30° 21' 02"	S23° 08' 04"E	76.63'
C2	9.02'	146.37'	3° 31' 58"	S40° 04' 34"E	9.02'
C3	106.57'	530.00'	11° 31' 15"	S10° 37' 41"W	106.39'

PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO MAIMOUNA MBOW BY DEED BOOK 1006 PAGE 3348 & PLAT BOOK 29, PAGE 89 REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600604.92; EAST 1789989.67; THENCE, S 07° 57' 51" W FOR A DISTANCE OF 28.23 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 30° 21' 02", HAVING A RADIUS OF 146.37 FEET, A DISTANCE OF 77.53 FEET AND WHOSE LONG CHORD BEARS S 23° 08' 04" W FOR A DISTANCE OF 76.63 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; THENCE SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 11° 31' 15", HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 106.57 FEET AND WHOSE LONG CHORD BEARS N 10° 37' 41" E FOR A DISTANCE OF 106.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE S 66° 54' 27" E A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.

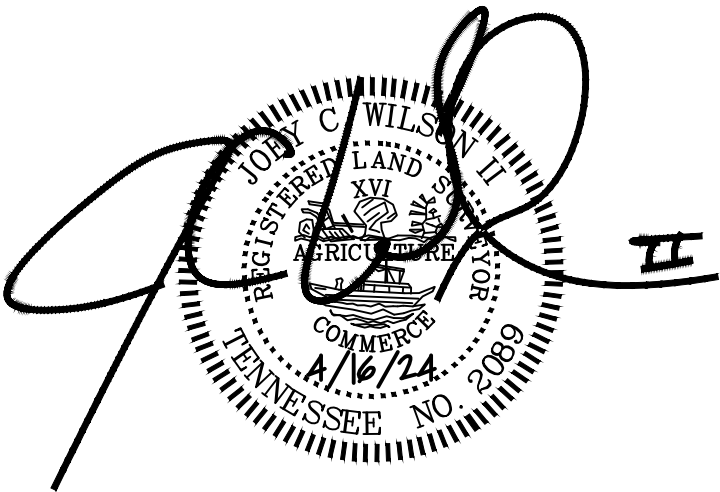
CONTAINING 1,548 SQUARE FEET OR 0.036 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600611.06; EAST 1789975.27; SAID CURVE TURNING TO THE LEFT THROUGH 11° 31' 15", HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 106.57 FEET AND WHOSE LONG CHORD BEARS S 10° 37' 41" W FOR A DISTANCE OF 106.39 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 31' 58", HAVING A RADIUS OF 146.37 FEET, A DISTANCE OF 9.02 FEET AND WHOSE LONG CHORD BEARS S 40° 04' 34" W FOR A DISTANCE OF 9.02 FEET; THENCE, S 41° 50' 33" W FOR A DISTANCE OF 16.84 FEET TO A POINT ON A LINE; THENCE, N 06° 32' 23" E FOR A DISTANCE OF 21.61 FEET TO A POINT ON A LINE; THENCE, N 18° 18' 24" E FOR A DISTANCE OF 54.87 FEET TO A POINT ON A LINE; THENCE, N 16° 55' 43" E FOR A DISTANCE OF 53.38 FEET TO A POINT ON A LINE; THENCE S 66° 54' 27" E A DISTANCE OF 1.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 803 SQUARE FEET OR 0.018 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600611.67; EAST 1789973.84; THENCE, S 16° 55' 43" W FOR A DISTANCE OF 53.38 FEET TO A POINT ON A LINE; THENCE, S 18° 18' 24" W FOR A DISTANCE OF 54.87 FEET TO A POINT ON A LINE; THENCE, S 06° 32' 23" W FOR A DISTANCE OF 21.61 FEET TO A POINT ON A LINE; THENCE, S 41° 50' 33" W FOR A DISTANCE OF 3.98 FEET TO A POINT ON A LINE; THENCE, N 44° 03' 16" W FOR A DISTANCE OF 9.97 FEET TO A POINT ON A LINE; THENCE, N 06° 32' 23" E FOR A DISTANCE OF 19.56 FEET TO A POINT ON A LINE; THENCE, N 18° 18' 24" E FOR A DISTANCE OF 55.78 FEET TO A POINT ON A LINE; THENCE, N 16° 55' 43" E FOR A DISTANCE OF 52.70 FEET TO A POINT ON A LINE; THENCE, N 10° 32' 34" E FOR A DISTANCE OF 1.67 FEET TO A POINT ON A LINE; THENCE S 66° 54' 27" E A DISTANCE OF 10.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1318 SQUARE FEET OR 0.030 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W
1,548 SQ.FT.
PROPERTY LOCATION:
110 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 2



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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

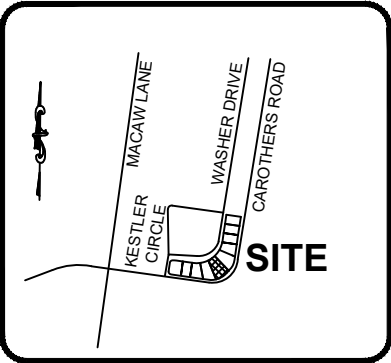
LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



VICINITY MAP
NOT TO SCALE

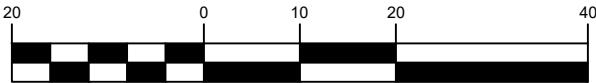
MAIMOUNA MBOW
MAP 029I GROUP A
PARCEL 006.00
P.B. 29 PG 89
D. B. 1006 PG 3348

AH4R-TN3, LLC
MAP 029I GROUP A
PARCEL 005.00
P.B. 29 PG 89
D.B. 1867 PG 3673

HUMBERTA TANO TZOY
MAP 029I GROUP A
PARCEL 004.00
P.B. 29 PG 89
D. B. 1185 PG 3382

PROPOSED R.O.W
0 SQ.FT.

PROPERTY LOCATION:
108 Washer Drive
La Vergne, TN (Rutherford County)



GRAPHIC SCALE: 1" = 20'



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 1 OF 2



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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	76.41'	175.80'	24° 54' 09"	S63° 55' 20"W	75.81'
C2	29.56'	175.80'	9° 37' 57"	S46° 39' 17"W	29.52'

Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	13.38'	N22°49'20"W	L7	16.07'	N6°32'23"E
L2	29.18'	N85°03'19"E	L8	64.87'	N56°44'23"E
L3	26.71'	N75°57'18"E	L9	24.22'	N75°57'18"E
L4	21.87'	N56°44'23"E	L10	31.61'	N85°03'19"E
L5	28.75'	S41°50'33"W	L11	10.51'	N22°49'20"W
L6	9.97'	S44°03'16"E			

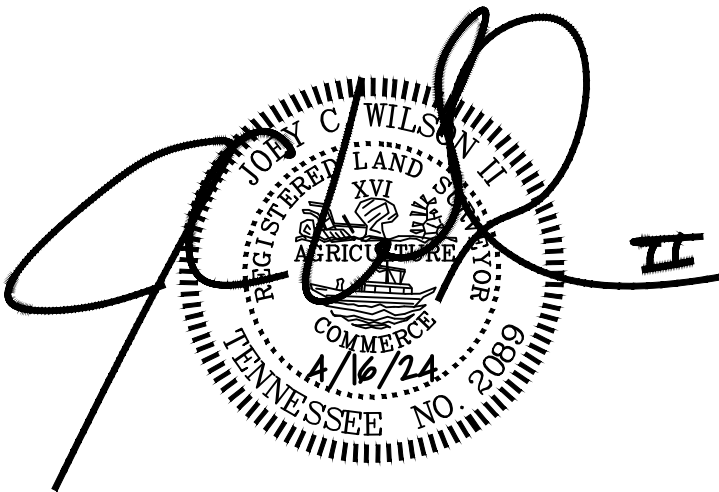
PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO AH4R-TN3, LLC BY DEED BOOK 1867 PAGE 3673, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600442.40; EAST 1789895.30; THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 24° 54' 09"; HAVING A RADIUS OF 175.80 FEET, A DISTANCE OF 76.41 FEET AND WHOSE LONG CHORD BEARS S 63° 55' 20" W FOR A DISTANCE OF 75.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 22° 49' 20" W FOR A DISTANCE OF 13.38 FEET; THENCE, N 85° 03' 19" E FOR A DISTANCE OF 29.18 FEET; THENCE, N 75° 57' 18" E FOR A DISTANCE OF 26.71 FEET; THENCE N 56° 44' 23" E A DISTANCE OF 21.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 406 SQUARE FEET OR 0.009 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600484.08; EAST 1789935.95; THENCE, S 41° 50' 33" W FOR A DISTANCE OF 28.75 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 09° 37' 57"; HAVING A RADIUS OF 175.80 FEET, A DISTANCE OF 29.56 FEET AND WHOSE LONG CHORD BEARS S 46° 39' 17" W FOR A DISTANCE OF 29.52 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 56° 44' 23" W FOR A DISTANCE OF 21.87 FEET; THENCE, S 75° 57' 18" W FOR A DISTANCE OF 26.71 FEET; THENCE, S 85° 03' 19" W FOR A DISTANCE OF 29.18 FEET; THENCE, N 22° 49' 20" W FOR A DISTANCE OF 10.51 FEET; THENCE, N 85° 03' 19" E FOR A DISTANCE OF 31.61 FEET; THENCE, N 75° 57' 18" E FOR A DISTANCE OF 24.22 FEET; THENCE, N 56° 44' 23" E FOR A DISTANCE OF 64.87 FEET; THENCE, N 06° 32' 23" E FOR A DISTANCE OF 16.07 FEET; THENCE S 44° 03' 16" E A DISTANCE OF 9.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1106 SQUARE FEET OR 0.025 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W
0 SQ.FT.
PROPERTY LOCATION:
108 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 2



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Drawn: AS

Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

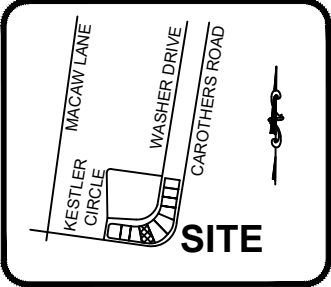


GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



EXHIBIT LOT - 9



VICINITY MAP
NOT TO SCALE

AMERICAN RESIDENTIAL
LEASING COMPANY, LLC
MAP 029I GROUP A
PARCEL 005.00
P.B. 29 PG 89
D.B. 1867 PG 3673

HUMBERTA TANO
MAP 029I GROUP A
PARCEL 004.00
P.B. 29 PG 89
D. B. 1185 PG 3382

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:600421.40
E:1789822.02

POB (PERMANENT SLOPE
EASEMENT)
N:600409.08
E:1789827.21

POB (R.O.W.)
N:600408.02
E:1789822.58

TEMPORARY
CONSTRUCTION
EASEMENT
0.025 ACRES
1083 SQ.FT

PERMANENT SLOPE
EASEMENT
0.025 ACRES
1091 SQ.FT

ROW DEDICATION
0.005 ACRES
236 SQ.FT

10' TEMPORARY
CONSTRUCTION
EASEMENT

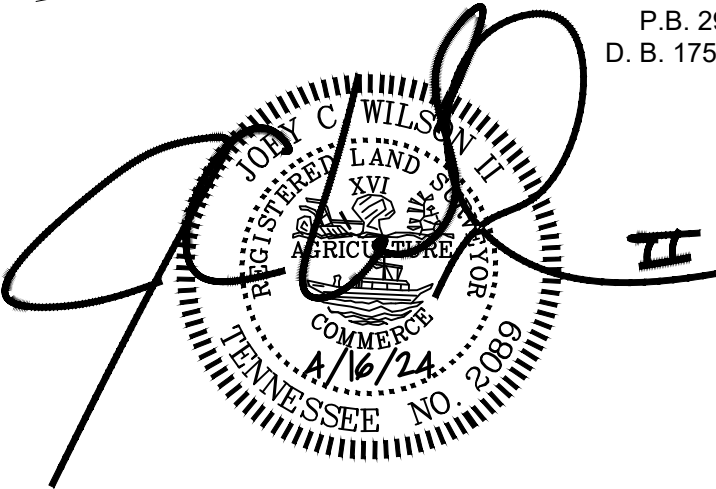
BENEIAS ZERGAW
MAP 029I GROUP A
PARCEL 003.00
P.B. 29 PG 89
D. B. 1755 PG 3129

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W
236 SQ.FT.

PROPERTY LOCATION:
106 Washer Drive
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT - 9

Parcel Line Table		
Line #	Length	Direction
L1	46.56'	N82°00'37"W
L2	1.65'	N10°36'46"W
L3	16.19'	S82°03'43"E
L4	13.38'	S22°49'20"E
L5	24.78'	N85°03'19"E
L6	46.29'	N86°33'06"E
L7	38.32'	S82°04'32"E
L8	7.92'	N10°36'46"W
L9	10.55'	N10°36'46"W
L10	40.68'	S82°04'32"E
L11	45.16'	N86°33'06"E
L12	21.42'	N85°03'19"E
L13	10.51'	S22°49'20"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	61.88'	175.80'	20° 10' 07"	S88° 00' 52"W	61.56'
C2	92.13'	470.00'	11° 13' 50"	S87° 40' 38"E	91.98'
C3	4.75'	175.80'	1° 32' 52"	S77° 09' 22"W	4.75'

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO HUMBERTA TANO BY DEED BOOK 1185 PAGE 3382 & PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600408.02; EAST 1789822.58; THENCE A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 20° 10' 07", HAVING A RADIUS OF 175.80 FEET, A DISTANCE OF 61.88 FEET AND WHOSE LONG CHORD BEARS S 88° 00' 52" W FOR A DISTANCE OF 61.56 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 82° 00' 37" W FOR A DISTANCE OF 46.56 FEET; THENCE, N 10° 36' 46" W FOR A DISTANCE OF 1.65 FEET; THENCE, S 82° 03' 43" E FOR A DISTANCE OF 16.19 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 11° 13' 50"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 92.13 FEET AND WHOSE LONG CHORD BEARS S 87° 40' 38" E FOR A DISTANCE OF 91.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 236 SQUARE FEET OR 0.005 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

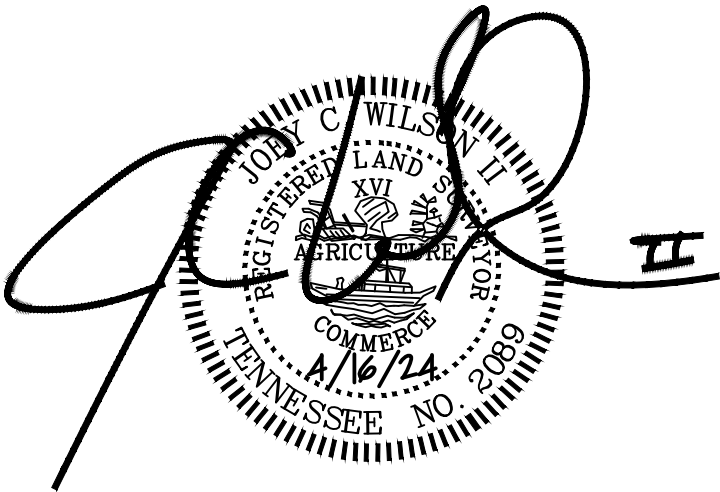
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600409.08; EAST 1789827.21; THENCE A CURVE TURNING TO THE RIGHT THROUGH 01° 32' 52", HAVING A RADIUS OF 175.80 FEET, A DISTANCE OF 4.75 FEET AND WHOSE LONG CHORD BEARS S 77° 09' 22" W FOR A DISTANCE OF 4.75 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 11° 13' 50"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 92.13 FEET AND WHOSE LONG CHORD BEARS N 87° 40' 38" W FOR A DISTANCE OF 91.98 FEET. THENCE, N 82° 03' 43" W FOR A DISTANCE OF 16.19 FEET; THENCE, N 10° 36' 46" W FOR A DISTANCE OF 7.92 FEET; THENCE, S 82° 04' 32" E FOR A DISTANCE OF 38.32 FEET; THENCE, N 86° 33' 06" E FOR A DISTANCE OF 46.29 FEET; THENCE, N 85° 03' 19" E FOR A DISTANCE OF 24.78 FEET; THENCE S 22° 49' 20" E A DISTANCE OF 13.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 1091 SQUARE FEET OR 0.025 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600421.40; EAST 1789822.02; THENCE, S 85° 03' 19" W FOR A DISTANCE OF 24.78 FEET; THENCE, S 86° 33' 06" W FOR A DISTANCE OF 46.29 FEET; THENCE, N 82° 04' 32" W FOR A DISTANCE OF 38.32 FEET; THENCE, N 10° 36' 46" W FOR A DISTANCE OF 10.55 FEET; THENCE, S 82° 04' 32" E FOR A DISTANCE OF 40.68 FEET; THENCE, N 86° 33' 06" E FOR A DISTANCE OF 45.16 FEET; THENCE, N 85° 03' 19" E FOR A DISTANCE OF 21.42 FEET; THENCE S 22° 49' 20" E A DISTANCE OF 10.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 1083 SQUARE FEET OR 0.025 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W
236 SQ.FT.

PROPERTY LOCATION:
106 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

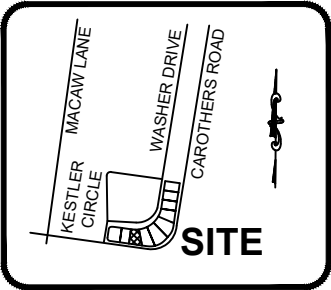


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TENNESSEE ONE CALL
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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- — — ROW
- EASEMENT CORNER

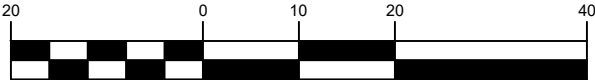


PROPOSED R.O.W.
158 SQ.FT.

PROPERTY LOCATION:
104 Washer Drive
La Vergne, TN (Rutherford County)

VICINITY MAP
NOT TO SCALE

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



GRAPHIC SCALE: 1" = 20'

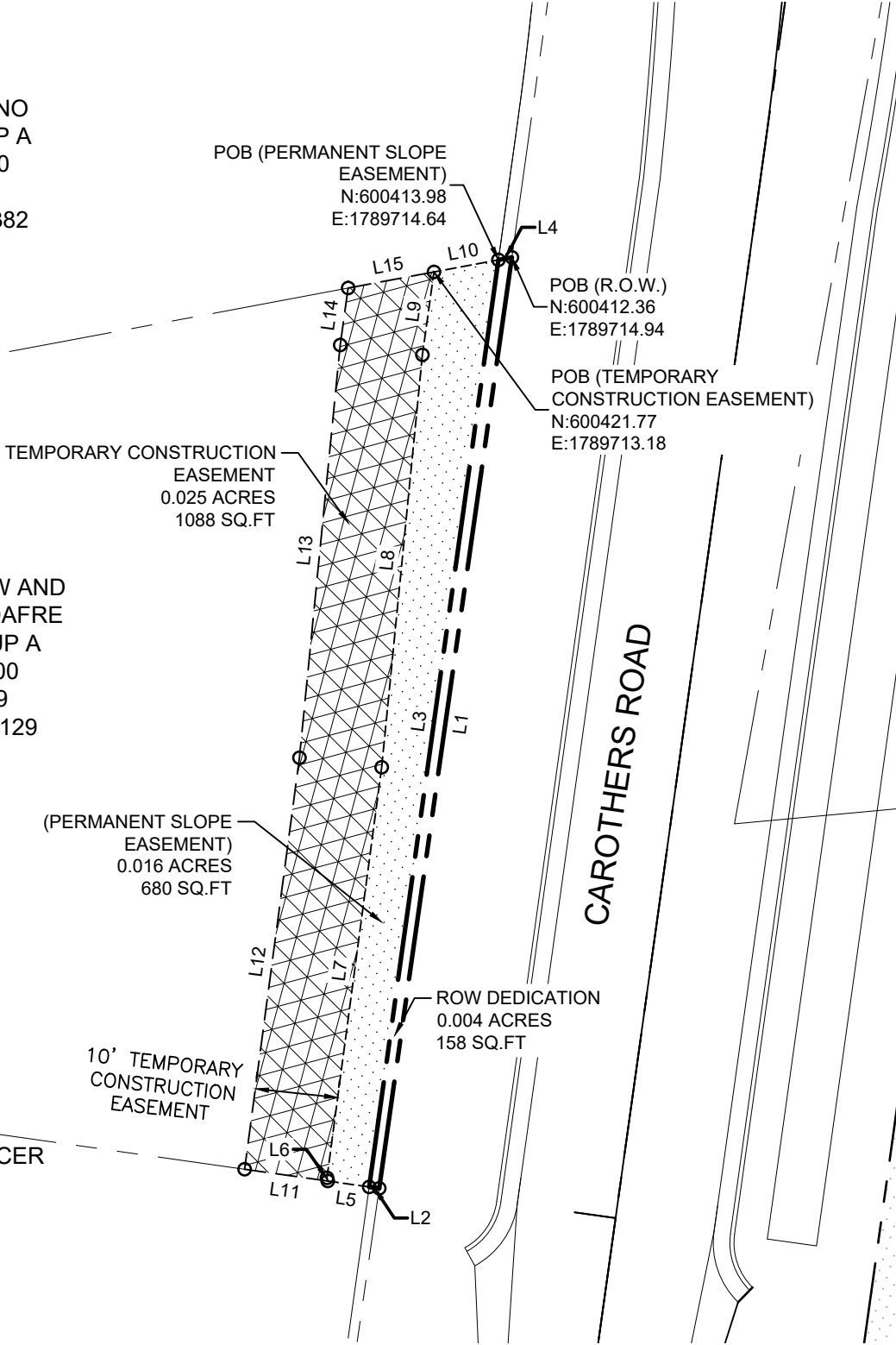
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

HUMBERTA TANO
MAP 029I GROUP A
PARCEL 004.00
P.B. 29 PG 89
D. B. 1185 PG 3382

BENEIAS ZERGAW AND
SAMERAWIT ADDAFRE
MAP 029I GROUP A
PARCEL 003.00
P.B. 29 PG 89
D. B. 1755 PG 3129

CHRISTOPHER A. SPENCER
& CLISTHA RENE
TUCKER-SPENCER
MAP 029I GROUP A
PARCEL 002.00
P.B. 29 PG 89
D. B. 2276 PG 1952



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Franklin, TN
37064
615.794.2275



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Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table		
Line #	Length	Direction
L1	113.54'	N81°53'08"W
L2	1.22'	N8°04'21"E
L3	113.01'	S82°03'43"E
L4	1.65'	S10°36'46"E
L5	5.06'	N8°04'21"E
L6	0.40'	N77°17'21"E
L7	50.00'	S82°24'24"E
L8	50.04'	S84°21'26"E

Parcel Line Table		
Line #	Length	Direction
L9	10.10'	S82°04'32"E
L10	7.92'	S10°36'46"E
L11	10.14'	N8°04'21"E
L12	50.12'	S82°24'24"E
L13	50.07'	S84°21'26"E
L14	6.95'	S82°04'32"E
L15	10.55'	S10°36'46"E

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO BENEIAS ZERGAW AND SAMERAWIT ADDAFRE BY DEED BOOK 1755 PAGE 3129 & PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600412.36; EAST 1789714.94 THENCE, N 81° 53' 08" W FOR A DISTANCE OF 113.54 FEET TO A POINT ON A LINE; THENCE, N 08° 04' 21" E FOR A DISTANCE OF 1.22 FEET TO A POINT ON A LINE; THENCE, S 82° 03' 43" E FOR A DISTANCE OF 113.01 FEET TO A POINT ON A LINE; THENCE S 10° 36' 46" E A DISTANCE OF 1.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 158 SQUARE FEET OR 0.004 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

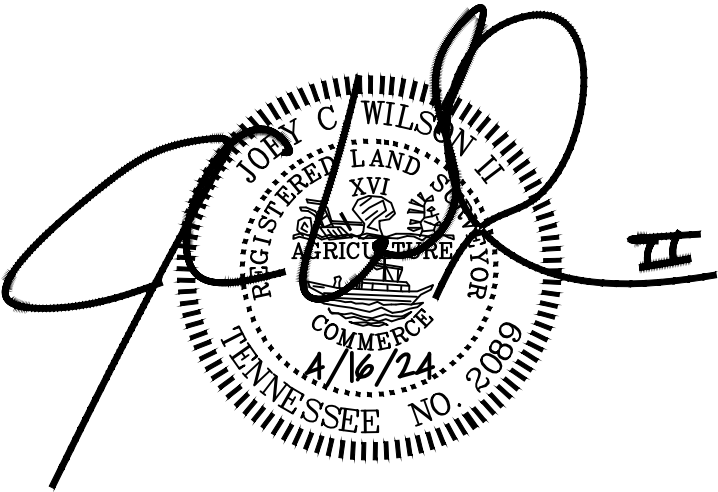
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600413.98; EAST 1789714.64; THENCE, N 82° 03' 43" W FOR A DISTANCE OF 113.01 FEET TO A POINT ON A LINE; THENCE, N 08° 04' 21" E FOR A DISTANCE OF 5.06 FEET TO A POINT ON A LINE; THENCE, N 77° 17' 21" E FOR A DISTANCE OF 0.40 FEET TO A POINT ON A LINE; THENCE, S 82° 24' 24" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, S 84° 21' 26" E FOR A DISTANCE OF 50.04 FEET TO A POINT ON A LINE; THENCE, S 82° 04' 32" E FOR A DISTANCE OF 10.10 FEET TO A POINT ON A LINE; THENCE S 10° 36' 46" E A DISTANCE OF 7.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 680 SQUARE FEET OR 0.016 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600421.77; EAST 1789713.18; THENCE, N 82° 04' 32" W FOR A DISTANCE OF 10.10 FEET TO A POINT ON A LINE; THENCE, N 84° 21' 26" W FOR A DISTANCE OF 50.04 FEET TO A POINT ON A LINE; THENCE, N 82° 24' 24" W FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, S 77° 17' 21" W FOR A DISTANCE OF 0.40 FEET TO A POINT ON A LINE; THENCE, N 08° 04' 21" E FOR A DISTANCE OF 10.14 FEET TO A POINT ON A LINE; THENCE, S 82° 24' 24" E FOR A DISTANCE OF 50.12 FEET TO A POINT ON A LINE; THENCE, S 84° 21' 26" E FOR A DISTANCE OF 50.07 FEET TO A POINT ON A LINE; THENCE, S 82° 04' 32" E FOR A DISTANCE OF 6.95 FEET TO A POINT ON A LINE; THENCE S 10° 36' 46" E A DISTANCE OF 10.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 1088 SQUARE FEET OR 0.025 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W

158 SQ.FT.

PROPERTY LOCATION:

104 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



IF YOU DIG TENNESSEE...
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1-615-366-1987
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IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



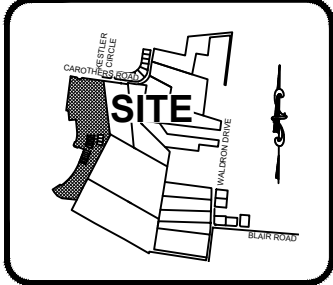
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT - 14



VICINITY MAP
NOT TO SCALE

B & F VENTURE
MAP 029
PARCEL 041.01
D.B. 1457 PG 1953

POB (PERMANENT
SLOPE EASEMENT NO.1)
N:599120.46
E:1789154.75

POB (R.O.W.)
N:599134.28
E:1789161.95

POB (TEMPORARY
CONSTRUCTION
EASEMENT NO.2)
N:599111.52
E:1789150.09

TEMPORARY
CONSTRUCTION NO.2
EASEMENT
0.027 ACRES
1153 SQ.FT.

ROW DEDICATION
0.175 ACRES
7611 SQ.FT

TEMPORARY
CONSTRUCTION NO. 1
EASEMENT
0.029 ACRES
1280 SQ.FT.

POB (PERMANENT SLOPE
EASEMENT NO.2)
N:599234.27
E:1789089.56

POB (TEMPORARY
CONSTRUCTION
EASEMENT NO.1)
N:599240.41
E:1789076.31

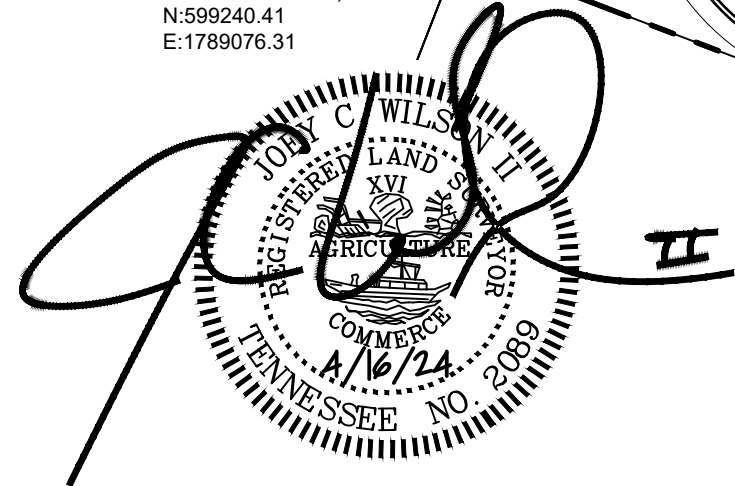
10' TEMPORARY
CONSTRUCTION
EASEMENT

PERMANENT SLOPE
EASEMENT NO. 1
0.020 ACRES
888 SQ.FT.

HAMLET AT CAROTHERS
CROSSING OWNER'S
ASSOCIATION INC.
MAP 029I GROUP B PARCEL 001.01
DEED BOOK 2337 PAGE 3977
P.B. 45 PG 18-20

PROPOSED R.O.W
7611 SQ.FT.

PROPERTY LOCATION:
0 Oasis Drive
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT - 14

Line #	Length	Direction
L1	12.22'	N54°58'23"W
L2	49.12'	N61°34'31"W
L3	54.76'	N69°32'39"W
L4	9.10'	N21°29'42"E
L5	0.06'	N69°05'27"W
L6	76.00'	N20°54'33"E
L7	0.35'	S69°05'27"E
L8	8.51'	N20°21'11"E
L9	0.45'	N18°23'10"E
L10	54.70'	S69°17'48"E
L11	16.76'	S78°34'21"E
L12	18.84'	N21°15'42"E
L13	38.80'	S68°44'18"E
L14	12.17'	S21°15'42"W
L15	18.55'	S78°05'39"E
L16	10.38'	S27°31'02"W
L17	22.47'	N78°05'39"W
L18	18.12'	N21°15'42"E
L19	28.80'	N68°44'18"W
L20	23.12'	S21°15'42"W
L21	20.91'	N78°34'21"W
L22	40.88'	N69°17'48"W
L23	1.73'	N34°08'39"W
L24	13.15'	N69°05'27"W
L25	13.44'	S69°05'27"E
L26	1.82'	N76°50'41"E
L27	40.34'	S69°32'39"E
L28	50.39'	S61°34'31"E
L29	11.48'	S54°58'23"E
L30	10.09'	S27°31'02"W
L31	12.45'	N76°50'41"E
L32	91.54'	S68°44'18"E
L33	15.58'	S27°31'02"W
L34	12.24'	S34°08'39"E
L35	51.40'	S68°44'18"E
L36	28.80'	S68°44'18"E
L37	12.09'	S68°44'18"E
L38	60.28'	S27°31'02"W
L39	10.92'	S21°15'42"W
L40	15.92'	S21°15'42"W
L41	19.77'	S27°31'02"W

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE WEST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON DRIVE AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO HAMLET AT CAROTHERS CROSSING OWNER'S ASSOCIATION INC. BY DEED BOOK 2337 PAGE 3977 IN PLAT BOOK 45, PAGE 18-20, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT AND WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599134.28; EAST 1789161.95; STARTING WITH A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 15' 22", HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 1.36 AND WHOSE LONG CHORD BEARS N 68° 36' 37" W FOR A DISTANCE OF 1.36 FEET. THENCE, N 68° 44' 18" W FOR A DISTANCE OF 91.54 FEET TO A POINT; THENCE, S 76° 50' 41" W FOR A DISTANCE OF 12.45 FEET TO A POINT; THENCE, S 76° 50' 41" W FOR A DISTANCE OF 1.82 FEET TO A POINT; THENCE, N 69° 05' 27" W FOR A DISTANCE OF 13.44 FEET TO A POINT; THENCE, N 20° 54' 33" E FOR A DISTANCE OF 76.00 FEET TO A POINT; THENCE, S 69° 05' 27" E FOR A DISTANCE OF 13.15 FEET TO A POINT; THENCE, S 34° 08' 39" E FOR A DISTANCE OF 1.73 FEET TO A POINT; THENCE, S 34° 08' 39" E FOR A DISTANCE OF 12.24 FEET TO A POINT; THENCE, S 68° 44' 18" E FOR A DISTANCE OF 51.40 FEET TO A POINT; THENCE, S 68° 44' 18" E FOR A DISTANCE OF 28.80 FEET TO A POINT; THENCE, S 68° 44' 18" E FOR A DISTANCE OF 12.09 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 14' 42", HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 7.93 AND WHOSE LONG CHORD BEARS S 68° 06' 57" E FOR A DISTANCE OF 7.93 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, THENCE S 27° 31' 02" W A DISTANCE OF 60.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 7611 SQUARE FEET OR 0.175 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599120.46; EAST 1789154.75; THENCE, N 54° 58' 23" W FOR A DISTANCE OF 11.48 FEET TO A POINT; THENCE, N 61° 34' 31" W FOR A DISTANCE OF 50.39 FEET TO A POINT; THENCE, N 69° 32' 39" W FOR A DISTANCE OF 40.34 FEET TO A POINT; THENCE, N 76° 50' 41" E FOR A DISTANCE OF 12.45 FEET TO A POINT; THENCE, S 68° 44' 18" E FOR A DISTANCE OF 91.54 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 00° 15' 22", HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 1.36 FEET TO A POINT; THENCE, S 68° 36' 37" E FOR A DISTANCE OF 1.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, THENCE S 27° 31' 02" W A DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 888 SQUARE FEET OR 0.020 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599234.27; EAST 1789089.56; THENCE, S 69° 17' 48" E FOR A DISTANCE OF 40.88 FEET TO A POINT; THENCE, S 78° 34' 21" E FOR A DISTANCE OF 20.91 FEET TO A POINT; THENCE, S 21° 15' 42" W FOR A DISTANCE OF 10.92 FEET TO A POINT; THENCE, N 68° 44' 18" W FOR A DISTANCE OF 51.40 FEET TO A POINT; THENCE N 34° 08' 39" W A DISTANCE OF 12.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 445 SQUARE FEET OR 0.010 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599187.74; EAST 1789189.79; STARTING WITH A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 01° 14' 42", HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 7.93 AND WHOSE LONG CHORD BEARS N 68° 06' 57" W FOR A DISTANCE OF 7.93 FEET; THENCE, N 68° 44' 18" W FOR A DISTANCE OF 12.09 FEET TO A POINT; THENCE, N 21° 15' 42" E FOR A DISTANCE OF 15.92 FEET TO A POINT; THENCE, S 78° 05' 39" E FOR A DISTANCE OF 22.47 FEET TO A POINT; THENCE S 27° 31' 02" W A DISTANCE OF 19.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 373 SQUARE FEET OR 0.009 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO.1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599240.41; EAST 1789076.31; THENCE, N 20° 21' 11" E FOR A DISTANCE OF 8.51 FEET TO A POINT ON A LINE; THENCE, N 18° 23' 10" E FOR A DISTANCE OF 0.45 FEET TO A POINT ON A LINE; THENCE, S 69° 17' 48" E FOR A DISTANCE OF 54.70 FEET TO A POINT ON A LINE; THENCE, S 78° 34' 21" E FOR A DISTANCE OF 16.76 FEET TO A POINT ON A LINE; THENCE, N 21° 15' 42" E FOR A DISTANCE OF 18.84 FEET TO A POINT ON A LINE; THENCE, S 68° 44' 18" E FOR A DISTANCE OF 38.80 FEET TO A POINT ON A LINE; THENCE, S 21° 15' 42" W FOR A DISTANCE OF 12.17 FEET TO A POINT ON A LINE; THENCE, S 78° 05' 39" E FOR A DISTANCE OF 18.55 FEET TO A POINT ON A LINE; THENCE, S 27° 31' 02" W FOR A DISTANCE OF 10.38 FEET TO A POINT ON A LINE; THENCE, N 78° 05' 39" W FOR A DISTANCE OF 22.47 FEET TO A POINT ON A LINE; THENCE, N 21° 15' 42" E FOR A DISTANCE OF 18.12 FEET TO A POINT ON A LINE; THENCE, N 68° 44' 18" W FOR A DISTANCE OF 28.80 FEET TO A POINT ON A LINE; THENCE, S 21° 15' 42" W FOR A DISTANCE OF 23.12 FEET TO A POINT ON A LINE; THENCE, N 78° 34' 21" W FOR A DISTANCE OF 20.91 FEET TO A POINT ON A LINE; THENCE, N 69° 17' 48" W FOR A DISTANCE OF 40.88 FEET TO A POINT ON A LINE; THENCE, N 34° 08' 39" W FOR A DISTANCE OF 1.73 FEET TO A POINT ON A LINE; THENCE, N 69° 05' 27" W A DISTANCE OF 13.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1280 SQUARE FEET OR 0.029 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599111.52; EAST 1789150.09; THENCE, N 54° 58' 23" W FOR A DISTANCE OF 12.22 FEET TO A POINT ON A LINE; THENCE, N 61° 34' 31" W FOR A DISTANCE OF 49.12 FEET TO A POINT ON A LINE; THENCE, N 69° 32' 39" W FOR A DISTANCE OF 54.76 FEET TO A POINT ON A LINE; THENCE, N 21° 29' 42" E FOR A DISTANCE OF 9.10 FEET TO A POINT ON A LINE; THENCE, S 69° 05' 27" E FOR A DISTANCE OF 13.44 FEET TO A POINT ON A LINE; THENCE, N 76° 50' 41" E FOR A DISTANCE OF 1.82 FEET TO A POINT ON A LINE; THENCE, S 69° 32' 39" E FOR A DISTANCE OF 40.34 FEET TO A POINT ON A LINE; THENCE, S 61° 34' 31" E FOR A DISTANCE OF 50.39 FEET TO A POINT ON A LINE; THENCE, S 54° 58' 23" E FOR A DISTANCE OF 11.48 FEET TO A POINT ON A LINE; THENCE S 27° 31' 02" W A DISTANCE OF 10.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1153 SQUARE FEET OR 0.027 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

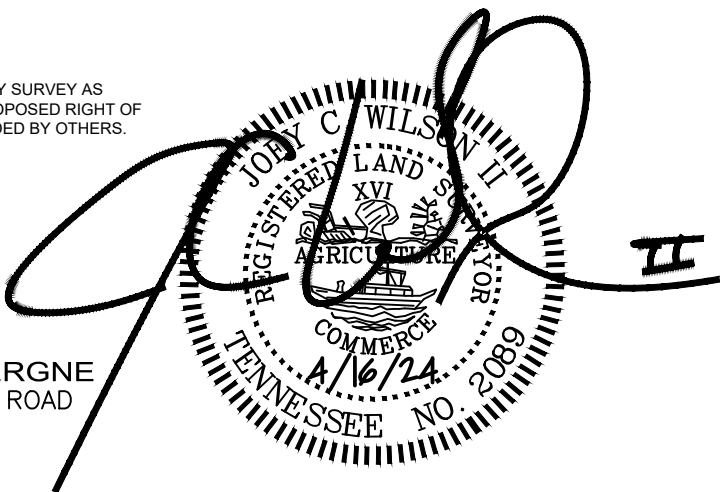
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599205.51; EAST 1789144.34; THENCE, N 21° 15' 42" E FOR A DISTANCE OF 10.92 FEET TO A POINT; THENCE, N 21° 15' 42" E FOR A DISTANCE OF 23.12 FEET TO A POINT; THENCE, S 68° 44' 18" E FOR A DISTANCE OF 28.80 FEET TO A POINT; THENCE, S 21° 15' 42" W FOR A DISTANCE OF 18.12 FEET TO A POINT; THENCE, S 21° 15' 42" W FOR A DISTANCE OF 15.92 FEET TO A POINT; THENCE N 68° 44' 18" W A DISTANCE OF 28.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 980 SQUARE FEET OR 0.023 ACRE, MORE OR LESS, BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	1.36'	305.00'	0° 15' 22"	S68° 36' 37"E	1.36'
C2	7.93'	365.00'	1° 14' 42"	S68° 06' 57"E	7.93'

PROPOSED R.O.W

7611 SQ.FT

PROPERTY LOCATION.

0 Oasis Drive

La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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Date: 4/16/2024

Scale: 1" = 20'

Drawn: AS

Job No.: 21-1724

WA PROJECT NO. 21-1724

SHEET 2 OF 2

LEGEND

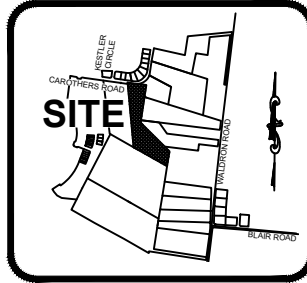
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ===== ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 50'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT-16



VICINITY MAP
NOT TO SCALE

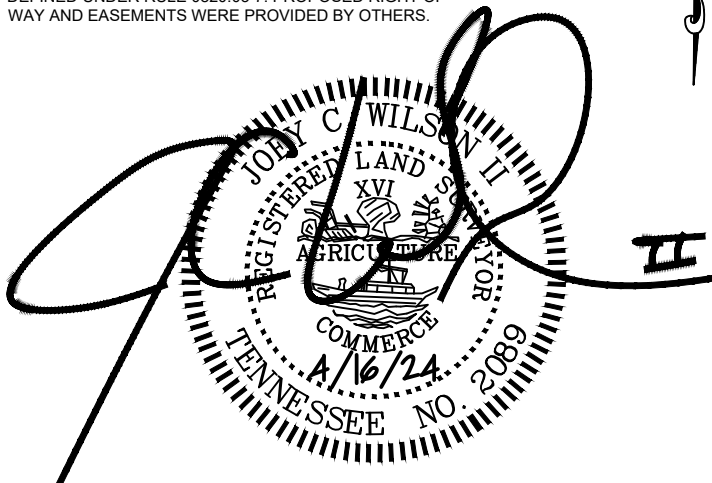
PROPOSED R.O.W

53736 SQ.FT.

PROPERTY LOCATION:
0 Carothers Road
La Vergne, TN (Rutherford County)

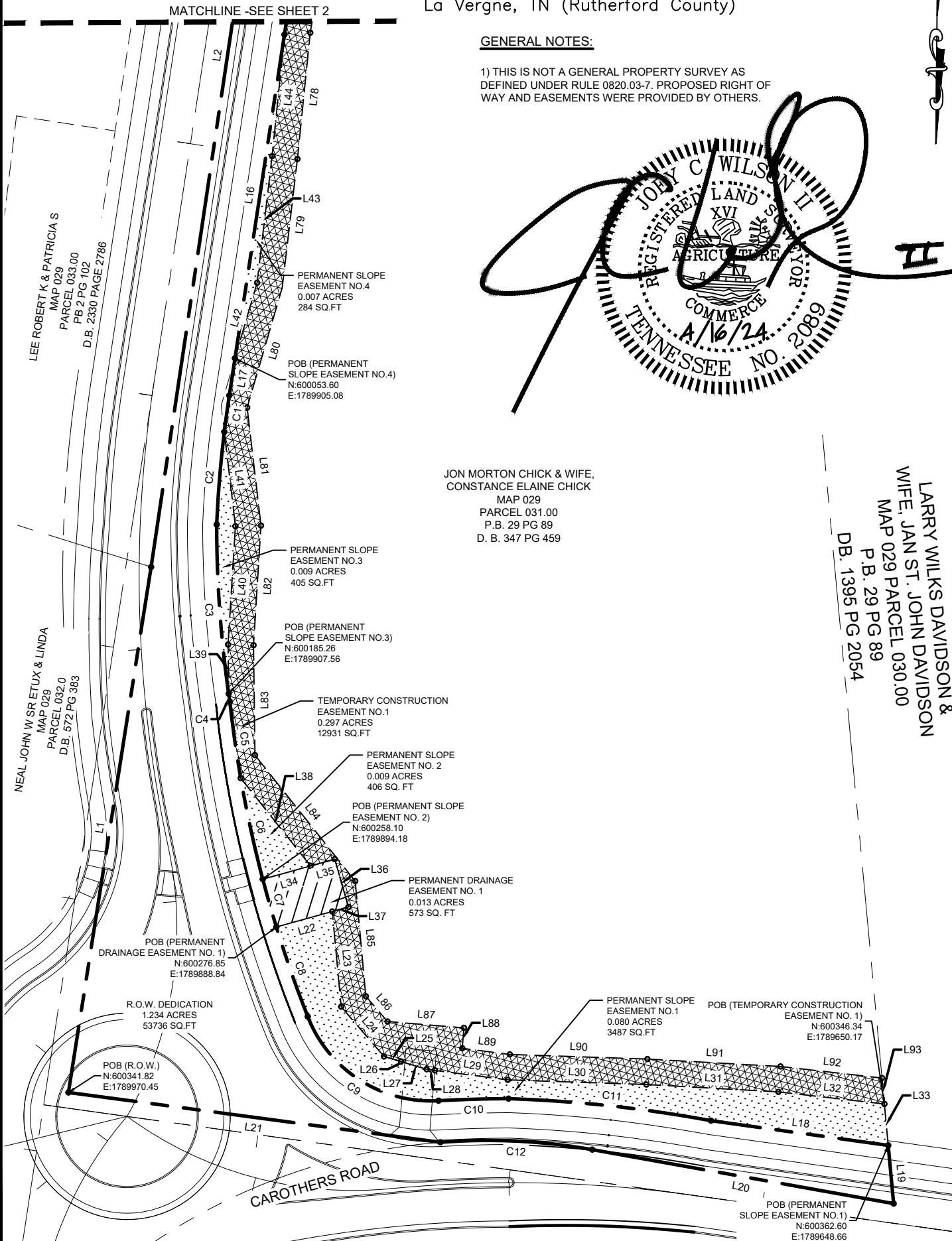
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



JON MORTON CHICK & WIFE,
CONSTANCE ELAINE CHICK
MAP 029
PARCEL 031.00
P.B. 29 PG 89
D. B. 347 PG 459

LARRY WILKS DAVIDSON &
WIFE, JAN ST. JOHN DAVIDSON
MAP 029 PARCEL 030.00
P.B. 29 PG 89
DB. 1395 PG 2054



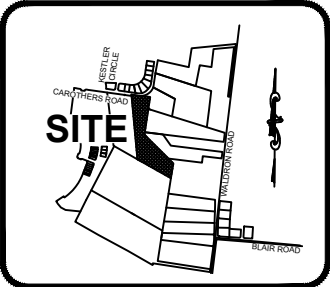
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Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

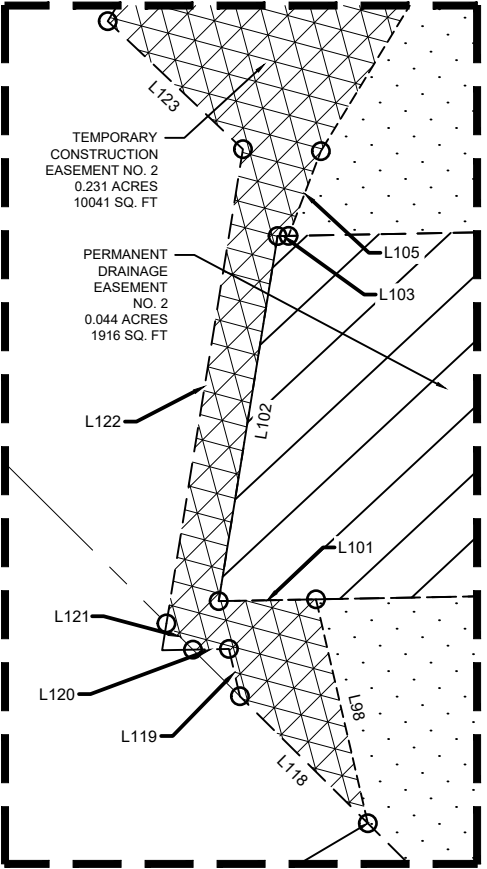
EXHIBIT LOT-16



VICINITY MAP
NOT TO SCALE

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



DETAILS - "B"

PROPOSED R.O.W

53736 SQ.FT.

PROPERTY LOCATION:
0 Carothers Road
La Vergne, TN (Rutherford County)

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



GRAPHIC SCALE: 1" = 50'



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
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Date: 4/16/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

LEGEND

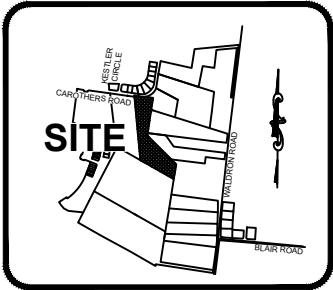
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



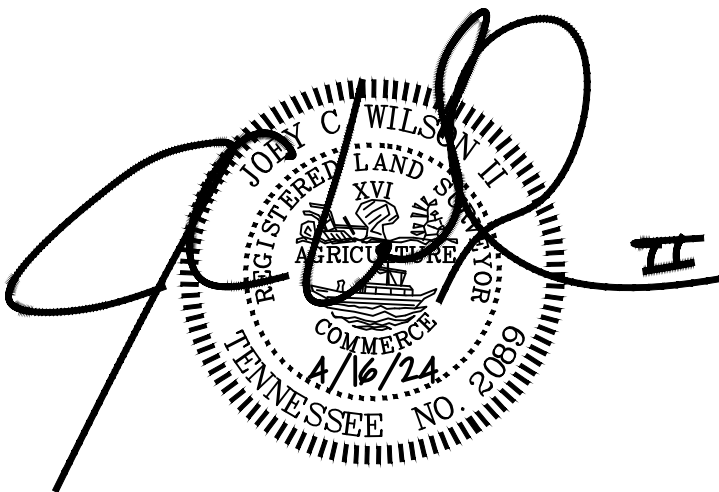
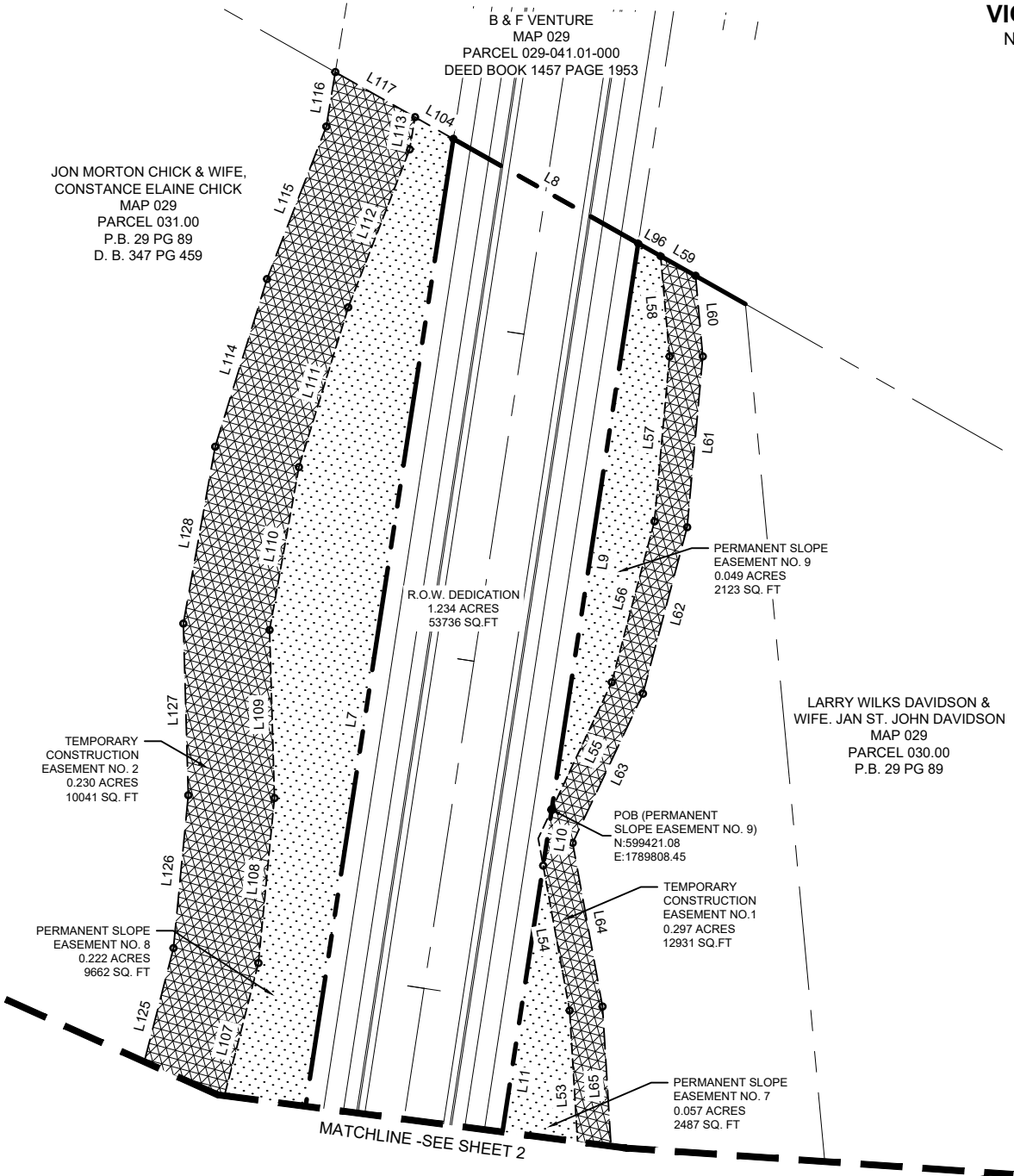
GRAPHIC SCALE: 1" = 50'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT-16



VICINITY MAP
NOT TO SCALE



GENERAL NOTES:

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WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W

53736 SQ.FT.

PROPERTY LOCATION:

0 Carothers Road

La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

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TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE SOUTH SIDE OF CARATHORS ROAD, CITY OF LAVERGNE, TENNESSEE NEAR THE INTERSECTION OF CARATHORS ROAD AND KESTLER CIRCLE, BEING PART OF THE LAND DEEDED TO JON MORTON CHICK AND WIFE, CONSTANCE ELAINE CHICK BY DEED BOOK 347 PAGE 459 PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600341.82 EAST 1789970.45; THENCE, S 08° 56' 10" W FOR A DISTANCE OF 208.85 FEET; THENCE, S 08° 29' 33" W FOR A DISTANCE OF 405.11 FEET; THENCE, S 10° 57' 44" W FOR A DISTANCE OF 41.12 FEET; THENCE, S 45° 12' 37" E FOR A DISTANCE OF 49.61 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 51.82 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 38.46 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 356.02 FEET; THENCE, N 60° 31' 19" W FOR A DISTANCE OF 64.18 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 173.16 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 17.11 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 130.82 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 38.60 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 164.90 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 83.51 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 76.33 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 128.58 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 14.75 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 01° 45' 23", HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 14.41 FEET AND WHOSE LONG CHORD BEARS N 07° 48' 29" E FOR A DISTANCE OF 14.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 04° 27' 10", HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 36.53 FEET AND WHOSE LONG CHORD BEARS N 04° 42' 12" E FOR A DISTANCE OF 36.52 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 08° 13' 41", HAVING A RADIUS OF 463.99 FEET, A DISTANCE OF 66.63 FEET AND WHOSE LONG CHORD BEARS N 04° 03' 01" W FOR A DISTANCE OF 66.58 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 00° 23' 30", HAVING A RADIUS OF 463.99 FEET, A DISTANCE OF 3.17 FEET AND WHOSE LONG CHORD BEARS N 08° 21' 37" W FOR A DISTANCE OF 3.17 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 03° 37' 19", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 30.33 FEET AND WHOSE LONG CHORD BEARS N 08° 04' 28" W FOR A DISTANCE OF 30.33 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 04° 51' 00", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 40.62 FEET AND WHOSE LONG CHORD BEARS N 12° 18' 38" W FOR A DISTANCE OF 40.61 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 02° 19' 43", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 19.50 FEET AND WHOSE LONG CHORD BEARS N 15° 53' 59" W FOR A DISTANCE OF 19.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 04° 27' 10", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 37.29 FEET AND WHOSE LONG CHORD BEARS N 19° 17' 25" W FOR A DISTANCE OF 37.28 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 71° 52' 42", HAVING A RADIUS OF 52.00 FEET, A DISTANCE OF 65.23 FEET AND WHOSE LONG CHORD BEARS N 57° 14' 39" W FOR A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH 02° 57' 14", HAVING A RADIUS OF 533.00 FEET, A DISTANCE OF 27.48 FEET AND WHOSE LONG CHORD BEARS S 88° 17' 37" W FOR A DISTANCE OF 27.47 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 08° 39' 17", HAVING A RADIUS OF 529.67 FEET, A DISTANCE OF 80.01 FEET AND WHOSE LONG CHORD BEARS N 83° 47' 14" W FOR A DISTANCE OF 79.93 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 82° 03' 43" W FOR A DISTANCE OF 70.27 FEET; THENCE, N 05° 17' 04" W FOR A DISTANCE OF 22.95 FEET; THENCE, S 79° 50' 40" E FOR A DISTANCE OF 120.19 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14° 35' 02", HAVING A RADIUS OF 235.00 FEET, A DISTANCE OF 59.82 FEET AND WHOSE LONG CHORD BEARS S 87° 14' 31" E FOR A DISTANCE OF 59.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE S 82° 21' 44" E A DISTANCE OF 147.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 53736 SQUARE FEET OR 1.234 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

Line Table		
Line #	Length	Direction
L1	208.85'	S8°56'10"W
L2	405.11'	S8°29'33"W
L3	41.12'	S10°57'44"W
L4	49.61'	S45°12'37"E
L5	51.82'	S8°41'10"W
L6	38.46'	S8°41'10"W
L7	356.02'	S8°41'10"W
L8	64.18'	N60°31'19"W
L9	173.16'	N8°41'10"E
L10	17.11'	N8°41'10"E
L11	130.82'	N8°41'10"E
L12	38.60'	N8°41'10"E
L13	164.90'	N8°41'10"E
L14	83.51'	N8°41'10"E
L15	76.33'	N8°41'10"E
L16	128.58'	N8°41'10"E
L17	14.75'	N8°41'10"E
L18	70.27'	N82°03'43"W
L19	22.95'	N5°17'04"W
L20	120.19'	S79°50'40"E
L21	147.31'	S82°21'44"E
L22	22.76'	S74°30'51"W
L23	37.56'	N5°22'16"W
L24	25.76'	N40°41'58"W
L25	6.99'	N73°19'47"W
L26	1.53'	N73°19'47"W

Line Table		
Line #	Length	Direction
L27	8.97'	N73°19'47"W
L28	3.22'	N82°00'48"W
L29	28.85'	N82°36'27"W
L30	54.42'	N88°04'55"W
L31	51.91'	N86°48'13"W
L32	41.90'	N83°30'06"W
L33	16.34'	N5°17'04"W
L34	19.48'	S74°30'51"W
L35	9.84'	S74°30'51"W
L36	19.50'	N16°00'54"W
L37	6.60'	N74°30'51"E
L38	44.05'	S38°30'23"E
L39	19.29'	S0°46'42"E
L40	46.52'	S3°35'33"W
L41	37.34'	S6°42'26"E
L42	30.93'	S16°18'02"W
L43	50.03'	S6°45'38"W
L44	47.98'	S5°47'52"W
L45	43.89'	S24°28'32"W
L46	50.41'	S16°00'02"W
L47	52.43'	S26°12'13"W
L48	33.11'	S23°45'08"W
L49	12.65'	S86°24'11"W
L50	38.67'	S9°09'35"W
L51	13.87'	N86°24'11"E
L52	33.95'	S20°32'38"E

Line Table		
Line #	Length	Direction
L53	51.15'	S3°28'49"E
L54	44.52'	S10°20'43"E
L55	42.57'	S25°13'30"W
L56	50.29'	S14°52'31"W
L57	50.09'	S5°14'04"W
L58	30.48'	S5°05'54"E
L59	12.15'	N60°31'19"W
L60	24.49'	N5°05'54"W
L61	51.84'	N5°14'04"E
L62	52.04'	N14°52'31"E
L63	49.86'	N25°13'30"E
L64	50.28'	N10°20'43"W
L65	47.57'	N3°28'49"W
L66	2.68'	N3°28'49"W
L67	30.28'	N20°34'49"W
L68	11.18'	S86°24'11"W
L69	48.92'	N9°09'35"E
L70	3.88'	N86°24'11"E
L71	35.45'	N29°39'59"E
L72	51.24'	N26°12'13"E
L73	50.26'	N16°00'02"E
L74	51.16'	N24°28'32"E
L75	48.51'	N6°54'20"E
L76	50.24'	N7°13'59"E
L77	49.88'	N9°31'31"E
L78	49.82'	N5°47'52"E

Line Table		
Line #	Length	Direction
L79	50.95'	N6°45'38"E
L80	48.99'	N16°18'02"E
L81	46.65'	N6°42'26"W
L82	47.04'	N3°35'33"E
L83	43.20'	N0°46'42"W
L84	63.19'	N38°30'24"W
L85	45.40'	N5°15'46"W
L86	13.06'	N40°41'58"W
L87	30.10'	N85°15'03"W
L88	8.04'	N4°44'57"E
L89	18.82'	N82°36'27"W
L90	54.05'	N88°04'55"W
L91	52.31'	N86°48'13"W
L92	40.11'	N83°30'06"W
L93	10.22'	N5°17'04"W
L94	43.75'	S86°24'11"W
L95	42.85'	S86°24'11"W
L96	7.77'	N60°31'19"W
L97	38.54'	S45°12'37"E
L98	23.94'	S13°01'38"E
L99	40.58'	S88°56'09"W
L100	49.25'	S88°56'09"W
L101	10.13'	N88°56'09"E
L102	38.51'	S9°09'35"W
L103	1.14'	S88°56'09"W
L104	13.32'	N60°31'19"W

Line Table		
Line #	Length	Direction
L105	9.44'	S20°53'49"W
L106	54.20'	S31°23'03"W
L107	50.25'	S14°23'28"W
L108	50.08'	S5°32'37"W
L109	50.83'	S1°39'36"E
L110	50.02'	S10°12'51"W
L111	50.55'	S17°10'11"W
L112	51.22'	S21°14'18"W
L113	9.87'	S9°26'22"W
L114	53.06'	S17°10'11"W
L115	49.46'	S21°14'18"W
L116	16.66'	S9°26'22"W
L117	27.68'	N60°31'19"W
L118	18.77'	S45°12'37"E
L119	5.06'	S13°01'38"E
L120	3.75'	N88°56'09"E
L121	3.88'	S45°12'37"E
L122	50.03'	S9°09'35"W
L123	19.39'	S46°33'52"E
L124	50.31'	S31°23'03"W
L125	44.35'	S14°23'28"W
L126	46.43'	S5°32'37"W
L127	51.89'	S1°39'36"E
L128	54.30'	S10°12'51"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	14.41'	470.00'	1° 45' 23"	N7° 48' 29"E	14.41'
C2	36.53'	470.00'	4° 27' 10"	N4° 42' 12"E	36.52'
C3	66.63'	463.99'	8° 13' 41"	N4° 03' 01"W	66.58'
C4	3.17'	463.98'	0° 23' 30"	N8° 21' 37"W	3.17'
C5	30.33'	479.85'	3° 37' 19"	N8° 04' 28"W	30.33'
C6	40.62'	479.85'	4° 51' 00"	N12° 18' 38"W	40.61'
C7	19.50'	479.85'	2° 19' 43"	N15° 53' 59"W	19.50'
C8	37.29'	479.85'	4° 27' 10"	N19° 17' 25"W	37.28'
C9	65.23'	52.00'	71° 52' 42"	N57° 14' 39"W	61.04'
C10	27.48'	533.00'	2° 57' 14"	S88° 17' 37"W	27.47'
C11	80.01'	529.67'	8° 39' 17"	N83° 47' 14"W	79.93'
C12	59.82'	235.00'	14° 35' 02"	S87° 14' 31"E	59.65'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W

53736 SQ.FT.

PROPERTY LOCATION:
0 Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



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Date: 4/16/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

PERMANENT SLOPE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600362.60; EAST 1789648.66; THENCE, S 82° 03' 43" E FOR A DISTANCE OF 70.27 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 08° 39' 17", HAVING A RADIUS OF 529.67 FEET, A DISTANCE OF 80.01 FEET AND WHOSE LONG CHORD BEARS S 83° 47' 14" E FOR A DISTANCE OF 79.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 02° 57' 14", HAVING A RADIUS OF 533.00 FEET, A DISTANCE OF 27.48 FEET AND WHOSE LONG CHORD BEARS N 88° 17' 37" E FOR A DISTANCE OF 27.47 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 71° 52' 42", HAVING A RADIUS OF 52.00 FEET, A DISTANCE OF 65.23 FEET AND WHOSE LONG CHORD BEARS S 57° 14' 39" E FOR A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 04° 27' 10", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 37.29 FEET AND WHOSE LONG CHORD BEARS S 19° 17' 25" E FOR A DISTANCE OF 37.28 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 74° 30' 51" W FOR A DISTANCE OF 22.76 FEET TO A POINT ON A LINE; THENCE, N 05° 22' 16" W FOR A DISTANCE OF 37.56 FEET TO A POINT ON A LINE; THENCE, N 40° 41' 58" W FOR A DISTANCE OF 25.76 FEET TO A POINT ON A LINE; THENCE, N 73° 19' 47" W FOR A DISTANCE OF 6.99 FEET TO A POINT ON A LINE; THENCE, N 73° 19' 47" W FOR A DISTANCE OF 1.53 FEET TO A POINT ON A LINE; THENCE, N 73° 19' 47" W FOR A DISTANCE OF 8.97 FEET TO A POINT ON A LINE; THENCE, N 82° 00' 48" W FOR A DISTANCE OF 3.22 FEET TO A POINT ON A LINE; THENCE, N 82° 36' 27" W FOR A DISTANCE OF 28.85 FEET TO A POINT ON A LINE; THENCE, N 88° 04' 55" W FOR A DISTANCE OF 54.42 FEET TO A POINT ON A LINE; THENCE, N 86° 48' 13" W FOR A DISTANCE OF 51.91 FEET TO A POINT ON A LINE; THENCE, N 83° 30' 06" W FOR A DISTANCE OF 41.90 FEET TO A POINT ON A LINE; THENCE N 05° 17' 04" W A DISTANCE OF 16.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 3487 SQUARE FEET OR 0.080 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600258.10; EAST 1789894.18; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 04° 51' 00", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 40.62 FEET AND WHOSE LONG CHORD BEARS S 12° 18' 38" E FOR A DISTANCE OF 40.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 38° 30' 23" W FOR A DISTANCE OF 44.05 FEET TO A POINT ON A LINE; THENCE N 74° 30' 51" E A DISTANCE OF 19.48 FEET TO A POINT OF BEGINNING.

CONTAINING 406 SQUARE FEET OR 0.009 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600185.26; EAST 1789907.56; SAID CURVE TURNING TO THE RIGHT THROUGH 08° 13' 41", HAVING A RADIUS OF 463.99 FEET, A DISTANCE OF 66.63 FEET AND WHOSE LONG CHORD BEARS S 04° 03' 01" E FOR A DISTANCE OF 66.58 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 04° 27' 10", HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 36.53 FEET AND WHOSE LONG CHORD BEARS S 04° 42' 12" W FOR A DISTANCE OF 36.52 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 06° 42' 26" W FOR A DISTANCE OF 37.34 FEET; THENCE, N 03° 35' 33" E FOR A DISTANCE OF 46.52 FEET; THENCE N 00° 46' 42" W A DISTANCE OF 19.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 405 SQUARE FEET OR 0.009 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 4 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600053.60; EAST 1789905.08; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 128.58 FEET; THENCE, N 05° 47' 52" E FOR A DISTANCE OF 47.98 FEET; THENCE, N 06° 45' 38" E FOR A DISTANCE OF 50.03 FEET; THENCE N 16° 18' 02" E A DISTANCE OF 30.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 284 SQUARE FEET OR 0.007 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 5 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599768.48; EAST 1789861.52; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 164.90 FEET; THENCE, S 86° 24' 11" W FOR A DISTANCE OF 43.75 FEET; THENCE, N 23° 45' 08" E FOR A DISTANCE OF 33.11 FEET; THENCE, N 26° 12' 13" E FOR A DISTANCE OF 52.43 FEET; THENCE, N 16° 00' 02" E FOR A DISTANCE OF 50.41 FEET; THENCE N 24° 28' 32" E A DISTANCE OF 43.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 3353 SQUARE FEET OR 0.077 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 6 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599659.51; EAST 1789905.57; THENCE, S 45° 12' 37" E FOR A DISTANCE OF 38.54 FEET; THENCE, S 13° 01' 38" E FOR A DISTANCE OF 23.94 FEET; THENCE, S 88° 56' 09" W FOR A DISTANCE OF 40.58 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 51.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 1289 SQUARE FEET OR 0.030 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 7 DESCRIPTION:

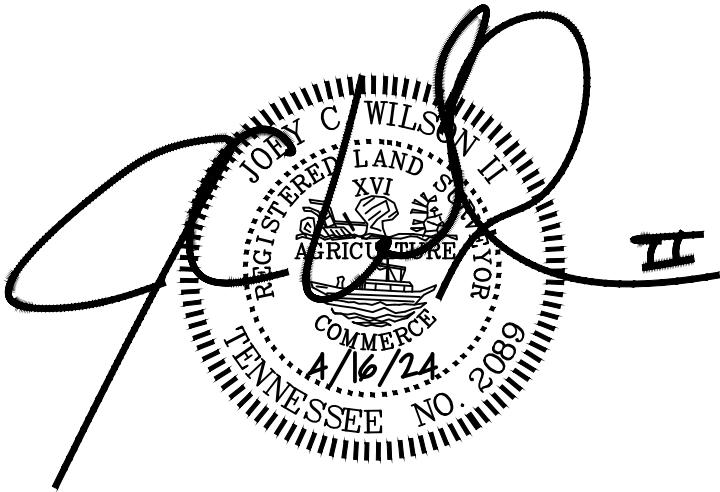
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599567.32; EAST 1789830.79; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 130.82 FEET; THENCE, N 10° 20' 43" W FOR A DISTANCE OF 44.52 FEET; THENCE, N 03° 28' 49" W FOR A DISTANCE OF 51.15 FEET; THENCE, N 20° 32' 38" W FOR A DISTANCE OF 33.95 FEET; THENCE N 86° 24' 11" E A DISTANCE OF 42.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2487 SQUARE FEET OR 0.057 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 8 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599570.27; EAST 1789891.93; THENCE, N 88° 56' 09" E FOR A DISTANCE OF 49.25 FEET; THENCE, S 20° 53' 49" W FOR A DISTANCE OF 9.44 FEET; THENCE, S 31° 23' 03" W FOR A DISTANCE OF 54.20 FEET; THENCE, S 14° 23' 28" W FOR A DISTANCE OF 50.25 FEET; THENCE, S 05° 32' 37" W FOR A DISTANCE OF 50.08 FEET; THENCE, S 01° 39' 36" E FOR A DISTANCE OF 50.83 FEET; THENCE, S 10° 12' 51" W FOR A DISTANCE OF 50.02 FEET; THENCE, S 17° 10' 11" W FOR A DISTANCE OF 50.55 FEET; THENCE, S 21° 14' 18" W FOR A DISTANCE OF 51.22 FEET; THENCE, S 09° 26' 22" W FOR A DISTANCE OF 9.87 FEET; THENCE, N 60° 31' 19" W FOR A DISTANCE OF 13.32 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 356.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 9662 SQUARE FEET OR 0.222 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W

53736 SQ.FT.

PROPERTY LOCATION:
0 Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
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WA PROJECT NO. 21-1724

SHEET 5 OF 6



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Scale: 1" = 50
Drawn: AS
Job No.: 21-1724

PERMANENT SLOPE EASEMENT NO. 9 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599421.08; EAST 1789808.45; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 173.16 FEET; THENCE, N 60° 31' 19" W FOR A DISTANCE OF 7.77 FEET; THENCE, N 05° 05' 54" W FOR A DISTANCE OF 30.48 FEET; THENCE, N 05° 14' 04" E FOR A DISTANCE OF 50.09 FEET; THENCE, N 14° 52' 31" E FOR A DISTANCE OF 50.29 FEET; THENCE N 25° 13' 30" E A DISTANCE OF 42.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2123 SQUARE FEET OR 0.049 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600346.34; EAST 1789650.17; THENCE, S 83° 30' 06" E FOR A DISTANCE OF 41.90 FEET; THENCE, S 86° 48' 13" E FOR A DISTANCE OF 51.91 FEET; THENCE, S 88° 04' 55" E FOR A DISTANCE OF 54.42 FEET; THENCE, S 82° 36' 27" E FOR A DISTANCE OF 28.85 FEET; THENCE, S 82° 00' 48" E FOR A DISTANCE OF 3.22 FEET; THENCE, S 73° 19' 47" E FOR A DISTANCE OF 8.97 FEET; THENCE, S 73° 19' 47" E FOR A DISTANCE OF 1.53 FEET; THENCE, S 73° 19' 47" E FOR A DISTANCE OF 6.99 FEET; THENCE, S 40° 41' 58" E FOR A DISTANCE OF 25.76 FEET; THENCE, S 05° 22' 16" E FOR A DISTANCE OF 37.56 FEET; THENCE, S 74° 30' 51" W FOR A DISTANCE OF 6.60 FEET; THENCE, S 16° 00' 54" E FOR A DISTANCE OF 19.50 FEET; THENCE, N 74° 30' 51" E FOR A DISTANCE OF 9.84 FEET; THENCE, S 38° 30' 23" E FOR A DISTANCE OF 44.05 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 03° 37' 19", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 30.33 FEET AND WHOSE LONG CHORD BEARS S 08° 04' 28" E FOR A DISTANCE OF 30.33 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 00° 23' 30", HAVING A RADIUS OF 463.98 FEET, A DISTANCE OF 3.17 FEET AND WHOSE LONG CHORD BEARS S 08° 21' 37" E FOR A DISTANCE OF 3.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 00° 46' 42" E FOR A DISTANCE OF 19.29 FEET; THENCE, S 03° 35' 33" W FOR A DISTANCE OF 46.52 FEET; THENCE, S 06° 42' 26" E FOR A DISTANCE OF 37.34 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 45' 23", HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 14.41 FEET AND WHOSE LONG CHORD BEARS S 07° 48' 29" W FOR A DISTANCE OF 14.41 FEET. THENCE, S 08° 41' 10" W FOR A DISTANCE OF 14.75 FEET; THENCE, S 16° 18' 02" W FOR A DISTANCE OF 30.93 FEET; THENCE, S 06° 45' 38" W FOR A DISTANCE OF 50.03 FEET; THENCE, S 05° 47' 52" W FOR A DISTANCE OF 47.98 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 76.33 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 83.51 FEET; THENCE, S 24° 28' 32" W FOR A DISTANCE OF 43.89 FEET; THENCE, S 16° 00' 02" W FOR A DISTANCE OF 50.41 FEET; THENCE, S 26° 12' 13" W FOR A DISTANCE OF 52.43 FEET; THENCE, S 23° 45' 08" W FOR A DISTANCE OF 33.11 FEET; THENCE, S 86° 24' 11" W FOR A DISTANCE OF 12.65 FEET; THENCE, S 09° 09' 35" W FOR A DISTANCE OF 38.67 FEET; THENCE, N 86° 24' 11" E FOR A DISTANCE OF 13.87 FEET; THENCE, S 20° 32' 38" E FOR A DISTANCE OF 33.95 FEET; THENCE, S 03° 28' 49" E FOR A DISTANCE OF 51.15 FEET; THENCE, S 10° 20' 43" E FOR A DISTANCE OF 44.52 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 17.11 FEET; THENCE, S 25° 13' 30" W FOR A DISTANCE OF 42.57 FEET; THENCE, S 14° 52' 31" W FOR A DISTANCE OF 50.29 FEET; THENCE, S 05° 14' 04" W FOR A DISTANCE OF 50.09 FEET; THENCE, S 05° 05' 54" E FOR A DISTANCE OF 30.48 FEET; THENCE, N 60° 31' 19" W FOR A DISTANCE OF 12.15 FEET; THENCE, N 05° 05' 54" W FOR A DISTANCE OF 24.49 FEET; THENCE, N 05° 14' 04" E FOR A DISTANCE OF 51.84 FEET; THENCE, N 14° 52' 31" E FOR A DISTANCE OF 52.04 FEET; THENCE, N 25° 13' 30" E FOR A DISTANCE OF 49.86 FEET; THENCE, N 10° 20' 43" W FOR A DISTANCE OF 50.28 FEET; THENCE, N 03° 28' 49" W FOR A DISTANCE OF 47.57 FEET; THENCE, N 03° 28' 49" W FOR A DISTANCE OF 2.68 FEET; THENCE, N 20° 34' 49" W FOR A DISTANCE OF 30.28 FEET; THENCE, S 86° 24' 11" W FOR A DISTANCE OF 11.18 FEET; THENCE, N 09° 09' 35" E FOR A DISTANCE OF 48.92 FEET; THENCE, N 86° 24' 11" E FOR A DISTANCE OF 3.88 FEET; THENCE, N 29° 39' 59" E FOR A DISTANCE OF 35.45 FEET; THENCE, N 26° 12' 13" E FOR A DISTANCE OF 51.24 FEET; THENCE, N 16° 00' 02" E FOR A DISTANCE OF 50.26 FEET; THENCE, N 24° 28' 32" E FOR A DISTANCE OF 51.16 FEET; THENCE, N 06° 54' 20" E FOR A DISTANCE OF 48.51 FEET; THENCE, N 07° 13' 59" E FOR A DISTANCE OF 50.24 FEET; THENCE, N 09° 31' 31" E FOR A DISTANCE OF 49.88 FEET; THENCE, N 05° 47' 52" E FOR A DISTANCE OF 49.82 FEET; THENCE, N 06° 45' 38" E FOR A DISTANCE OF 50.95 FEET; THENCE, N 16° 18' 02" E FOR A DISTANCE OF 48.99 FEET; THENCE, N 06° 42' 26" W FOR A DISTANCE OF 46.65 FEET; THENCE, N 03° 35' 33" E FOR A DISTANCE OF 47.04 FEET; THENCE, N 00° 46' 42" W FOR A DISTANCE OF 43.20 FEET; THENCE, N 38° 30' 24" W FOR A DISTANCE OF 63.19 FEET; THENCE, N 05° 15' 46" W FOR A DISTANCE OF 45.40 FEET; THENCE, N 40° 41' 58" W FOR A DISTANCE OF 13.06 FEET; THENCE, N 85° 15' 03" W FOR A DISTANCE OF 30.10 FEET; THENCE, N 04° 44' 57" E FOR A DISTANCE OF 8.04 FEET; THENCE, N 82° 36' 27" W FOR A DISTANCE OF 18.82 FEET; THENCE, N 88° 04' 55" W FOR A DISTANCE OF 54.05 FEET; THENCE, N 86° 48' 13" W FOR A DISTANCE OF 52.31 FEET; THENCE, N 83° 30' 06" W FOR A DISTANCE OF 40.11 FEET; THENCE N 05° 17' 04" W A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 12931 SQUARE FEET OR 0.297 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599632.36; EAST 1789932.92; THENCE, S 45° 12' 37" E FOR A DISTANCE OF 18.77 FEET; THENCE, S 13° 01' 38" E FOR A DISTANCE OF 5.06 FEET; THENCE, N 88° 56' 09" E FOR A DISTANCE OF 3.75 FEET; THENCE, S 45° 12' 37" E FOR A DISTANCE OF 3.88 FEET; THENCE, S 09° 09' 35" W FOR A DISTANCE OF 50.03 FEET; THENCE, S 46° 33' 52" E FOR A DISTANCE OF 19.39 FEET; THENCE, S 31° 23' 03" W FOR A DISTANCE OF 50.31 FEET; THENCE, S 14° 23' 28" W FOR A DISTANCE OF 44.35 FEET; THENCE, S 05° 32' 37" W FOR A DISTANCE OF 46.43 FEET; THENCE, S 01° 39' 36" E FOR A DISTANCE OF 51.89 FEET; THENCE, S 10° 12' 51" W FOR A DISTANCE OF 54.30 FEET; THENCE, S 17° 10' 11" W FOR A DISTANCE OF 53.06 FEET; THENCE, S 21° 14' 18" W FOR A DISTANCE OF 49.46 FEET; THENCE, S 09° 26' 22" W FOR A DISTANCE OF 16.66 FEET; THENCE, N 60° 31' 19" W FOR A DISTANCE OF 27.68 FEET; THENCE, N 09° 26' 22" E FOR A DISTANCE OF 9.87 FEET; THENCE, N 21° 14' 18" E FOR A DISTANCE OF 51.22 FEET; THENCE, N 17° 10' 11" E FOR A DISTANCE OF 50.55 FEET; THENCE, N 10° 12' 51" E FOR A DISTANCE OF 50.02 FEET; THENCE, N 01° 39' 36" W FOR A DISTANCE OF 50.83 FEET; THENCE, N 05° 32' 37" E FOR A DISTANCE OF 50.08 FEET; THENCE, N 14° 23' 28" E FOR A DISTANCE OF 50.25 FEET; THENCE, N 31° 23' 03" E FOR A DISTANCE OF 54.20 FEET; THENCE, N 20° 53' 49" E FOR A DISTANCE OF 9.44 FEET; THENCE, N 88° 56' 09" E FOR A DISTANCE OF 1.14 FEET; THENCE, N 09° 09' 35" E FOR A DISTANCE OF 38.51 FEET; THENCE, S 88° 56' 09" W FOR A DISTANCE OF 10.13 FEET; THENCE N 13° 01' 38" W A DISTANCE OF 23.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 10041 SQUARE FEET OR 0.230 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT DRAINAGE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600276.85; EAST 1789888.84; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 19' 43", HAVING A RADIUS OF 479.85 FEET, A DISTANCE OF 19.50 FEET AND WHOSE LONG CHORD BEARS S 15° 53' 59" E FOR A DISTANCE OF 19.50 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 74° 30' 51" W FOR A DISTANCE OF 19.48 FEET; THENCE, S 74° 30' 51" W FOR A DISTANCE OF 9.84 FEET; THENCE, N 16° 00' 54" W FOR A DISTANCE OF 19.50 FEET; THENCE, N 74° 30' 51" E FOR A DISTANCE OF 6.60 FEET; THENCE N 74° 30' 51" E A DISTANCE OF 22.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 573 SQUARE FEET OR 0.013 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT DRAINAGE EASEMENT NO. 2 DESCRIPTION:

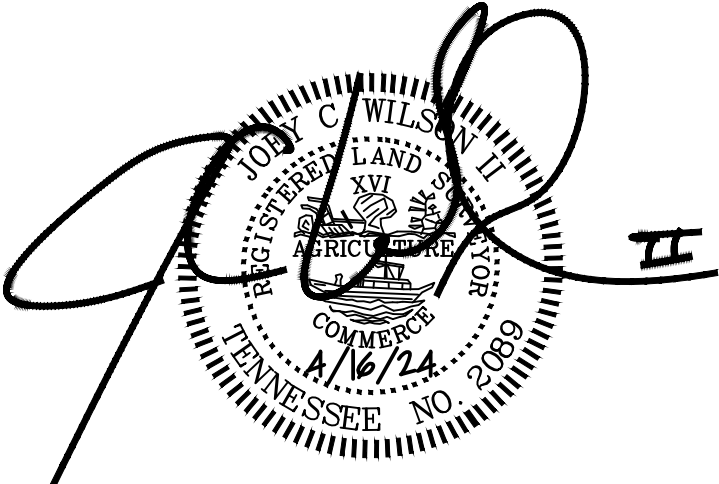
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599608.28; EAST 1789897.74; THENCE, N 88° 56' 09" E FOR A DISTANCE OF 40.58 FEET; THENCE, N 88° 56' 09" E FOR A DISTANCE OF 10.13 FEET; THENCE, S 09° 09' 35" W FOR A DISTANCE OF 38.51 FEET; THENCE, S 88° 56' 09" W FOR A DISTANCE OF 1.14 FEET; THENCE, S 88° 56' 09" W FOR A DISTANCE OF 49.25 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 38.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1916 SQUARE FEET OR 0.044 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT DRAINAGE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599605.48; EAST 1789836.62; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 38.60 FEET; THENCE, S 86° 24' 11" W FOR A DISTANCE OF 42.85 FEET; THENCE, S 86° 24' 11" W FOR A DISTANCE OF 13.87 FEET; THENCE, N 09° 09' 35" E FOR A DISTANCE OF 38.67 FEET; THENCE, N 86° 24' 11" E FOR A DISTANCE OF 12.65 FEET; THENCE N 86° 24' 11" E A DISTANCE OF 43.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 2133 SQUARE FEET OR 0.049 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W

53736 SQ.FT.

PROPERTY LOCATION:
0 Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



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

Date: 4/16/2024
Scale: 1" = 50
Drawn: AS
Job No.: 21-1724

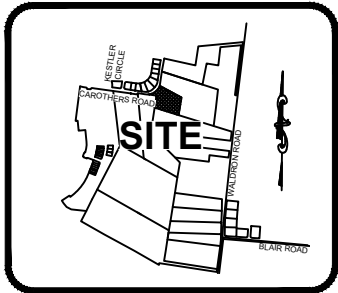
LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

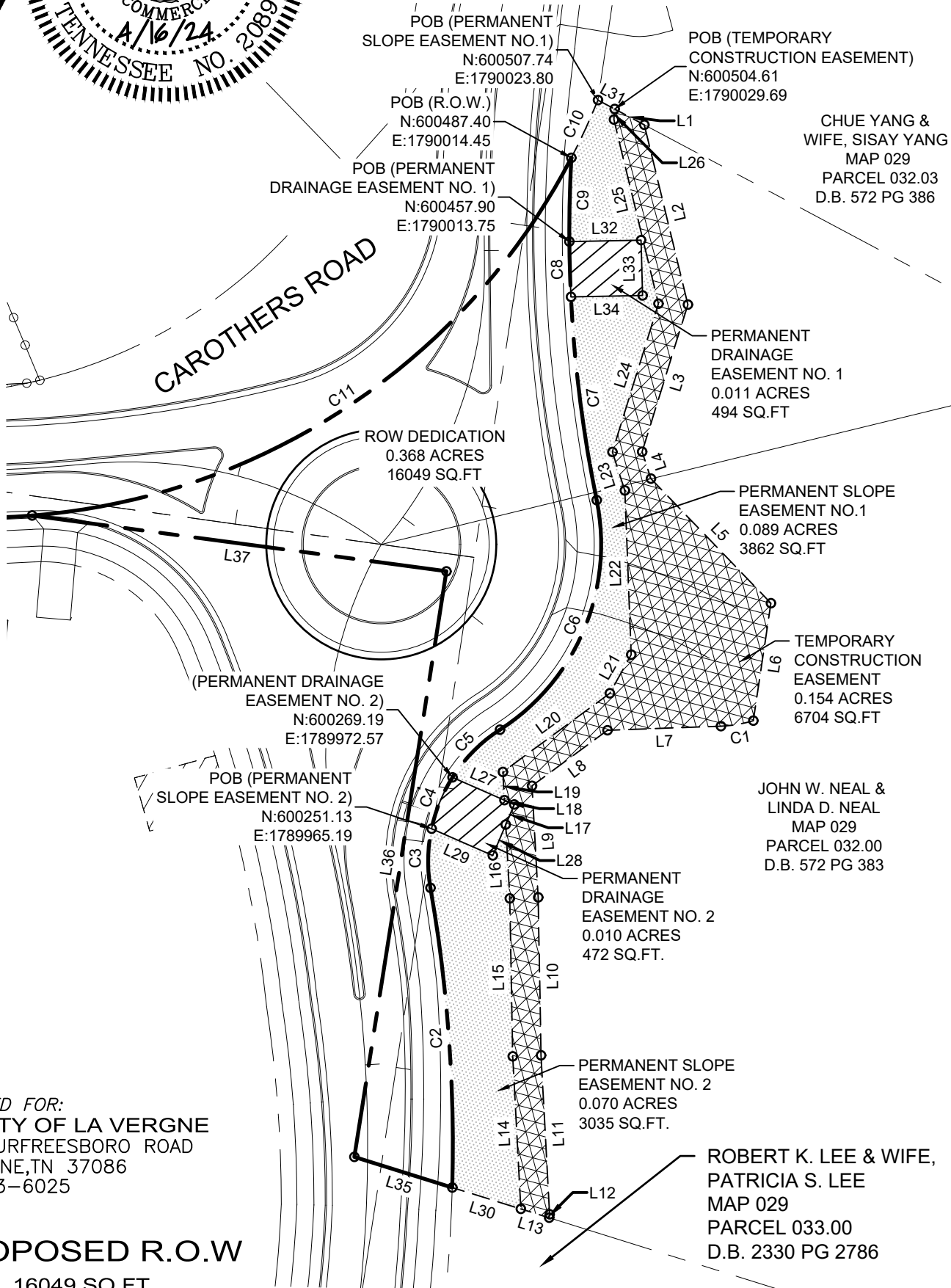
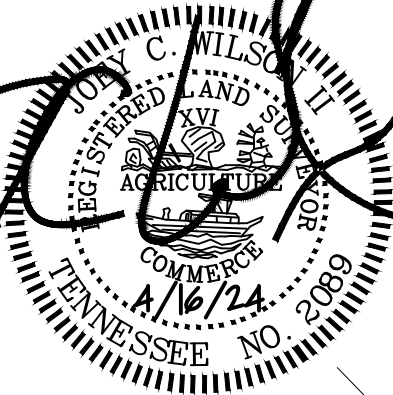
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT-17



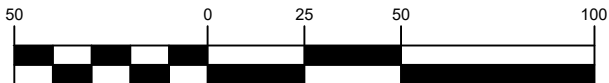
VICINITY MAP
NOT TO SCALE



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
16049 SQ.FT.

PROPERTY LOCATION:
1367 Carothers Road
Nolensville, TN (Rutherford County)



GRAPHIC SCALE: 1" = 50'



108 Beasley Drive
Franklin, TN
37064
615.794.2275



IF YOU DIG TENNESSEE...
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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT-17

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF CAROTHERS DRIVE, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS DRIVE AND KESTLER CIRCLE, BEING PART OF THE LAND DEEDED TO JOHN W. NEAL & WIFE, LINDA D. NEAL BY DEED BOOK 572 PAGE 383 IN REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600487.40; EAST 1790014.45; SAID CURVE TURNING TO THE LEFT THROUGH 03° 35' 54"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 29.52 FEET AND WHOSE LONG CHORD BEARS S 01° 21' 25" W FOR A DISTANCE OF 29.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 02° 22' 39"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 19.50 FEET AND WHOSE LONG CHORD BEARS S 01° 37' 52" E FOR A DISTANCE OF 19.50 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 08° 48' 07"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 72.20 FEET AND WHOSE LONG CHORD BEARS S 07° 13' 15" E FOR A DISTANCE OF 72.13 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 68° 56' 45" A DISTANCE OF 93.26 FEET; HAVING A RADIUS OF 77.50 FEET, AND WHOSE LONG CHORD BEARS S 22° 51' 04" W FOR A DISTANCE OF 87.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 24° 54' 15"; HAVING A RADIUS OF 55.00 FEET, A DISTANCE OF 23.91 FEET AND WHOSE LONG CHORD BEARS S 44° 52' 19" W FOR A DISTANCE OF 23.72 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 20° 25' 44"; HAVING A RADIUS OF 55.00 FEET, A DISTANCE OF 19.61 FEET AND WHOSE LONG CHORD BEARS S 22° 12' 19" W FOR A DISTANCE OF 19.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 21° 53' 12"; HAVING A RADIUS OF 55.00 FEET, A DISTANCE OF 21.01 FEET AND WHOSE LONG CHORD BEARS S 01° 02' 51" W FOR A DISTANCE OF 20.88 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 11° 27' 20"; HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 105.97 FEET AND WHOSE LONG CHORD BEARS S 04° 10' 05" E FOR A DISTANCE OF 105.79 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 72° 40' 02" W FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE; THENCE, N 08° 56' 10" E FOR A DISTANCE OF 208.85 FEET TO A POINT ON A LINE; THENCE, N 82° 21' 44" W FOR A DISTANCE OF 147.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 58° 02' 04"; HAVING A RADIUS OF 235.00 FEET, A DISTANCE OF 238.03 FEET AND WHOSE LONG CHORD BEARS N 56° 26' 55" E FOR A DISTANCE OF 227.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 16049 SQUARE FEET OR 0.368 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600507.74; EAST 1790023.80; THENCE, S 61° 59' 04" E FOR A DISTANCE OF 6.67 FEET TO A POINT ON A LINE; THENCE, S 03° 47' 27" W FOR A DISTANCE OF 3.76 FEET TO A POINT ON A LINE; THENCE, S 13° 35' 55" E FOR A DISTANCE OF 66.71 FEET TO A POINT ON A LINE; THENCE, S 17° 16' 14" W FOR A DISTANCE OF 54.68 FEET TO A POINT ON A LINE; THENCE, S 18° 01' 24" E FOR A DISTANCE OF 14.28 FEET TO A POINT ON A LINE; THENCE, S 02° 11' 23" E FOR A DISTANCE OF 57.86 FEET TO A POINT ON A LINE; THENCE, S 28° 57' 01" W FOR A DISTANCE OF 15.55 FEET TO A POINT ON A LINE; THENCE, S 53° 39' 53" W FOR A DISTANCE OF 46.79 FEET TO A POINT ON A LINE; THENCE, S 03° 09' 37" E FOR A DISTANCE OF 9.93 FEET TO A POINT ON A LINE; THENCE, N 66° 18' 41" W FOR A DISTANCE OF 19.97 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 24° 54' 15"; HAVING A RADIUS OF 55.00 FEET, A DISTANCE OF 23.91 FEET AND WHOSE LONG CHORD BEARS N 44° 52' 19" E FOR A DISTANCE OF 23.72 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 68° 56' 45"; HAVING A RADIUS OF 77.50 FEET, A DISTANCE OF 93.26 FEET AND WHOSE LONG CHORD BEARS N 22° 51' 04" E FOR A DISTANCE OF 87.73 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 08° 48' 07"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 72.20 FEET AND WHOSE LONG CHORD BEARS N 07° 13' 15" W FOR A DISTANCE OF 72.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 88° 52' 38" E FOR A DISTANCE OF 25.25 FEET TO A POINT ON A LINE; HENCE, N 01° 38' 09" W FOR A DISTANCE OF 19.50 FEET TO A POINT ON A LINE; THENCE, S 88° 52' 38" W FOR A DISTANCE OF 25.25 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 03° 35' 54"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 29.52 FEET AND WHOSE LONG CHORD BEARS N 01° 21' 25" E FOR A DISTANCE OF 29.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 05° 27' 38"; HAVING A RADIUS OF 235.00 FEET, A DISTANCE OF 22.40 FEET AND WHOSE LONG CHORD BEARS N 24° 42' 04" E FOR A DISTANCE OF 22.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 3862 SQUARE FEET OR 0.089 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600251.13; EAST 1789965.19; THENCE, S 66° 18' 41" E FOR A DISTANCE OF 23.55 FEET TO A POINT ON A LINE; THENCE, N 22° 47' 21" E FOR A DISTANCE OF 11.80 FEET TO A POINT ON A LINE; THENCE, S 03° 09' 37" E FOR A DISTANCE OF 26.02 FEET TO A POINT ON A LINE; THENCE, S 01° 03' 22" E FOR A DISTANCE OF 55.65 FEET TO A POINT ON A LINE; THENCE, S 03° 03' 18" E FOR A DISTANCE OF 53.80 FEET TO A POINT ON A LINE; THENCE, N 72° 40' 02" W FOR A DISTANCE OF 25.30 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 11° 27' 20"; HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 105.97 FEET AND WHOSE LONG CHORD BEARS N 04° 10' 05" W FOR A DISTANCE OF 105.79 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 21° 53' 12"; HAVING A RADIUS OF 55.00 FEET, A DISTANCE OF 21.01 FEET AND WHOSE LONG CHORD BEARS N 01° 02' 51" E FOR A DISTANCE OF 20.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 3035 SQUARE FEET OR 0.070 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600504.61; EAST 1790029.69; THENCE, S 61° 59' 04" E FOR A DISTANCE OF 11.87 FEET TO A POINT ON A LINE; THENCE, S 13° 35' 55" E FOR A DISTANCE OF 65.17 FEET TO A POINT ON A LINE; THENCE, S 17° 16' 14" W FOR A DISTANCE OF 54.26 FEET TO A POINT ON A LINE; THENCE, S 18° 01' 24" E FOR A DISTANCE OF 9.95 FEET TO A POINT ON A LINE; THENCE, S 43° 57' 24" E FOR A DISTANCE OF 60.95 FEET TO A POINT ON A LINE; THENCE, S 08° 34' 11" W FOR A DISTANCE OF 41.85 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 15° 01' 06"; HAVING A RADIUS OF 44.29 FEET, A DISTANCE OF 11.61 FEET AND WHOSE LONG CHORD BEARS S 80° 25' 40" W FOR A DISTANCE OF 11.58 FEET; THENCE, S 87° 56' 13" W FOR A DISTANCE OF 39.96 FEET TO A POINT ON A LINE; THENCE, S 53° 39' 53" W FOR A DISTANCE OF 33.01 FEET TO A POINT ON A LINE; THENCE, S 03° 09' 37" E FOR A DISTANCE OF 39.35 FEET TO A POINT ON A LINE; THENCE, S 01° 03' 22" E FOR A DISTANCE OF 55.66 FEET TO A POINT ON A LINE; THENCE, S 03° 03' 18" E FOR A DISTANCE OF 56.07 FEET TO A POINT ON A LINE; THENCE, S 06° 59' 14" W FOR A DISTANCE OF 1.22 FEET TO A POINT ON A LINE; THENCE, N 72° 40' 02" W FOR A DISTANCE OF 10.44 FEET TO A POINT ON A LINE; THENCE, N 03° 03' 18" W FOR A DISTANCE OF 53.80 FEET TO A POINT ON A LINE; THENCE, N 01° 03' 22" W FOR A DISTANCE OF 55.65 FEET TO A POINT ON A LINE; THENCE, N 03° 09' 37" W FOR A DISTANCE OF 26.02 FEET TO A POINT ON A LINE; THENCE, N 22° 47' 21" E FOR A DISTANCE OF 7.71 FEET TO A POINT ON A LINE; THENCE, N 66° 18' 41" W FOR A DISTANCE OF 3.78 FEET TO A POINT ON A LINE; THENCE, N 03° 09' 37" W FOR A DISTANCE OF 9.93 FEET TO A POINT ON A LINE; THENCE, N 53° 39' 53" E FOR A DISTANCE OF 46.79 FEET TO A POINT ON A LINE; THENCE, N 28° 57' 01" E FOR A DISTANCE OF 15.55 FEET TO A POINT ON A LINE; THENCE, N 02° 11' 23" W FOR A DISTANCE OF 57.86 FEET TO A POINT ON A LINE; THENCE, N 18° 01' 24" W FOR A DISTANCE OF 14.28 FEET TO A POINT ON A LINE; THENCE, N 17° 16' 14" E FOR A DISTANCE OF 54.68 FEET TO A POINT ON A LINE; THENCE, N 13° 35' 55" W FOR A DISTANCE OF 66.71 FEET TO A POINT ON A LINE; THENCE N 03° 47' 27" E A DISTANCE OF 3.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 6704 SQUARE FEET OR 0.154 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT DRAINAGE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600457.90; EAST 1790013.75; THENCE, N 88° 52' 38" E FOR A DISTANCE OF 25.25 FEET TO A POINT ON A LINE; THENCE, S 01° 38' 09" E FOR A DISTANCE OF 19.50 FEET TO A POINT ON A LINE; THENCE, S 88° 52' 38" W FOR A DISTANCE OF 25.25 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 02° 22' 39"; HAVING A RADIUS OF 470.00 FEET, A DISTANCE OF 19.50 FEET AND WHOSE LONG CHORD BEARS N 01° 37' 52" W FOR A DISTANCE OF 19.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 494 SQUARE FEET OR 0.011 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

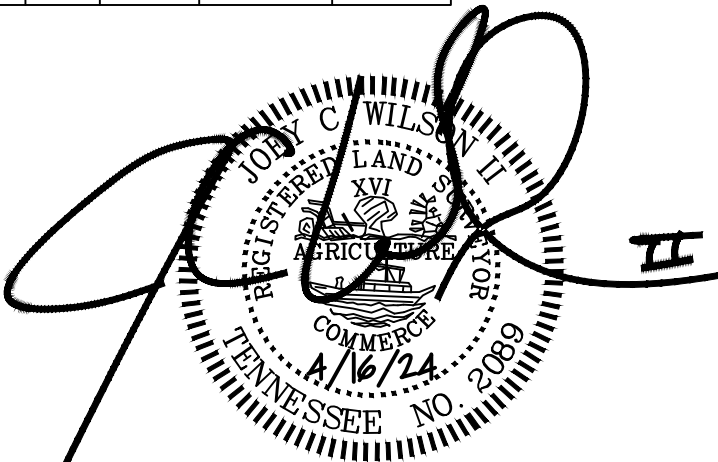
PERMANENT DRAINAGE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600269.19; EAST 1789972.57; THENCE, S 66° 18' 41" E FOR A DISTANCE OF 19.97 FEET TO A POINT ON A LINE; THENCE, S 66° 18' 41" E FOR A DISTANCE OF 3.78 FEET TO A POINT ON A LINE; THENCE, S 22° 47' 21" W FOR A DISTANCE OF 7.71 FEET TO A POINT ON A LINE; THENCE, S 22° 47' 21" W FOR A DISTANCE OF 11.80 FEET TO A POINT ON A LINE; THENCE, N 66° 18' 41" W FOR A DISTANCE OF 23.55 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 20° 25' 44"; HAVING A RADIUS OF 55.00 FEET, A DISTANCE OF 19.61 FEET AND WHOSE LONG CHORD BEARS N 22° 12' 19" E FOR A DISTANCE OF 19.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 472 SQUARE FEET OR 0.010 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

Curve Table						Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	11.61'	44.29'	15° 01' 06"	S80° 25' 40"W	11.58'	C7	72.20'	470.00'	8° 48' 07"	S7° 13' 15"E	72.13'
C2	105.97'	530.00'	11° 27' 20"	N4° 10' 05"W	105.79'	C8	19.50'	470.00'	2° 22' 39"	N1° 37' 52"W	19.50'
C3	21.01'	55.00'	21° 53' 12"	N1° 02' 51"E	20.88'	C9	29.52'	470.00'	3° 35' 54"	S1° 21' 25"W	29.51'
C4	19.61'	55.00'	20° 25' 44"	N22° 12' 19"E	19.51'	C10	22.40'	235.00'	5° 27' 38"	N24° 42' 04"E	22.39'
C5	23.91'	55.00'	24° 54' 15"	N44° 52' 19"E	23.72'	C11	238.03'	235.00'	58° 02' 04"	N56° 26' 55"E	227.98'
C6	93.26'	77.50'	68° 56' 45"	N22° 51' 04"E	87.73'						

Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	11.87'	S61°59'04"E	L20	46.79'	N53°39'53"E
L2	65.17'	S13°35'55"E	L21	15.55'	N28°57'01"E
L3	54.26'	S17°16'14"W	L22	57.86'	N2°11'23"W
L4	9.95'	S18°01'24"E	L23	14.28'	N18°01'24"W
L5	60.95'	S43°57'24"E	L24	54.68'	N17°16'14"E
L6	41.85'	S8°34'11"W	L25	66.71'	N13°35'55"W
L7	39.96'	S87°56'13"W	L26	3.76'	N3°47'27"E
L8	33.01'	S53°39'53"W	L27	19.97'	S66°18'41"E
L9	39.35'	S3°09'37"E	L28	11.80'	S22°47'21"W
L10	55.66'	S1°03'22"E	L29	23.55'	N66°18'41"W
L11	56.07'	S3°03'18"E	L30	25.30'	N72°40'02"W
L12	1.22'	S6°59'14"W	L31	6.67'	S61°59'04"E
L13	10.44'	N72°40'02"W	L32	25.25'	N88°52'38"E
L14	53.80'	N3°03'18"W	L33	19.50'	S1°38'09"E
L15	55.65'	N1°03'22"W	L34	25.25'	S88°52'38"W
L16	26.02'	N3°09'37"W	L35	36.14'	N72°40'02"W
L17	7.71'	N22°47'21"E	L36	208.85'	N8°56'10"E
L18	3.78'	N66°18'41"W	L37	147.31'	N82°21'44"W
L19	9.93'	N3°09'37"W			



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W
16049 SQ.FT.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPERTY LOCATION:
1367 Carothers Road
Nolensville, TN (Rutherford County)



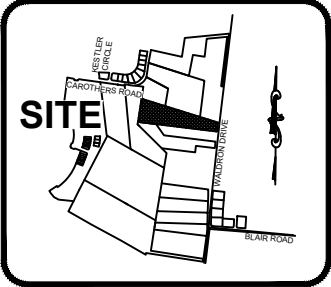
108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
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Date: 4/16/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT - 18



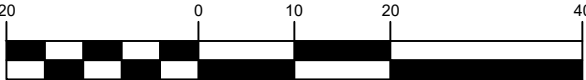
VICINITY MAP
NOT TO SCALE

- LEGEND
- PERMANENT SLOPE LINES
 - TEMPORARY CONSTRUCTION LIMITS
 - ROW
 - EASEMENT CORNER

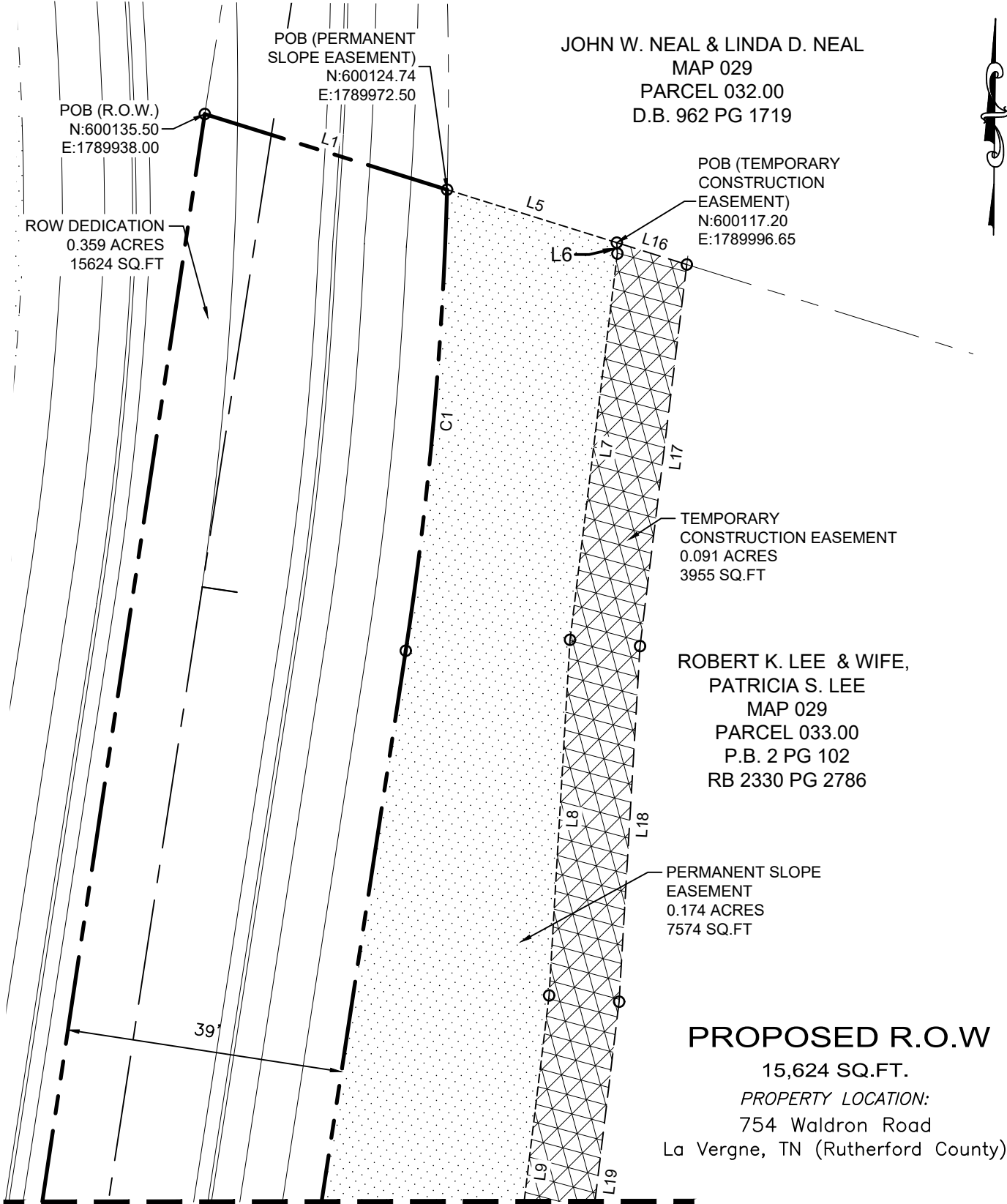
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



GRAPHIC SCALE: 1" = 20'



ROBERT K. LEE & WIFE,
PATRICIA S. LEE
MAP 029
PARCEL 033.00
P.B. 2 PG 102
RB 2330 PG 2786

PROPOSED R.O.W
15,624 SQ.FT.
PROPERTY LOCATION:
754 Waldron Road
La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER



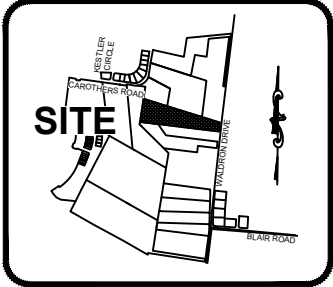
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

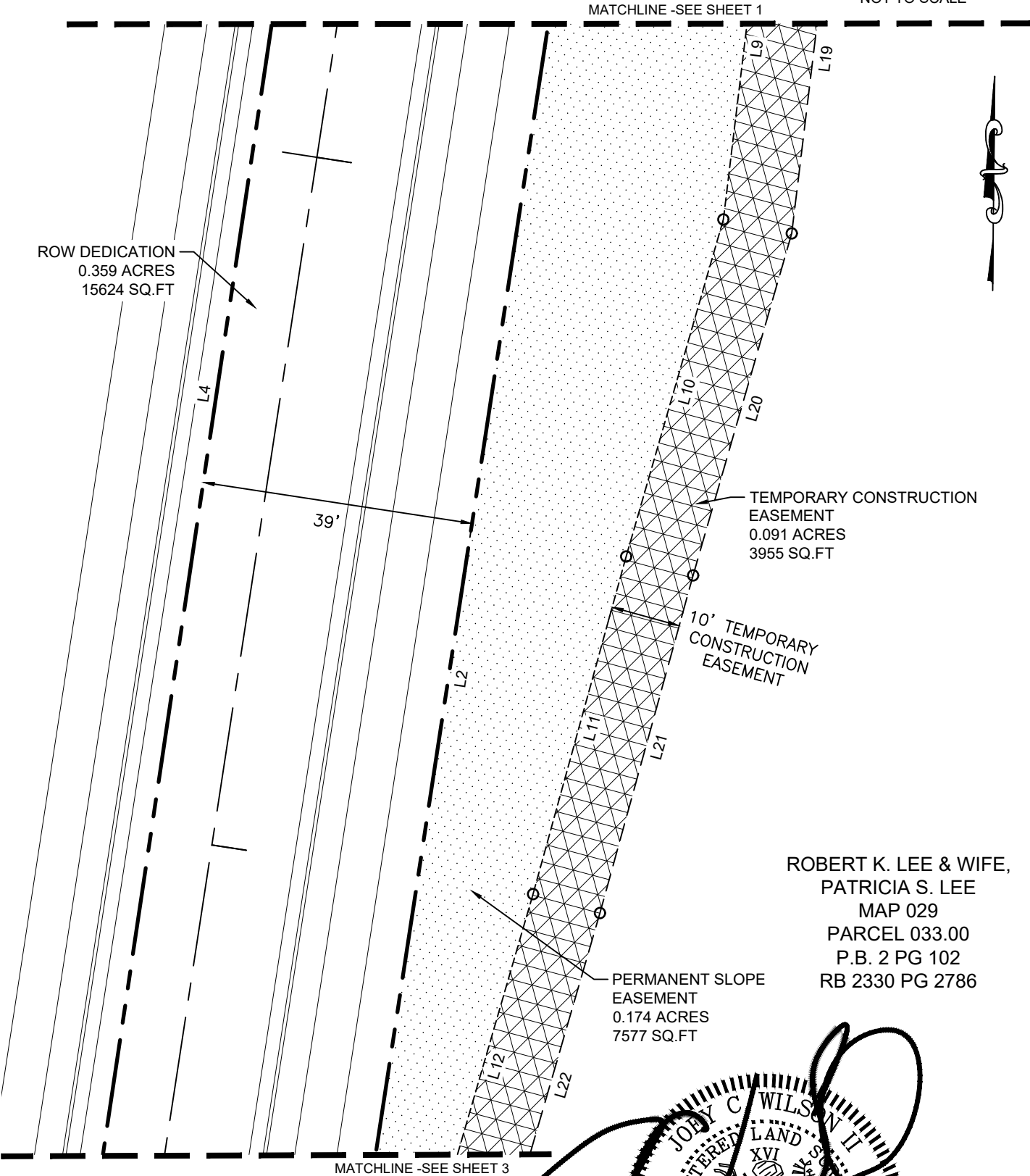
GENERAL NOTES:

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WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT - 18



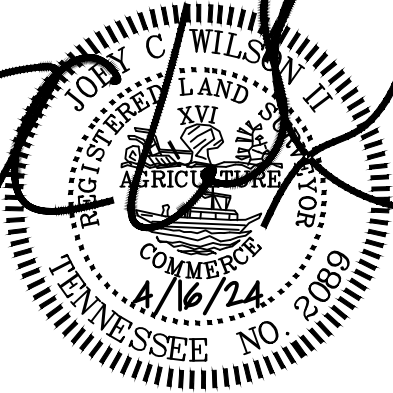
VICINITY MAP
NOT TO SCALE



PROPOSED R.O.W
15,624 SQ.FT.

PROPERTY LOCATION:
754 Waldron Road
La Vergne, TN (Rutherford County)

ROBERT K. LEE & WIFE,
PATRICIA S. LEE
MAP 029
PARCEL 033.00
P.B. 2 PG 102
RB 2330 PG 2786



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
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WA PROJECT NO. 21-1724 SHEET 2 OF 4

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TENNESSEE ONE CALL
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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



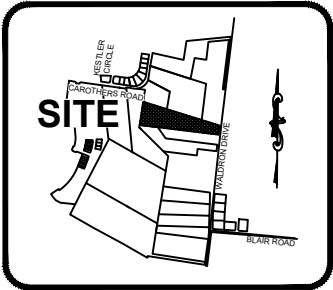
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

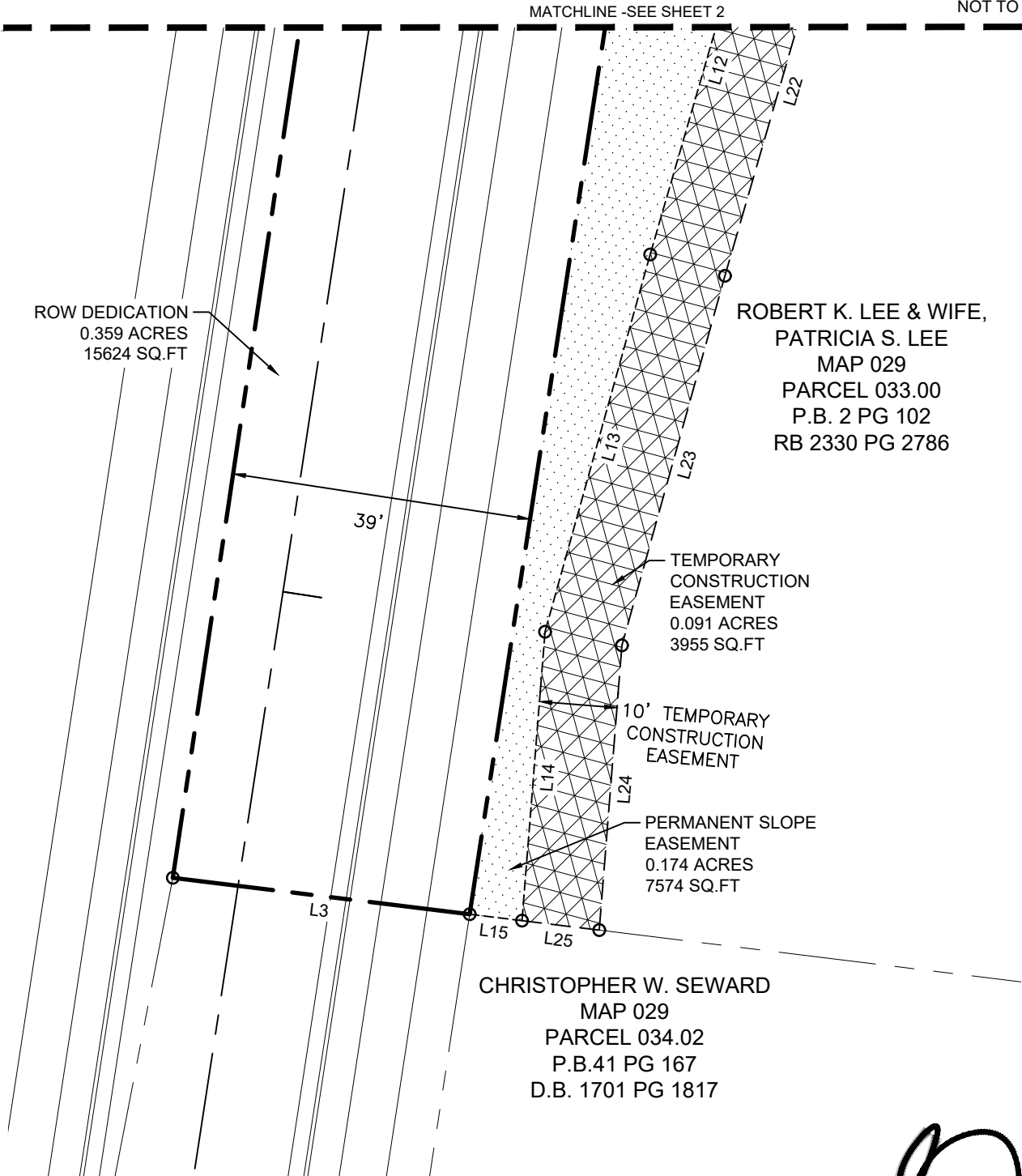
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT - 18



VICINITY MAP
NOT TO SCALE



PROPOSED R.O.W

15,624 SQ.FT.

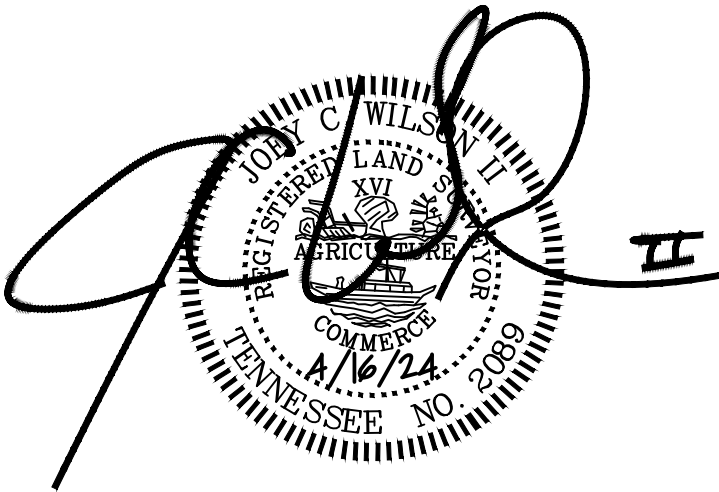
PROPERTY LOCATION:

754 Waldron Road

La Vergne, TN (Rutherford County)

CHRISTOPHER W. SEWARD
MAP 029
PARCEL 034.02
P.B.41 PG 167
D.B. 1701 PG 1817

ROBERT K. LEE & WIFE,
PATRICIA S. LEE
MAP 029
PARCEL 033.00
P.B. 2 PG 102
RB 2330 PG 2786



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TENNESSEE ONE CALL
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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	65.92'	530.00'	7° 07' 35"	S5° 07' 22"W	65.88'

Parcel Line Table		
Line #	Length	Direction
L1	36.14'	S72°40'02"E
L2	332.79'	S8°41'10"W
L3	38.47'	N83°00'27"W
L4	405.11'	N8°29'33"E
L5	25.30'	S72°40'02"E
L6	1.56'	S3°03'18"E
L7	55.37'	S6°59'14"W
L8	50.70'	S3°22'04"W
L9	50.02'	S6°54'23"W
L10	50.42'	S16°05'49"W

Parcel Line Table		
Line #	Length	Direction
L11	50.35'	S15°25'36"W
L12	50.43'	S16°11'32"W
L13	50.36'	S15°34'15"W
L14	37.27'	S4°33'40"W
L15	6.78'	N83°00'27"W
L16	10.44'	S72°40'02"E
L17	54.72'	S6°59'14"W
L18	50.70'	S3°22'04"W
L19	51.14'	S6°54'23"W
L20	51.17'	S16°05'49"W

Parcel Line Table		
Line #	Length	Direction
L21	50.36'	S15°25'36"W
L22	50.44'	S16°11'32"W
L23	49.35'	S15°34'15"W
L24	36.73'	S4°33'40"W
L25	10.01'	N83°00'27"W

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE SOUTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO ROBERT K. LEE AND WIFE, PATRICIA S. LEE BY RB 2330 PG 2786 IN PLAT BOOK 2, PAGE 102, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600135.50; EAST 1789938.00; THENCE, S 72° 40' 02" E FOR A DISTANCE OF 36.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, THENCE SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 07° 07' 35"; HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 65.92 FEET AND WHOSE LONG CHORD BEARS S 05° 07' 22" W FOR A DISTANCE OF 65.88 FEET. THENCE, S 08° 41' 10" W FOR A DISTANCE OF 332.79 FEET TO A POINT ON A LINE; THENCE, N 83° 00' 27" W FOR A DISTANCE OF 38.47 FEET TO A POINT ON A LINE; THENCE N 08° 29' 33" E A DISTANCE OF 405.11 FEET TO THE POINT OF BEGINNING.
CONTAINING 15624 SQUARE FEET OR 0.359 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600124.74; EAST 1789972.50; THENCE, S 72° 40' 02" E FOR A DISTANCE OF 25.30 FEET TO A POINT ON A LINE; THENCE, S 03° 03' 18" E FOR A DISTANCE OF 1.56 FEET TO A POINT ON A LINE; THENCE, S 06° 59' 14" W FOR A DISTANCE OF 55.37 FEET TO A POINT ON A LINE; THENCE, S 03° 22' 04" W FOR A DISTANCE OF 50.70 FEET TO A POINT ON A LINE; THENCE, S 06° 54' 23" W FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, S 16° 05' 49" W FOR A DISTANCE OF 50.42 FEET TO A POINT ON A LINE; THENCE, S 15° 25' 36" W FOR A DISTANCE OF 50.35 FEET TO A POINT ON A LINE; THENCE, S 16° 11' 32" W FOR A DISTANCE OF 50.43 FEET TO A POINT ON A LINE; THENCE, S 15° 34' 15" W FOR A DISTANCE OF 50.36 FEET TO A POINT ON A LINE; THENCE, S 04° 33' 40" W FOR A DISTANCE OF 37.27 FEET TO A POINT ON A LINE; THENCE, N 83° 00' 27" W FOR A DISTANCE OF 6.78 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 332.79 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 07° 07' 35 "; HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 65.92 FEET AND WHOSE LONG CHORD BEARS N 05° 07' 22" E FOR A DISTANCE OF 65.88 FEET TO THE POINT OF BEGINNING.
CONTAINING 7574 SQUARE FEET OR 0.174 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600117.20; EAST 1789996.65; THENCE, S 72° 40' 02" E FOR A DISTANCE OF 10.44 FEET TO A POINT ON A LINE; THENCE, S 06° 59' 14" W FOR A DISTANCE OF 54.72 FEET TO A POINT ON A LINE; THENCE, S 03° 22' 04" W FOR A DISTANCE OF 50.70 FEET TO A POINT ON A LINE; THENCE, S 06° 54' 23" W FOR A DISTANCE OF 51.14 FEET TO A POINT ON A LINE; THENCE, S 16° 05' 49" W FOR A DISTANCE OF 51.17 FEET TO A POINT ON A LINE; THENCE, S 15° 25' 36" W FOR A DISTANCE OF 50.36 FEET TO A POINT ON A LINE; THENCE, S 16° 11' 32" W FOR A DISTANCE OF 50.44 FEET TO A POINT ON A LINE; THENCE, S 15° 34' 15" W FOR A DISTANCE OF 49.35 FEET TO A POINT ON A LINE; THENCE, S 04° 33' 40" W FOR A DISTANCE OF 36.73 FEET TO A POINT ON A LINE; THENCE, N 83° 00' 27" W FOR A DISTANCE OF 10.01 FEET TO A POINT ON A LINE; THENCE, N 04° 33' 40" E FOR A DISTANCE OF 37.27 FEET TO A POINT ON A LINE; THENCE, N 15° 34' 15" E FOR A DISTANCE OF 50.36 FEET TO A POINT ON A LINE; THENCE, N 16° 11' 32" E FOR A DISTANCE OF 50.43 FEET TO A POINT ON A LINE; THENCE, N 15° 25' 36" E FOR A DISTANCE OF 50.35 FEET TO A POINT ON A LINE; THENCE, N 16° 05' 49" E FOR A DISTANCE OF 50.42 FEET TO A POINT ON A LINE; THENCE, N 06° 54' 23" E FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, N 03° 22' 04" E FOR A DISTANCE OF 50.70 FEET TO A POINT ON A LINE; THENCE, N 06° 59' 14" E FOR A DISTANCE OF 55.37 FEET TO A POINT ON A LINE; THENCE N 03° 03' 18" W A DISTANCE OF 1.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 3955 SQUARE FEET OR 0.091 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

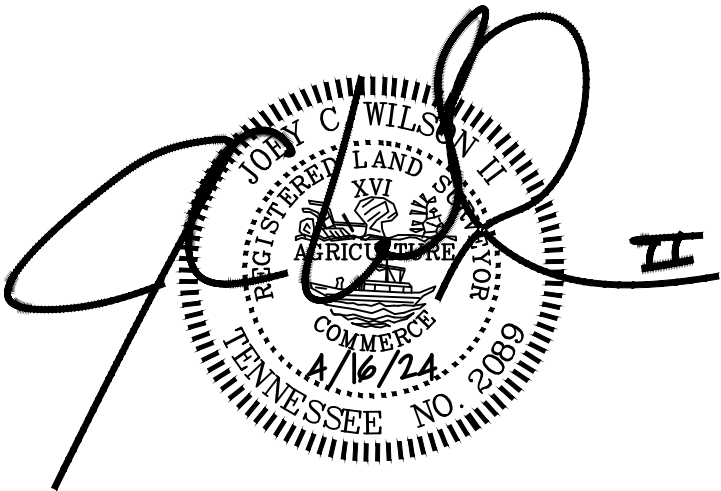
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
15,624 SQ.FT.

PROPERTY LOCATION:
754 Waldron Road
La Vergne, TN (Rutherford County)





WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



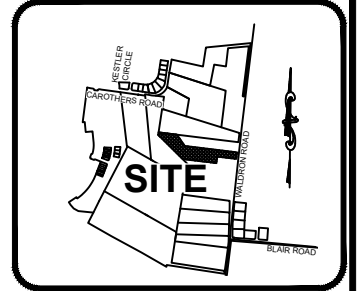
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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

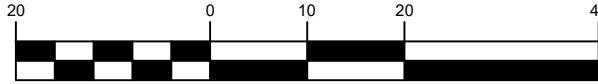
EXHIBIT LOT-19



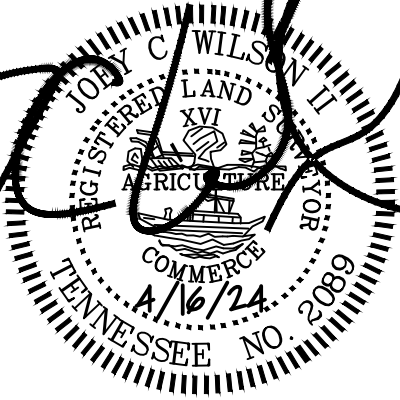
VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



GRAPHIC SCALE: 1" = 20'



ROBERT K. LEE & WIFE, PATRICIA S. LEE
MAP 029 PARCEL 033.00
P.B. 2 PG 102
D.B. 962 PG 1719

CHRISTOPHER W. SEWARD
MAP 029
PARCEL 034.02
P.B. 41 PG 167
D.B. 1701 PG 1817

JON MORTON CHICK & WIFE,
CONSTANCE ELAINE CHICK
MAP 029
PARCEL 031.00
P.B. 29 PG 89
D.B. 347 PG 459

TEMPORARY CONSTRUCTION
EASEMENT NO. 2
0.000 ACRES
4 SQ.FT

POB (TEMPORARY
CONSTRUCTION EASEMENT NO. 1)
N:599729.33
E:1789923.09

POB (TEMPORARY
CONSTRUCTION EASEMENT NO. 2)
N:599614.28
E:1789951.14

TEMPORARY CONSTRUCTION
EASEMENT NO. 1
0.024 ACRES
1047 SQ.FT

POB (PERMANENT
SLOPE EASEMENT)
N:599730.15
E:1789916.36

PERMANENT SLOPE
EASEMENT
0.027 ACRES
1180 SQ.FT

POB (R.O.W.)
N:599734.83
E:1789878.18

ROW DEDICATION
0.051 ACRES
2221 SQ.FT

PROPOSED R.O.W
2221 SQ.FT.

PROPERTY LOCATION:
766 & 768 Waldron Road
La Vergne, TN (Rutherford County)

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

Parcel Line Table		
Line #	Length	Direction
L1	38.47'	S83°00'27"E
L2	71.46'	S8°41'10"W
L3	49.61'	N45°12'37"W
L4	41.12'	N10°57'44"E
L5	6.78'	S83°00'46"E
L6	12.86'	S4°33'40"W
L7	51.17'	S3°35'18"E
L8	33.95'	S13°01'38"E
L9	38.54'	N45°12'37"W

Parcel Line Table		
Line #	Length	Direction
L10	10.01'	S83°00'27"E
L11	11.72'	S4°33'40"W
L12	49.63'	S3°35'18"E
L13	49.02'	S13°01'38"E
L14	18.77'	N45°12'37"W
L15	6.89'	S45°12'37"W
L16	3.20'	N88°56'09"E
L17	2.83'	S9°09'35"W
L18	3.88'	N45°12'37"W

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE SOUTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO CHRISTOPHER W. SEWARD BY DEED BOOK 1701 PAGE 1817 IN PLAT BOOK 41, PAGE 167, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ROW DEDICATION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599,734.83; EAST 1,789,878.18; THENCE, S 83° 00' 27" E FOR A DISTANCE OF 38.47 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 71.46 FEET; THENCE, N 45° 12' 37" W FOR A DISTANCE OF 49.61'; THENCE N 10° 57' 44" E A DISTANCE OF 41.12' TO THE POINT OF BEGINNING.
CONTAINING 2221 SQUARE FEET OR 0.051 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599,730.15; EAST 1,789,916.36; THENCE, S 83° 00' 46" E FOR A DISTANCE OF 6.78 FEET; THENCE, S 04° 33' 40" W FOR A DISTANCE OF 12.86 FEET; THENCE, S 03° 35' 18" E FOR A DISTANCE OF 51.17 FEET; THENCE, S 13° 01' 38" E FOR A DISTANCE OF 33.95 FEET; THENCE, N 45° 12' 37" W FOR A DISTANCE OF 38.54 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 71.46 FEET TO THE POINT OF BEGINNING.
CONTAINING 1180 SQUARE FEET OR 0.027 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599,729.33; EAST 1,789,923.09; THENCE, S 83° 00' 27" E FOR A DISTANCE OF 10.01 FEET; THENCE, S 04° 33' 40" W FOR A DISTANCE OF 11.72 FEET; THENCE, S 03° 35' 18" E FOR A DISTANCE OF 49.63 FEET; THENCE, S 13° 01' 38" E FOR A DISTANCE OF 49.02 FEET; THENCE, N 45° 12' 37" W FOR A DISTANCE OF 18.77 FEET; THENCE, N 13° 01' 38" W FOR A DISTANCE OF 33.95 FEET; THENCE, N 03° 35' 18" W FOR A DISTANCE OF 51.17 FEET; THENCE N 04° 33' 40" E A DISTANCE OF 12.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 1047 SQUARE FEET OR 0.024 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599,614.28; EAST 1,789,951.14; THENCE, N 88° 56' 09" E FOR A DISTANCE OF 3.20 FEET; THENCE, S 09° 09' 35" W FOR A DISTANCE OF 2.83 FEET; THENCE N 45° 12' 37" W A DISTANCE OF 3.88 FEET TO THE POINT OF BEGINNING.
CONTAINING 4 SQUARE FEET OR 0.000 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

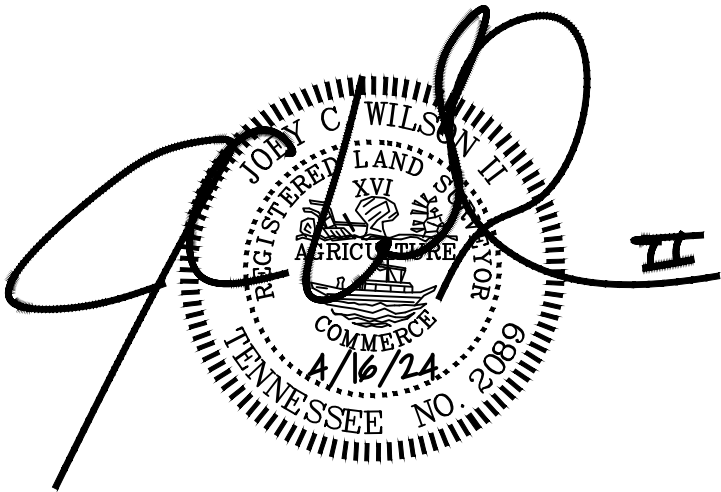
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
2221 SQ.FT.

PROPERTY LOCATION:
766 & 768 Waldron Road
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275

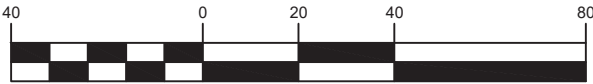


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Drawn: AS
Job No.: 21-1724

LEGEND

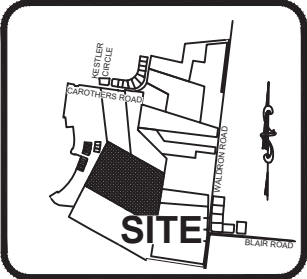
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



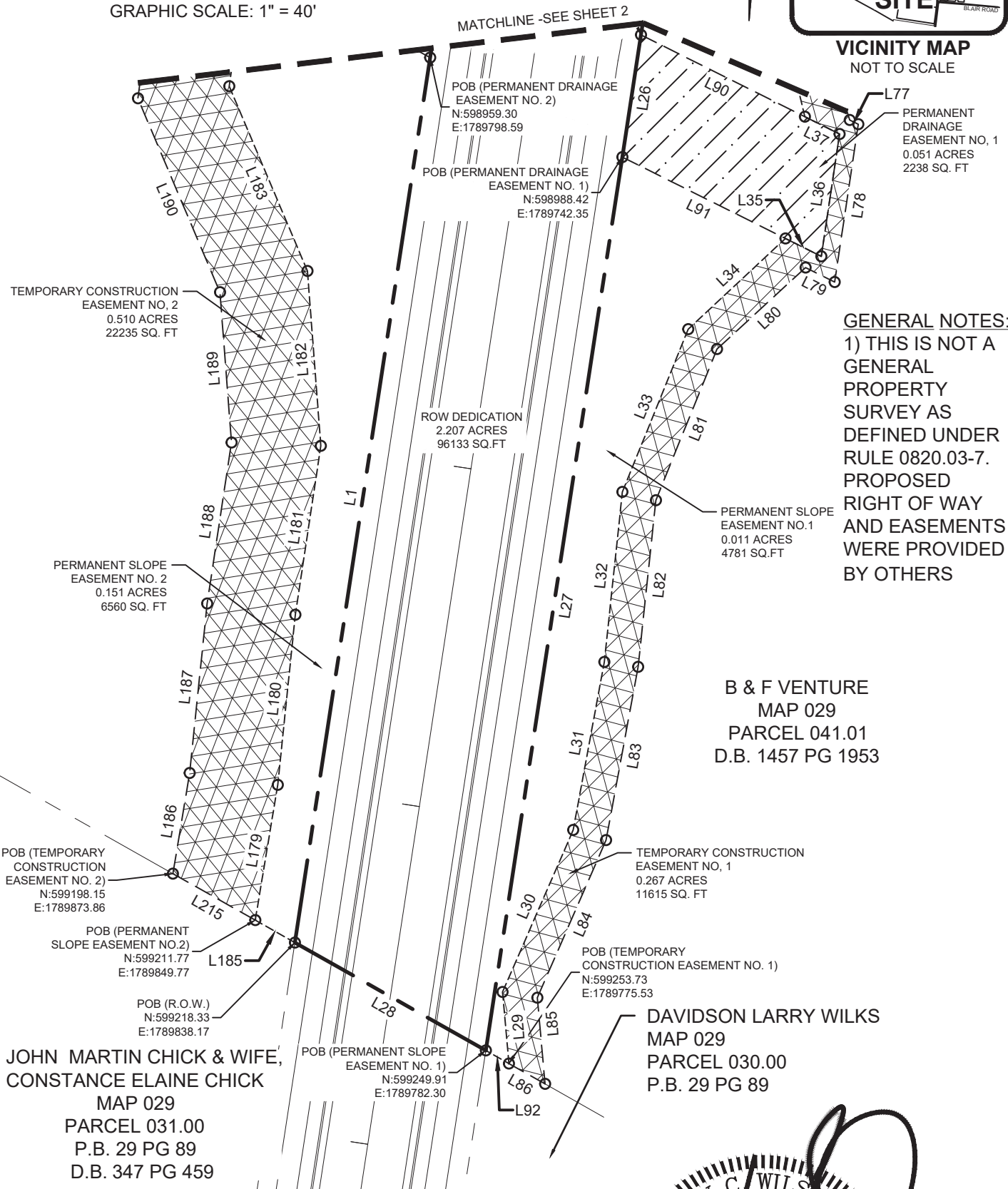
GRAPHIC SCALE: 1" = 40'

PREPARED FOR:
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LA VERGNE, TN 37086
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EXHIBIT LOT-36



VICINITY MAP
NOT TO SCALE



PROPOSED R.O.W

96133 SQ.FT.

PROPERTY LOCATION:
LOT 36 Carothers Road
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
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WA PROJECT NO. 21-1724

SHEET 1 OF 9



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Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

A site map showing the location of the proposed development. The map includes labels for 'EISLER TRINGLE', 'CARROTHERS ROAD', 'WALKER ROAD', and 'BLAIR ROAD'. A large black-shaded area is labeled 'SITE'.

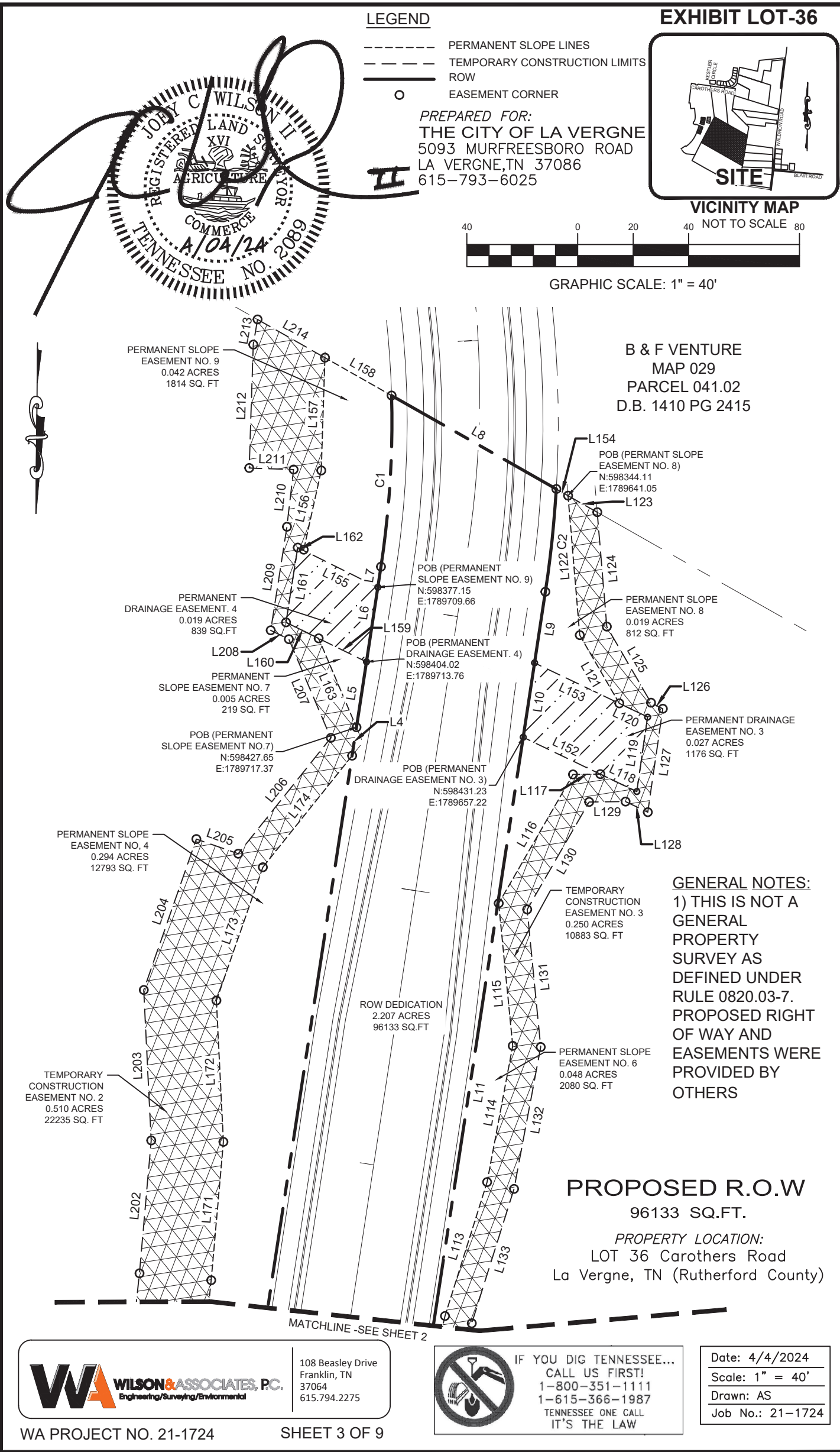
 PERMANENT SLOPE LINES
 TEMPORARY CONSTRUCTION LIMITS
 ROW
 EASEMENT CORNER

96133 SQ.FT.

LOT 36 Carothers Road
La Vergne, TN (Rutherford County)

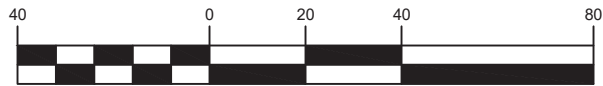
Date: 4/4/2024
 Scale: 1" = 40'
 Drawn: AS
 Job No.: 21-1724

SHEET 2 OF 9



LEGEND

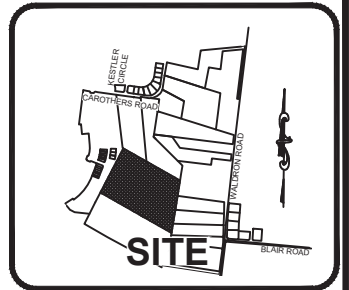
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



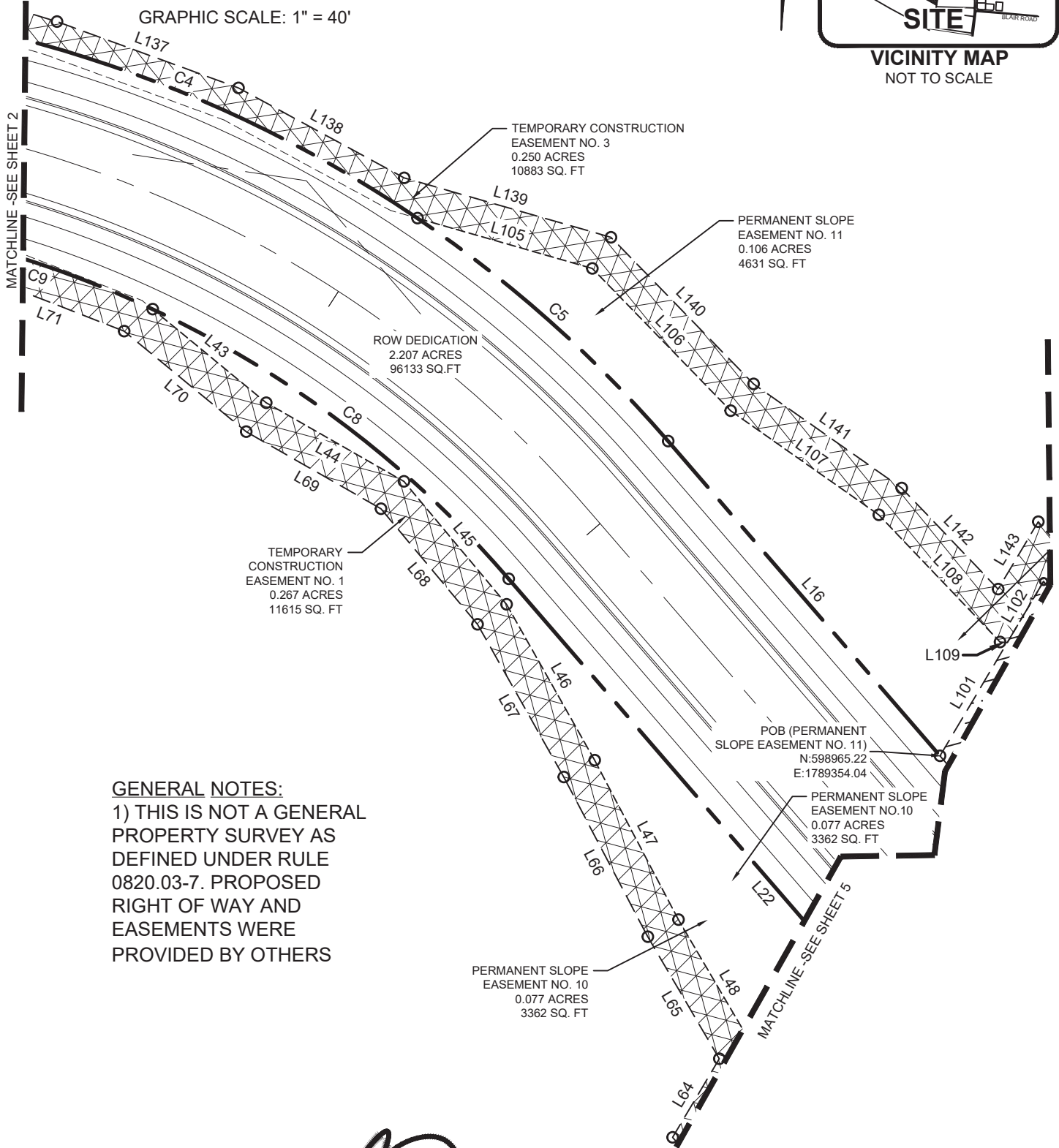
GRAPHIC SCALE: 1" = 40'

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LA VERGNE, TN 37086
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EXHIBIT LOT-36



VICINITY MAP
NOT TO SCALE



GENERAL NOTES:
1) THIS IS NOT A GENERAL
PROPERTY SURVEY AS
DEFINED UNDER RULE
0820.03-7. PROPOSED
RIGHT OF WAY AND
EASEMENTS WERE
PROVIDED BY OTHERS

POB (PERMANENT
SLOPE EASEMENT NO. 11)
N:598965.22
E:1789354.04

PERMANENT SLOPE
EASEMENT NO.10
0.077 ACRES
3362 SQ. FT

PERMANENT SLOPE
EASEMENT NO. 10
0.077 ACRES
3362 SQ. FT



PROPOSED R.O.W

96133 SQ.FT.

PROPERTY LOCATION:
LOT 36 Carothers Road
La Vergne, TN (Rutherford County)



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37064
615.794.2275

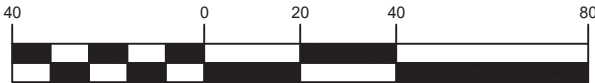


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Drawn: AS
Job No.: 21-1724

LEGEND

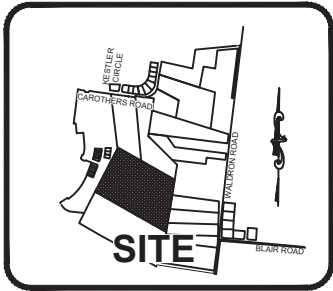
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 40'

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LA VERGNE, TN 37086
615-793-6025

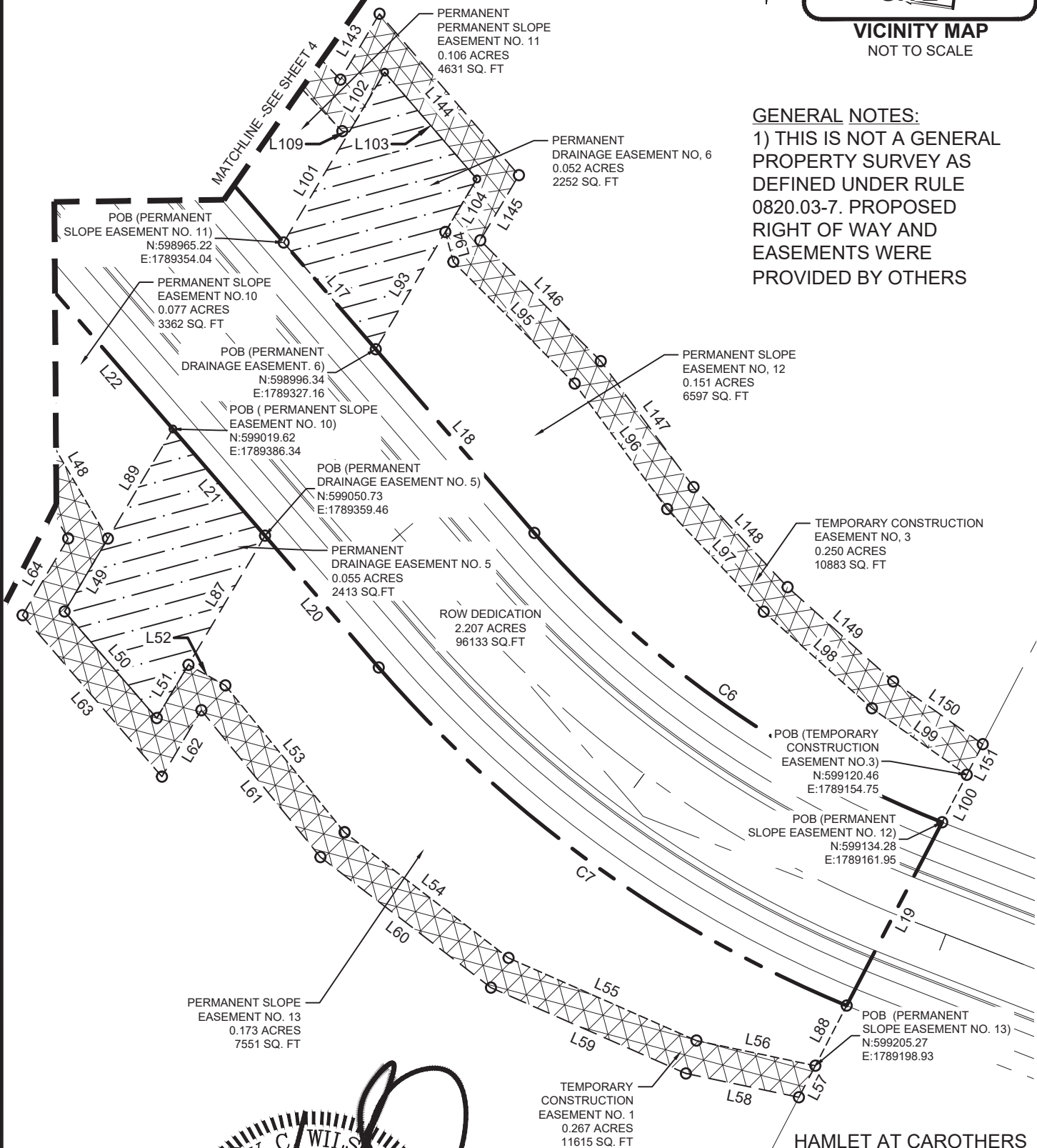
EXHIBIT LOT-36



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

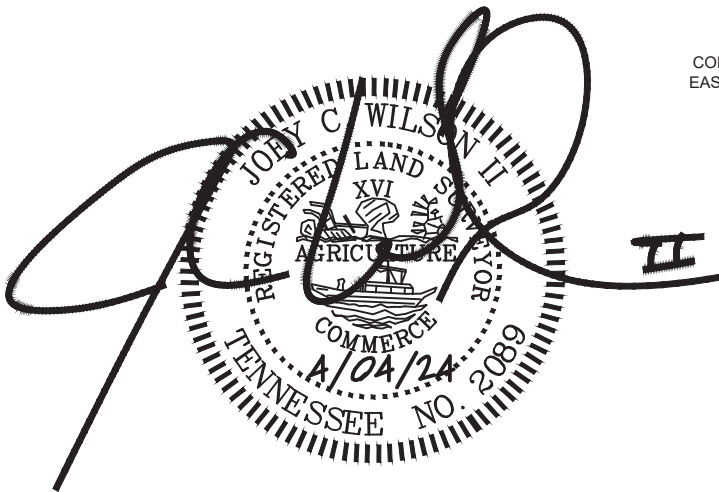
1) THIS IS NOT A GENERAL
PROPERTY SURVEY AS
DEFINED UNDER RULE
0820.03-7. PROPOSED
RIGHT OF WAY AND
EASEMENTS WERE
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HAMLET AT CAROTHERS
OWNERS ASSOCIATIONS
LLC MAP 0291
PARCEL B-001.01
P.B. 45 PG 18-20
D.B. 1737 PG 3857

PROPOSED R.O.W
96133 SQ.FT.

PROPERTY LOCATION:
LOT 36 Carothers Road
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Date: 4/4/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

Line Table		
Line #	Length	Direction
L1	262.03'	S8°41'10"W
L2	36.40'	S8°41'10"W
L3	491.08'	S8°41'10"W
L4	10.34'	S8°41'10"W
L5	23.90'	S8°41'10"W
L6	27.18'	S8°41'10"W
L7	7.50'	S8°41'10"W
L8	68.31'	N60°26'03"W
L9	25.91'	N8°41'10"E
L10	27.13'	N8°41'10"E
L11	258.07'	N8°41'10"E
L12	3.41'	N8°41'10"E
L13	42.57'	N8°41'10"E
L14	22.05'	N43°33'48"W
L15	37.55'	N81°02'17"W
L16	118.48'	N40°49'16"W
L17	41.12'	N40°49'16"W
L18	70.79'	N40°49'16"W
L19	60.28'	N27°31'02"E
L20	50.74'	S40°49'16"E
L21	41.12'	S40°49'16"E
L22	138.53'	S40°49'16"E
L23	37.14'	S81°02'17"E
L24	22.15'	N61°08'29"E
L25	136.44'	N8°41'10"E
L26	36.16'	N8°41'10"E
L27	264.52'	N8°41'10"E
L28	64.18'	S60°31'19"E
L29	21.01'	S5°05'54"E
L30	51.73'	S23°33'31"W
L31	50.02'	S10°29'14"W
L32	50.05'	S6°04'03"W
L33	51.39'	S22°01'11"W
L34	38.91'	S46°57'53"W
L35	11.73'	N63°28'38"W
L36	36.20'	S8°31'02"W
L37	11.36'	S63°28'38"E
L38	36.02'	S13°25'49"E
L39	52.32'	S8°26'01"E
L40	50.57'	S0°04'09"W
L41	32.35'	S19°57'06"W
L42	51.82'	N81°49'22"W
L43	41.90'	N50°31'00"W

Line Table		
Line #	Length	Direction
L44	45.17'	N60°14'43"W
L45	45.63'	N39°51'53"W
L46	51.00'	N29°27'31"W
L47	51.33'	N27°43'54"W
L48	45.95'	N30°22'41"W
L49	24.74'	N30°42'02"E
L50	41.12'	N40°49'16"W
L51	18.09'	S30°42'02"W
L52	12.33'	N60°57'11"W
L53	55.17'	N39°02'47"W
L54	60.25'	N52°34'25"W
L55	59.88'	N66°14'31"W
L56	35.46'	N78°05'39"W
L57	10.38'	N27°31'02"E
L58	33.71'	S78°05'39"E
L59	62.12'	S66°14'31"E
L60	62.63'	S52°34'25"E
L61	55.15'	S39°02'47"E
L62	22.53'	N30°42'02"E
L63	62.21'	S40°49'16"E
L64	26.04'	S30°42'02"W
L65	40.28'	S30°22'41"E
L66	51.41'	S27°43'54"E
L67	49.94'	S29°27'31"E
L68	42.92'	S39°51'53"E
L69	44.22'	S60°14'43"E
L70	45.05'	S50°31'00"E
L71	42.96'	S68°41'08"E
L72	61.41'	S81°49'22"E
L73	22.47'	N19°57'06"E
L74	48.07'	N0°04'09"E
L75	50.82'	N8°26'01"W
L76	39.96'	N17°02'27"W
L77	2.82'	N63°28'38"W
L78	46.71'	N8°31'02"E
L79	9.53'	S63°28'38"E
L80	35.21'	N47°21'00"E
L81	47.74'	N22°01'11"E
L82	49.04'	N6°04'03"E
L83	51.56'	N10°29'14"E
L84	50.32'	N23°33'31"E
L85	25.35'	N5°05'54"W
L86	12.15'	S60°31'19"E

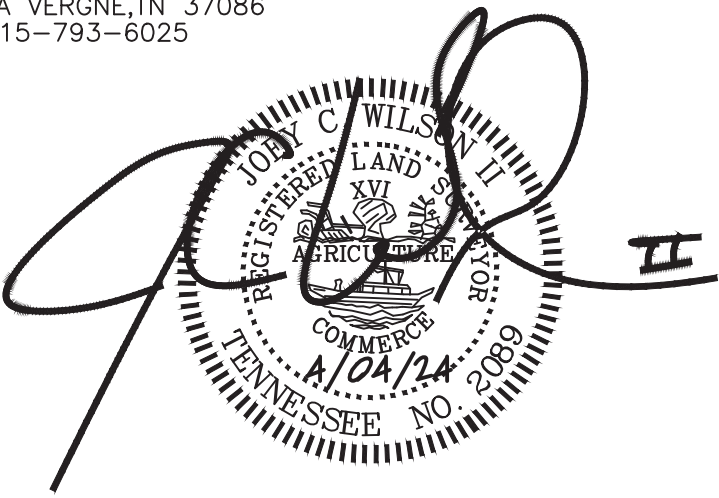
Line Table		
Line #	Length	Direction
L87	43.78'	S30°42'02"W
L88	19.77'	N27°31'02"E
L89	37.13'	S30°42'02"W
L90	53.59'	S63°28'38"E
L91	53.34'	S63°28'38"E
L92	7.77'	S60°31'19"E
L93	39.76'	S30°42'02"W
L94	9.01'	N14°55'55"W
L95	50.13'	N44°56'26"W
L96	45.46'	N36°22'03"W
L97	41.10'	N43°15'14"W
L98	42.32'	N48°15'48"W
L99	33.81'	N54°58'23"W
L100	15.58'	N27°31'02"E
L101	37.53'	S30°42'02"W
L102	20.22'	S30°42'02"W
L103	41.12'	N40°49'16"W
L104	17.99'	N30°42'02"E
L105	51.82'	N73°57'46"W
L106	56.55'	N44°11'24"W
L107	51.55'	N54°53'34"W
L108	50.06'	N43°39'12"W
L109	2.06'	N85°07'22"W
L110	52.11'	S73°10'09"E
L111	49.89'	S2°28'59"E
L112	47.68'	S13°02'30"W
L113	50.59'	S17°28'20"W
L114	50.03'	S10°40'18"W
L115	51.61'	S5°38'33"E
L116	53.66'	S29°58'16"W
L117	9.85'	S89°19'16"W
L118	14.58'	N64°28'15"W
L119	27.19'	S8°14'50"W
L120	11.30'	S64°28'15"E
L121	28.44'	S30°08'30"E
L122	50.48'	S4°47'51"E
L123	12.11'	N60°26'03"W
L124	41.40'	N4°47'51"W
L125	31.69'	N30°08'30"W
L126	4.80'	N62°36'49"W
L127	37.67'	N8°14'50"E
L128	8.89'	S64°28'15"E
L129	13.14'	N89°19'16"E

Line Table		
Line #	Length	Direction
L130	44.75'	N29°58'16"E
L131	49.83'	N5°38'33"W
L132	52.06'	N10°40'18"E
L133	50.80'	N17°28'20"E
L134	48.39'	N13°02'30"E
L135	42.41'	N2°28'59"W
L136	82.83'	N73°10'09"W
L137	55.07'	N69°55'40"W
L138	53.71'	N61°29'26"W
L139	61.29'	N73°57'46"W
L140	58.27'	N44°11'24"W
L141	51.59'	N54°53'34"W
L142	39.79'	N43°39'12"W
L143	22.34'	S30°42'02"W
L144	62.21'	N40°49'16"W
L145	22.09'	N30°42'02"E
L146	49.77'	N44°56'26"W
L147	45.61'	N36°22'03"W
L148	40.06'	N43°15'14"W
L149	41.29'	N48°15'48"W
L150	31.90'	N54°58'23"W
L151	10.09'	N27°31'02"E
L152	30.83'	N64°28'15"W
L153	33.89'	N64°28'15"W
L154	4.87'	N60°26'03"W
L155	29.90'	S63°39'37"E
L156	29.53'	S12°29'24"W
L157	40.70'	S1°52'16"W
L158	27.63'	N60°26'03"W
L159	19.20'	S63°53'22"E
L160	13.12'	S63°53'22"E
L161	27.29'	S8°54'18"W
L162	2.36'	N63°39'37"W
L163	34.86'	S23°01'29"E
L164	59.59'	S61°07'45"E
L165	26.13'	S16°44'43"W
L166	59.27'	S41°10'01"W
L167	50.04'	S11°03'21"W
L168	50.60'	S0°08'39"E
L169	50.46'	S16°25'08"W
L170	50.05'	S6°00'19"W
L171	50.10'	S5°03'14"W
L172	51.03'	S2°50'29"E

Line Table		
Line #	Length	Direction
L173	50.86'	S19°13'00"W
L174	51.55'	S38°39'56"W
L175	61.14'	S61°11'16"E
L176	5.19'	S61°11'16"E
L177	36.45'	S8°47'25"W
L178	6.70'	N61°07'45"W
L179	40.14'	S9°26'22"W
L180	50.06'	S5°53'53"W
L181	50.00'	S8°35'27"W
L182	51.33'	S4°22'57"E
L183	58.72'	S22°56'18"E
L184	38.21'	S7°50'17"W
L185	13.32'	S60°31'19"E
L186	29.85'	S9°26'22"W
L187	49.87'	S5°53'53"W
L188	47.65'	S8°35'27"W
L189	44.13'	S4°22'57"E
L190	61.63'	S22°56'18"E
L191	45.82'	S7°50'17"W
L192	12.94'	S8°47'25"W
L193	0.33'	S52°29'10"W
L194	2.25'	S17°23'27"E
L195	12.56'	S12°24'03"W
L196	43.64'	S16°44'46"W
L197	57.90'	S41°10'01"W
L198	40.50'	S11°03'21"W
L199	51.83'	S0°08'39"E
L200	51.87'	S16°25'08"W
L201	47.47'	S6°00'19"W
L202	48.09'	S5°03'14"W
L203	54.30'	S2°50'29"E
L204	57.64'	S19°13'00"W
L205	16.00'	N70°47'00"W
L206	53.46'	S38°39'56"W
L207	38.67'	S23°01'29"E
L208	7.30'	S63°53'22"E
L209	37.78'	S8°54'18"W
L210	20.79'	S6°35'54"W
L211	16.00'	S88°07'44"E
L212	44.54'	S1°52'16"W
L213	9.20'	S9°41'27"W
L214	27.95'	N60°26'03"W
L215	27.68'	S60°31'19"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	61.93'	345.00'	10° 17' 06"	S3° 32' 37"W	61.85'
C2	37.30'	405.00'	5° 16' 39"	N6° 02' 51"E	37.29'
C3	6.26'	365.00'	0° 59' 00"	N80° 32' 47"W	6.26'
C4	154.11'	365.00'	24° 11' 27"	N67° 57' 34"W	152.96'
C5	95.83'	365.00'	15° 02' 34"	N48° 20' 33"W	95.55'
C6	147.25'	305.00'	27° 39' 40"	N54° 39' 06"W	145.82'
C7	169.91'	365.00'	26° 40' 20"	S54° 09' 26"E	168.38'
C8	128.16'	305.00'	24° 04' 30"	S52° 51' 31"E	127.22'
C9	68.01'	305.00'	12° 46' 31"	S71° 17' 02"E	67.86'
C10	17.92'	305.00'	3° 22' 00"	S79° 21' 17"E	17.92'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



PROPOSED R.O.W

96133 SQ.FT.

PROPERTY LOCATION:
LOT 36 Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
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Date: 4/4/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE SOUTH SIDE OF CARATHORS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CARATHORS ROAD AND KESTLER CIRCLE, BEING PART OF THE LAND DEEDED TO B & F VENTURE BY DEED BOOK 1457 PAGE 1953 REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ROW DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599218.33; EAST 1789838.17; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 262.03 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 36.40 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 491.08 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 10.34 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 23.90 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 27.18 FEET TO A POINT ON A LINE; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 7.50 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 10° 17' 06" HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 61.93 FEET; AND WHOSE LONG CHORD BEARS S 03° 32' 37" W FOR A DISTANCE OF 61.85 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 60° 26' 03" W FOR A DISTANCE OF 68.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05° 16' 39"; HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 37.30 FEET AND WHOSE LONG CHORD BEARS N 06° 02' 51" E FOR A DISTANCE OF 37.29 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 25.91 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 27.13 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 258.07 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 3.41 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 42.57 FEET TO A POINT ON A LINE; THENCE, N 43° 33' 48" W FOR A DISTANCE OF 22.05 FEET TO A POINT ON A LINE; THENCE, N 81° 02' 17" W FOR A DISTANCE OF 37.55 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 00° 59' 00"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 6.26 FEET AND WHOSE LONG CHORD BEARS N 80° 32' 47" W FOR A DISTANCE OF 6.26 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 24° 11' 27"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 154.11 FEET AND WHOSE LONG CHORD BEARS N 67° 57' 34" W FOR A DISTANCE OF 152.96 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 15° 02' 34"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 95.83 FEET AND WHOSE LONG CHORD BEARS N 48° 20' 33" W FOR A DISTANCE OF 95.55 FEET; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 118.48 FEET TO A POINT ON A LINE; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 41.12 FEET TO A POINT ON A LINE; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 70.79 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 27° 39' 40"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 147.25 FEET AND WHOSE LONG CHORD BEARS N 54° 39' 06" W FOR A DISTANCE OF 145.82 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 27° 31' 02" E FOR A DISTANCE OF 60.28 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 26° 40' 20"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 169.91 FEET AND WHOSE LONG CHORD BEARS S 54° 09' 26" E FOR A DISTANCE OF 168.38 FEET; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 50.74 FEET TO A POINT ON A LINE; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 41.12 FEET TO A POINT ON A LINE; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 138.53 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 24° 04' 30"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 128.16 FEET AND WHOSE LONG CHORD BEARS S 52° 51' 31" E FOR A DISTANCE OF 127.22 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 12° 46' 31"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 68.01 FEET AND WHOSE LONG CHORD BEARS S 71° 17' 02" E FOR A DISTANCE OF 67.86 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03° 22' 00"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 17.92 FEET AND WHOSE LONG CHORD BEARS S 79° 21' 17" E FOR A DISTANCE OF 17.92 FEET; THENCE, S 81° 02' 17" E FOR A DISTANCE OF 37.14 FEET TO A POINT ON A LINE; THENCE, N 61° 08' 29" E FOR A DISTANCE OF 22.15 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 136.44 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 36.16 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 264.52 FEET TO A POINT ON A LINE; THENCE S 60° 31' 19" E A DISTANCE OF 64.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 96133 SQUARE FEET OR 2.207 ACRE, LESS MORE OR. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599249.91; EAST 1789782.30; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 264.52 FEET; THENCE, N 63° 28' 38" W FOR A DISTANCE OF 53.34 FEET; THENCE, N 46° 57' 53" E FOR A DISTANCE OF 38.91 FEET; THENCE, N 22° 01' 11" E FOR A DISTANCE OF 51.39 FEET; THENCE, N 06° 04' 03" E FOR A DISTANCE OF 50.05 FEET; THENCE, S 07° 50' 17" W FOR A DISTANCE OF 38.21 FEET; THENCE, N 23° 33' 31" E FOR A DISTANCE OF 51.73 FEET; THENCE, N 05° 05' 54" W FOR A DISTANCE OF 21.01 FEET; THENCE S 60° 31' 19" E A DISTANCE OF 7.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 4781 SQUARE FEET OR 0.011 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599211.77; EAST 1789849.77; THENCE, S 09° 26' 22" W FOR A DISTANCE OF 40.14 FEET; THENCE, S 05° 53' 53" W FOR A DISTANCE OF 50.06 FEET; THENCE, S 08° 35' 27" W FOR A DISTANCE OF 50.00 FEET; THENCE, S 04° 22' 57" E FOR A DISTANCE OF 51.33 FEET; THENCE, S 22° 56' 18" E FOR A DISTANCE OF 58.72 FEET; THENCE, S 07° 50' 17" W FOR A DISTANCE OF 38.21 FEET; THENCE, N 61° 11' 16" W FOR A DISTANCE OF 61.14 FEET; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 262.03 FEET; THENCE S 60° 31' 19" E A DISTANCE OF 13.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 6560 SQUARE FEET OR 0.151 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598952.67; EAST 1789736.89; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 136.44 FEET; THENCE, S 61° 08' 29" W FOR A DISTANCE OF 22.15 FEET; THENCE, N 81° 02' 17" W FOR A DISTANCE OF 37.14 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 22' 00"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 17.92 FEET AND WHOSE LONG CHORD BEARS N 79° 21' 17" W FOR A DISTANCE OF 17.92 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 81° 49' 22" E FOR A DISTANCE OF 51.82 FEET; THENCE, N 19° 57' 06" E FOR A DISTANCE OF 32.35 FEET; THENCE, N 00° 04' 09" E FOR A DISTANCE OF 50.57 FEET; THENCE, N 08° 26' 01" W FOR A DISTANCE OF 52.32 FEET; THENCE, N 13° 25' 49" W FOR A DISTANCE OF 36.02 FEET; THENCE S 63° 28' 38" E A DISTANCE OF 53.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3968 SQUARE FEET OR 0.091 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 4 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598923.32; EAST 1789793.10; THENCE, S 61° 07' 45" E FOR A DISTANCE OF 59.59 FEET; THENCE, S 16° 44' 43" W FOR A DISTANCE OF 26.13 FEET; THENCE, S 41° 10' 01" W FOR A DISTANCE OF 59.27 FEET; THENCE, S 11° 03' 21" W FOR A DISTANCE OF 50.04 FEET; THENCE, S 00° 08' 39" E FOR A DISTANCE OF 50.60 FEET; THENCE, S 16° 25' 08" W FOR A DISTANCE OF 50.46 FEET; THENCE, S 06° 00' 19" W FOR A DISTANCE OF 50.05 FEET; THENCE, S 05° 03' 14" W FOR A DISTANCE OF 50.10 FEET; THENCE, S 02° 50' 29" E FOR A DISTANCE OF 51.03 FEET; THENCE, S 19° 13' 00" W FOR A DISTANCE OF 50.86 FEET; THENCE, S 38° 39' 56" W FOR A DISTANCE OF 51.55 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 491.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 12793 SQUARE FEET OR 0.294 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 5 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598754.65; EAST 1789644.67; THENCE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 59' 00"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 6.26 FEET AND WHOSE LONG CHORD BEARS S 80° 32' 47" E FOR A DISTANCE OF 6.26 FEET. THENCE, S 81° 02' 17" E FOR A DISTANCE OF 37.55 FEET; THENCE, S 43° 33' 48" E FOR A DISTANCE OF 22.05 FEET; THENCE, N 08° 41' 10" W FOR A DISTANCE OF 42.57 FEET; THENCE, N 02° 28' 59" W FOR A DISTANCE OF 49.89 FEET; THENCE N 73° 10' 09" W A DISTANCE OF 52.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 369 SQUARE FEET OR 0.009 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 6 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598686.34; EAST 1789696.20; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 258.07 FEET; THENCE, N 64° 28' 15" W FOR A DISTANCE OF 30.83 FEET; THENCE, N 89° 19' 16" E FOR A DISTANCE OF 9.85 FEET; THENCE, N 29° 58' 16" E FOR A DISTANCE OF 53.66 FEET; THENCE, N 05° 38' 33" W FOR A DISTANCE OF 51.61 FEET; THENCE, N 10° 40' 18" E FOR A DISTANCE OF 50.03 FEET; THENCE, N 17° 28' 20" E FOR A DISTANCE OF 50.59 FEET; THENCE N 13° 02' 30" E A DISTANCE OF 47.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 2080 SQUARE FEET OR 0.048 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 7 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598427.65; EAST 1789717.37; THENCE, S 23° 01' 29" E FOR A DISTANCE OF 34.86 FEET; THENCE, N 63° 53' 22" W FOR A DISTANCE OF 19.20 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 23.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 219 SQUARE FEET OR 0.005 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 8 DESCRIPTION:

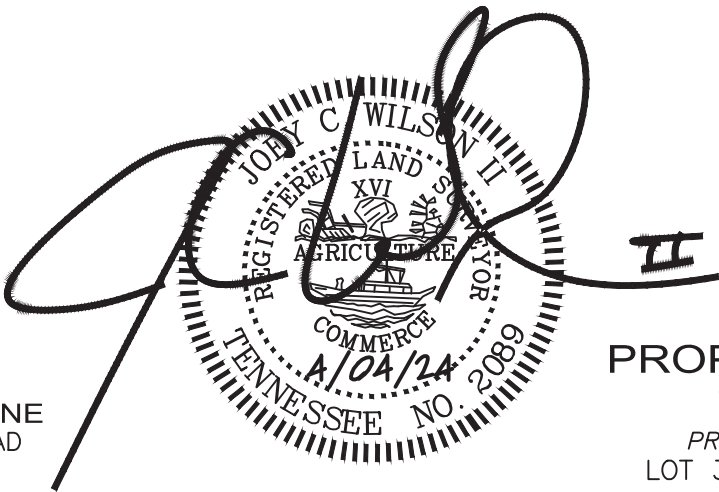
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598344.11; EAST 1789641.05; THENCE, N 04° 47' 51" W FOR A DISTANCE OF 50.48 FEET; THENCE, N 30° 08' 30" W FOR A DISTANCE OF 28.44 FEET; THENCE, S 64° 28' 15" E FOR A DISTANCE OF 33.89 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 25.91 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05° 16' 39"; HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 37.30 FEET AND WHOSE LONG CHORD BEARS S 06° 02' 51" W FOR A DISTANCE OF 37.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 60° 26' 03" W A DISTANCE OF 4.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 812 SQUARE FEET OR 0.019 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 9 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598377.15; EAST 1789709.66; THENCE, S 63° 39' 37" E FOR A DISTANCE OF 29.90 FEET; THENCE, S 12° 29' 24" W FOR A DISTANCE OF 29.53 FEET; THENCE, S 01° 52' 16" W FOR A DISTANCE OF 40.70 FEET; THENCE, N 60° 26' 03" W FOR A DISTANCE OF 27.63 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 10° 17' 06"; HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 61.93 FEET AND WHOSE LONG CHORD BEARS N 03° 32' 37" E FOR A DISTANCE OF 61.85 FEET. THENCE N 08° 41' 10" E A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1814 SQUARE FEET OR 0.042 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
96133 SQ.FT.

PROPERTY LOCATION:
LOT 36 Carothers Road
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PERMANENT SLOPE EASEMENT NO. 10 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599019.62; EAST 1789386.34; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 37.13 FEET; THENCE, S 30° 22' 41" E FOR A DISTANCE OF 45.95 FEET; THENCE, S 27° 43' 54" E FOR A DISTANCE OF 51.33 FEET; THENCE, S 29° 27' 31" E FOR A DISTANCE OF 51.00 FEET; THENCE, S 39° 51' 53" E FOR A DISTANCE OF 45.63 FEET; THENCE, S 60° 14' 43" E FOR A DISTANCE OF 45.17 FEET; THENCE, S 50° 31' 00" E FOR A DISTANCE OF 41.90 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 24° 04' 30"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 128.16 FEET AND WHOSE LONG CHORD BEARS N 52° 51' 31" W FOR A DISTANCE OF 127.22 FEET. THENCE N 40° 49' 16" W A DISTANCE OF 138.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 3362 SQUARE FEET OR 0.077 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 11 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598965.22; EAST 1789354.04; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 118.48 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 15° 02' 34"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 95.83 FEET AND WHOSE LONG CHORD BEARS S 48° 20' 33" E FOR A DISTANCE OF 95.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 14° 55' 55" W FOR A DISTANCE OF 9.01 FEET; THENCE, N 44° 56' 26" W FOR A DISTANCE OF 50.13 FEET; THENCE, N 36° 22' 03" W FOR A DISTANCE OF 45.46 FEET; THENCE, N 43° 15' 14" W FOR A DISTANCE OF 41.10 FEET; THENCE, N 48° 15' 48" W FOR A DISTANCE OF 42.32 FEET; THENCE, N 54° 58' 23" W FOR A DISTANCE OF 33.81 FEET; THENCE N 27° 31' 02" E A DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING

CONTAINING 4631 SQUARE FEET OR 0.106 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 12 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599134.28; EAST 1789161.95; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 27° 39' 40"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 147.25 FEET AND WHOSE LONG CHORD BEARS S 54° 39' 06" E FOR A DISTANCE OF 145.82 FEET. THENCE, S 40° 49' 16" E FOR A DISTANCE OF 70.79 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 39.76 FEET; THENCE, N 14° 55' 55" W FOR A DISTANCE OF 9.01 FEET; THENCE, N 44° 56' 26" W FOR A DISTANCE OF 50.13 FEET; THENCE, N 36° 22' 03" W FOR A DISTANCE OF 45.46 FEET; THENCE, N 43° 15' 14" W FOR A DISTANCE OF 41.10 FEET; THENCE, N 48° 15' 48" W FOR A DISTANCE OF 42.32 FEET; THENCE, N 54° 58' 23" W FOR A DISTANCE OF 33.81 FEET; THENCE N 27° 31' 02" E A DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING

CONTAINING 6597 SQUARE FEET OR 0.151 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT NO. 13 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599205.27; EAST 1789198.93; THENCE, S 78° 05' 39" E FOR A DISTANCE OF 35.46 FEET; THENCE, S 66° 14' 31" E FOR A DISTANCE OF 59.88 FEET; THENCE, S 52° 34' 25" E FOR A DISTANCE OF 60.25 FEET; THENCE, S 39° 02' 47" E FOR A DISTANCE OF 55.17 FEET; THENCE, S 60° 57' 11" E FOR A DISTANCE OF 12.33 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 43.78 FEET; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 50.74 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 26° 40' 20"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 169.91 FEET AND WHOSE LONG CHORD BEARS N 54° 09' 26" W FOR A DISTANCE OF 168.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE N 27° 31' 02" E A DISTANCE OF 19.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 7551 SQUARE FEET OR 0.173 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 1 DESCRIPTION:

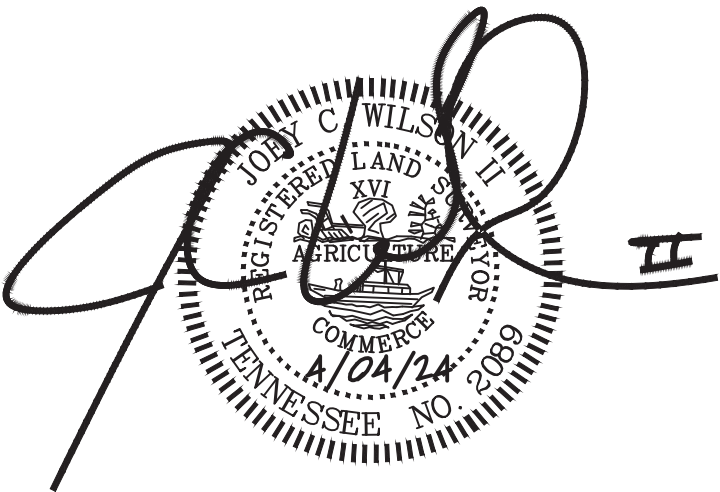
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599253.73; EAST 1789775.53; THENCE, S 05° 05' 54" E FOR A DISTANCE OF 21.01 FEET TO A POINT ON A LINE; THENCE, S 23° 33' 31" W FOR A DISTANCE OF 51.73 FEET TO A POINT ON A LINE; THENCE, S 10° 29' 14" W FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, S 06° 04' 03" W FOR A DISTANCE OF 50.05 FEET TO A POINT ON A LINE; THENCE, S 22° 01' 11" W FOR A DISTANCE OF 51.39 FEET TO A POINT ON A LINE; THENCE, S 46° 57' 53" W FOR A DISTANCE OF 38.91 FEET TO A POINT ON A LINE; THENCE, N 63° 28' 38" W FOR A DISTANCE OF 11.73 FEET TO A POINT ON A LINE; THENCE, S 08° 31' 02" W FOR A DISTANCE OF 36.20 FEET TO A POINT ON A LINE; THENCE, S 63° 28' 38" E FOR A DISTANCE OF 11.36 FEET TO A POINT ON A LINE; THENCE, S 13° 25' 49" E FOR A DISTANCE OF 36.02 FEET TO A POINT ON A LINE; THENCE, S 08° 26' 01" E FOR A DISTANCE OF 52.32 FEET TO A POINT ON A LINE; THENCE, S 00° 04' 09" W FOR A DISTANCE OF 50.57 FEET TO A POINT ON A LINE; THENCE, S 19° 57' 06" W FOR A DISTANCE OF 32.35 FEET TO A POINT ON A LINE; THENCE, N 81° 49' 22" W FOR A DISTANCE OF 51.82 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 12° 46' 31"; HAVING A RADIUS OF 305.00 FEET, A DISTANCE OF 68.01 FEET AND WHOSE LONG CHORD BEARS N 71° 17' 02" W FOR A DISTANCE OF 67.86 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 50° 31' 00" W FOR A DISTANCE OF 41.90 FEET TO A POINT ON A LINE; THENCE, N 60° 14' 43" W FOR A DISTANCE OF 45.17 FEET TO A POINT ON A LINE; THENCE, N 39° 51' 53" W FOR A DISTANCE OF 45.63 FEET TO A POINT ON A LINE; THENCE, N 29° 27' 31" W FOR A DISTANCE OF 51.00 FEET TO A POINT ON A LINE; THENCE, N 27° 43' 54" W FOR A DISTANCE OF 51.33 FEET TO A POINT ON A LINE; THENCE, N 30° 22' 41" W FOR A DISTANCE OF 45.95 FEET TO A POINT ON A LINE; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 24.74 FEET TO A POINT ON A LINE; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 41.12 FEET TO A POINT ON A LINE; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 18.09 FEET TO A POINT ON A LINE; THENCE, N 60° 57' 11" W FOR A DISTANCE OF 12.33 FEET TO A POINT ON A LINE; THENCE, N 39° 02' 47" W FOR A DISTANCE OF 55.17 FEET TO A POINT ON A LINE; THENCE, N 52° 34' 25" W FOR A DISTANCE OF 60.25 FEET TO A POINT ON A LINE; THENCE, N 66° 14' 31" W FOR A DISTANCE OF 59.88 FEET TO A POINT ON A LINE; THENCE, N 78° 05' 39" W FOR A DISTANCE OF 35.46 FEET TO A POINT ON A LINE; THENCE, N 27° 31' 02" E FOR A DISTANCE OF 10.38 FEET TO A POINT ON A LINE; THENCE, S 78° 05' 39" E FOR A DISTANCE OF 33.71 FEET TO A POINT ON A LINE; THENCE, S 66° 14' 31" E FOR A DISTANCE OF 62.12 FEET TO A POINT ON A LINE; THENCE, S 52° 34' 25" E FOR A DISTANCE OF 62.63 FEET TO A POINT ON A LINE; THENCE, S 39° 02' 47" E FOR A DISTANCE OF 55.15 FEET TO A POINT ON A LINE; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 22.53 FEET TO A POINT ON A LINE; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 62.21 FEET TO A POINT ON A LINE; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 26.04 FEET TO A POINT ON A LINE; THENCE, S 30° 22' 41" E FOR A DISTANCE OF 40.28 FEET TO A POINT ON A LINE; THENCE, S 27° 43' 54" E FOR A DISTANCE OF 51.41 FEET TO A POINT ON A LINE; THENCE, S 29° 27' 31" E FOR A DISTANCE OF 49.94 FEET TO A POINT ON A LINE; THENCE, S 39° 51' 53" E FOR A DISTANCE OF 42.92 FEET TO A POINT ON A LINE; THENCE, S 60° 14' 43" E FOR A DISTANCE OF 44.22 FEET TO A POINT ON A LINE; THENCE, S 50° 31' 00" E FOR A DISTANCE OF 45.05 FEET TO A POINT ON A LINE; THENCE, S 68° 41' 08" E FOR A DISTANCE OF 42.96 FEET TO A POINT ON A LINE; THENCE, S 81° 49' 22" E FOR A DISTANCE OF 61.41 FEET TO A POINT ON A LINE; THENCE, N 19° 57' 06" E FOR A DISTANCE OF 22.47 FEET TO A POINT ON A LINE; THENCE, N 00° 04' 09" E FOR A DISTANCE OF 48.07 FEET TO A POINT ON A LINE; THENCE, N 08° 26' 01" W FOR A DISTANCE OF 50.82 FEET TO A POINT ON A LINE; THENCE, N 17° 02' 27" W FOR A DISTANCE OF 39.96 FEET TO A POINT ON A LINE; THENCE, N 63° 28' 38" W FOR A DISTANCE OF 2.82 FEET TO A POINT ON A LINE; THENCE, N 08° 31' 02" E FOR A DISTANCE OF 46.71 FEET TO A POINT ON A LINE; THENCE, S 63° 28' 38" E FOR A DISTANCE OF 9.53 FEET TO A POINT ON A LINE; THENCE, N 47° 21' 00" E FOR A DISTANCE OF 35.21 FEET TO A POINT ON A LINE; THENCE, N 22° 01' 11" E FOR A DISTANCE OF 47.74 FEET TO A POINT ON A LINE; THENCE, N 06° 04' 03" E FOR A DISTANCE OF 49.04 FEET TO A POINT ON A LINE; THENCE, N 10° 29' 14" E FOR A DISTANCE OF 51.56 FEET TO A POINT ON A LINE; THENCE, N 23° 33' 31" E FOR A DISTANCE OF 50.32 FEET TO A POINT ON A LINE; THENCE, N 05° 05' 54" W FOR A DISTANCE OF 25.35 FEET TO A POINT ON A LINE; THENCE S 60° 31' 19" E A DISTANCE OF 12.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 11615 SQUARE FEET OR 0.267 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599198.15; EAST 1789873.86; THENCE, S 09° 26' 22" W FOR A DISTANCE OF 29.85 FEET TO A POINT ON A LINE; THENCE, S 05° 53' 53" W FOR A DISTANCE OF 49.87 FEET TO A POINT ON A LINE; THENCE, S 08° 35' 27" W FOR A DISTANCE OF 47.65 FEET TO A POINT ON A LINE; THENCE, S 04° 22' 57" E FOR A DISTANCE OF 44.13 FEET TO A POINT ON A LINE; THENCE, S 22° 56' 18" E FOR A DISTANCE OF 61.63 FEET TO A POINT ON A LINE; THENCE, S 07° 50' 17" W FOR A DISTANCE OF 45.82 FEET TO A POINT ON A LINE; THENCE, S 08° 47' 25" W FOR A DISTANCE OF 12.94 FEET TO A POINT ON A LINE; THENCE, S 52° 29' 10" W FOR A DISTANCE OF 0.33 FEET TO A POINT ON A LINE; THENCE, S 17° 23' 27" E FOR A DISTANCE OF 2.25 FEET TO A POINT ON A LINE; THENCE, S 12° 24' 03" W FOR A DISTANCE OF 12.56 FEET TO A POINT ON A LINE; THENCE, S 16° 44' 46" W FOR A DISTANCE OF 43.64 FEET TO A POINT ON A LINE; THENCE, S 41° 10' 01" W FOR A DISTANCE OF 57.90 FEET TO A POINT ON A LINE; THENCE, S 11° 03' 21" W FOR A DISTANCE OF 40.50 FEET TO A POINT ON A LINE; THENCE, S 00° 08' 39" E FOR A DISTANCE OF 51.83 FEET TO A POINT ON A LINE; THENCE, S 16° 25' 08" W FOR A DISTANCE OF 51.87 FEET TO A POINT ON A LINE; THENCE, S 06° 00' 19" W FOR A DISTANCE OF 47.47 FEET TO A POINT ON A LINE; THENCE, S 05° 03' 14" W FOR A DISTANCE OF 48.09 FEET TO A POINT ON A LINE; THENCE, S 02° 50' 29" E FOR A DISTANCE OF 54.30 FEET TO A POINT ON A LINE; THENCE, S 19° 13' 00" W FOR A DISTANCE OF 57.64 FEET TO A POINT ON A LINE; THENCE, N 70° 47' 00" W FOR A DISTANCE OF 16.00 FEET TO A POINT ON A LINE; THENCE, S 38° 39' 56" W FOR A DISTANCE OF 53.46 FEET TO A POINT ON A LINE; THENCE, S 23° 01' 29" E FOR A DISTANCE OF 38.67 FEET TO A POINT ON A LINE; THENCE, S 63° 53' 22" E FOR A DISTANCE OF 7.30 FEET TO A POINT ON A LINE; THENCE, S 08° 54' 18" W FOR A DISTANCE OF 37.78 FEET TO A POINT ON A LINE; THENCE, S 06° 35' 54" W FOR A DISTANCE OF 20.79 FEET TO A POINT ON A LINE; THENCE, S 88° 07' 44" E FOR A DISTANCE OF 16.00 FEET TO A POINT ON A LINE; THENCE, S 01° 52' 16" W FOR A DISTANCE OF 44.54 FEET TO A POINT ON A LINE; THENCE, S 09° 41' 27" W FOR A DISTANCE OF 9.20 FEET TO A POINT ON A LINE; THENCE, N 60° 26' 03" W FOR A DISTANCE OF 27.95 FEET TO A POINT ON A LINE; THENCE, N 01° 52' 16" E FOR A DISTANCE OF 40.70 FEET TO A POINT ON A LINE; THENCE, N 12° 29' 24" E FOR A DISTANCE OF 29.53 FEET TO A POINT ON A LINE; THENCE, S 63° 39' 37" E FOR A DISTANCE OF 2.36 FEET TO A POINT ON A LINE; THENCE, N 08° 54' 18" E FOR A DISTANCE OF 27.29 FEET TO A POINT ON A LINE; THENCE, N 63° 53' 22" W FOR A DISTANCE OF 13.12 FEET TO A POINT ON A LINE; THENCE, N 23° 01' 29" W FOR A DISTANCE OF 34.86 FEET TO A POINT ON A LINE; THENCE, N 08° 41' 10" E FOR A DISTANCE OF 10.34 FEET TO A POINT ON A LINE; THENCE, N 38° 39' 56" E FOR A DISTANCE OF 51.55 FEET TO A POINT ON A LINE; THENCE, N 19° 13' 00" E FOR A DISTANCE OF 50.86 FEET TO A POINT ON A LINE; THENCE, N 02° 50' 29" W FOR A DISTANCE OF 51.03 FEET TO A POINT ON A LINE; THENCE, N 05° 03' 14" E FOR A DISTANCE OF 50.10 FEET TO A POINT ON A LINE; THENCE, N 06° 00' 19" E FOR A DISTANCE OF 50.05 FEET TO A POINT ON A LINE; THENCE, N 16° 25' 08" E FOR A DISTANCE OF 50.46 FEET TO A POINT ON A LINE; THENCE, N 00° 08' 39" W FOR A DISTANCE OF 50.60 FEET TO A POINT ON A LINE; THENCE, N 11° 03' 21" E FOR A DISTANCE OF 50.04 FEET TO A POINT ON A LINE; THENCE, N 41° 10' 01" E FOR A DISTANCE OF 59.27 FEET TO A POINT ON A LINE; THENCE, N 16° 44' 43" E FOR A DISTANCE OF 26.13 FEET TO A POINT ON A LINE; THENCE, S 61° 07' 45" E FOR A DISTANCE OF 6.70 FEET TO A POINT ON A LINE; THENCE, N 08° 47' 25" E FOR A DISTANCE OF 36.45 FEET TO A POINT ON A LINE; THENCE, N 61° 11' 16" W FOR A DISTANCE OF 5.19 FEET TO A POINT ON A LINE; THENCE, N 07° 50' 17" E FOR A DISTANCE OF 38.21 FEET TO A POINT ON A LINE; THENCE, N 22° 56' 18" W FOR A DISTANCE OF 58.72 FEET TO A POINT ON A LINE; THENCE, N 04° 22' 57" W FOR A DISTANCE OF 51.33 FEET TO A POINT ON A LINE; THENCE, N 08° 35' 27" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 05° 53' 53" E FOR A DISTANCE OF 50.06 FEET TO A POINT ON A LINE; THENCE, N 09° 26' 22" E FOR A DISTANCE OF 40.14 FEET TO A POINT ON A LINE; THENCE S 60° 31' 19" E A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 22235 SQUARE FEET OR 0.510 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
96133 SQ.FT.

PROPERTY LOCATION:
LOT 36 Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275



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

Date: 4/4/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

TEMPORARY CONSTRUCTION EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599120.46; EAST 1789154.75; THENCE, S 54° 58' 23" E FOR A DISTANCE OF 33.81 FEET; THENCE, S 48° 15' 48" E FOR A DISTANCE OF 42.32 FEET; THENCE, S 43° 15' 14" E FOR A DISTANCE OF 41.10 FEET; THENCE, S 36° 22' 03" E FOR A DISTANCE OF 45.46 FEET; THENCE, S 44° 56' 26" E FOR A DISTANCE OF 50.13 FEET; THENCE, S 14° 55' 55" E FOR A DISTANCE OF 9.01 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 17.99 FEET; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 41.12 FEET; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 20.22 FEET; THENCE, S 85° 07' 22" E FOR A DISTANCE OF 2.06 FEET; THENCE, S 43° 39' 12" E FOR A DISTANCE OF 50.06 FEET; THENCE, S 54° 53' 34" E FOR A DISTANCE OF 51.55 FEET; THENCE, S 44° 11' 24" E FOR A DISTANCE OF 56.55 FEET; THENCE, S 73° 57' 46" E FOR A DISTANCE OF 51.82 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 11' 27"; HAVING A RADIUS OF 365.00 FEET, A DISTANCE OF 154.11 FEET AND WHOSE LONG CHORD BEARS S 67° 57' 34" E FOR A DISTANCE OF 152.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 73° 10' 09" E FOR A DISTANCE OF 52.11 FEET; THENCE, S 02° 28' 59" E FOR A DISTANCE OF 49.89 FEET; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 3.41 FEET; THENCE, S 13° 02' 30" W FOR A DISTANCE OF 47.68 FEET; THENCE, S 17° 28' 20" W FOR A DISTANCE OF 50.59 FEET; THENCE, S 10° 40' 18" W FOR A DISTANCE OF 50.03 FEET; THENCE, S 05° 38' 33" E FOR A DISTANCE OF 51.61 FEET; THENCE, S 29° 58' 16" W FOR A DISTANCE OF 53.66 FEET; THENCE, S 89° 19' 16" W FOR A DISTANCE OF 9.85 FEET; THENCE, N 64° 28' 15" W FOR A DISTANCE OF 14.58 FEET; THENCE, S 08° 14' 50" W FOR A DISTANCE OF 27.19 FEET; THENCE, S 64° 28' 15" E FOR A DISTANCE OF 11.30 FEET; THENCE, S 30° 08' 30" E FOR A DISTANCE OF 28.44 FEET; THENCE, S 04° 47' 51" E FOR A DISTANCE OF 50.48 FEET; THENCE, N 60° 26' 03" W FOR A DISTANCE OF 12.11 FEET; THENCE, N 04° 47' 51" W FOR A DISTANCE OF 41.40 FEET; THENCE, N 30° 08' 30" W FOR A DISTANCE OF 31.69 FEET; THENCE, N 62° 36' 49" W FOR A DISTANCE OF 4.80 FEET; THENCE, N 08° 14' 50" E FOR A DISTANCE OF 37.67 FEET; THENCE, S 64° 28' 15" E FOR A DISTANCE OF 8.89 FEET; THENCE, N 89° 19' 16" E FOR A DISTANCE OF 13.14 FEET; THENCE, N 29° 58' 16" E FOR A DISTANCE OF 44.75 FEET; THENCE, N 05° 38' 33" W FOR A DISTANCE OF 49.83 FEET; THENCE, N 10° 40' 18" E FOR A DISTANCE OF 52.06 FEET; THENCE, N 17° 28' 20" E FOR A DISTANCE OF 50.80 FEET; THENCE, N 13° 02' 30" E FOR A DISTANCE OF 48.39 FEET; THENCE, N 02° 28' 59" W FOR A DISTANCE OF 42.41 FEET; THENCE, N 73° 10' 09" W FOR A DISTANCE OF 82.83 FEET; THENCE, N 69° 55' 40" W FOR A DISTANCE OF 55.07 FEET; THENCE, N 61° 29' 26" W FOR A DISTANCE OF 53.71 FEET; THENCE, N 73° 57' 46" W FOR A DISTANCE OF 61.29 FEET; THENCE, N 44° 11' 24" W FOR A DISTANCE OF 58.27 FEET; THENCE, N 54° 53' 34" W FOR A DISTANCE OF 51.59 FEET; THENCE, N 43° 39' 12" W FOR A DISTANCE OF 39.79 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 22.34 FEET; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 62.21 FEET; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 22.09 FEET; THENCE, N 44° 56' 26" W FOR A DISTANCE OF 49.77 FEET; THENCE, N 36° 22' 03" W FOR A DISTANCE OF 45.61 FEET; THENCE, N 43° 15' 14" W FOR A DISTANCE OF 40.06 FEET; THENCE, N 48° 15' 48" W FOR A DISTANCE OF 41.29 FEET; THENCE, N 54° 58' 23" W FOR A DISTANCE OF 31.90 FEET; THENCE N 27° 31' 02" E A DISTANCE OF 10.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 10883 SQUARE FEET OR 0.250 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT DRAINAGE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598988.42; EAST 1789742.35; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 36.16 FEET; THENCE, N 63° 28' 38" W FOR A DISTANCE OF 53.59 FEET; THENCE, N 63° 28' 38" W FOR A DISTANCE OF 11.36 FEET; THENCE, N 08° 31' 02" E FOR A DISTANCE OF 36.20 FEET; THENCE, S 63° 28' 38" E FOR A DISTANCE OF 11.73 FEET; THENCE S 63° 28' 38" E A DISTANCE OF 53.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 2238 SQUARE FEET OR 0.051 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT DRAINAGE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598959.30; EAST 1789798.59; THENCE, S 61° 11' 16" E FOR A DISTANCE OF 61.14 FEET; THENCE, S 61° 11' 16" E FOR A DISTANCE OF 5.19 FEET; THENCE, S 08° 47' 25" W FOR A DISTANCE OF 36.45 FEET; THENCE, N 61° 07' 45" W FOR A DISTANCE OF 6.70 FEET; THENCE, N 61° 07' 45" W FOR A DISTANCE OF 59.59 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 36.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 2268 SQUARE FEET OR 0.052 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT DRAINAGE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598431.23; EAST 1789657.22; THENCE, S 08° 41' 10" W FOR A DISTANCE OF 27.13 FEET; THENCE, N 64° 28' 15" W FOR A DISTANCE OF 33.89 FEET; THENCE, N 64° 28' 15" W FOR A DISTANCE OF 11.30 FEET; THENCE, N 08° 14' 50" E FOR A DISTANCE OF 27.19 FEET; THENCE, S 64° 28' 15" E FOR A DISTANCE OF 14.58 FEET; THENCE S 64° 28' 15" E A DISTANCE OF 30.83 FEET TO THE POINT OF BEGINNING

CONTAINING 1176 SQUARE FEET OR 0.027 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT DRAINAGE EASEMENT NO. 4 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598404.02; EAST 1789713.76; THENCE, S 63° 53' 22" E FOR A DISTANCE OF 19.20 FEET; THENCE, S 63° 53' 22" E FOR A DISTANCE OF 13.12 FEET; THENCE, S 08° 54' 18" W FOR A DISTANCE OF 27.29 FEET; THENCE, N 63° 39' 37" W FOR A DISTANCE OF 2.36 FEET; THENCE, N 63° 39' 37" W FOR A DISTANCE OF 29.90 FEET; THENCE N 08° 41' 10" E A DISTANCE OF 27.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 839 SQUARE FEET OR 0.019 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT DRAINAGE EASEMENT NO. 5 DESCRIPTION:

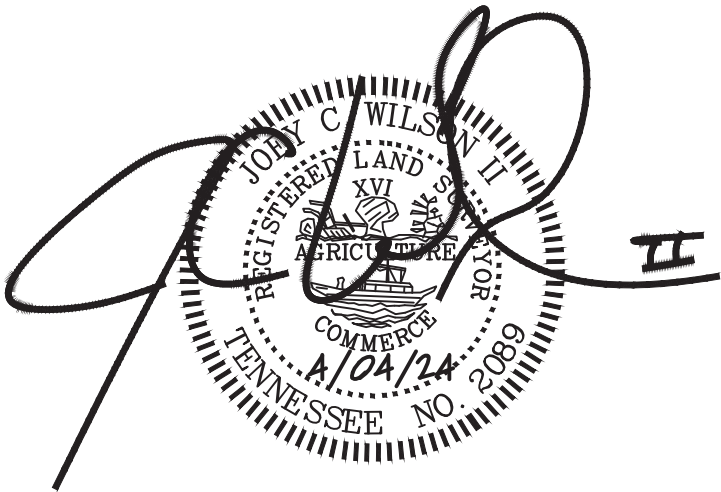
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 599050.73; EAST 1789359.46; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 43.78 FEET; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 18.09 FEET; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 41.12 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 24.74 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 37.13 FEET; THENCE N 40° 49' 16" W A DISTANCE OF 41.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 2413 SQUARE FEET OR 0.055 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT DRAINAGE EASEMENT NO. 6 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598996.34; EAST 1789327.16; THENCE, S 40° 49' 16" E FOR A DISTANCE OF 41.12 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 37.53 FEET; THENCE, S 30° 42' 02" W FOR A DISTANCE OF 20.22 FEET; THENCE, N 40° 49' 16" W FOR A DISTANCE OF 41.12 FEET; THENCE, N 30° 42' 02" E FOR A DISTANCE OF 17.99 FEET; THENCE N 30° 42' 02" E A DISTANCE OF 39.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2252 SQUARE FEET OR 0.052 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W
96133 SQ.FT.
PROPERTY LOCATION:
LOT 36 Carothers Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

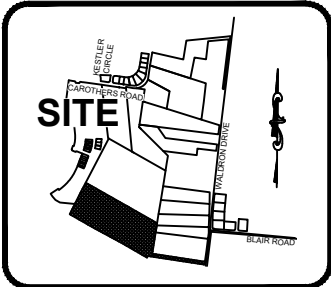
WA PROJECT NO. 21-1724

SHEET 9 OF 9



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

Date: 4/4/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724



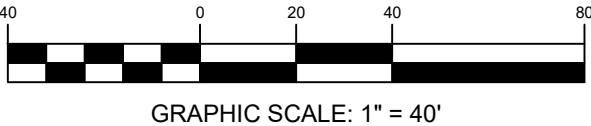
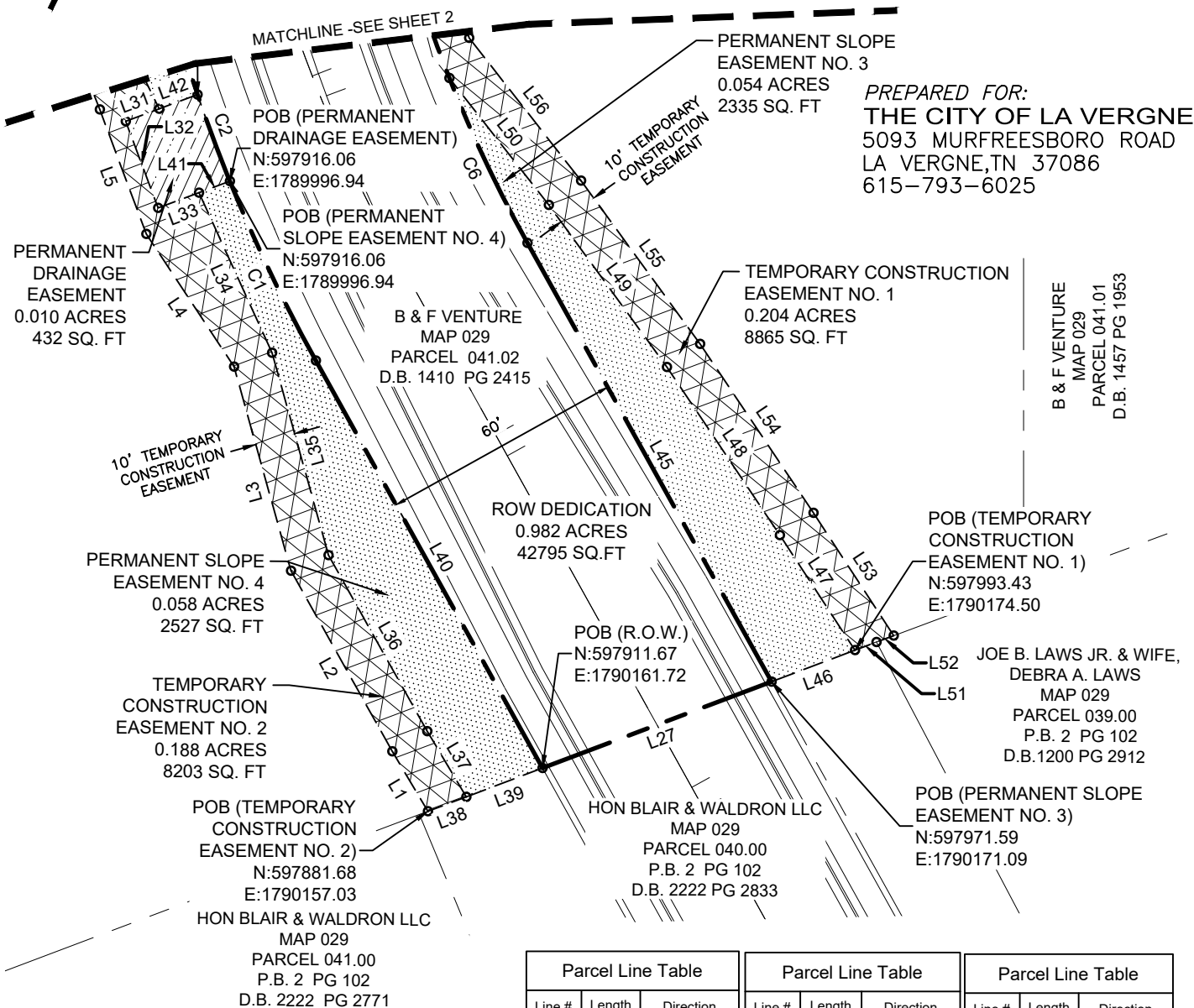
VICINITY MAP
NOT TO SCALE

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS ROW
- EASEMENT CORNER

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



GRAPHIC SCALE: 1" = 40'

Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	17.29'	S88°51'00"W	L35	52.09'	S76°00'25"E	L47	34.06'	N86°26'11"E
L2	51.33'	N89°43'08"W	L36	50.00'	S89°43'08"E	L48	50.18'	N85°41'13"E
L3	52.51'	N76°00'25"W	L37	18.94'	N88°51'00"E	L49	49.71'	N83°28'56"E
L4	39.46'	S86°05'59"W	L38	10.16'	S8°53'07"W	L50	39.98'	N81°29'58"E
L5	32.92'	N80°54'46"W	L39	20.20'	N8°53'07"E	L51	5.70'	S8°53'07"W
L27	60.65'	S8°53'07"W	L40	115.57'	N89°31'01"W	L52	4.54'	S9°07'14"W
L31	8.87'	N9°05'14"E	L41	8.16'	S9°05'14"W	L53	36.35'	N86°26'11"E
L32	22.92'	N80°54'46"W	L42	10.11'	N9°05'14"E	L54	50.43'	N85°41'13"E
L33	10.82'	S9°05'14"W	L45	124.43'	S89°31'01"E	L55	50.08'	N83°28'56"E
L34	43.63'	N84°57'24"W	L46	22.10'	S8°53'07"W	L56	44.96'	N81°29'58"E

PROPOSED R.O.W

42795 SQ.FT.
PROPERTY LOCATION:
0, Carothers Road
Nolensville, TN (Rutherford County)

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	49.36'	405.00'	6° 58' 59"	N86° 01' 32"W	49.33'
C2	22.92'	405.00'	3° 14' 33"	S80° 54' 46"E	22.92'
C6	45.27'	345.00'	7° 31' 07"	S85° 45' 28"E	45.24'

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
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615.794.2275

WA PROJECT NO. 21-1724

SHEET 1 OF 4

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Date: 4/8/2024

Scale: 1" = 40'

Drawn: AS

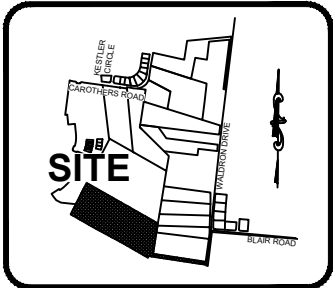
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER

EXHIBIT LOT - 37



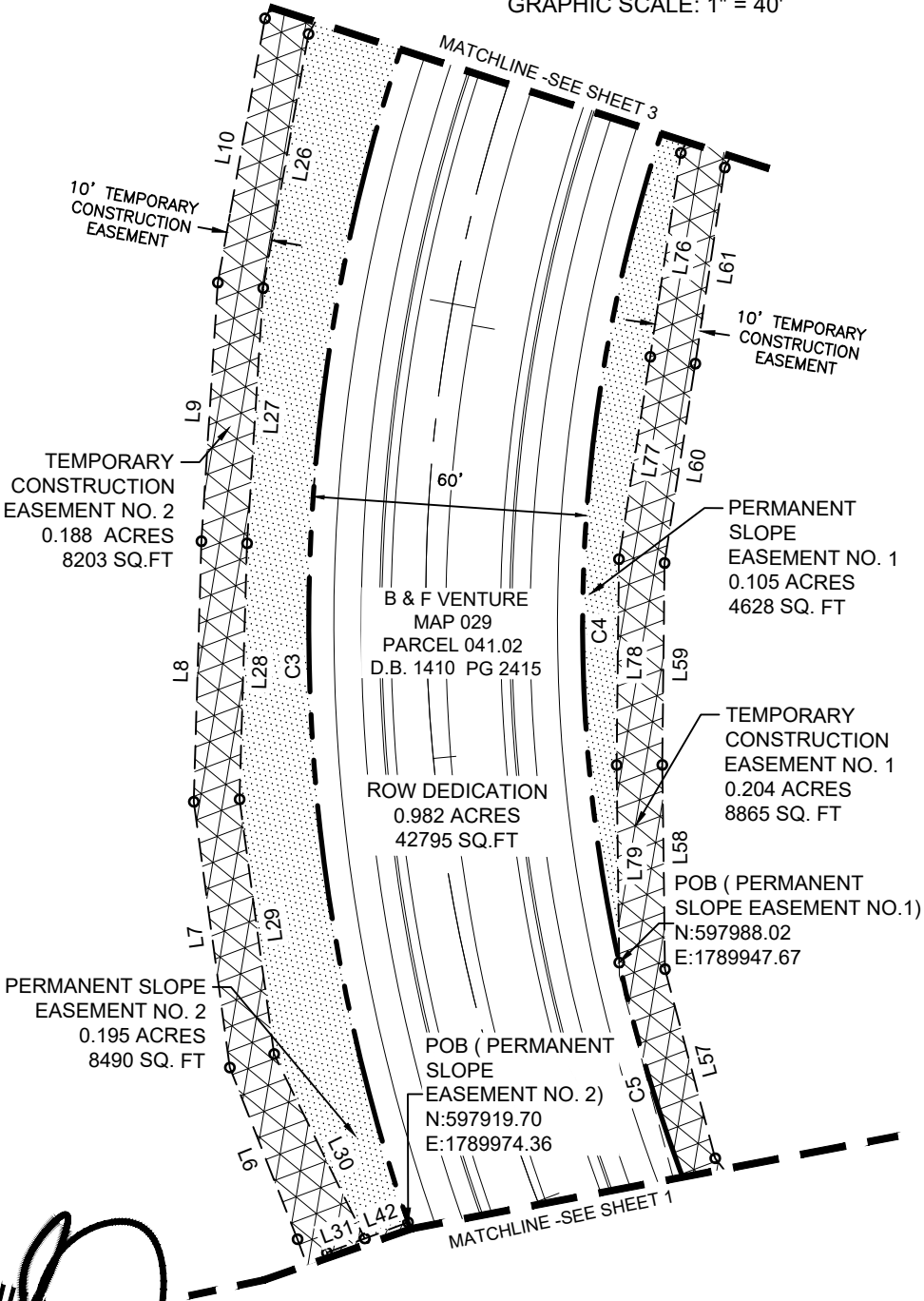
VICINITY MAP
NOT TO SCALE

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	584.57'	405.00'	82° 42' 00"	N37° 56' 29"W	535.13'
C4	428.86'	345.00'	71° 13' 21"	S37° 12' 37"E	401.78'
C5	55.26'	345.00'	9° 10' 37"	S77° 24' 36"E	55.20'

Parcel Line Table		
Line #	Length	Direction
L6	40.43'	N81°56'19"W
L7	58.76'	N68°09'32"W
L8	57.08'	N58°44'49"W
L9	56.78'	N56°48'46"W
L10	58.77'	N50°19'29"W
L26	56.53'	S50°19'29"E
L27	56.04'	S56°48'46"E
L28	56.09'	N58°44'49"W
L29	56.31'	N68°09'32"W
L30	45.02'	N86°37'12"W
L31	8.87'	N9°05'14"E
L42	10.11'	N9°05'14"E
L57	42.87'	S75°18'38"E
L58	44.72'	S61°11'44"E
L59	44.25'	S59°47'23"E
L60	44.17'	S51°39'38"E
L61	43.46'	S51°52'25"E
L76	45.16'	N51°52'25"W
L77	44.86'	N51°39'38"W
L78	45.08'	N59°47'23"W
L79	43.30'	N61°11'44"W



GRAPHIC SCALE: 1" = 40'



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W
42795 SQ.FT.

PROPERTY LOCATION:
0, Carothers Road
Nolensville, TN (Rutherford County)

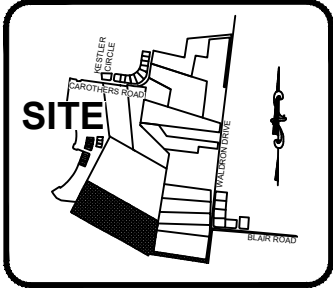
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Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT - 37



VICINITY MAP
NOT TO SCALE

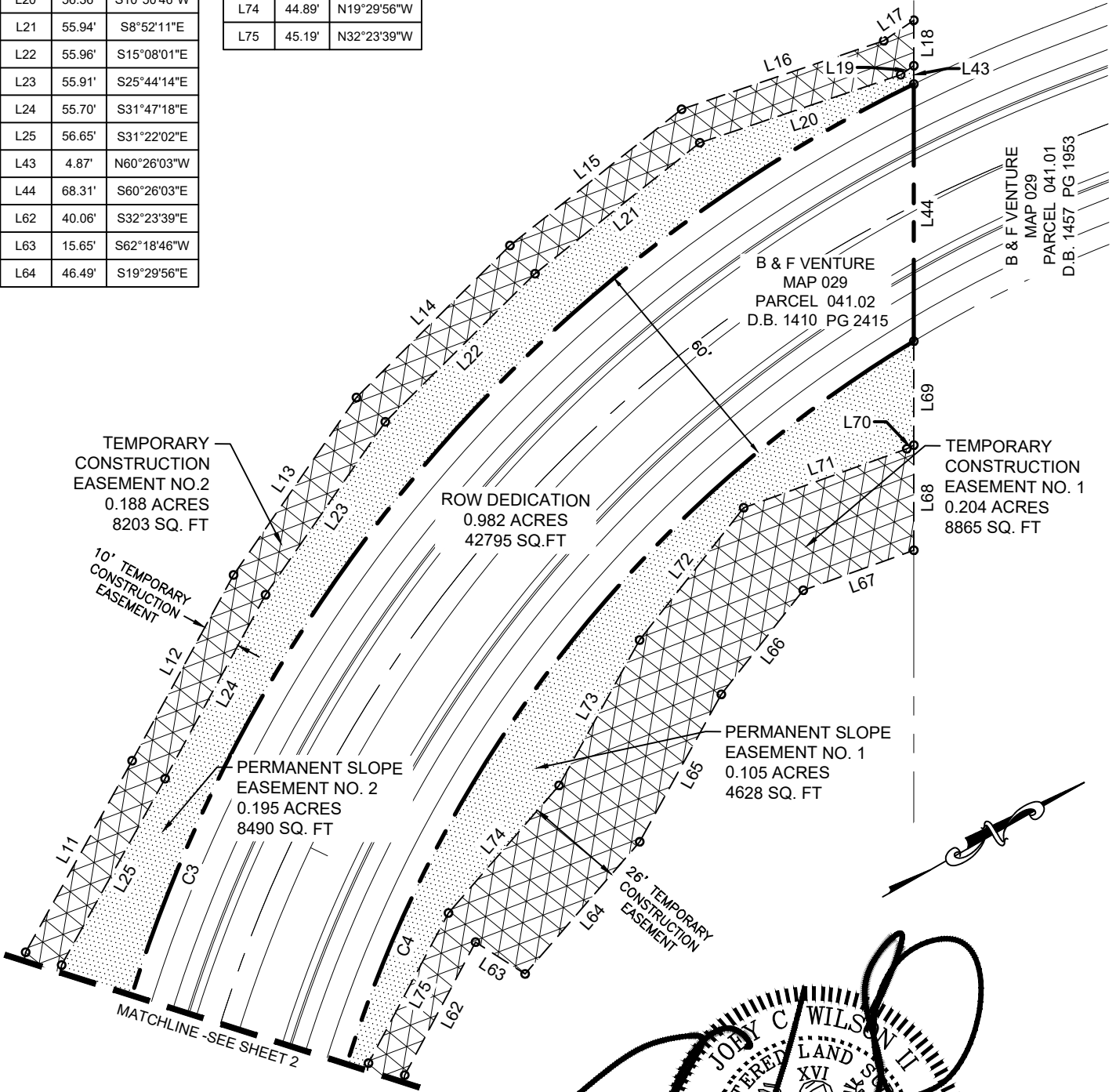
LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table		
Line #	Length	Direction
L11	58.24'	N31°22'01"W
L12	56.23'	N31°47'18"W
L13	57.37'	N25°44'14"W
L14	57.44'	N15°08'01"W
L15	58.22'	N8°52'11"W
L16	56.72'	N10°50'46"E
L17	9.71'	N4°47'51"W
L18	12.11'	S60°26'03"E
L19	4.24'	S4°47'51"E
L20	56.36'	S10°50'46"W
L21	55.94'	S8°52'11"E
L22	55.96'	S15°08'01"E
L23	55.91'	S25°44'14"E
L24	55.70'	S31°47'18"E
L25	56.65'	S31°22'02"E
L43	4.87'	N60°26'03"W
L44	68.31'	S60°26'03"E
L62	40.06'	S32°23'39"E
L63	15.65'	S62°18'46"W
L64	46.49'	S19°29'56"E

Parcel Line Table		
Line #	Length	Direction
L65	44.78'	S31°28'59"E
L66	35.19'	S22°12'15"E
L67	31.25'	S9°41'27"W
L68	27.95'	S60°26'03"E
L69	27.63'	S60°26'03"E
L70	2.10'	N1°52'16"E
L71	46.11'	N9°41'27"E
L72	44.73'	N22°12'15"W
L73	44.16'	N31°28'59"W
L74	44.89'	N19°29'56"W
L75	45.19'	N32°23'39"W



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	584.57'	405.00'	82° 42' 00"	S37° 56' 29"E	535.13'
C4	428.86'	345.00'	71° 13' 21"	S37° 12' 37"E	401.78'



GRAPHIC SCALE: 1" = 40'



108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 3 OF 4



IF YOU DIG TENNESSEE...
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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

PROPOSED R.O.W
42795 SQ.FT.

PROPERTY LOCATION:
0, Carothers Road
Nolensville, TN (Rutherford County)

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE WALDRON ROAD, BEING PART OF THE LAND DEEDED TO B & F VENTURE BY DEED IN DEED BOOK 1410, PAGE 2415, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597911.67; EAST 1790161.72; THENCE, N 89° 31' 01" W FOR A DISTANCE OF 115.57 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 06° 58' 59", HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 49.36 FEET AND WHOSE LONG CHORD BEARS N 86° 01' 32" W FOR A DISTANCE OF 49.33 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 03° 14' 33", HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 22.92 FEET AND WHOSE LONG CHORD BEARS N 80° 54' 46" W FOR A DISTANCE OF 22.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 82° 42' 00", HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 584.57 FEET AND WHOSE LONG CHORD BEARS N 37° 56' 29" W FOR A DISTANCE OF 535.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 60° 26' 03" E FOR A DISTANCE OF 68.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 71° 13' 21", HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 428.86 FEET AND WHOSE LONG CHORD BEARS S 37° 12' 37" E FOR A DISTANCE OF 401.78 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH 09° 10' 37", HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 55.26 FEET AND WHOSE LONG CHORD BEARS S 77° 24' 36" E FOR A DISTANCE OF 55.20 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 07° 31' 07", HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 45.27 FEET AND WHOSE LONG CHORD BEARS S 85° 45' 28" E FOR A DISTANCE OF 45.24 FEET; THENCE, S 89° 31' 01" E FOR A DISTANCE OF 124.43 FEET TO A POINT ON A LINE; THENCE S 08° 53' 07" W A DISTANCE OF 60.65 FEET TO THE POINT OF BEGINNING. CONTAINING 42795 SQUARE FEET OR 0.982 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO.1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597988.02; EAST 1789947.67; THENCE SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 71° 13' 21", HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 428.86 FEET AND WHOSE LONG CHORD BEARS N 37° 12' 37" W FOR A DISTANCE OF 401.78 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 60° 26' 03" E FOR A DISTANCE OF 27.63 FEET TO A POINT ON A LINE; THENCE, S 01° 52' 16" W FOR A DISTANCE OF 2.10 FEET TO A POINT ON A LINE; THENCE, S 09° 41' 27" W FOR A DISTANCE OF 46.11 FEET TO A POINT ON A LINE; THENCE, S 22° 12' 15" E FOR A DISTANCE OF 44.73 FEET TO A POINT ON A LINE; THENCE, S 31° 28' 59" E FOR A DISTANCE OF 44.16 FEET TO A POINT ON A LINE; THENCE, S 19° 29' 56" E FOR A DISTANCE OF 44.89 FEET TO A POINT ON A LINE; THENCE, S 32° 23' 39" E FOR A DISTANCE OF 45.19 FEET TO A POINT ON A LINE; THENCE, S 51° 52' 25" E FOR A DISTANCE OF 45.16 FEET TO A POINT ON A LINE; THENCE, S 51° 39' 38" E FOR A DISTANCE OF 44.86 FEET TO A POINT ON A LINE; THENCE, S 59° 47' 23" E FOR A DISTANCE OF 45.08 FEET TO A POINT ON A LINE; THENCE S 61° 11' 44" E A DISTANCE OF 43.30 FEET TO THE POINT OF BEGINNING. CONTAINING 4628 SQUARE FEET OR 0.105 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597919.70; EAST 1789974.36; THENCE, N 86° 37' 12" W FOR A DISTANCE OF 45.02 FEET; THENCE, N 68° 09' 32" W FOR A DISTANCE OF 56.31 FEET; THENCE, N 58° 44' 49" W FOR A DISTANCE OF 56.09 FEET; THENCE, N 56° 48' 46" W FOR A DISTANCE OF 56.04 FEET; THENCE, N 50° 19' 29" W FOR A DISTANCE OF 56.53 FEET; THENCE, N 31° 22' 02" W FOR A DISTANCE OF 56.65 FEET; THENCE, N 31° 47' 18" W FOR A DISTANCE OF 55.70 FEET; THENCE, N 25° 44' 14" W FOR A DISTANCE OF 55.91 FEET; THENCE, N 15° 08' 01" W FOR A DISTANCE OF 55.96 FEET; THENCE, N 08° 52' 11" W FOR A DISTANCE OF 55.94 FEET; THENCE, N 10° 50' 46" E FOR A DISTANCE OF 56.36 FEET; THENCE, N 04° 47' 51" W FOR A DISTANCE OF 4.24 FEET; THENCE, S 60° 26' 03" E FOR A DISTANCE OF 4.87 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 82° 42' 00", HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 584.57 FEET AND WHOSE LONG CHORD BEARS S 37° 56' 29" E FOR A DISTANCE OF 535.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE S 09° 05' 14" W A DISTANCE OF 10.11 FEET TO THE POINT OF BEGINNING. CONTAINING 8490 SQUARE FEET OR 0.195 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597971.59; EAST 1790171.09;THENCE, N 89° 31' 01" W FOR A DISTANCE OF 124.43 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 07° 31' 07", HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 45.27 FEET AND WHOSE LONG CHORD BEARS N 85° 45' 28" W FOR A DISTANCE OF 45.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N 81° 29' 58" E FOR A DISTANCE OF 39.98 FEET; THENCE, N 83° 28' 56" E FOR A DISTANCE OF 49.71 FEET; THENCE, N 85° 41' 13" E FOR A DISTANCE OF 50.18 FEET; THENCE, N 86° 26' 11" E FOR A DISTANCE OF 34.06 FEET; THENCE S 08° 53' 07" W A DISTANCE OF 22.10 FEET TO THE POINT OF BEGINNING. CONTAINING 2335 SQUARE FEET OR 0.054 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 4 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597916.06; EAST 1789996.94; THENCE SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 06° 58' 59", HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 49.36 FEET AND WHOSE LONG CHORD BEARS S 86° 01' 32" E FOR A DISTANCE OF 49.33 FEET; THENCE, S 89° 31' 01" E FOR A DISTANCE OF 115.57 FEET TO A POINT ON A LINE; THENCE, S 08° 53' 07" W FOR A DISTANCE OF 20.20 FEET TO A POINT ON A LINE; THENCE, S 88° 51' 00" W FOR A DISTANCE OF 18.94 FEET TO A POINT ON A LINE; THENCE, N 89° 43' 08" W FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 76° 00' 25" W FOR A DISTANCE OF 52.09 FEET TO A POINT ON A LINE; THENCE, N 84° 57' 24" W FOR A DISTANCE OF 43.63 FEET TO A POINT ON A LINE; THENCE N 09° 05' 14" E A DISTANCE OF 8.16 FEET TO THE POINT OF BEGINNING. CONTAINING 2527 SQUARE FEET OR 0.058 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO.1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597993.43; EAST 1790174.50; THENCE, S 86° 26' 11" W FOR A DISTANCE OF 34.06 FEET TO A POINT ON A LINE; THENCE, S 85° 41' 13" W FOR A DISTANCE OF 50.18 FEET TO A POINT ON A LINE; THENCE, S 83° 28' 56" W FOR A DISTANCE OF 49.71 FEET TO A POINT ON A LINE; THENCE, S 81° 29' 58" W FOR A DISTANCE OF 39.98 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 09° 10' 37", HAVING A RADIUS OF 345.00 FEET, A DISTANCE OF 55.26 FEET AND WHOSE LONG CHORD BEARS N 77° 24' 36" W FOR A DISTANCE OF 55.20 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 61° 11' 44" W FOR A DISTANCE OF 43.30 FEET TO A POINT ON A LINE; THENCE, N 59° 47' 23" W FOR A DISTANCE OF 45.08 FEET TO A POINT ON A LINE; THENCE, N 51° 39' 38" W FOR A DISTANCE OF 44.86 FEET TO A POINT ON A LINE; THENCE, N 51° 52' 25" W FOR A DISTANCE OF 45.16 FEET TO A POINT ON A LINE; THENCE, N 32° 23' 39" W FOR A DISTANCE OF 45.19 FEET TO A POINT ON A LINE; THENCE, N 19° 29' 56" W FOR A DISTANCE OF 44.89 FEET TO A POINT ON A LINE; THENCE, N 31° 28' 59" W FOR A DISTANCE OF 44.16 FEET TO A POINT ON A LINE; THENCE, N 22° 12' 15" W FOR A DISTANCE OF 44.73 FEET TO A POINT ON A LINE; THENCE, N 09° 41' 27" E FOR A DISTANCE OF 46.11 FEET TO A POINT ON A LINE; THENCE, N 01° 52' 16" E FOR A DISTANCE OF 2.10 FEET TO A POINT ON A LINE; THENCE, S 60° 26' 03" E FOR A DISTANCE OF 27.95 FEET TO A POINT ON A LINE; THENCE, S 09° 41' 27" W FOR A DISTANCE OF 31.25 FEET TO A POINT ON A LINE; THENCE, S 22° 12' 15" E FOR A DISTANCE OF 35.19 FEET TO A POINT ON A LINE; THENCE, S 31° 28' 59" E FOR A DISTANCE OF 44.78 FEET TO A POINT ON A LINE; THENCE, S 19° 29' 56" E FOR A DISTANCE OF 46.49 FEET TO A POINT ON A LINE; THENCE, S 62° 18' 46" W FOR A DISTANCE OF 15.65 FEET TO A POINT ON A LINE; THENCE, S 32° 23' 39" E FOR A DISTANCE OF 40.06 FEET TO A POINT ON A LINE; THENCE, S 51° 52' 25" E FOR A DISTANCE OF 43.46 FEET TO A POINT ON A LINE; THENCE, S 51° 39' 38" E FOR A DISTANCE OF 44.17 FEET TO A POINT ON A LINE;THENCE, S 59° 47' 23" E FOR A DISTANCE OF 44.25 FEET TO A POINT ON A LINE; THENCE, S 61° 11' 44" E FOR A DISTANCE OF 44.72 FEET TO A POINT ON A LINE; THENCE, S 75° 18' 38" E FOR A DISTANCE OF 42.87 FEET TO A POINT ON A LINE; THENCE, N 81° 29' 58" E FOR A DISTANCE OF 44.96 FEET TO A POINT ON A LINE; THENCE, N 83° 28' 56" E FOR A DISTANCE OF 50.08 FEET TO A POINT ON A LINE; THENCE, N 85° 41' 13" E FOR A DISTANCE OF 50.43 FEET TO A POINT ON A LINE; THENCE, N 86° 26' 11" E FOR A DISTANCE OF 36.35 FEET TO A POINT ON A LINE; THENCE, S 09° 07' 14" W FOR A DISTANCE OF 4.54 FEET TO A POINT ON A LINE; THENCE S 08° 53' 07" W A DISTANCE OF 5.70 FEET TO THE POINT OF BEGINNING. CONTAINING 8865 SQUARE FEET OR 0.204 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597881.68; EAST 1790157.03; THENCE, S 88° 51' 00" W FOR A DISTANCE OF 17.29 FEET TO A POINT ON A LINE; THENCE, N 89° 43' 08" W FOR A DISTANCE OF 51.33 FEET TO A POINT ON A LINE; THENCE, N 76° 00' 25" W FOR A DISTANCE OF 52.51 FEET TO A POINT ON A LINE; THENCE, S 86° 05' 59" W FOR A DISTANCE OF 39.46 FEET TO A POINT ON A LINE; THENCE, N 80° 54' 46" W FOR A DISTANCE OF 32.92 FEET TO A POINT ON A LINE; THENCE, N 81° 56' 19" W FOR A DISTANCE OF 40.43 FEET TO A POINT ON A LINE; THENCE, N 68° 09' 32" W FOR A DISTANCE OF 58.76 FEET TO A POINT ON A LINE; THENCE, N 58° 44' 49" W FOR A DISTANCE OF 57.08 FEET TO A POINT ON A LINE; THENCE, N 56° 48' 46" W FOR A DISTANCE OF 56.78 FEET TO A POINT ON A LINE; THENCE, N 50° 19' 29" W FOR A DISTANCE OF 58.77 FEET TO A POINT ON A LINE; THENCE, N 31° 22' 01" W FOR A DISTANCE OF 58.24 FEET TO A POINT ON A LINE; THENCE, N 31° 47' 18" W FOR A DISTANCE OF 56.23 FEET TO A POINT ON A LINE; THENCE, N 25° 44' 14" W FOR A DISTANCE OF 57.37 FEET TO A POINT ON A LINE; THENCE, N 15° 08' 01" W FOR A DISTANCE OF 57.44 FEET TO A POINT ON A LINE; THENCE, N 08° 52' 11" W FOR A DISTANCE OF 58.22 FEET TO A POINT ON A LINE; THENCE, N 10° 50' 46" E FOR A DISTANCE OF 56.72 FEET TO A POINT ON A LINE; THENCE, N 04° 47' 51" W FOR A DISTANCE OF 9.71 FEET TO A POINT ON A LINE; THENCE, S 60° 26' 03" E FOR A DISTANCE OF 12.11 FEET TO A POINT ON A LINE; THENCE, S 04° 47' 51" E FOR A DISTANCE OF 4.24 FEET TO A POINT ON A LINE; THENCE, S 10° 50' 46" W FOR A DISTANCE OF 56.36 FEET TO A POINT ON A LINE; THENCE, S 08° 52' 11" E FOR A DISTANCE OF 55.94 FEET TO A POINT ON A LINE; THENCE, S 15° 08' 01" E FOR A DISTANCE OF 55.96 FEET TO A POINT ON A LINE; THENCE, S 25° 44' 14" E FOR A DISTANCE OF 55.91 FEET TO A POINT ON A LINE; THENCE, S 31° 47' 18" E FOR A DISTANCE OF 55.70 FEET TO A POINT ON A LINE; THENCE, S 31° 22' 02" E FOR A DISTANCE OF 56.65 FEET TO A POINT ON A LINE; THENCE, S 50° 19' 29" E FOR A DISTANCE OF 56.53 FEET TO A POINT ON A LINE; THENCE, S 56° 48' 46" E FOR A DISTANCE OF 56.04 FEET TO A POINT ON A LINE; THENCE, S 58° 44' 49" E FOR A DISTANCE OF 56.09 FEET TO A POINT ON A LINE; THENCE, S 68° 09' 32" E FOR A DISTANCE OF 56.31 FEET TO A POINT ON A LINE; THENCE, S 86° 37' 12" E FOR A DISTANCE OF 45.02 FEET TO A POINT ON A LINE; THENCE, S 09° 05' 14" W FOR A DISTANCE OF 8.87 FEET TO A POINT ON A LINE; THENCE, S 80° 54' 46" E FOR A DISTANCE OF 22.92 FEET TO A POINT ON A LINE; THENCE, N 09° 05' 14" E FOR A DISTANCE OF 10.82 FEET TO A POINT ON A LINE; THENCE, S 84° 57' 24" E FOR A DISTANCE OF 43.63 FEET TO A POINT ON A LINE; THENCE, S 76° 00' 25" E FOR A DISTANCE OF 52.09 FEET TO A POINT ON A LINE; THENCE, S 89° 43' 08" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 88° 51' 00" E FOR A DISTANCE OF 18.94 FEET TO A POINT ON A LINE; THENCE S 08° 53' 07" W A DISTANCE OF 10.16 FEET TO THE POINT OF BEGINNING. CONTAINING 8203 SQUARE FEET OR 0.188 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597916.06; EAST 1789996.94; THENCE, S 09° 05' 14" W FOR A DISTANCE OF 8.16 FEET TO A POINT ON A LINE; THENCE, S 09° 05' 14" W FOR A DISTANCE OF 10.82 FEET TO A POINT ON A LINE; THENCE, N 80° 54' 46" W FOR A DISTANCE OF 22.92 FEET TO A POINT ON A LINE; THENCE, N 09° 05' 14" E FOR A DISTANCE OF 8.87 FEET TO A POINT ON A LINE; THENCE, N 09° 05' 14" E FOR A DISTANCE OF 10.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 03° 14' 33", HAVING A RADIUS OF 405.00 FEET, A DISTANCE OF 22.92 FEET AND WHOSE LONG CHORD BEARS S 80° 54' 46" E FOR A DISTANCE OF 22.92 FEET TO THE POINT OF BEGINNING. CONTAINING 432 SQUARE FEET OR 0.010 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

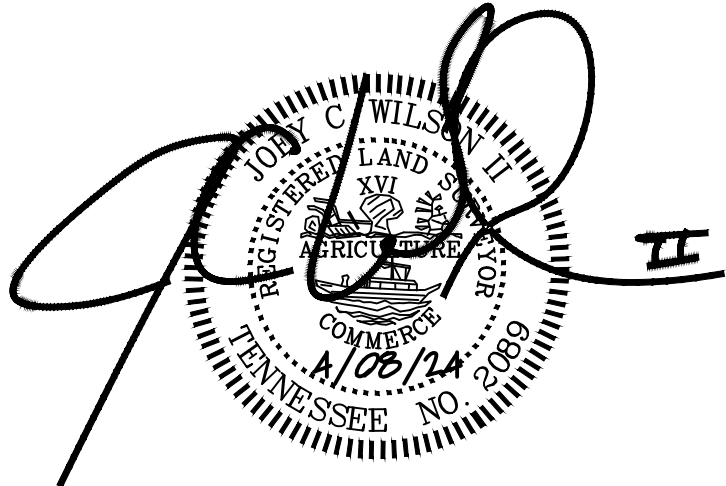
GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE,TN 37086
615-793-6025

PROPOSED R.O.W
42795 SQ.FT.

PROPERTY LOCATION:
0, Carothers Road
Nolensville, TN (Rutherford County)





WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

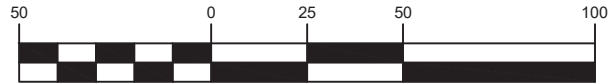


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TENNESSEE ONE CALL
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Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER



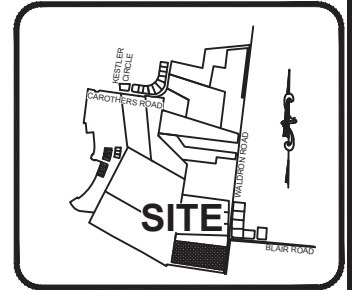
GRAPHIC SCALE: 1" = 50'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

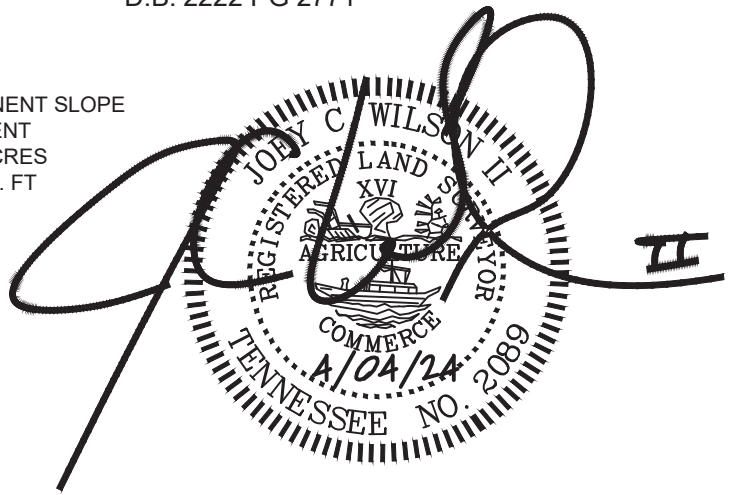
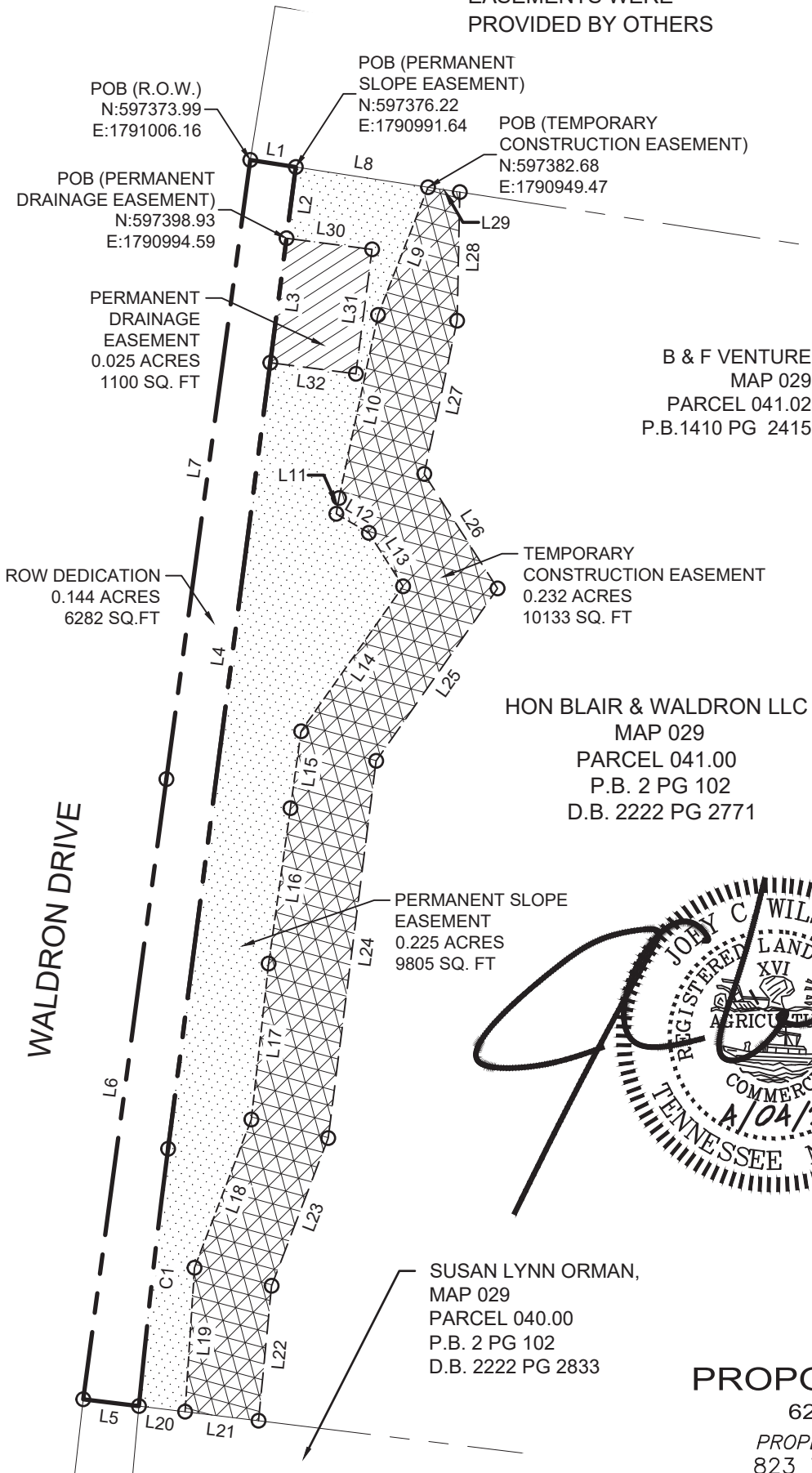
GENERAL NOTES:

1) THIS IS NOT A GENERAL
PROPERTY SURVEY AS
DEFINED UNDER RULE
0820.03-7. PROPOSED
RIGHT OF WAY AND
EASEMENTS WERE
PROVIDED BY OTHERS

EXHIBIT LOT-38



VICINITY MAP
NOT TO SCALE



PROPOSED R.O.W
6282 SQ.FT.

PROPERTY LOCATION:
823 Waldron Road
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/4/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON ROAD AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO HON BLAIR & WALDRON LLC BY DEED BOOK 2222 PAGE 2771 IN PLAT BOOK 2, PAGE 102, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597373.99; EAST 1791006.16; THENCE, N 81° 17' 34" W FOR A DISTANCE OF 14.69 FEET TO A POINT ON A LINE; THENCE, N 07° 24' 48" E FOR A DISTANCE OF 22.90 FEET TO A POINT ON A LINE; THENCE, N 07° 24' 48" E FOR A DISTANCE OF 40.00 FEET TO A POINT ON A LINE; THENCE, N 07° 24' 48" E FOR A DISTANCE OF 252.68 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 01° 55' 21", HAVING A RADIUS OF 2459.50 FEET, A DISTANCE OF 82.53 FEET AND WHOSE LONG CHORD BEARS N 06° 27' 08" E FOR A DISTANCE OF 82.53 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 83° 01' 22" E FOR A DISTANCE OF 17.91 FEET TO A POINT ON A LINE; THENCE, S 07° 38' 11" W FOR A DISTANCE OF 199.39 FEET TO A POINT ON A LINE; THENCE S 07° 43' 02" W A DISTANCE OF 199.18 FEET TO THE POINT OF BEGINNING. CONTAINING 6282 SQUARE FEET OR 0.144 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597376.22; EAST 1790991.64; THENCE, N 81° 17' 34" W FOR A DISTANCE OF 42.66 FEET TO A POINT ON A LINE; THENCE, N 21° 24' 44" E FOR A DISTANCE OF 43.74 FEET TO A POINT ON A LINE; THENCE, N 12° 00' 42" E FOR A DISTANCE OF 59.68 FEET TO A POINT ON A LINE; THENCE, N 09° 56' 25" E FOR A DISTANCE OF 5.08 FEET TO A POINT ON A LINE; THENCE, N 59° 45' 06" W FOR A DISTANCE OF 12.02 FEET TO A POINT ON A LINE; THENCE, N 32° 37' 43" W FOR A DISTANCE OF 20.26 FEET TO A POINT ON A LINE; THENCE, N 35° 09' 34" E FOR A DISTANCE OF 56.49 FEET TO A POINT ON A LINE; THENCE, N 07° 52' 09" E FOR A DISTANCE OF 24.75 FEET TO A POINT ON A LINE; THENCE, N 07° 59' 08" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 06° 20' 05" E FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, N 20° 57' 42" E FOR A DISTANCE OF 50.61 FEET TO A POINT ON A LINE; THENCE, N 03° 45' 19" E FOR A DISTANCE OF 45.98 FEET TO A POINT ON A LINE; THENCE, S 83° 01' 22" E FOR A DISTANCE OF 14.81 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 55' 21", HAVING A RADIUS OF 2459.50 FEET, A DISTANCE OF 82.53 FEET AND WHOSE LONG CHORD BEARS S 06° 27' 08" W FOR A DISTANCE OF 82.53 FEET; THENCE, S 07° 24' 48" W FOR A DISTANCE OF 252.68 FEET TO A POINT ON A LINE; THENCE, N 82° 35' 12" W FOR A DISTANCE OF 27.50 FEET TO A POINT ON A LINE; THENCE, S 07° 24' 48" W FOR A DISTANCE OF 40.00 FEET TO A POINT ON A LINE; THENCE, S 82° 35' 12" E FOR A DISTANCE OF 27.50 FEET TO A POINT ON A LINE; THENCE S 07° 24' 48" W A DISTANCE OF 22.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 9805 SQUARE FEET OR 0.255 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597382.68; EAST 1790949.47; THENCE, N 81° 17' 34" W FOR A DISTANCE OF 10.25 FEET TO A POINT ON A LINE; THENCE, N 01° 13' 26" E FOR A DISTANCE OF 40.99 FEET TO A POINT ON A LINE; THENCE, N 12° 06' 36" E FOR A DISTANCE OF 49.95 FEET TO A POINT ON A LINE; THENCE, N 32° 37' 43" W FOR A DISTANCE OF 43.36 FEET TO A POINT ON A LINE; THENCE, N 35° 09' 34" E FOR A DISTANCE OF 67.22 FEET TO A POINT ON A LINE; THENCE, N 07° 14' 52" E FOR A DISTANCE OF 121.22 FEET TO A POINT ON A LINE; THENCE, N 20° 57' 42" E FOR A DISTANCE OF 50.42 FEET TO A POINT ON A LINE; THENCE, N 05° 31' 26" E FOR A DISTANCE OF 43.17 FEET TO A POINT ON A LINE; THENCE, S 83° 01' 22" E FOR A DISTANCE OF 23.59 FEET TO A POINT ON A LINE; THENCE, S 03° 45' 19" W FOR A DISTANCE OF 45.98 FEET TO A POINT ON A LINE; THENCE, S 20° 57' 42" W FOR A DISTANCE OF 50.61 FEET TO A POINT ON A LINE; THENCE, S 06° 20' 05" W FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, S 07° 59' 08" W FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, S 07° 52' 09" W FOR A DISTANCE OF 24.75 FEET TO A POINT ON A LINE; THENCE, S 35° 09' 34" W FOR A DISTANCE OF 56.49 FEET TO A POINT ON A LINE; THENCE, S 32° 37' 43" E FOR A DISTANCE OF 20.26 FEET TO A POINT ON A LINE; THENCE, S 59° 45' 06" E FOR A DISTANCE OF 12.02 FEET TO A POINT ON A LINE; THENCE, S 09° 56' 25" W FOR A DISTANCE OF 5.08 FEET TO A POINT ON A LINE; THENCE, S 12° 00' 42" W FOR A DISTANCE OF 59.68 FEET TO A POINT ON A LINE; THENCE S 21° 24' 44" W A DISTANCE OF 43.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 10133 SQUARE FEET OR 0.232 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

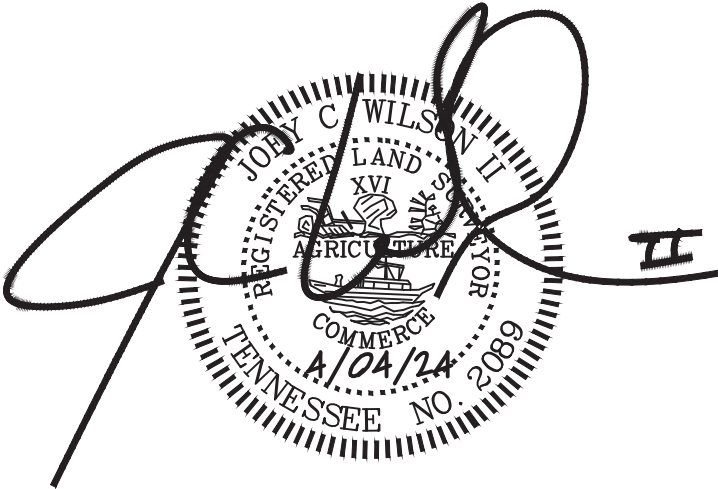
PERMANENT DRAINAGE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597398.93; EAST 1790994.59; THENCE, N 82° 35' 12" W FOR A DISTANCE OF 27.50 FEET TO A POINT ON A LINE; THENCE, N 7° 24' 48" E FOR A DISTANCE OF 40.00 FEET TO A POINT ON A LINE; THENCE, S 82° 35' 12" E FOR A DISTANCE OF 27.50 FEET TO A POINT ON A LINE; THENCE, S 7° 24' 48" W FOR A DISTANCE OF 40.00 FEET POINT OF BEGINNING.

CONTAINING 1100 SQUARE FEET OR 0.025 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024.

Parcel Line Table		
Line #	Length	Direction
L1	14.69'	N81°17'34"W
L2	22.90'	S7°24'48"W
L3	40.00'	S7°24'48"W
L4	252.68'	S7°24'48"W
L5	17.91'	S83°01'22"E
L6	199.39'	S7°38'11"W
L7	199.18'	S7°43'02"W
L8	42.66'	N81°17'34"W
L9	43.74'	N21°24'44"E
L10	59.68'	N12°00'42"E
L11	5.08'	N9°56'25"E
L12	12.02'	N59°45'06"W
L13	20.26'	N32°37'43"W
L14	56.49'	N35°09'34"E
L15	24.75'	N7°52'09"E
L16	50.00'	N7°59'08"E

Parcel Line Table		
Line #	Length	Direction
L17	50.01'	N6°20'05"E
L18	50.61'	N20°57'42"E
L19	45.98'	N3°45'19"E
L20	14.81'	S83°01'22"E
L21	23.59'	S83°01'22"E
L22	43.17'	N5°31'26"E
L23	50.42'	N20°57'42"E
L24	121.22'	N7°14'52"E
L25	67.22'	N35°09'34"E
L26	43.36'	N32°37'43"W
L27	49.95'	N12°06'36"E
L28	40.99'	N1°13'26"E
L29	10.25'	N81°17'34"W
L30	27.50'	N82°35'12"W
L31	40.00'	N7°24'48"E
L32	27.50'	S82°35'12"E



PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
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Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	82.53'	2459.50'	1° 55' 21"	N6° 27' 08"E	82.53'

PROPOSED R.O.W.

6282 SQ.FT.

PROPERTY LOCATION:
823 Waldron Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

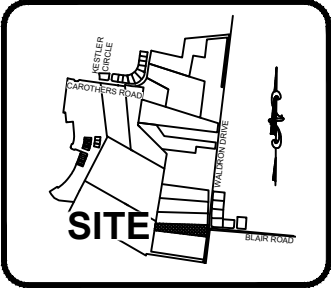


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Date: 4/4/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

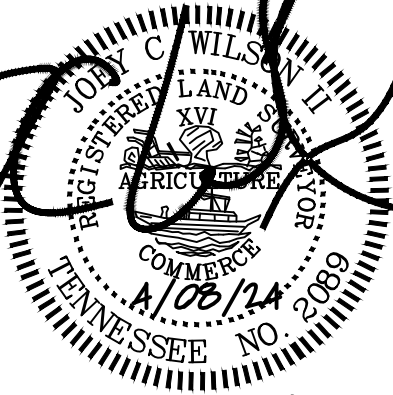
LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



VICINITY MAP
NOT TO SCALE

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



MATCHLINE - SEE SHEET 2

PERMANENT SLOPE
EASEMENT NO. 2
0.255 ACRES
11108.75 SQ. FT

POB (PERMANENT
SLOPE EASEMENT NO. 4)
N:597965.60
E:1790831.49

PERMANENT SLOPE
EASEMENT NO. 4
0.228 ACRES
9947.79 SQ. FT

POB (PERMANENT
DRAINAGE EASEMENT)
N:597965.05
E:1790850.23

PERMANENT
DRAINAGE
EASEMENT
0.006 ACRES
238.09 SQ. FT

HON BLAIR & WALDRON LLC
MAP 029
PARCEL 040.00
P.B 2 PG 102
D.B 2222 PG 2833

TEMPORARY
CONSTRUCTION
EASEMENT NO. 1
0.261 ACRES
11358.14 SQ. FT

ROW DEDICATION
1.339 ACRES
58338.00 SQ. FT

POB (TEMPORARY
CONSTRUCTION EASEMENT NO. 1)
N:597772.97
E:1791026.93

PERMANENT SLOPE
EASEMENT NO. 3
0.057 ACRES
2499.36 SQ. FT

POB (PERMANENT
SLOPE EASEMENT NO. 3)
N:597955.56
E:1791016.80

POB (PERMANENT
SLOPE EASEMENT NO. 2)
N:597879.87
E:1791027.68

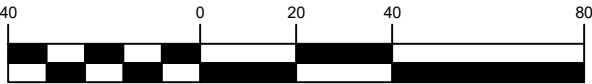
POB (R.O.W.)
N:597768.99
E:1791059.41

POB (PERMANENT SLOPE
EASEMENT NO. 1)
N:597771.17
E:1791041.63

PERMANENT SLOPE
EASEMENT NO. 1
0.029 ACRES
1247.88 SQ. FT

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



GRAPHIC SCALE: 1" = 40'

PROPOSED R.O.W.

58338 SQ.FT.

PROPERTY LOCATION:

0 Waldron Road
La Vergne, TN (Rutherford County)



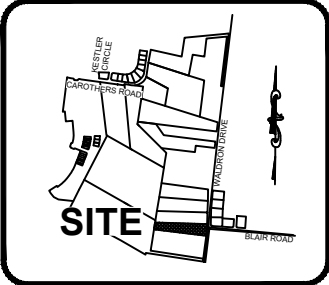
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Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

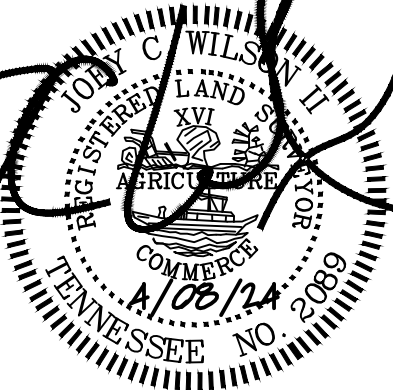
EXHIBIT LOT - 39



VICINITY MAP
NOT TO SCALE

- LEGEND**
- PERMANENT SLOPE LINES
 - - - - - TEMPORARY CONSTRUCTION LIMITS
 - _____ ROW
 - EASEMENT CORNER

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



HON BLAIR &
WALDRON LLC
MAP 029
PARCEL 041.00
P.B 2 PG 102

HON BLAIR & WALDRON LLC
MAP 029
PARCEL 040.00
P.B 2 PG 102
D.B 2222 PG 2833

PERMANENT SLOPE
EASEMENT NO. 2
0.255 ACRES
11108.75 SQ. FT

TEMPORARY
CONSTRUCTION
EASEMENT NO. 1
0.261 ACRES
11358.14 SQ. FT

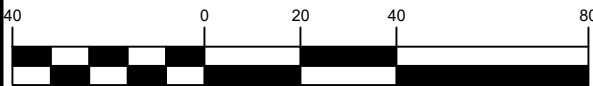
ROW DEDICATION
1.339 ACRES
58338.00 SQ.FT

PERMANENT SLOPE
EASEMENT NO. 4
0.228 ACRES
9947.79 SQ. FT

TEMPORARY
CONSTRUCTION
EASEMENT NO. 2
0.073 ACRES
3182.89 SQ.FT

JOE B. LAWS JR AND WIFE,
DEBRA A. LAWS
MAP 029
PARCEL 039.00
P.B. 2 PG 102
D.B. 1200 PG 2912

POB (TEMPORARY
CONSTRUCTION
EASEMENT NO. 2)
N:597981.95
E:1790717.16



GRAPHIC SCALE: 1" = 40'

MATCHLINE -SEE SHEET 1

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.

58338 SQ.FT.

PROPERTY LOCATION:

0 Waldron Road
La Vergne, TN (Rutherford County)



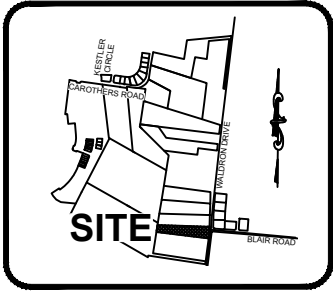
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615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT - 39



VICINITY MAP
NOT TO SCALE

- LEGEND**
- PERMANENT SLOPE LINES
 - TEMPORARY CONSTRUCTION LIMITS
 - ROW
 - EASEMENT CORNER

PREPARED FOR:
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5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

B & F VENTURES
MAP 029
PARCEL 041.02
P.B 2 PG 102
D.B 1410 PG 2415

HON BLAIR &
WALDRON LLC
MAP 029
PARCEL 040.00
P.B 2 PG 102

PERMANENT SLOPE
EASEMENT NO. 4
0.228 ACRES
9947.79 SQ. FT

LAWS JOE B JR ETUX DEBRA A
MAP 029
PARCEL 039.00
P.B 2 PG 102
D.B 1200 PG 2912

ROW DEDICATION
1.339 ACRES
58338.00 SQ.FT

TEMPORARY
CONSTRUCTION
EASEMENT NO. 2
0.073 ACRES
3182.89 SQ.FT

GENERAL NOTES:
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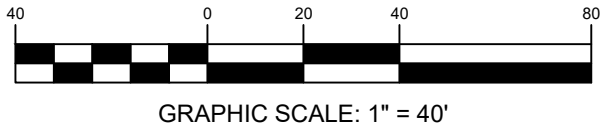
MATCHLINE -SEE SHEET 2

PROPOSED R.O.W.

58338 SQ.FT.

PROPERTY LOCATION:

0 Waldron Road
La Vergne, TN (Rutherford County)





WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
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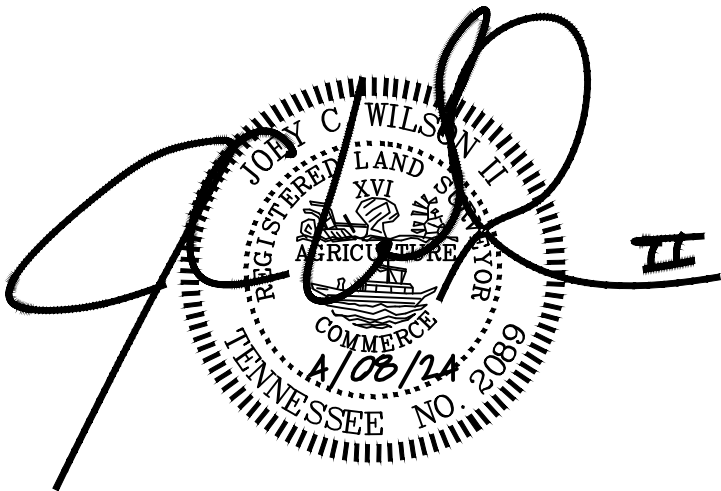
Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT - 39

Line Table			Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	17.91'	N83°01'22"W	L21	46.75'	N87°03'58"W	L41	31.08'	N88°51'00"E	L61	12.68'	S2°10'20"W
L2	15.68'	N43°20'32"W	L22	49.03'	S87°57'07"W	L42	50.14'	S85°11'54"E	L62	22.10'	N8°53'07"E
L3	14.55'	N43°20'32"W	L23	24.98'	N89°45'18"W	L43	50.13'	N86°21'43"E	L63	16.06'	N86°26'11"E
L4	21.76'	N43°20'32"W	L24	24.98'	N87°17'02"W	L44	50.40'	N83°13'51"E	L64	50.30'	S83°13'47"E
L5	66.05'	N86°07'41"W	L25	48.74'	N84°46'32"W	L45	50.20'	N85°21'10"E	L65	50.08'	S86°20'53"E
L6	619.68'	N89°31'01"W	L26	50.62'	S86°54'25"W	L46	50.15'	N86°07'27"E	L66	50.02'	N88°56'52"E
L7	60.65'	N8°53'07"E	L27	52.25'	N77°13'22"W	L47	50.01'	N89°23'37"E	L67	50.01'	N89°39'34"E
L8	610.82'	S89°31'01"E	L28	49.34'	N80°54'35"W	L48	50.00'	S89°46'19"E	L68	50.10'	N86°50'46"E
L9	66.05'	S86°07'41"E	L29	49.32'	S88°43'26"W	L49	50.00'	S88°53'41"E	L69	50.14'	S85°17'37"E
L10	22.10'	N41°53'12"E	L30	50.13'	N88°53'41"W	L50	50.02'	N88°43'26"E	L70	50.00'	S89°49'04"E
L11	41.78'	S88°11'25"E	L31	49.85'	N89°46'19"W	L51	50.59'	S80°46'25"E	L71	50.11'	S85°38'23"E
L12	101.01'	S1°29'12"W	L32	49.65'	S89°23'37"W	L52	51.18'	S77°10'42"E	L72	50.41'	S82°14'36"E
L13	101.35'	S6°23'41"W	L33	49.79'	S86°07'27"W	L53	49.97'	N86°42'46"E	L73	50.03'	N88°34'03"E
L14	14.81'	N83°01'22"W	L34	49.95'	S85°21'10"W	L54	49.23'	S85°05'12"E	L74	27.50'	N76°45'21"E
L15	41.01'	N3°45'19"E	L35	50.49'	S83°13'51"W	L55	49.12'	S89°01'46"E	L75	114.87'	S88°11'25"E
L16	12.50'	N22°48'25"E	L36	51.14'	S86°21'43"W	L56	49.43'	N87°14'28"E	L76	5.70'	N8°53'07"E
L17	44.00'	N4°10'47"E	L37	50.36'	N85°11'54"W	L57	49.90'	S88°29'35"E	L77	542.05'	S88°11'25"E
L18	23.59'	N83°01'22"W	L38	32.33'	S88°51'00"W	L58	41.02'	S83°21'45"E	L78	180.93'	S88°11'25"E
L19	94.30'	N5°31'26"E	L39	10.16'	N8°53'07"E	L59	12.73'	N2°10'20"E			
L20	29.21'	N85°06'03"W	L40	20.20'	N8°53'07"E	L60	18.75'	S88°11'25"E			

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	86.99'	2459.50'	2° 01' 36"	N4° 28' 39"E	86.99'
C2	165.62'	2800.00'	3° 23' 20"	N87° 49' 21"W	165.59'
C3	49.62'	2860.00'	0° 59' 38"	S89° 01' 12"E	49.62'
C4	18.75'	2860.00'	0° 22' 32"	S88° 20' 07"E	18.75'
C5	100.80'	2860.00'	2° 01' 10"	S87° 08' 16"E	100.79'



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.

58338 SQ.FT.

PROPERTY LOCATION:

0 Waldron Road

La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 4 OF 5



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/8/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE WEST SIDE OF WALDRON DRIVE, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON DRIVE AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO HON BLAIR & WALDRON LLC BY DEED BOOK 2222 PAGE 2833 IN PLAT BOOK 2, PAGE 102, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT LOT - 39

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597768.99; EAST 1791059.41; THENCE, N 83° 01' 22" W FOR A DISTANCE OF 17.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 01' 36", HAVING A RADIUS OF 2459.50 FEET, A DISTANCE OF 86.99 FEET AND WHOSE LONG CHORD BEARS N 04° 28' 39" E FOR A DISTANCE OF 86.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 43° 20' 32" W FOR A DISTANCE OF 15.68 FEET TO A POINT ON A LINE; THENCE, N 43° 20' 32" W FOR A DISTANCE OF 14.55 FEET TO A POINT ON A LINE; THENCE, N 43° 20' 32" W FOR A DISTANCE OF 21.76 FEET TO A POINT ON A LINE; THENCE, N 86° 07' 41" W FOR A DISTANCE OF 66.05 FEET TO THE BEGINNING OF A CURVE;SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03° 23' 20", HAVING A RADIUS OF 2800.00 FEET, A DISTANCE OF 165.62 FEET AND WHOSE LONG CHORD BEARS N 87° 49' 21" W FOR A DISTANCE OF 165.59 FEET; THENCE, N 89° 31' 01" W FOR A DISTANCE OF 619.68 FEET TO A POINT ON A LINE; THENCE, N 08° 53' 07" E FOR A DISTANCE OF 60.65 FEET TO A POINT ON A LINE; THENCE, S 89° 31' 01" E FOR A DISTANCE OF 610.82 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 00° 59' 38", HAVING A RADIUS OF 2860.00 FEET, A DISTANCE OF 49.62 FEET AND WHOSE LONG CHORD BEARS S 89° 01' 12" E FOR A DISTANCE OF 49.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 00° 22' 32", HAVING A RADIUS OF 2860.00 FEET, A DISTANCE OF 18.75 FEET AND WHOSE LONG CHORD BEARS S 88° 20' 07" E FOR A DISTANCE OF 18.75 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 01' 10", HAVING A RADIUS OF 2860.00 FEET, A DISTANCE OF 100.80 FEET AND WHOSE LONG CHORD BEARS S 87° 08' 16" E FOR A DISTANCE OF 100.79 FEET; THENCE, S 86° 07' 41" E FOR A DISTANCE OF 66.05 FEET TO A POINT ON A LINE; THENCE, N 41° 53' 12" E FOR A DISTANCE OF 22.10 FEET TO A POINT ON A LINE; THENCE, S 88° 11' 25" E FOR A DISTANCE OF 41.78 FEET TO A POINT ON A LINE; THENCE, S 01° 29' 12" W FOR A DISTANCE OF 101.01 FEET TO A POINT ON A LINE; THENCE S 06° 23' 41" W A DISTANCE OF 101.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 58338 SQUARE FEET OR 1.339 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON 0.006 APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597771.17; EAST 1791041.63; THENCE, N 83° 01' 22" W FOR A DISTANCE OF 14.81 FEET TO A POINT ON A LINE; THENCE, N 03° 45' 19" E FOR A DISTANCE OF 41.01 FEET TO A POINT ON A LINE; THENCE, N 22° 48' 25" E FOR A DISTANCE OF 12.50 FEET TO A POINT ON A LINE; THENCE, N 04° 10' 47" E FOR A DISTANCE OF 44.00 FEET TO A POINT ON A LINE; THENCE, S 43° 20' 32" E FOR A DISTANCE OF 15.68 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 02° 01' 36", HAVING A RADIUS OF 2459.50 FEET, A DISTANCE OF 86.99 FEET AND WHOSE LONG CHORD BEARS S 04° 28' 39" W FOR A DISTANCE OF 86.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 1248 SQUARE FEET OR 0.029 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597879.87; EAST 1791027.68; THENCE, N 83° 21' 45" W FOR A DISTANCE OF 41.02 FEET TO A POINT ON A LINE; THENCE, N 88° 29' 35" W FOR A DISTANCE OF 49.90 FEET TO A POINT ON A LINE; THENCE, S 87° 14' 28" W FOR A DISTANCE OF 49.43 FEET TO A POINT ON A LINE; THENCE, N 89° 01' 46" W FOR A DISTANCE OF 49.12 FEET TO A POINT ON A LINE; THENCE, N 85° 05' 12" W FOR A DISTANCE OF 49.23 FEET TO A POINT ON A LINE; THENCE, S 86° 42' 46" W FOR A DISTANCE OF 49.97 FEET TO A POINT ON A LINE; THENCE, N 77° 10' 42" W FOR A DISTANCE OF 51.18 FEET TO A POINT ON A LINE; THENCE, N 80° 46' 25" W FOR A DISTANCE OF 50.59 FEET TO A POINT ON A LINE; THENCE, S 88° 43' 26" W FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, N 88° 53' 41" W FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 89° 46' 19" W FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, S 89° 23' 37" W FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, S 86° 07' 27" W FOR A DISTANCE OF 50.15 FEET TO A POINT ON A LINE; THENCE, S 85° 21' 10" W FOR A DISTANCE OF 50.20 FEET TO A POINT ON A LINE; THENCE, S 83° 13' 51" W FOR A DISTANCE OF 50.40 FEET TO A POINT ON A LINE; THENCE, S 86° 21' 43" W FOR A DISTANCE OF 50.13 FEET TO A POINT ON A LINE; THENCE, N 85° 11' 54" W FOR A DISTANCE OF 50.14 FEET TO A POINT ON A LINE; THENCE, S 88° 53' 41" W FOR A DISTANCE OF 31.08 FEET TO A POINT ON A LINE; THENCE, N 08° 53' 07" E FOR A DISTANCE OF 20.20 FEET TO A POINT ON A LINE; THENCE, S 89° 31' 01" E FOR A DISTANCE OF 619.68 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 23' 20", HAVING A RADIUS OF 2800.00 FEET, A DISTANCE OF 165.62 FEET AND WHOSE LONG CHORD BEARS S 87° 49' 21" E FOR A DISTANCE OF 165.59 FEET; THENCE, S 86° 07' 41" E FOR A DISTANCE OF 66.05 FEET TO A POINT ON A LINE; THENCE S 43° 20' 32" E A DISTANCE OF 21.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 11109 SQUARE FEET OR 0.255 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 3 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597955.56; EAST 1791016.80; THENCE, N 86° 07' 41" W FOR A DISTANCE OF 66.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 02° 01' 10", HAVING A RADIUS OF 2860.00 FEET, A DISTANCE OF 100.80 FEET AND WHOSE LONG CHORD BEARS N 87° 08' 16" W FOR A DISTANCE OF 100.79 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 02° 10' 20" E FOR A DISTANCE OF 12.68 FEET TO A POINT ON A LINE; THENCE, S 88° 11' 25" E FOR A DISTANCE OF 180.93 FEET TO A POINT ON A LINE; THENCE S 41° 53' 12" W A DISTANCE OF 22.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 2499 SQUARE FEET OR 0.057 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT SLOPE EASEMENT NO. 4 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597965.60; EAST 1790831.49; THENCE SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 59' 38", HAVING A RADIUS OF 2860.00 FEET, A DISTANCE OF 49.62 FEET AND WHOSE LONG CHORD BEARS N 89° 01' 12" W FOR A DISTANCE OF 49.62 FEET; THENCE, N 89° 31' 01" W FOR A DISTANCE OF 610.82 FEET TO A POINT ON A LINE; THENCE, N 08° 53' 07" E FOR A DISTANCE OF 22.10 FEET TO A POINT ON A LINE; THENCE, N 86° 26' 11" E FOR A DISTANCE OF 16.06 FEET TO A POINT ON A LINE; THENCE, S 83° 13' 47" E FOR A DISTANCE OF 50.30 FEET TO A POINT ON A LINE; THENCE, S 86° 20' 53" E FOR A DISTANCE OF 50.08 FEET TO A POINT ON A LINE; THENCE, N 88° 56' 52" E FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, N 89° 39' 34" E FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, N 86° 50' 46" E FOR A DISTANCE OF 50.10 FEET TO A POINT ON A LINE; THENCE, S 85° 17' 37" E FOR A DISTANCE OF 50.14 FEET TO A POINT ON A LINE; THENCE, S 89° 49' 04" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, S 85° 38' 23" E FOR A DISTANCE OF 50.11 FEET TO A POINT ON A LINE; THENCE, S 82° 14' 36" E FOR A DISTANCE OF 50.41 FEET TO A POINT ON A LINE; THENCE, N 88° 34' 03" E FOR A DISTANCE OF 50.03 FEET TO A POINT ON A LINE; THENCE, N 76° 45' 21" E FOR A DISTANCE OF 27.50 FEET TO A POINT ON A LINE; THENCE, S 88° 11' 25" E FOR A DISTANCE OF 114.87 FEET TO A POINT ON A LINE; THENCE S 02° 10' 20" W A DISTANCE OF 12.73 FEET TO THE POINT OF BEGINNING.CONTAINING 9948 SQUARE FEET OR 0.228 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597772.97; EAST 1791026.93; THENCE, N 83° 01' 22" W FOR A DISTANCE OF 23.59 FEET TO A POINT ON A LINE; THENCE, N 05° 31' 26" E FOR A DISTANCE OF 94.30 FEET TO A POINT ON A LINE; THENCE, N 85° 06' 03" W FOR A DISTANCE OF 29.21 FEET TO A POINT ON A LINE; THENCE, N 87° 03' 58" W FOR A DISTANCE OF 46.75 FEET TO A POINT ON A LINE; THENCE, S 87° 57' 07" W FOR A DISTANCE OF 49.03 FEET TO A POINT ON A LINE; THENCE, N 89° 45' 18" W FOR A DISTANCE OF 24.98 FEET TO A POINT ON A LINE; THENCE, N 87° 17' 02" W FOR A DISTANCE OF 24.98 FEET TO A POINT ON A LINE; THENCE, N 84° 46' 32" W FOR A DISTANCE OF 48.74 FEET TO A POINT ON A LINE; THENCE, S 86° 54' 25" W FOR A DISTANCE OF 50.62 FEET TO A POINT ON A LINE; THENCE, N 77° 13' 22" W FOR A DISTANCE OF 52.25 FEET TO A POINT ON A LINE; THENCE, N 80° 54' 35" W FOR A DISTANCE OF 49.34 FEET TO A POINT ON A LINE; THENCE, S 88° 43' 26" W FOR A DISTANCE OF 49.32 FEET TO A POINT ON A LINE; THENCE, N 88° 53' 41" W FOR A DISTANCE OF 50.13 FEET TO A POINT ON A LINE; THENCE, N 89° 46' 19" W FOR A DISTANCE OF 49.85 FEET TO A POINT ON A LINE; THENCE, S 89° 23' 37" W FOR A DISTANCE OF 49.65 FEET TO A POINT ON A LINE; THENCE, S 86° 07' 27" W FOR A DISTANCE OF 49.79 FEET TO A POINT ON A LINE; THENCE, S 85° 21' 10" W FOR A DISTANCE OF 49.95 FEET TO A POINT ON A LINE; THENCE, S 83° 13' 51" W FOR A DISTANCE OF 50.49 FEET TO A POINT ON A LINE; THENCE, S 86° 21' 43" W FOR A DISTANCE OF 51.14 FEET TO A POINT ON A LINE; THENCE, N 85° 11' 54" W FOR A DISTANCE OF 50.36 FEET TO A POINT ON A LINE; THENCE, S 88° 51' 00" W FOR A DISTANCE OF 32.33 FEET TO A POINT ON A LINE; THENCE, N 08° 53' 07" E FOR A DISTANCE OF 10.16 FEET TO A POINT ON A LINE; THENCE, N 88° 51' 00" E FOR A DISTANCE OF 31.08 FEET TO A POINT ON A LINE; THENCE, S 85° 11' 54" E FOR A DISTANCE OF 50.14 FEET TO A POINT ON A LINE; THENCE, N 86° 21' 43" E FOR A DISTANCE OF 50.13 FEET TO A POINT ON A LINE; THENCE, N 83° 13' 51" E FOR A DISTANCE OF 50.40 FEET TO A POINT ON A LINE; THENCE, N 85° 21' 10" E FOR A DISTANCE OF 50.20 FEET TO A POINT ON A LINE; THENCE, N 86° 07' 27" E FOR A DISTANCE OF 50.15 FEET TO A POINT ON A LINE; THENCE, N 89° 23' 37" E FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, S 89° 46' 19" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, S 88° 53' 41" E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 88° 43' 26" E FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, S 80° 46' 25" E FOR A DISTANCE OF 50.59 FEET TO A POINT ON A LINE; THENCE, S 77° 10' 42" E FOR A DISTANCE OF 51.18 FEET TO A POINT ON A LINE; THENCE, N 86° 42' 46" E FOR A DISTANCE OF 49.97 FEET TO A POINT ON A LINE; THENCE, S 85° 05' 12" E FOR A DISTANCE OF 49.23 FEET TO A POINT ON A LINE; THENCE, S 89° 01' 46" E FOR A DISTANCE OF 49.12 FEET TO A POINT ON A LINE; THENCE, N 87° 14' 28" E FOR A DISTANCE OF 49.43 FEET TO A POINT ON A LINE; THENCE, S 88° 29' 35" E FOR A DISTANCE OF 49.90 FEET TO A POINT ON A LINE; THENCE, S 83° 21' 45" E FOR A DISTANCE OF 41.02 FEET TO A POINT ON A LINE; THENCE, S 43° 20' 32" E FOR A DISTANCE OF 14.55 FEET TO A POINT ON A LINE; THENCE, S 04° 10' 47" W FOR A DISTANCE OF 44.00 FEET TO A POINT ON A LINE; THENCE, S 22° 48' 25" W FOR A DISTANCE OF 12.50 FEET TO A POINT ON A LINE; THENCE S 03° 45' 19" W A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11358 SQUARE FEET OR 0.261 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597981.95; EAST 1790717.16; THENCE, S 76° 45' 21" W FOR A DISTANCE OF 27.50 FEET TO A POINT ON A LINE; THENCE, S 88° 34' 03" W FOR A DISTANCE OF 50.03 FEET TO A POINT ON A LINE; THENCE, N 82° 14' 36" W FOR A DISTANCE OF 50.41 FEET TO A POINT ON A LINE; THENCE, N 85° 38' 23" W FOR A DISTANCE OF 50.11 FEET TO A POINT ON A LINE; THENCE, N 89° 49' 04" W FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE; THENCE, N 85° 17' 37" W FOR A DISTANCE OF 50.14 FEET TO A POINT ON A LINE; THENCE, S 86° 50' 46" W FOR A DISTANCE OF 50.10 FEET TO A POINT ON A LINE; THENCE, S 89° 39' 34" W FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, S 88° 56' 52" W FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, N 86° 20' 53" W FOR A DISTANCE OF 50.08 FEET TO A POINT ON A LINE; THENCE, N 83° 13' 47" W FOR A DISTANCE OF 50.30 FEET TO A POINT ON A LINE; THENCE, S 86° 26' 11" W FOR A DISTANCE OF 16.06 FEET TO A POINT ON A LINE; THENCE, N 08° 53' 07" E FOR A DISTANCE OF 5.70 FEET TO A POINT ON A LINE; THENCE S 88° 11' 25" E A DISTANCE OF 542.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 3183 SQUARE FEET OR 0.073 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597965.05; EAST 1790850.23; THENCE SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 00° 22' 32", HAVING A RADIUS OF 2860.00 FEET, A DISTANCE OF 18.75 FEET AND WHOSE LONG CHORD BEARS N 88° 20' 07" W FOR A DISTANCE OF 18.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 02° 10' 20" E FOR A DISTANCE OF 12.73 FEET TO A POINT ON A LINE; THENCE, S 88° 11' 25" E FOR A DISTANCE OF 18.75 FEET TO A POINT ON A LINE; THENCE S 02° 10' 20" W A DISTANCE OF 12.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 238 SQUARE FEET OR 0.006 ACRE, MORE OR LESS. BASED ON A FIELD RUN SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

PROPOSED R.O.W.
58338 SQ.FT.
PROPERTY LOCATION:
0 Waldron Road
La Vergne, TN (Rutherford County)



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GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE,TN 37086
615-793-6025

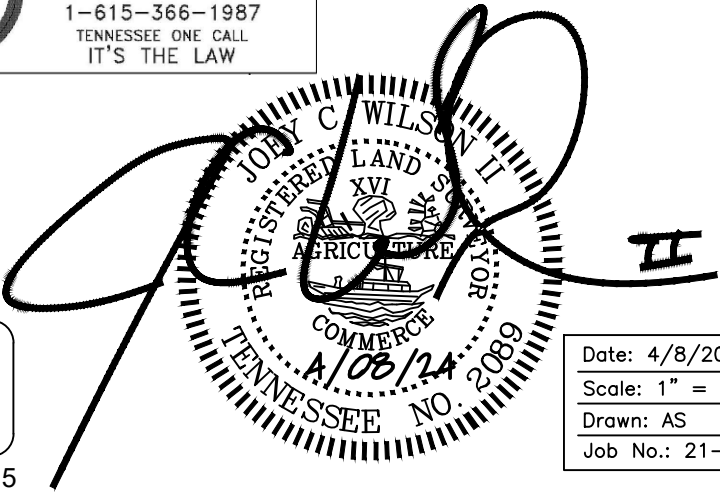


WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 5 OF 5



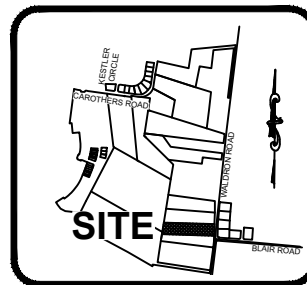
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Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

MATCHLINE -SEE SHEET 2

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

EXHIBIT LOT-40

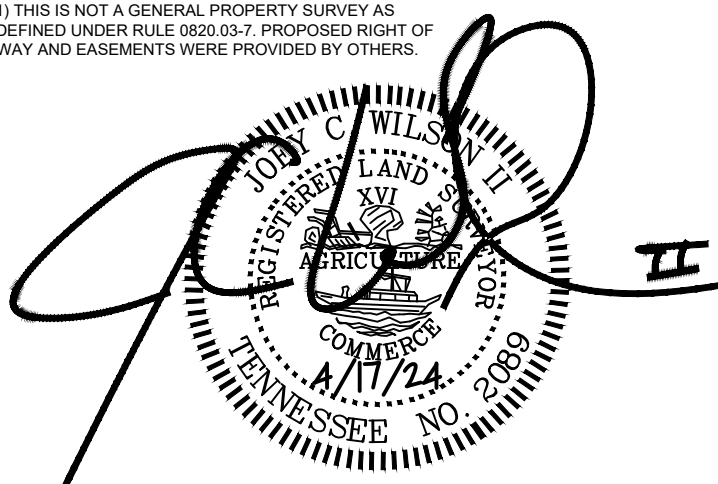


VICINITY MAP
NOT TO SCALE

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



POB (TEMPORARY
CONSTRUCTION
EASEMENT NO.1)
N:597981.95
E:1790717.16

POB
(PERMANENT
DRAINAGE
EASEMENT)
N:597977.73
E:1790850.71

PERMANENT
DRAINAGE
EASEMENT
0.005 ACRES
236 SQ. FT

JOE B. LAWS JR. & WIFE,
DEBRA A. LAWS
MAP 029
PARCEL 039.00
P.B. 2 PG 102
D.B. 1200 PG 2912

WEBB RUBY ET AL TROY
YOUNG & SHANE YOUNG
MAP 029
PARCEL 038.00
P.B. 2 PG 102
D.B. 30 PG 2597

HON BLAIR & WALDRON LLC
MAP 029
PARCEL 040.00
P.B. 2 PG 102
D.B. 2222 PG 2833

TEMPORARY CONSTRUCTION
EASEMENT NO.1
0.186 ACRES
8117 SQ. FT

PERMANENT SLOPE
EASEMENT
0.110 ACRES
4802 SQ. FT

POB (PERMANENT
SLOPE
EASEMENT)
N:597972.01
E:1791031.55

POB (R.O.W.)
N:597970.69
E:1791073.32

ROW DEDICATION
0.104 ACRES
4548 SQ. FT

WALDRON ROAD

BLAIR
ROAD



GRAPHIC SCALE: 1" = 40'

PROPOSED R.O.W
4548 SQ. FT.

PROPERTY LOCATION:
788 Waldron Road
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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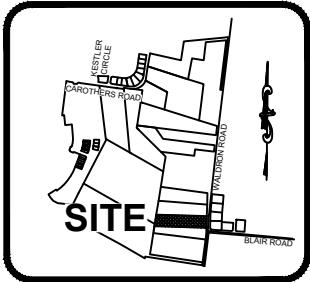
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Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

LEGEND

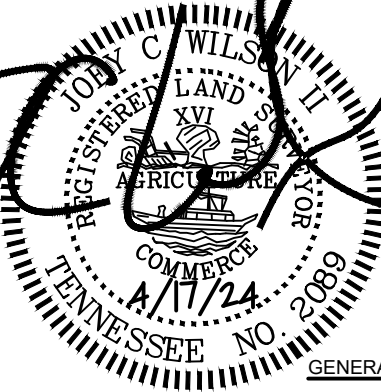
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT-40

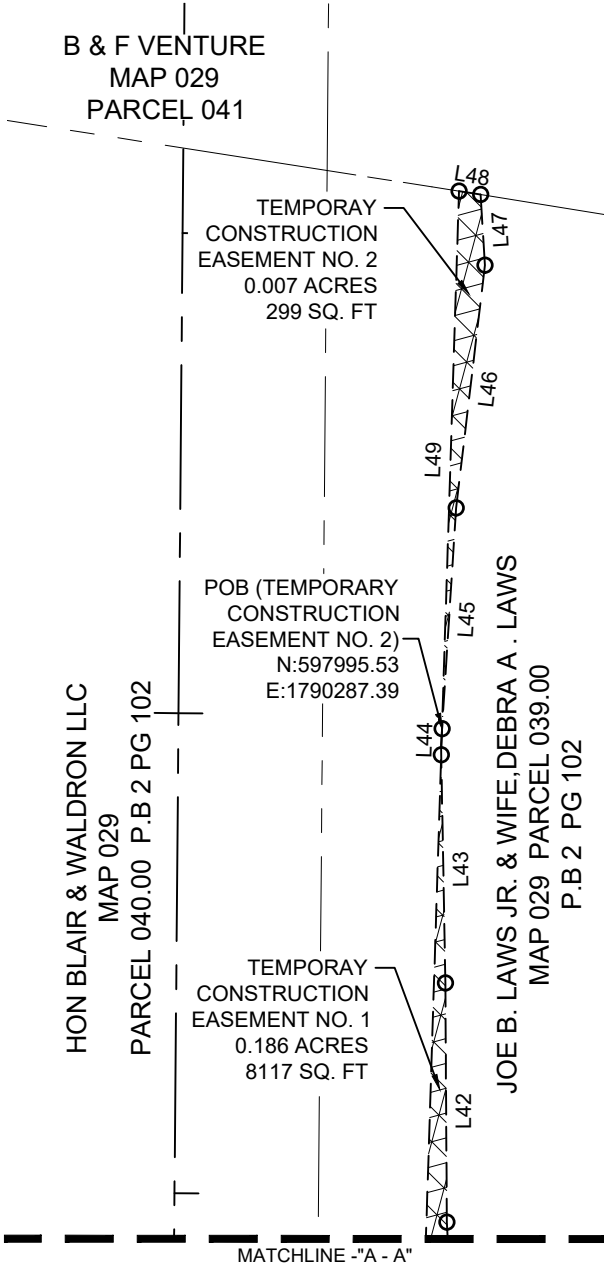
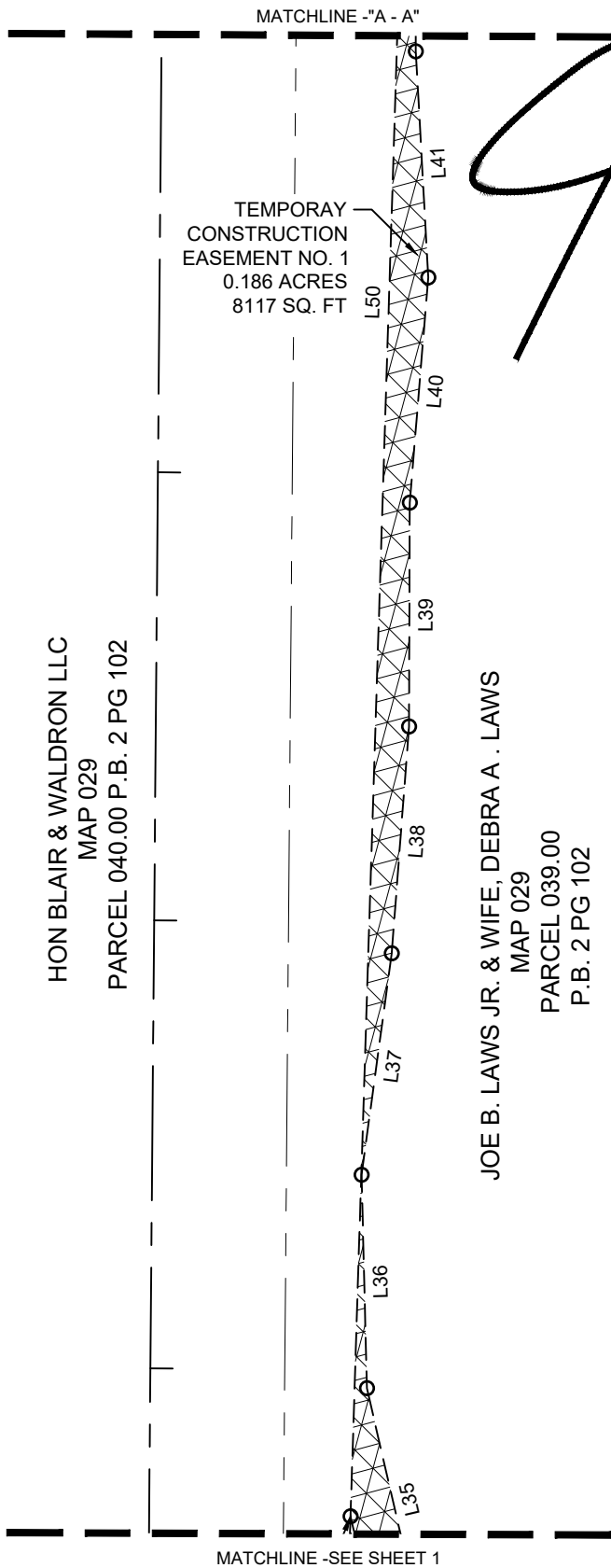


VICINITY MAP
NOT TO SCALE



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



GRAPHIC SCALE: 1" = 40'

PROPOSED R.O.W
4548 SQ.FT.

PROPERTY LOCATION:
788 Waldron Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 3



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Date: 4/17/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE WEST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON DRIVE AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO JOE B. LAWS JR & WIFE, DEBRA A. LAWS BY DEED BOOK 1200 PAGE 2912 IN PLAT BOOK 2, PAGE 102, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597970.69; EAST 1791073.32 THENCE, N 88° 11' 25" W FOR A DISTANCE OF 41.78 FEET TO A POINT ON A LINE; THENCE, N 41° 53' 12" E FOR A DISTANCE OF 32.45 FEET TO A POINT ON A LINE; THENCE, N 01° 09' 48" E FOR A DISTANCE OF 51.48 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 24' 20", HAVING A RADIUS OF 5040.50 FEET, A DISTANCE OF 123.65 FEET AND WHOSE LONG CHORD BEARS N 01° 51' 58" E FOR A DISTANCE OF 123.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 88° 18' 46" E FOR A DISTANCE OF 21.35 FEET TO A POINT ON A LINE; THENCE S 01° 48' 35" W A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4548 SQUARE FEET OR 0.104 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 17, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597972.01; EAST 1791031.55; THENCE, N 88° 11' 25" W FOR A DISTANCE OF 180.93 FEET TO A POINT ON A LINE; THENCE, N 02° 10' 20" E FOR A DISTANCE OF 12.53 FEET TO A POINT ON A LINE; THENCE, N 87° 49' 40" W FOR A DISTANCE OF 18.75 FEET TO A POINT ON A LINE; THENCE, S 02° 10' 20" W FOR A DISTANCE OF 12.65 FEET TO A POINT ON A LINE; THENCE, N 88° 11' 25" W FOR A DISTANCE OF 114.87 FEET TO A POINT ON A LINE; THENCE, N 76° 59' 29" E FOR A DISTANCE OF 23.95 FEET TO A POINT ON A LINE; THENCE, S 87° 11' 57" E FOR A DISTANCE OF 50.19 FEET TO A POINT ON A LINE; THENCE, N 81° 01' 53" E FOR A DISTANCE OF 51.74 FEET TO A POINT ON A LINE; THENCE, S 80° 10' 45" E FOR A DISTANCE OF 51.41 FEET TO A POINT ON A LINE; THENCE, N 87° 47' 25" E FOR A DISTANCE OF 51.17 FEET TO A POINT ON A LINE; THENCE, S 89° 02' 59" E FOR A DISTANCE OF 50.24 FEET TO A POINT ON A LINE; THENCE, S 83° 19' 31" E FOR A DISTANCE OF 37.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 98° 26' 33", HAVING A RADIUS OF 10.00 FEET, AND WHOSE LONG CHORD BEARS N 47° 27' 12" E FOR A DISTANCE OF 15.14 FEET; THENCE, N 01° 46' 05" W FOR A DISTANCE OF 66.84 FEET TO A POINT ON A LINE; THENCE, N 04° 11' 41" E FOR A DISTANCE OF 42.08 FEET TO A POINT ON A LINE; THENCE, N 05° 54' 28" E FOR A DISTANCE OF 33.70 FEET TO A POINT ON A LINE; THENCE, N 06° 26' 32" E FOR A DISTANCE OF 24.57 FEET TO A POINT ON A LINE; THENCE, N 09° 16' 43" E FOR A DISTANCE OF 13.72 FEET TO A POINT ON A LINE; THENCE, S 88° 18' 46" E FOR A DISTANCE OF 6.36 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 01° 24' 20", HAVING A RADIUS OF 5040.50 FEET, AND WHOSE LONG CHORD BEARS S 01° 51' 58" W FOR A DISTANCE OF 123.65 FEET; THENCE, S 01° 09' 48" W FOR A DISTANCE OF 51.48 FEET TO A POINT ON A LINE; THENCE S 41° 53' 12" W A DISTANCE OF 32.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4802 SQUARE FEET OR 0.110 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 17, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO.1 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597981.95; EAST 1790717.16; THENCE, N 88° 11' 25" W FOR A DISTANCE OF 424.55 FEET TO A POINT ON A LINE; THENCE, N 88° 56' 52" E FOR A DISTANCE OF 47.54 FEET TO A POINT ON A LINE; THENCE, N 89° 39' 34" E FOR A DISTANCE OF 49.82 FEET TO A POINT ON A LINE; THENCE, N 86° 50' 46" E FOR A DISTANCE OF 50.54 FEET TO A POINT ON A LINE; THENCE, S 85° 17' 37" E FOR A DISTANCE OF 50.43 FEET TO A POINT ON A LINE; THENCE, S 89° 49' 04" E FOR A DISTANCE OF 49.97 FEET TO A POINT ON A LINE; THENCE, S 85° 38' 23" E FOR A DISTANCE OF 50.78 FEET TO A POINT ON A LINE; THENCE, S 82° 14' 36" E FOR A DISTANCE OF 49.90 FEET TO A POINT ON A LINE; THENCE, N 88° 34' 03" E FOR A DISTANCE OF 47.65 FEET TO A POINT ON A LINE; THENCE, N 76° 59' 29" E FOR A DISTANCE OF 52.37 FEET TO A POINT ON A LINE; THENCE, S 87° 11' 57" E FOR A DISTANCE OF 50.54 FEET TO A POINT ON A LINE; THENCE, N 81° 01' 53" E FOR A DISTANCE OF 52.37 FEET TO A POINT ON A LINE; THENCE, S 80° 10' 45" E FOR A DISTANCE OF 52.02 FEET TO A POINT ON A LINE; THENCE, N 87° 47' 25" E FOR A DISTANCE OF 50.39 FEET TO A POINT ON A LINE; THENCE, S 89° 02' 59" E FOR A DISTANCE OF 51.02 FEET TO A POINT ON A LINE; THENCE, S 83° 19' 31" E FOR A DISTANCE OF 38.33 FEET TO A POINT ON A LINE; THENCE, N 01° 46' 05" W FOR A DISTANCE OF 67.36 FEET TO A POINT ON A LINE; THENCE, N 04° 11' 41" E FOR A DISTANCE OF 45.29 FEET TO A POINT ON A LINE; THENCE, N 55° 08' 47" W FOR A DISTANCE OF 44.71 FEET TO A POINT ON A LINE; THENCE, N 31° 13' 05" E FOR A DISTANCE OF 26.79 FEET TO A POINT ON A LINE; THENCE, S 67° 54' 06" E FOR A DISTANCE OF 29.91 FEET TO A POINT ON A LINE; THENCE, N 07° 46' 55" E FOR A DISTANCE OF 31.40 FEET TO A POINT ON A LINE; THENCE, S 88° 18' 46" E FOR A DISTANCE OF 9.06 FEET TO A POINT ON A LINE; THENCE, S 09° 16' 43" W FOR A DISTANCE OF 13.72 FEET TO A POINT ON A LINE; THENCE, S 06° 26' 32" W FOR A DISTANCE OF 24.57 FEET TO A POINT ON A LINE; THENCE, S 05° 54' 28" W FOR A DISTANCE OF 33.70 FEET TO A POINT ON A LINE; THENCE, S 04° 11' 41" W FOR A DISTANCE OF 42.08 FEET TO A POINT ON A LINE; THENCE, S 01° 46' 05" E FOR A DISTANCE OF 66.84 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 98° 26' 33", HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 17.18 FEET AND WHOSE LONG CHORD BEARS S 47° 27' 12" W FOR A DISTANCE OF 15.14 FEET; THENCE, N 83° 19' 31" W FOR A DISTANCE OF 37.83 FEET TO A POINT ON A LINE; THENCE, N 89° 02' 59" W FOR A DISTANCE OF 50.24 FEET TO A POINT ON A LINE; THENCE, S 87° 47' 25" W FOR A DISTANCE OF 51.17 FEET TO A POINT ON A LINE; THENCE, N 80° 10' 45" W FOR A DISTANCE OF 51.41 FEET TO A POINT ON A LINE; THENCE, S 81° 01' 53" W FOR A DISTANCE OF 51.74 FEET TO A POINT ON A LINE; THENCE, N 87° 11' 57" W FOR A DISTANCE OF 50.19 FEET TO A POINT ON A LINE; THENCE S 76° 59' 29" W A DISTANCE OF 23.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 8117 SQUARE FEET OR 0.186 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 17, 2024.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597995.53; EAST 1790287.39; THENCE, N 88° 11' 25" W FOR A DISTANCE OF 112.06 FEET TO A POINT ON A LINE; THENCE, N 09° 07' 14" E FOR A DISTANCE OF 4.54 FEET TO A POINT ON A LINE; THENCE, N 86° 26' 11" E FOR A DISTANCE OF 14.74 FEET TO A POINT ON A LINE; THENCE, S 83° 13' 47" E FOR A DISTANCE OF 50.93 FEET TO A POINT ON A LINE; THENCE S 86° 20' 53" E A DISTANCE OF 46.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 299 SQUARE FEET OR 0.007 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 17, 2024.

PERMANENT DRAINAGE EASEMENT DESCRIPTION :

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597977.73; EAST 1790850.71; THENCE, N 88° 11' 25" W FOR A DISTANCE OF 18.75 FEET TO A POINT ON A LINE; THENCE, N 02° 10' 20" E FOR A DISTANCE OF 12.65 FEET TO A POINT ON A LINE; THENCE, S 87° 49' 40" E FOR A DISTANCE OF 18.75 FEET TO A POINT ON A LINE; THENCE S 02° 10' 20" W A DISTANCE OF 12.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 236 SQUARE FEET OR 0.005 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 17, 2024.

Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	41.78'	N88°11'25"W	L12	51.41'	S80°10'45"E	L23	31.40'	N7°46'55"E	L34	50.54'	S87°11'57"E	L45	46.09'	S86°20'53"E
L2	32.45'	N41°53'12"E	L13	51.17'	N87°47'25"E	L24	29.91'	S67°54'06"E	L35	52.37'	N76°59'29"E	L46	50.93'	S83°13'47"E
L3	51.48'	N1°09'48"E	L14	50.24'	S89°02'59"E	L25	26.79'	N31°13'05"E	L36	47.65'	N88°34'03"E	L47	14.74'	N86°26'11"E
L4	21.35'	S88°18'46"E	L15	37.83'	S83°19'31"E	L26	44.71'	N55°08'47"W	L37	49.90'	S82°14'36"E	L48	4.54'	N9°07'14"E
L5	200.00'	S1°48'35"W	L16	66.84'	N1°46'05"W	L27	45.29'	N4°11'41"E	L38	50.78'	S85°38'23"E	L49	112.06'	N88°11'25"W
L6	180.93'	N88°11'25"W	L17	42.08'	N4°11'41"E	L28	67.36'	N1°46'05"W	L39	49.97'	S89°49'04"E	L50	424.55'	N88°11'25"W
L7	18.75'	N88°11'25"W	L18	33.70'	N5°54'28"E	L29	38.33'	S83°19'31"E	L40	50.43'	S85°17'37"E	L51	12.65'	N2°10'20"E
L8	114.87'	N88°11'25"W	L19	24.57'	N6°26'32"E	L30	51.02'	S89°02'59"E	L41	50.54'	N86°50'46"E	L52	18.75'	S87°49'40"E
L9	23.95'	N76°59'29"E	L20	13.72'	N9°16'43"E	L31	50.39'	N87°47'25"E	L42	49.82'	N89°39'34"E	L53	12.53'	S2°10'20"W
L10	50.19'	S87°11'57"E	L21	6.36'	S88°18'46"E	L32	52.02'	S80°10'45"E	L43	47.54'	N88°56'52"E			
L11	51.74'	N81°01'53"E	L22	9.06'	S88°18'46"E	L33	52.37'	N81°01'53"E	L44	5.43'	N88°11'25"W			

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	123.65'	5040.50'	1° 24' 20"	S1° 51' 58"W	123.65'
C2	17.18'	10.00'	98° 26' 33"	N47° 27' 12"E	15.14'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE,TN 37086
615-793-6025

PROPOSED R.O.W
4548 SQ.FT.

PROPERTY LOCATION:
788 Waldron Road
La Vergne, TN (Rutherford County)

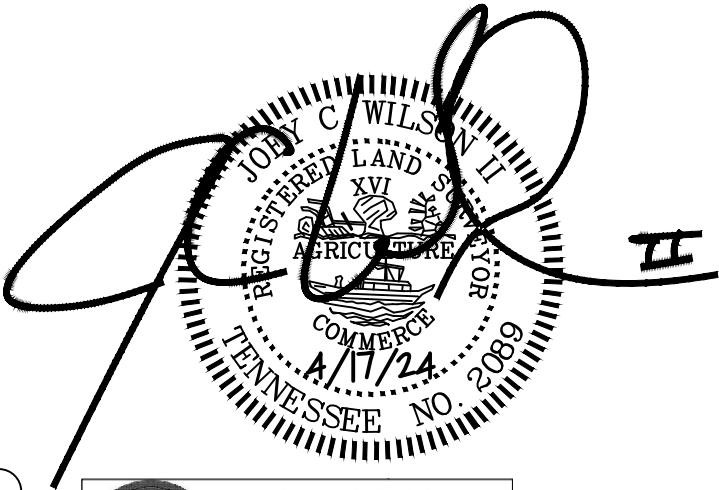


WILSON&ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

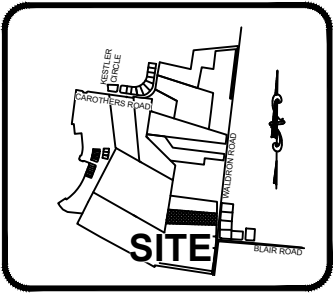




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Date: 4/17/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT - 41



VICINITY MAP
NOT TO SCALE

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 40'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

MICHAELS HOMES LLC
MAP 029
PARCEL 037.00
P.B. 2 PG 102
D.B. 1395 PG 3622

TEMPORARY CONSTRUCTION
EASEMENT
0.057 ACRES
2488 SQ. FT

CORY D. McCLELLAN AND
TRACY G. McCLELLAN
MAP 029
PARCEL 038.00
P.B. 2 PG 102
D.B. 613 PG 758

PERMANENT SLOPE
EASEMENT
0.079 ACRES
3438 SQ. FT

JOE B. LAWS JR. & WIFE,
DEBRA A. LAWS
MAP 029
PARCEL 038.00
P.B. 2 PG 102
D.B. 1200 PG 2912

WALDRON
DRIVE

R.O.W. DEDICATION
0.088 ACRES
3812 SQ.FT

POB (PERMANENT
SLOPE EASEMENT)
N:598171.22
E:1791058.29

POB (R.O.W.)
N:598170.59
E:1791079.63

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:598171.41
E:1791051.93

LANNY B. MCGOWAN &
WIFE, LOIS MCGOWAN
MAP 0290 GROUP A
PARCEL 037.00
P.B. 7 PG 129
D.B. 606 PG 1190

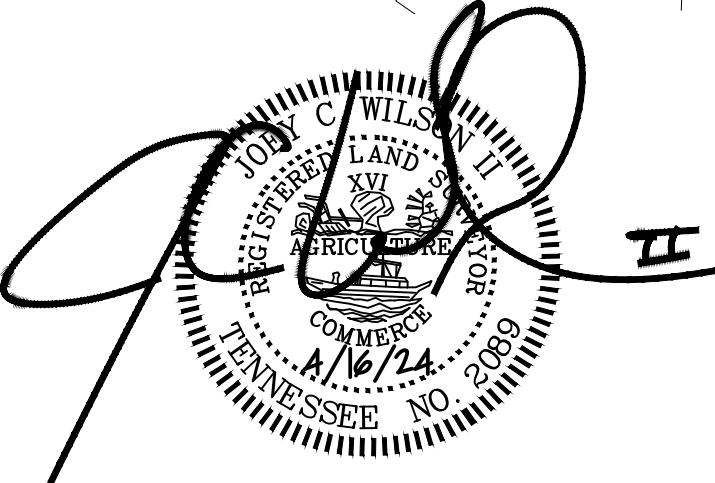
ROBERT LEE & WIFE, DELORIS LEE
MAP 0290 GROUP A
PARCEL 038.00
P.B. 7 PG 129
D.B. 1019 PG 1330

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.
3812 SQ.FT.

PROPERTY LOCATION:
782 Waldron Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, PC.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

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TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

Parcel Line Table			Curve Table					
Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	21.35'	N88°18'46"W	C1	199.65'	5040.50'	2° 16' 10"	N3° 42' 13"E	199.64'
L2	15.62'	S85°24'59"E						
L3	198.73'	S2°03'09"W						
L4	6.36'	N88°18'46"W						
L5	6.53'	N9°16'43"E						
L6	23.69'	N6°56'23"W						
L7	21.99'	N7°29'17"W						
L8	51.02'	N4°06'59"W						
L9	98.34'	N2°36'57"E						
L10	23.17'	S85°24'59"E						
L11	9.06'	N88°18'46"W						
L12	3.14'	N7°46'55"E						
L13	19.48'	N81°24'58"W						
L14	26.39'	N2°46'24"E						
L15	13.83'	N87°08'12"E						
L16	69.46'	N4°35'16"W						
L17	99.23'	N2°27'25"E						
L18	10.29'	S85°24'59"E						

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE WEST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON DRIVE AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO CORY D. MCCLELLAN AND TRACY G. MCCLELLAN BY DEED BOOK 613 PAGE 758 IN PLAT BOOK 2, PAGE 102, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598170.59; EAST 1791079.63; THENCE, N 88° 18' 46" W FOR A DISTANCE OF 21.35 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 16' 10", HAVING A RADIUS OF 5040.50 FEET, A DISTANCE OF 199.65 FEET AND WHOSE LONG CHORD BEARS N 03° 42' 13" E FOR A DISTANCE OF 199.64 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 85° 24' 59" E FOR A DISTANCE OF 15.62 FEET TO A POINT ON A LINE; THENCE S 02° 03' 09" W A DISTANCE OF 198.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 3812 SQUARE FEET OR 0.088 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598171.22; EAST 1791058.29; THENCE, N 88° 18' 46" W FOR A DISTANCE OF 6.36 FEET TO A POINT ON A LINE; THENCE, N 09° 16' 43" E FOR A DISTANCE OF 6.53 FEET TO A POINT ON A LINE; THENCE, N 06° 56' 23" W FOR A DISTANCE OF 23.69 FEET TO A POINT ON A LINE; THENCE, N 07° 29' 17" W FOR A DISTANCE OF 21.99 FEET TO A POINT ON A LINE; THENCE, N 04° 06' 59" W FOR A DISTANCE OF 51.02 FEET TO A POINT ON A LINE; THENCE, N 02° 36' 57" E FOR A DISTANCE OF 98.34 FEET TO A POINT ON A LINE; THENCE, S 85° 24' 59" E FOR A DISTANCE OF 23.17 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 02° 16' 10", HAVING A RADIUS OF 5040.50 FEET, A DISTANCE OF 199.65 FEET AND WHOSE LONG CHORD BEARS S 03° 42' 13" W FOR A DISTANCE OF 199.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 3438 SQUARE FEET OR 0.079 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598171.41; EAST 1791051.93; THENCE, N 88° 18' 46" W FOR A DISTANCE OF 9.06 FEET TO A POINT ON A LINE; THENCE, N 07° 46' 55" E FOR A DISTANCE OF 3.14 FEET TO A POINT ON A LINE; THENCE, N 81° 24' 58" W FOR A DISTANCE OF 19.48 FEET TO A POINT ON A LINE; THENCE, N 02° 46' 24" E FOR A DISTANCE OF 26.39 FEET TO A POINT ON A LINE; THENCE, N 87° 08' 12" E FOR A DISTANCE OF 13.83 FEET TO A POINT ON A LINE; THENCE, N 04° 35' 16" W FOR A DISTANCE OF 69.46 FEET TO A POINT ON A LINE; THENCE, N 02° 27' 25" E FOR A DISTANCE OF 99.23 FEET TO A POINT ON A LINE; THENCE, S 85° 24' 59" E FOR A DISTANCE OF 10.29 FEET TO A POINT ON A LINE; THENCE, S 02° 36' 57" W FOR A DISTANCE OF 98.34 FEET TO A POINT ON A LINE; THENCE, S 04° 06' 59" E FOR A DISTANCE OF 51.02 FEET TO A POINT ON A LINE; THENCE, S 07° 29' 17" E FOR A DISTANCE OF 21.99 FEET TO A POINT ON A LINE; THENCE, S 06° 56' 23" E FOR A DISTANCE OF 23.69 FEET TO A POINT ON A LINE; THENCE S 09° 16' 43" W A DISTANCE OF 6.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 2488 SQUARE FEET OR 0.057 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

GENERAL NOTES:

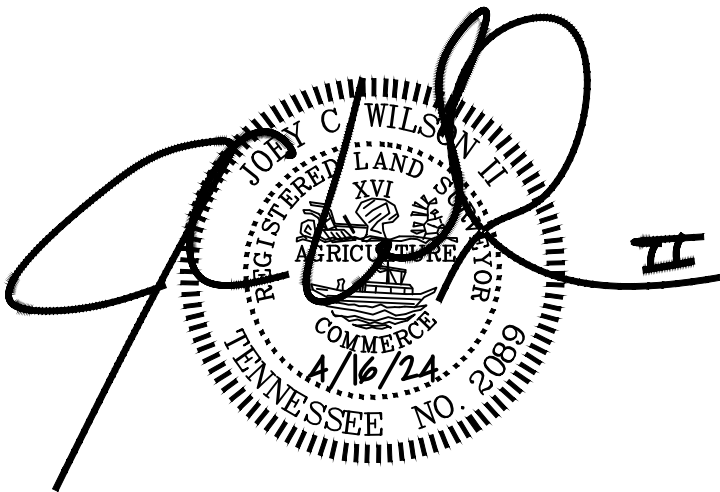
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W.

3812 SQ.FT.

PROPERTY LOCATION:
782 Waldron Road
La Vergne, TN (Rutherford County)





WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 2

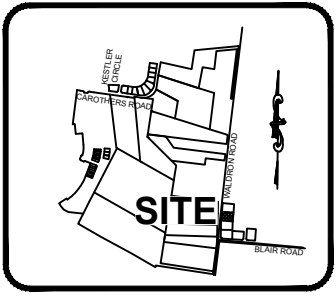


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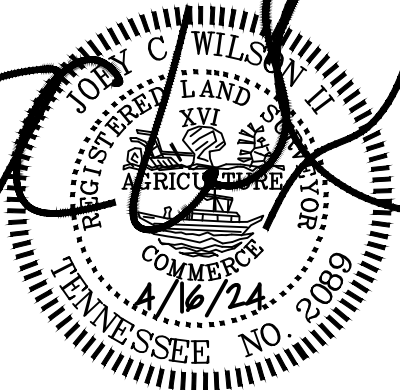
Date: 4/16/2024
Scale: 1" = 40'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS ROW
- EASEMENT CORNER



VICINITY MAP
NOT TO SCALE



RACHEL R LIVINGSTON
MAP 0290 GROUP A
PARCEL 036.00
P.B. 7 PG 129
D.B 661 PG 715

POB (PERMANENT
SLOPE EASEMENT)
N:598400.03
E:1791157.96

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:598398.90
E:1791171.21

TEMPORARY CONSTRUCTION
EASEMENT
0.050 ACRES
2176 SQ. FT

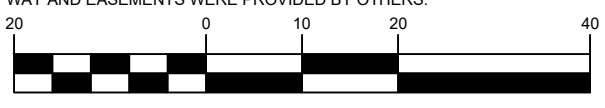
PERMANENT SLOPE
EASEMENT
0.044 ACRES
1908 SQ. FT

LANNY B. MCGOWAN SR &
WIFE, LOIS MCGOWAN
MAP 0290 GROUP A
PARCEL 037.00
P.B. 7 PG 128
D.B 606 PG 1190

ROBERT LEE & WIFE, DELORIS LEE
MAP 0290 GROUP A
PARCEL 038.00
P.B. 7 PG 129
D.B. 1019 PG 1330

GENERAL NOTES:

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DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
KIMLEY HORN
10 Lea Avenue,
Suite 400,
Nashville, TN 37210
629 236 4809

PROPOSED R.O.W.
0 SQ.FT.

PROPERTY LOCATION:
809 Waldron Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, PC.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724 SHEET 1 OF 2



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1-615-366-1987
TENNESSEE ONE CALL
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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

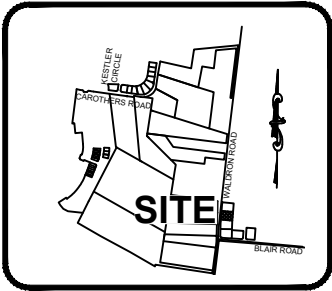
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
KIMLEY HORN
10 Lea Avenue,
Suite 400,
Nashville, TN 37210
629 236 4809

EXHIBIT LOT - 44



VICINITY MAP
NOT TO SCALE

Parcel Line Table		
Line #	Length	Direction
L1	13.30'	S85°07'43"E
L2	97.26'	S5°49'38"W
L3	35.66'	S4°07'19"W
L4	17.24'	S12°31'08"W
L5	10.93'	N85°07'39"W
L6	150.00'	N5°17'03"E
L7	10.01'	S85°07'43"E
L8	93.24'	S5°44'02"W
L9	20.57'	S63°20'07"E
L10	26.55'	S3°56'11"W
L11	20.21'	S73°47'39"W
L12	15.48'	S13°11'03"W
L13	10.49'	N85°07'47"W

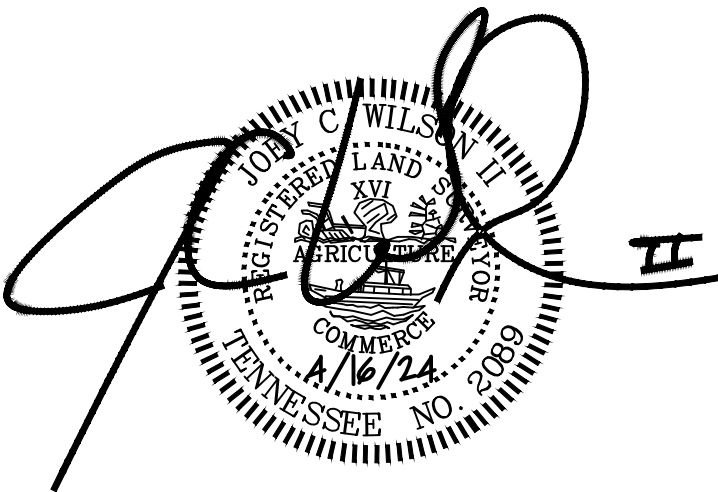
PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON ROAD AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO LANNY B. MCGOWAN SR & WIFE LOIS MCGOWAN BY DEED BOOK 606, PAGE 1190 & PLAT BOOK 7, PAGE 128, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598400.03; EAST 1791157.96; THENCE, S 85° 07' 43" E FOR A DISTANCE OF 13.30 FEET; THENCE, S 05° 49' 38" W FOR A DISTANCE OF 97.26 FEET; THENCE, S 04° 07' 19" W FOR A DISTANCE OF 35.66 FEET; THENCE, S 12° 31' 08" W FOR A DISTANCE OF 17.24 FEET; THENCE, N 85° 07' 39" W FOR A DISTANCE OF 10.93 FEET; THENCE N 05° 17' 03" E A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1908 SQUARE FEET OR 0.044 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598398.90; EAST 1791171.21; THENCE, S 85° 07' 43" E FOR A DISTANCE OF 10.01 FEET; THENCE, S 05° 44' 02" W FOR A DISTANCE OF 93.24 FEET; THENCE, S 63° 20' 07" E FOR A DISTANCE OF 20.57 FEET; THENCE, S 03° 56' 11" W FOR A DISTANCE OF 26.55 FEET; THENCE, S 73° 47' 39" W FOR A DISTANCE OF 20.21 FEET; THENCE, S 13° 11' 03" W FOR A DISTANCE OF 15.48 FEET; THENCE, N 85° 07' 47" W FOR A DISTANCE OF 10.49 FEET; THENCE, N 12° 31' 08" E FOR A DISTANCE OF 17.24 FEET; THENCE, N 04° 07' 19" E FOR A DISTANCE OF 35.66 FEET; THENCE N 05° 49' 38" E A DISTANCE OF 97.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 2176 SQUARE FEET OR 0.050 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.

0 SQ.FT.

PROPERTY LOCATION:
809 Waldron Road
La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

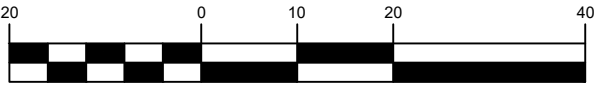
108 Beasley Drive
Franklin, TN 37064
615.794.2275

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Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

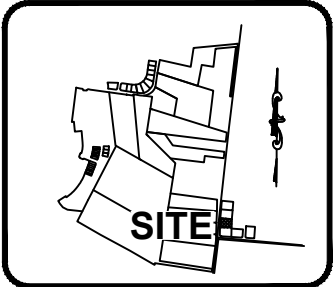
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



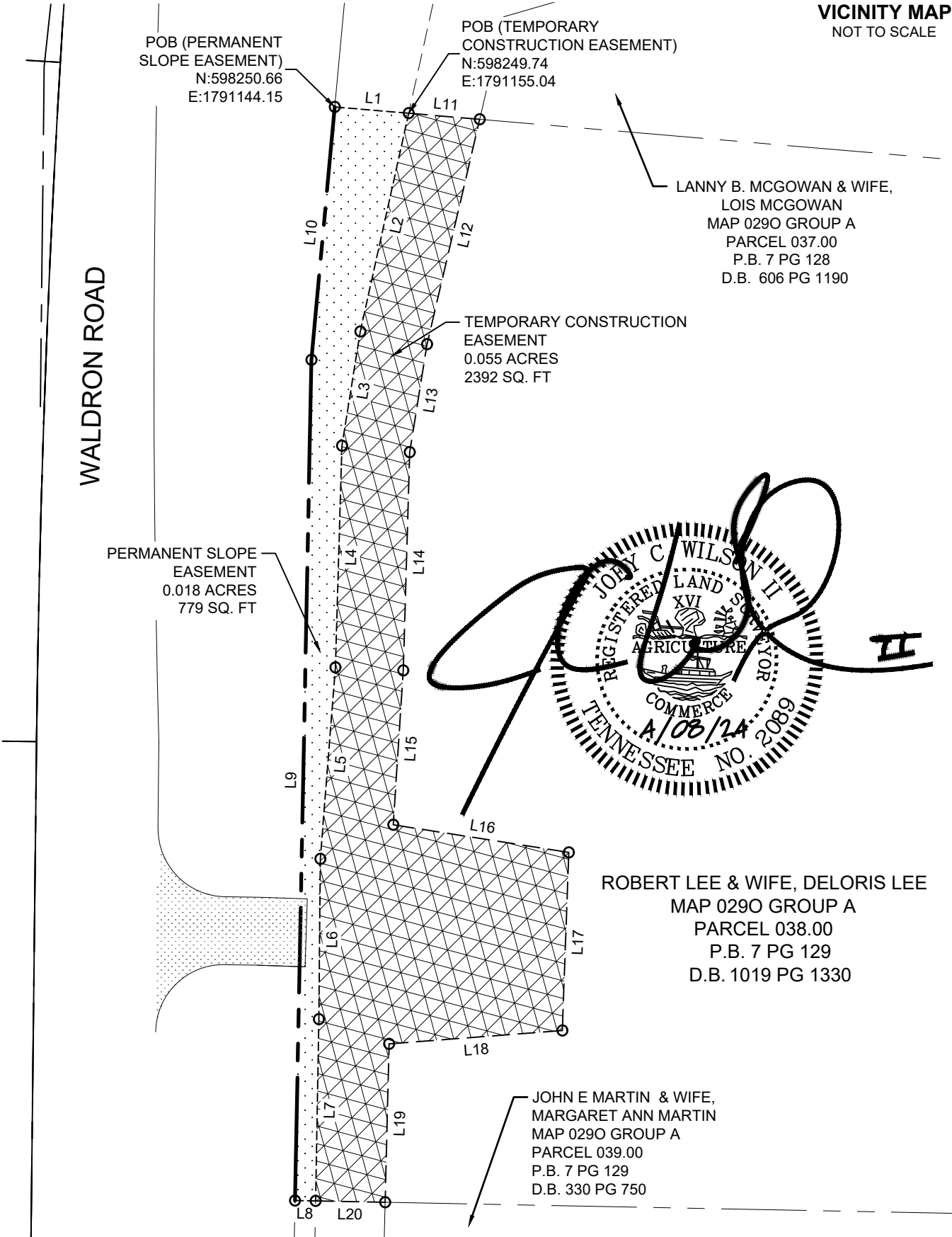
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT - 45



VICINITY MAP
NOT TO SCALE



GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.
0 SQ.FT.

PROPERTY LOCATION:
815 Waldron Road
La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 1 OF 2



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TENNESSEE ONE CALL
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Date: 4/8/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table		
Line #	Length	Direction
L1	10.93'	S85°07'39"E
L2	32.88'	S12°31'08"W
L3	17.03'	S9°07'30"W
L4	32.62'	S1°41'17"W
L5	28.26'	S4°30'30"W
L6	23.58'	S0°31'41"W
L7	26.74'	S1°00'25"W
L8	3.03'	N88°53'10"W
L9	123.69'	N1°06'47"E
L10	37.36'	N5°17'03"E
L11	10.49'	S85°07'39"E
L12	33.98'	S13°11'03"W
L13	16.08'	S9°07'30"W
L14	32.12'	S1°41'17"W
L15	22.75'	S3°43'46"W
L16	26.15'	S81°04'23"E
L17	26.23'	S2°04'36"W
L18	25.57'	S85°37'30"W
L19	23.31'	S1°25'57"W
L20	10.23'	N88°53'10"W

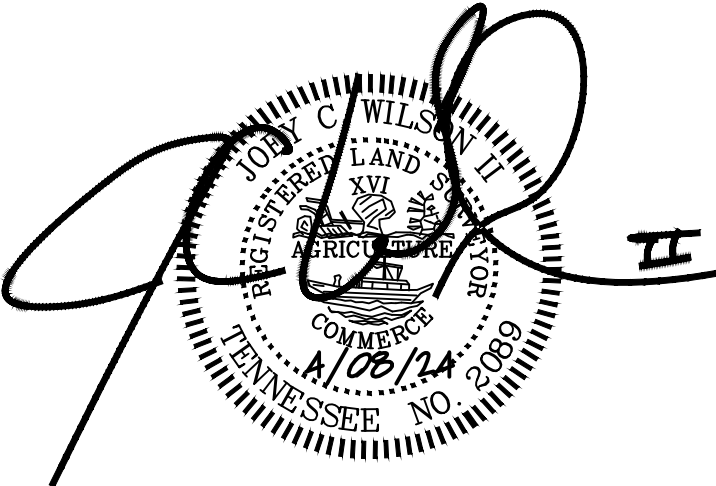
PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON DRIVE AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO ROBERT LEE AND WIFE, DELORIS LEE BY DEED BOOK 1019 PAGE 1330 IN PLAT BOOK 7, PAGE 129, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598250.66; EAST 1791144.15; THENCE, S 85° 07' 39" E FOR A DISTANCE OF 10.93 FEET TO A POINT ON A LINE; THENCE, S 12° 31' 08" W FOR A DISTANCE OF 32.88 FEET TO A POINT ON A LINE; THENCE, S 09° 07' 30" W FOR A DISTANCE OF 17.03 FEET TO A POINT ON A LINE; THENCE, S 01° 41' 17" W FOR A DISTANCE OF 32.62 FEET TO A POINT ON A LINE; THENCE, S 04° 30' 30" W FOR A DISTANCE OF 28.26 FEET TO A POINT ON A LINE; THENCE, S 00° 31' 41" W FOR A DISTANCE OF 23.58 FEET TO A POINT ON A LINE; THENCE, S 01° 00' 25" W FOR A DISTANCE OF 26.74 FEET TO A POINT ON A LINE; THENCE, N 88° 53' 10" W FOR A DISTANCE OF 3.03 FEET TO A POINT ON A LINE; THENCE, N 01° 06' 47" E FOR A DISTANCE OF 123.69 FEET TO A POINT ON A LINE; THENCE N 05° 17' 03" E A DISTANCE OF 37.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 779 SQUARE FEET OR 0.018 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598249.74; EAST 1791155.04; THENCE, S 85° 07' 39" E FOR A DISTANCE OF 10.49 FEET TO A POINT ON A LINE; THENCE, S 13° 11' 03" W FOR A DISTANCE OF 33.98 FEET TO A POINT ON A LINE; THENCE, S 09° 07' 30" W FOR A DISTANCE OF 16.08 FEET TO A POINT ON A LINE; THENCE, S 01° 41' 17" W FOR A DISTANCE OF 32.12 FEET TO A POINT ON A LINE; THENCE, S 03° 43' 46" W FOR A DISTANCE OF 22.75 FEET TO A POINT ON A LINE; THENCE, S 81° 04' 23" E FOR A DISTANCE OF 26.15 FEET TO A POINT ON A LINE; THENCE, S 02° 04' 36" W FOR A DISTANCE OF 26.23 FEET TO A POINT ON A LINE; THENCE, S 85° 37' 30" W FOR A DISTANCE OF 25.57 FEET TO A POINT ON A LINE; THENCE, S 01° 25' 57" W FOR A DISTANCE OF 23.31 FEET TO A POINT ON A LINE; THENCE, N 88° 53' 10" W FOR A DISTANCE OF 10.23 FEET TO A POINT ON A LINE; THENCE, N 01° 00' 25" E FOR A DISTANCE OF 26.74 FEET TO A POINT ON A LINE; THENCE, N 00° 31' 41" E FOR A DISTANCE OF 23.58 FEET TO A POINT ON A LINE; THENCE, N 04° 30' 30" E FOR A DISTANCE OF 28.26 FEET TO A POINT ON A LINE; THENCE, N 01° 41' 17" E FOR A DISTANCE OF 32.62 FEET TO A POINT ON A LINE; THENCE, N 09° 07' 30" E FOR A DISTANCE OF 17.03 FEET TO A POINT ON A LINE; THENCE N 12° 31' 08" E A DISTANCE OF 32.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 2392 SQUARE FEET OR 0.055 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 08, 2024.



GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.
0 SQ.FT.
PROPERTY LOCATION:
815 Waldron Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 2



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Date: 4/8/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- O EASEMENT CORNER



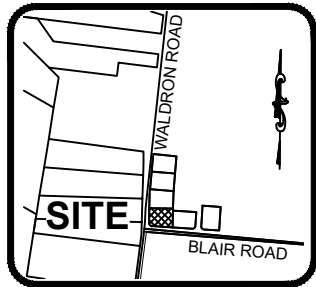
GRAPHIC SCALE: 1" = 30'

COMFORT RYAN JACKSON
& KRISTEN N
MAP 0290 GROUP A
PARCEL 023.00
P.B. 7 PG 129

CURRAN ROBERT M & SHERRN
MAP 0290 GROUP A
PARCEL 022.00
P.B. 7 PG 129
D.B. 530 PG 546

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT-46



VICINITY MAP
NOT TO SCALE

ROBERT LEE & WIFE,
DELORIS LEE
MAP 0290 GROUP A
PARCEL 038.00
P.B. 7 PG 129
D.B. 1019 PG 1330

JOHN E. MARTIN & WIFE,
MARGARET ANN MARTIN
MAP 0290 GROUP A
PARCEL 039.00
P.B. 7 PG 128
D.B. 330 PG 750

ROW DEDICATION
0.043 ACRES
1860 SQ. FT

TEMPORARY
CONSTRUCTION
EASEMENT
0.082 ACRES
3552 SQ. FT

PERMANENT SLOPE
EASEMENT
0.094 ACRES
4083 SQ. FT

PERMANENT
DRAINAGE EASEMENT
0.009 ACRES
406 SQ. FT

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:598089.73
E:1791141.34

POB (PERMANENT
SLOPE EASEMENT)
N:598089.79
E:1791138.30

L7
POB (R.O.W.)
N:597984.06
E:1791136.25

POB (PERMANENT
DRAINAGE EASEMENT)
N:597956.81
E:1791154.19

WALDRON ROAD

BLAIR ROAD

PRPPOSED R.O.W.

1860 SQ.FT.

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPERTY LOCATION:
821 Waldron Road

La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 30'
Drawn: AS
Job No.: 21-1724

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	38.11'	25.00'	87° 20' 02"	N42° 33' 15"W	34.52'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table		
Line #	Length	Direction
L1	32.62'	S33°21'55"E
L2	13.22'	N33°21'55"W
L3	18.00'	S86°07'41"E
L4	156.03'	S86°07'41"E
L5	7.38'	S1°06'32"W
L6	176.14'	N86°13'16"W
L7	20.38'	N1°06'46"E
L8	105.76'	N1°06'46"E
L9	3.03'	S88°53'10"E
L10	24.04'	S1°00'25"W
L11	28.78'	S7°48'23"E

Parcel Line Table		
Line #	Length	Direction
L12	31.99'	S12°16'37"E
L13	38.16'	S26°59'12"E
L14	51.50'	S73°40'41"E
L15	117.43'	S85°02'02"E
L16	13.27'	S1°06'32"W
L17	10.02'	S1°06'32"W
L18	115.83'	S85°02'02"E
L19	46.06'	S73°44'19"E
L20	32.64'	S26°59'12"E
L21	27.79'	S12°16'37"E
L22	5.58'	N88°57'03"W

Parcel Line Table		
Line #	Length	Direction
L23	16.17'	S78°12'39"W
L24	24.68'	S1°15'01"W
L25	16.28'	S75°43'11"E
L26	10.34'	S88°57'03"E
L27	20.99'	S1°25'57"W
L28	10.23'	S88°53'10"E
L29	6.73'	N3°52'12"E
L30	26.00'	S86°07'19"E
L31	17.25'	S3°52'12"W

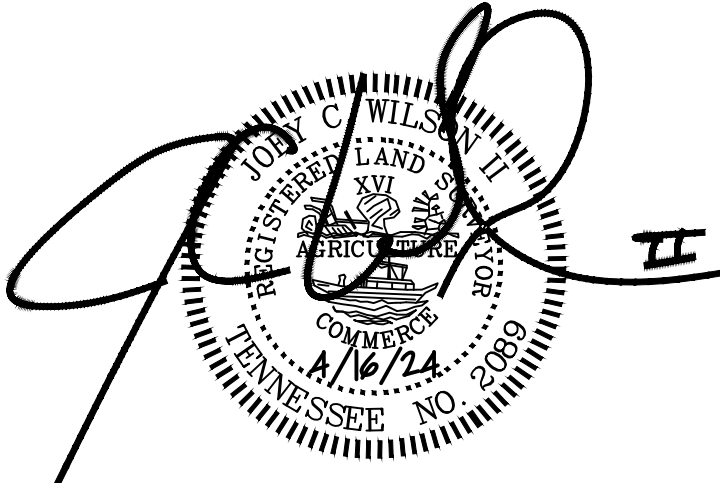
PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON ROAD AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO JOHN E. MARTIN AND WIFE, MARGARET ANN MARTIN BY DEED BOOK 330 PAGE 750 IN PLAT BOOK 7, PAGE 129, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597984.06; EAST 1791136.25; THENCE, S 33° 21' 55" E FOR A DISTANCE OF 32.62 FEET TO A POINT ON A LINE; THENCE, S 33° 21' 55" E FOR A DISTANCE OF 13.22 FEET TO A POINT ON A LINE; THENCE, S 86° 07' 41" E FOR A DISTANCE OF 18.00 FEET TO A POINT ON A LINE; THENCE, S 86° 07' 41" E FOR A DISTANCE OF 156.03 FEET TO A POINT ON A LINE; THENCE, S 01° 06' 32" W FOR A DISTANCE OF 7.38 FEET TO A POINT ON A LINE; THENCE, N 86° 13' 16" W FOR A DISTANCE OF 176.14 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 87° 20' 02", HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 38.11 FEET AND WHOSE LONG CHORD BEARS N 42° 33' 15" W FOR A DISTANCE OF 34.52 FEET; THENCE N 01° 06' 46" E A DISTANCE OF 20.38 FEET TO THE POINT OF BEGINNING.
CONTAINING 1860 SQUARE FEET OR 0.043 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598089.79; EAST1791138.30; THENCE, S 88° 53' 10" E FOR A DISTANCE OF 3.03 FEET TO A POINT ON A LINE; THENCE, S 01° 00' 25" W FOR A DISTANCE OF 24.04 FEET TO A POINT ON A LINE; THENCE, S 07° 48' 23" E FOR A DISTANCE OF 28.78 FEET TO A POINT ON A LINE; THENCE, S 12° 16' 37" E FOR A DISTANCE OF 31.99 FEET TO A POINT ON A LINE; THENCE, S 26° 59' 12" E FOR A DISTANCE OF 38.16 FEET TO A POINT ON A LINE; THENCE, S 73° 40' 41" E FOR A DISTANCE OF 51.50 FEET TO A POINT ON A LINE; THENCE, S 85° 02' 02" E FOR A DISTANCE OF 117.43 FEET TO A POINT ON A LINE; THENCE, S 01° 06' 32" W FOR A DISTANCE OF 13.27 FEET TO A POINT ON A LINE; THENCE, N 86° 07' 41" W FOR A DISTANCE OF 156.03 FEET TO A POINT ON A LINE; THENCE, N 03° 52' 12" E FOR A DISTANCE OF 17.25 FEET TO A POINT ON A LINE; THENCE, N 86° 07' 19" W FOR A DISTANCE OF 26.00 FEET TO A POINT ON A LINE; THENCE, S 03° 52' 12" W FOR A DISTANCE OF 6.73 FEET TO A POINT ON A LINE; THENCE, N 33° 21' 55" W FOR A DISTANCE OF 32.62 FEET TO A POINT ON A LINE; THENCE N 01° 06' 46" E A DISTANCE OF 105.76 FEET TO THE POINT OF BEGINNING.
CONTAINING 4083 SQUARE FEET OR 0.094 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 598089.73; EAST 1791141.34; THENCE, S 88° 53' 10" E FOR A DISTANCE OF 10.23 FEET TO A POINT ON A LINE; THENCE, S 01° 25' 57" W FOR A DISTANCE OF 20.99 FEET TO A POINT ON A LINE; THENCE, S 88° 57' 03" E FOR A DISTANCE OF 10.34 FEET TO A POINT ON A LINE; HENCE, S 75° 43' 11" E FOR A DISTANCE OF 16.28 FEET TO A POINT ON A LINE; THENCE, S 01° 15' 01" W FOR A DISTANCE OF 24.68 FEET TO A POINT ON A LINE; THENCE, S 78° 12' 39" W FOR A DISTANCE OF 16.17 FEET TO A POINT ON A LINE; THENCE, N 88° 57' 03" W FOR A DISTANCE OF 5.58 FEET TO A POINT ON A LINE; THENCE, S 12° 16' 37" E FOR A DISTANCE OF 27.79 FEET TO A POINT ON A LINE; THENCE, S 26° 59' 12" E FOR A DISTANCE OF 32.64 FEET TO A POINT ON A LINE; THENCE, S 73° 44' 19" E FOR A DISTANCE OF 46.06 FEET TO A POINT ON A LINE; THENCE, S 85° 02' 02" E FOR A DISTANCE OF 115.83 FEET TO A POINT ON A LINE; THENCE, S 01° 06' 32" W FOR A DISTANCE OF 10.02 FEET TO A POINT ON A LINE; THENCE, N 85° 02' 02" W FOR A DISTANCE OF 117.43 FEET TO A POINT ON A LINE; THENCE, N 73° 40' 41" W FOR A DISTANCE OF 51.50 FEET TO A POINT ON A LINE; THENCE, N 26° 59' 12" W FOR A DISTANCE OF 38.16 FEET TO A POINT ON A LINE; THENCE, N 12° 16' 37" W FOR A DISTANCE OF 31.99 FEET TO A POINT ON A LINE; THENCE, N 07° 48' 23" W FOR A DISTANCE OF 28.78 FEET TO A POINT ON A LINE; THENCE N 01° 00' 25" E A DISTANCE OF 24.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 3552 SQUARE FEET OR 0.082 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597956.81; EAST 1791154.19; THENCE, N 03° 52' 12" E FOR A DISTANCE OF 6.73 FEET TO A POINT ON A LINE; THENCE, S 86° 07' 19" E FOR A DISTANCE OF 26.00 FEET TO A POINT ON A LINE; THENCE, S 03° 52' 12" W FOR A DISTANCE OF 17.25 FEET TO A POINT ON A LINE; THENCE, N 86° 07' 41" W FOR A DISTANCE OF 18.00 FEET TO A POINT ON A LINE; THENCE N 33° 21' 55" W A DISTANCE OF 13.22 FEET TO THE POINT OF BEGINNING.
CONTAINING 406 SQUARE FEET OR 0.009 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSED R.O.W.
1860 SQ.FT.
PROPERTY LOCATION:
821 Waldron Road
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

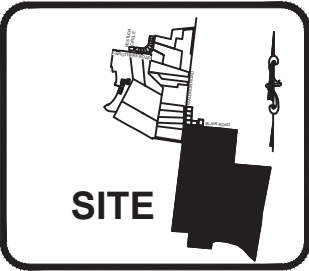
108 Beasley Drive
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615.794.2275



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IT'S THE LAW

Date: 4/16/2024
Scale: 1" = 30'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT-47



SITE

VICINITY MAP
NOT TO SCALE

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

MATCHLINE -SEE SHEET 3

GENERAL NOTES:
1) THIS IS NOT A
GENERAL PROPERTY
SURVEY AS DEFINED
UNDER RULE
0820.03-7. PROPOSED
RIGHT OF WAY AND
EASEMENTS WERE
PROVIDED BY OTHERS

HON BLAIR AND
WALDRON, LLC
MAP 032
PARCEL 004.00
R.B. 2407 PG 2027

10' TEMPORARY
CONSTRUCTION
EASEMENT

PERMANENT
DRAINAGE
EASEMENT
0.008 ACRES
327 SQ.FT

PERMANENT
SLOPE EASEMENT
0.222 ACRES
9670 SQ. FT

POB (PERMANENT
DRAINAGE EASEMENT)
N:597884.78
E:1791161.70

POB (R.O.W.)
N:597888.74
E:1791112.62

ROW
DEDICATION
0.249 ACRES
10830 SQ. FT

WALDRON DRIVE

PROPOSED R.O.W.
10830 SQ.FT.



GRAPHIC SCALE: 1" = 50'



108 Beasley Drive
Franklin, TN
37064
615.794.2275

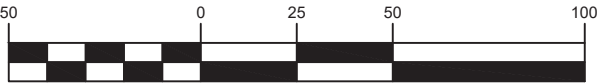


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/4/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

LEGEND

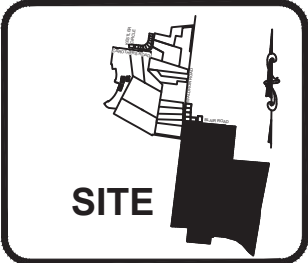
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- _____ ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 50'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT-47



SITE

VICINITY MAP
NOT TO SCALE

BROOKFIELD HOLDINGS (ARBOR) LLC
& ATTN ANDREW BRAUSA
MAP 032
PARCEL 004.04

HON BLAIR AND
WALDRON, LLC
MAP 032
PARCEL 004.00
R.B. 2407 PG 2027

GENERAL NOTES:
1) THIS IS NOT A GENERAL
PROPERTY SURVEY AS
DEFINED UNDER RULE
0820.03-7. PROPOSED RIGHT
OF WAY AND EASEMENTS
WERE PROVIDED BY OTHERS

TEMPORARY
CONSTRUCTION
EASEMENT
0.234 ACRES
10173 SQ. FT

PERMANENT
SLOPE EASEMENT
0.222 ACRES
9670 SQ. FT

ROW DEDICATION
0.249 ACRES
10830 SQ. FT

WALDRON DRIVE

MATCHLINE -SEE SHEET 1

PROPOSED R.O.W.

10830 SQ.FT.

PROPERTY LOCATION:
0 Waldron Road
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275

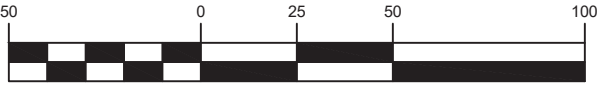


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 4/4/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

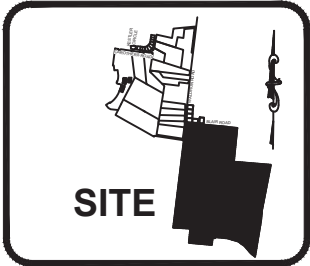


GRAPHIC SCALE: 1" = 50'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025



EXHIBIT LOT-47



SITE

VICINITY MAP
NOT TO SCALE

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:597832.84
E:1791805.70

POB (PERMANENT
SLOPE EASEMENT)
N:597836.76
E:1791757.10

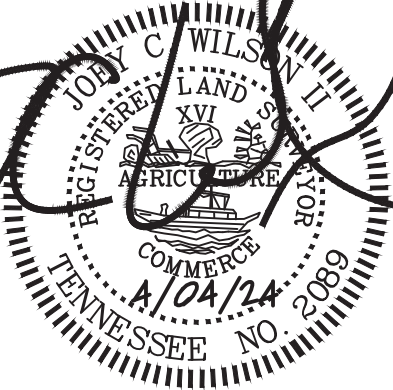
STARLIGHT HOMES
TENNESSEE LLC
MAP 029
PARCEL 042.00
D.B. 2231 PG 2699

PERMANENT SLOPE
EASEMENT
0.222 ACRES
9670 SQ. FT

HON BLAIR AND
WALDRON, LLC
MAP 032
PARCEL 004.00
R.B. 2407 PG 2027

TEMPORARY
CONSTRUCTION
EASEMENT
0.234 ACRES
10173 SQ. FT

GENERAL NOTES:
1) THIS IS NOT A GENERAL
PROPERTY SURVEY AS
DEFINED UNDER RULE
0820.03-7. PROPOSED RIGHT
OF WAY AND EASEMENTS
WERE PROVIDED BY OTHERS



MATCHLINE -SEE SHEET 1

PROPOSED R.O.W.
10830 SQ.FT.

PROPERTY LOCATION:
0 Waldron Road
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275



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

Date: 4/4/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	170.02'	2540.50'	3° 50' 04"	S5° 29' 46"W	169.99'

Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	49.24'	S85°23'21"E	L14	17.29'	N85°10'21"W	L27	49.57'	S8°45'18"W	L40	49.86'	N84°20'29"W
L2	20.71'	N41°36'53"E	L15	50.32'	N79°39'57"W	L28	50.38'	S3°01'33"W	L41	50.19'	N85°15'04"W
L3	28.58'	N41°36'53"E	L16	135.13'	S86°23'52"W	L29	100.49'	S6°28'32"W	L42	50.03'	N86°58'45"W
L4	215.23'	S7°24'48"W	L17	45.09'	S19°41'14"W	L30	51.04'	S5°15'42"W	L43	50.42'	N87°49'14"W
L5	23.89'	N83°01'43"W	L18	51.69'	S6°21'56"W	L31	49.73'	S6°10'55"W	L44	51.82'	S88°35'02"W
L6	423.68'	N6°58'17"E	L19	50.98'	S5°15'42"W	L32	39.38'	S19°41'14"W	L45	19.57'	S74°08'29"W
L7	21.97'	S88°35'02"W	L20	100.75'	S6°28'27"W	L33	126.22'	S86°53'41"W	L46	48.76'	S85°23'21"E
L8	99.83'	N87°24'03"W	L21	50.15'	S3°01'33"W	L34	50.17'	N79°39'57"W	L47	583.69'	N85°23'21"W
L9	49.96'	N85°14'46"W	L22	50.01'	S8°45'18"W	L35	50.82'	N85°10'22"W	L48	13.65'	S85°23'21"E
L10	50.02'	N84°21'09"W	L23	53.10'	S2°04'16"E	L36	50.28'	N88°58'47"W	L49	16.27'	S3°52'12"W
L11	41.85'	N87°56'37"W	L24	21.61'	N83°01'43"W	L37	49.86'	N87°41'38"W	L50	26.33'	N85°58'32"W
L12	108.23'	N87°56'37"W	L25	10.12'	N83°01'43"W	L38	7.65'	N87°09'44"W			
L13	32.71'	N85°10'21"W	L26	53.74'	S2°03'43"E	L39	42.07'	N87°09'44"W			

PROPOSED DESCRIPTIONS:

A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE NORTH SIDE OF BLAIR ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON ROAD AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO HON BLAIR AND WALDRON, LLC BY RB 2407 PG 2027 IN PLAT BOOK 2, PAGE 102, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597888.74; EAST 1791112.62; THENCE, S 85° 23' 21" E FOR A DISTANCE OF 49.24 FEET TO A POINT ON A LINE; THENCE, S 41° 36' 53" W FOR A DISTANCE OF 20.71 FEET TO A POINT ON A LINE; THENCE, S 41° 36' 53" W FOR A DISTANCE OF 28.58 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 03° 50' 04", HAVING A RADIUS OF 2540.50 FEET, A DISTANCE OF 170.02 FEET AND WHOSE LONG CHORD BEARS S 05° 29' 46" W FOR A DISTANCE OF 169.99 FEET; THENCE, S 07° 24' 48" W FOR A DISTANCE OF 215.23 FEET TO A POINT ON A LINE; THENCE, N 83° 01' 43" W FOR A DISTANCE OF 23.89 FEET TO A POINT ON A LINE; THENCE N 06° 58' 17" E A DISTANCE OF 423.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 10830 SQUARE FEET OR 0.249 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024..

PERMANENT SLOPE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597836.76; EAST 1791757.10; THENCE, S 88° 35' 02" W FOR A DISTANCE OF 21.97 FEET TO A POINT ON A LINE; THENCE, N 87° 24' 03" W FOR A DISTANCE OF 99.83 FEET TO A POINT ON A LINE; THENCE, N 85° 14' 46" W FOR A DISTANCE OF 49.96 FEET TO A POINT ON A LINE; THENCE, N 84° 21' 09" W FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, N 87° 56' 37" W FOR A DISTANCE OF 41.85 FEET TO A POINT ON A LINE; THENCE, N 87° 56' 37" W FOR A DISTANCE OF 108.23 FEET TO A POINT ON A LINE; THENCE, N 85° 10' 21" W FOR A DISTANCE OF 32.71 FEET TO A POINT ON A LINE; THENCE, N 85° 10' 21" W FOR A DISTANCE OF 17.29 FEET TO A POINT ON A LINE; THENCE, N 79° 39' 57" W FOR A DISTANCE OF 50.32 FEET TO A POINT ON A LINE; THENCE, S 86° 23' 52" W FOR A DISTANCE OF 135.13 FEET TO A POINT ON A LINE; THENCE, S 19° 41' 14" W FOR A DISTANCE OF 45.09 FEET TO A POINT ON A LINE; THENCE, S 06° 21' 56" W FOR A DISTANCE OF 51.69 FEET TO A POINT ON A LINE; THENCE, S 05° 15' 42" W FOR A DISTANCE OF 50.98 FEET TO A POINT ON A LINE; THENCE, S 06° 28' 27" W FOR A DISTANCE OF 100.75 FEET TO A POINT ON A LINE; THENCE, S 03° 01' 33" W FOR A DISTANCE OF 50.15 FEET TO A POINT ON A LINE; THENCE, S 08° 45' 18" W FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, S 02° 04' 16" E FOR A DISTANCE OF 53.10 FEET TO A POINT ON A LINE; THENCE, N 83° 01' 43" W FOR A DISTANCE OF 21.61 FEET TO A POINT ON A LINE; THENCE, N 07° 24' 48" E FOR A DISTANCE OF 215.23 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03° 50' 04", HAVING A RADIUS OF 2540.50 FEET, A DISTANCE OF 170.02 FEET AND WHOSE LONG CHORD BEARS N 05° 29' 46" E FOR A DISTANCE OF 169.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 41° 36' 53" E FOR A DISTANCE OF 28.58 FEET TO A POINT ON A LINE; THENCE, S 85° 58' 32" E FOR A DISTANCE OF 26.33 FEET TO A POINT ON A LINE; THENCE, N 03° 52' 12" E FOR A DISTANCE OF 16.27 FEET TO A POINT ON A LINE; THENCE S 85° 23' 21" E A DISTANCE OF 583.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 9670 SQUARE FEET OR 0.222 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024..

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597832.84; EAST 1791805.70; THENCE, S 74° 08' 29" W FOR A DISTANCE OF 19.57 FEET TO A POINT ON A LINE; THENCE, S 88° 35' 02" W FOR A DISTANCE OF 51.82 FEET TO A POINT ON A LINE; THENCE, N 87° 49' 14" W FOR A DISTANCE OF 50.42 FEET TO A POINT ON A LINE; THENCE, N 86° 58' 45" W FOR A DISTANCE OF 50.03 FEET TO A POINT ON A LINE; THENCE, N 85° 15' 04" W FOR A DISTANCE OF 50.19 FEET TO A POINT ON A LINE; THENCE, N 84° 20' 29" W FOR A DISTANCE OF 49.86 FEET TO A POINT ON A LINE; THENCE, N 87° 09' 44" W FOR A DISTANCE OF 42.07 FEET TO A POINT ON A LINE; THENCE, N 87° 09' 44" W FOR A DISTANCE OF 7.65 FEET TO A POINT ON A LINE; THENCE, N 87° 41' 38" W FOR A DISTANCE OF 49.86 FEET TO A POINT ON A LINE; THENCE, N 88° 58' 47" W FOR A DISTANCE OF 50.28 FEET TO A POINT ON A LINE; THENCE, N 85° 10' 22" W FOR A DISTANCE OF 50.82 FEET TO A POINT ON A LINE; THENCE, N 79° 39' 57" W FOR A DISTANCE OF 50.17 FEET TO A POINT ON A LINE; THENCE, S 86° 53' 41" W FOR A DISTANCE OF 126.22 FEET TO A POINT ON A LINE; THENCE, S 19° 41' 14" W FOR A DISTANCE OF 39.38 FEET TO A POINT ON A LINE; THENCE, S 06° 10' 55" W FOR A DISTANCE OF 49.73 FEET TO A POINT ON A LINE; THENCE, S 05° 15' 42" W FOR A DISTANCE OF 51.04 FEET TO A POINT ON A LINE; THENCE, S 06° 28' 32" W FOR A DISTANCE OF 100.49 FEET TO A POINT ON A LINE; THENCE, S 03° 01' 33" W FOR A DISTANCE OF 50.38 FEET TO A POINT ON A LINE; THENCE, S 08° 45' 18" W FOR A DISTANCE OF 49.57 FEET TO A POINT ON A LINE; THENCE, S 02° 03' 43" E FOR A DISTANCE OF 53.74 FEET TO A POINT ON A LINE; THENCE, N 83° 01' 43" W FOR A DISTANCE OF 10.12 FEET TO A POINT ON A LINE; THENCE, N 02° 04' 16" W FOR A DISTANCE OF 53.10 FEET TO A POINT ON A LINE; THENCE, N 08° 45' 18" E FOR A DISTANCE OF 50.01 FEET TO A POINT ON A LINE; THENCE, N 03° 01' 33" E FOR A DISTANCE OF 50.15 FEET TO A POINT ON A LINE; THENCE, N 06° 28' 27" E FOR A DISTANCE OF 100.75 FEET TO A POINT ON A LINE; THENCE, N 05° 15' 42" E FOR A DISTANCE OF 50.98 FEET TO A POINT ON A LINE; THENCE, N 06° 21' 56" E FOR A DISTANCE OF 51.69 FEET TO A POINT ON A LINE; THENCE, N 19° 41' 14" E FOR A DISTANCE OF 45.09 FEET TO A POINT ON A LINE; THENCE, N 86° 23' 52" E FOR A DISTANCE OF 135.13 FEET TO A POINT ON A LINE; THENCE, S 79° 39' 57" E FOR A DISTANCE OF 50.32 FEET TO A POINT ON A LINE; THENCE, S 85° 10' 21" E FOR A DISTANCE OF 17.29 FEET TO A POINT ON A LINE; THENCE, S 85° 10' 21" E FOR A DISTANCE OF 32.71 FEET TO A POINT ON A LINE; THENCE, S 87° 56' 37" E FOR A DISTANCE OF 108.23 FEET TO A POINT ON A LINE; THENCE, S 87° 56' 37" E FOR A DISTANCE OF 41.85 FEET TO A POINT ON A LINE; THENCE, S 84° 21' 09" E FOR A DISTANCE OF 50.02 FEET TO A POINT ON A LINE; THENCE, S 85° 14' 46" E FOR A DISTANCE OF 49.96 FEET TO A POINT ON A LINE; THENCE, S 87° 24' 03" E FOR A DISTANCE OF 99.83 FEET TO A POINT ON A LINE; THENCE, N 88° 35' 02" E FOR A DISTANCE OF 21.97 FEET TO A POINT ON A LINE; THENCE S 85° 23' 21" E A DISTANCE OF 48.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 10173 SQUARE FEET OR 0.234 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024..

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597884.78; EAST 1791161.70; THENCE, S 85° 23' 21" E FOR A DISTANCE OF 13.65 FEET TO A POINT ON A LINE; THENCE, S 03° 52' 12" W FOR A DISTANCE OF 16.27 FEET TO A POINT ON A LINE; THENCE, N 85° 58' 32" W FOR A DISTANCE OF 26.33 FEET TO A POINT ON A LINE; THENCE N 41° 36' 53" E A DISTANCE OF 20.71 FEET TO THE POINT OF BEGINNING.

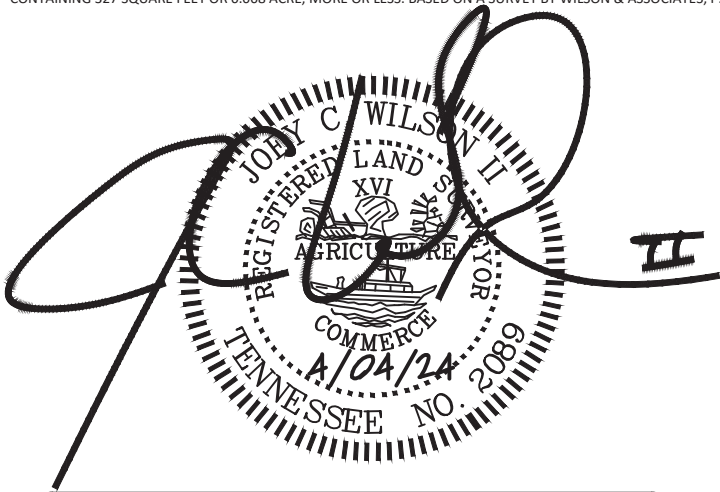
CONTAINING 327 SQUARE FEET OR 0.008 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 04, 2024..

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED R.O.W.

10830 SQ.FT.

PROPERTY LOCATION:
0 Waldron Road
La Vergne, TN (Rutherford County)





WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

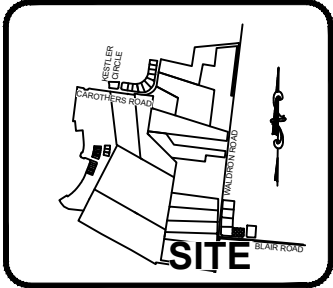
108 Beasley Drive
Franklin, TN
37064
615.794.2275



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

Date: 4/4/2024
Scale: 1" = 50'
Drawn: AS
Job No.: 21-1724

EXHIBIT LOT-48



VICINITY MAP
NOT TO SCALE

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 20'

MATCHLINE SEE SHEET 2

10' TEMPORARY
CONSTRUCTION
EASEMENT

TEMPORARY CONSTRUCTION
EASEMENT
0.045 ACRES
1949 SQ.FT

ROW DEDICATION
0.030 ACRES
1294 SQ.FT

BLAIR ROAD

ROBERT MARK CURRAN &
WIFE, SHERRY LYNN CURRAN
MAP 0290 GROUP A
PARCEL 022.00
P.B. 7 PG 128
D.B. 530 PG 546

PERMANENT
SLOPE EASEMENT
0.054 ACRES
2368 SQ.FT

POB (TEMPORARY
CONSTRUCTION
EASEMENT)
N:597947.28
E:1791335.36

JOHN E MARTIN &
WIFE, MARGARET
ANN MARTIN
MAP 0290 GROUP A
PARCEL 039.00
D.B. 330 PG 750

POB (PERMANENT
SLOPE EASEMENT)
N:597934.01
E:1791335.10

POB (R.O.W.)
N:597926.64
E:1791334.96

PROPOSED R.O.W

1294 SQ.FT.

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES:

1) THIS IS NOT A GENERAL PROPERTY SURVEY AS
DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF
WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPERTY LOCATION:
820 Walnut Ridge Drive
La Vergne, TN (Rutherford County)

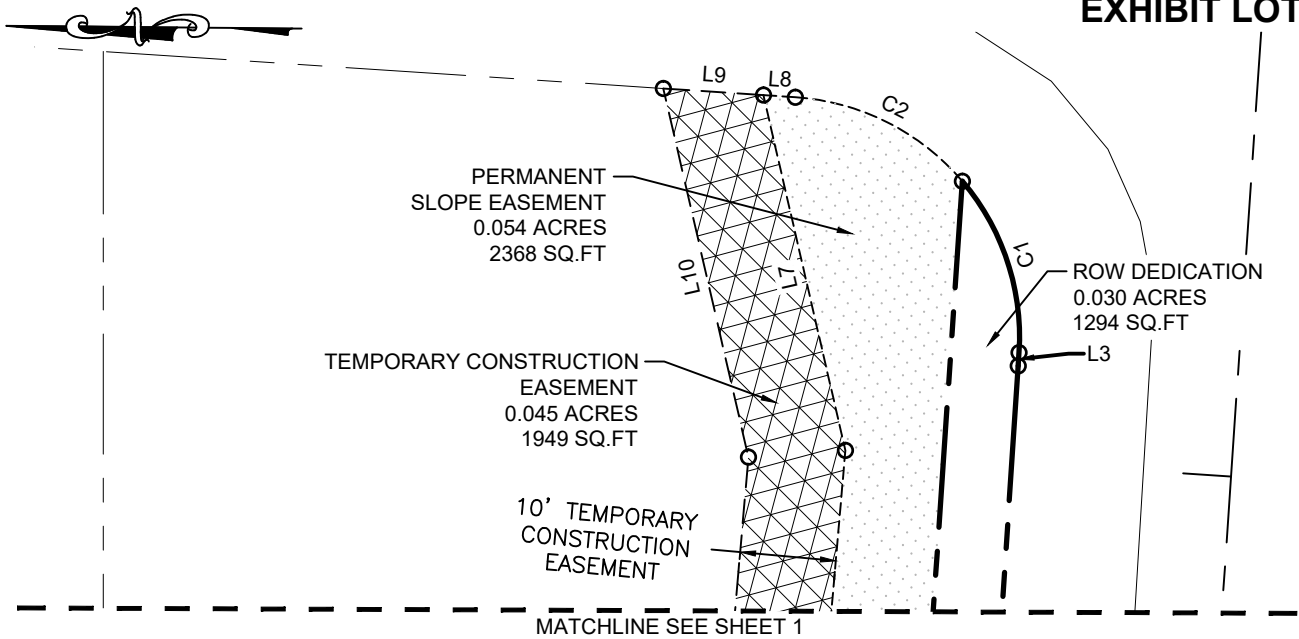


108 Beasley Drive
Franklin, TN
37064
615.794.2275



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

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724



Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	7.38'	N1°06'32"E	L7	37.98'	N77°00'22"E	L4	165.61'	N86°13'16"W	L10	39.41'	N77°00'22"E
L2	184.76'	S86°07'41"E	L8	3.33'	S3°46'44"W	L5	13.27'	N1°06'32"E	L11	155.73'	S85°02'02"E
L3	1.39'	N86°13'16"W	L9	10.44'	S3°46'44"W	L6	156.63'	S85°02'02"E	L12	10.02'	N1°06'32"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	19.27'	25.00'	44° 10' 13"	S71° 41' 38"W	18.80'
C2	20.00'	25.00'	45° 49' 47"	S26° 41' 38"W	19.47'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

PROPOSED DESCRIPTIONS:
A RIGHT OF WAY RUNNING ACROSS LAND LYING ON THE EAST SIDE OF WALDRON ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF WALDRON ROAD AND BLAIR ROAD, BEING PART OF THE LAND DEEDED TO ROBERT MARK CURRAN AND WIFE, SHERRY LYNN CURRAN BY DEED BOOK 530 PAGE 546 IN PLAT BOOK 7, PAGE 128, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

R.O.W. DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597926.64; EAST 1791334.96; THENCE, N 01° 06' 32" E FOR A DISTANCE OF 7.38 FEET TO A POINT ON A LINE; THENCE, S 86° 07' 41" E FOR A DISTANCE OF 184.76 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 44° 10' 13", HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 18.80 FEET AND WHOSE LONG CHORD BEARS S 71° 41' 38" W FOR A DISTANCE OF 18.80 FEET; THENCE, N 86° 13' 16" W FOR A DISTANCE OF 1.39 FEET TO A POINT ON A LINE; THENCE N 86° 13' 16" W A DISTANCE OF 165.61 FEET TO THE POINT OF BEGINNING.

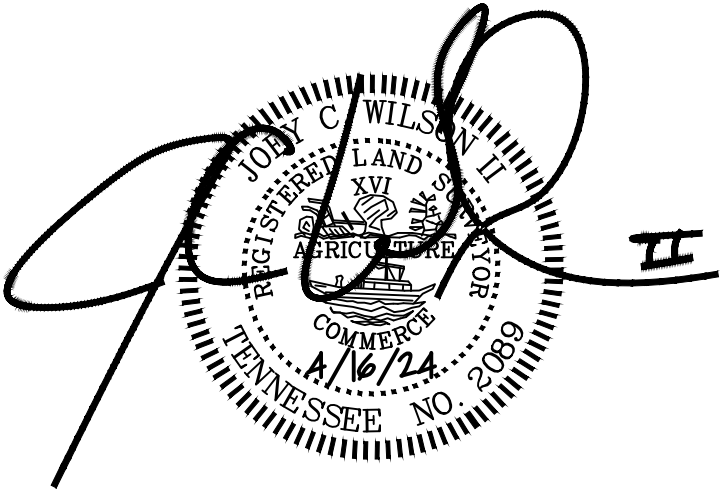
CONTAINING 1294 SQUARE FEET OR 0.030 ACRES, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597934.01; EAST 1791335.10; THENCE, N 01° 06' 32" E FOR A DISTANCE OF 13.27 FEET TO A POINT ON A LINE; THENCE, S 85° 02' 02" E FOR A DISTANCE OF 156.63 FEET TO A POINT ON A LINE; THENCE, N 77° 00' 22" E FOR A DISTANCE OF 37.98 FEET TO A POINT ON A LINE; THENCE, S 03° 46' 44" W FOR A DISTANCE OF 3.33 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 45° 49' 47", HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 20.00 FEET AND WHOSE LONG CHORD BEARS S 26° 41' 38" W FOR A DISTANCE OF 19.47 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N 86° 07' 41" W A DISTANCE OF 184.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2368 SQUARE FEET OR 0.054 ACRES, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 597947.28; EAST 1791335.36; THENCE, N 01° 06' 32" E FOR A DISTANCE OF 10.02 FEET TO A POINT ON A LINE; THENCE, S 85° 02' 02" E FOR A DISTANCE OF 155.73 FEET TO A POINT ON A LINE; THENCE, N 77° 00' 22" E FOR A DISTANCE OF 39.41 FEET TO A POINT ON A LINE; THENCE, S 03° 46' 44" W FOR A DISTANCE OF 10.44 FEET TO A POINT ON A LINE; THENCE, S 77° 00' 22" W FOR A DISTANCE OF 37.98 FEET TO A POINT ON A LINE; THENCE N 85° 02' 02" W A DISTANCE OF 156.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1949 SQUARE FEET OR 0.045 ACRES, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON APRIL 16, 2024.



GENERAL NOTES:
1) THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

PROPOSE R.O.W
1294 SQ.FT.
PROPERTY LOCATION:
820 Walnut Ridge Drive
La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 2 OF 2

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

Date: 4/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

Exhibit 2

City of La Vergne Tennessee Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **“Consulting Services for Right-of-Way Acquisition Services for the Blair Road Extension from Carothers Road to Waldron Road”**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$320,000.

2.02- Basis of Compensation

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

2.03- Change Orders

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

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

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 300 calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

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

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- C. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"
 - 7. Invoice date
 - 8. Signature block for Consultant project manager
 - 9. Signature block for City project manager
 - 10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

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

4.04 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

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

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars (\$500,000) per employee for bodily injury by accident, five hundred thousand dollars (\$500,000) per employee for bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit for disease
 4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

Section 10- Termination and Suspension

10.01- Suspension

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

10.02- Termination for Cause

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

10.03- Termination for convenience

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

10.04- Payment following termination

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

Section 11- Controlling Law and Dispute Resolution

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

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

legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Force Majeure

14.01- Force Majeure

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

Section 14- Entire Agreement and Amendment

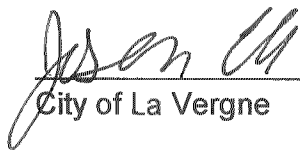
15.01- Entire Agreement

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

15.02- Amendment

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

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



City of La Vergne

By: Jason Cole
Mayor



Croft and Associates LLC

By: Dianna Khosa
Owner / President

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services includes but is not limited to:

- Meeting between the City and the Consultant.
 - Initial development of subject files to include the subject's title data and any pertinent data found in public records.
 - Include in each subject file any pertinent maps of the subdivision, subject and/or area, and subject pictures.
 - The provided easement drawings and legal description will be reviewed for errors, and returned for corrections, if any. These items will be included in the subject file.
 - Title opinion letter (30 year search), acquisition documents, and closing for *twenty-six (26) tracts.
 - All acquisition documents will be created and presented to the City for approval.
 - Market study with Nominal Payment Parcel (NPP) consideration and/or appraisals for *twenty-six (26) tracts.
 - Quality Check (QC) of all appraisals, title opinion letters, and documents.
 - Meeting with the City to review the market study and approve suggested valuation and approach (NPP or appraisal) of each tract. Spreadsheet will be provided with details.
 - Development of an acquisition process between the City and the Consultant.
 - Notifications, acquisition, and file package deliverables of *twenty-six (26) tracts.
 - Review of City's procedures for condemnation process.
 - Presentation of closing packet to be delivered to the City.
 - Final project close-out with the City.
- * Tracts identified on provided plans and exhibits from the City. Any additional tracts will require a change of scope.

EXHIBIT B

FEE SCHEDULE

An invoice will be provided for work performed on a deliverable basis.

The first invoice will be presented approximately 30 to 45 days after the signature and approval of the Professional Services Agreement (PSA) and Notice to Proceed. Each invoice thereafter will be presented monthly in accordance with Section 4 – Payment of the PSA.

The invoice will include fees for work completed as follows in accordance with Exhibit C and Section 3 – Schedule of the PSA.

Fees listed below are based on the twenty-six (26) tracts requiring acquisitions shown on the ROW Acquisition Table provided.

Only work completed will be billed*.

1. Consultations and procedure reviews	\$ 10,000.00
2. Market Study	\$ 6,000.00
3. Appraisals**	\$ 76,000.00
a. Nineteen (19) tracts at \$4,000 each	
4. Appraisals - Complex**	\$ 35,000.00
a. Seven (7) tracts at \$5,000 each	
5. Quality Check (QC) of Appraisals	\$ 13,000.00
6. Title and Closing Services	\$ 39,000.00
7. Notifications, Acquisition and file package deliverable	\$130,000.00
a. Twenty-Six (26) tracts at \$5,000 each	

Total	\$309,000.00
--------------	---------------------

*Total NOT TO EXCEED	\$320,000.00
-----------------------------	---------------------

*Acquisition fees for tracts pulled off of will be invoiced partial for file preparation and in full if the tract has been distributed to land agent.

**Appraisal rates are based on the following assumptions: Market Study, 7 complex appraisals, and 19 non-complex appraisals. Appraisals will be billed based on the complexity of each tract as determined at the time of the on-site inspection.

Should the assumed quantities change, the City will be billed based on the actual appraisals provided, which may require a change order if complex appraisals exceed seven (7).

NPP's are included in the Market Study rate. Should NPP's be determined and approved by the City, billing will be reduced accordingly.

Additional fees may apply should eminent domain be utilized and trial preparations be necessary. Fees will be calculated on a case-by-case basis.

EXHIBIT C

TIME SCHEDULE

Deliverable	Estimated Duration from NTP
Appraisals	100 +/- days
QC Appraisal and Submit for Approval (Submitted as completed in batches)	30 +/- days
Consultation, Procedure Development, Title and File Preparation*	45 +/- days
Acquisition (Begins immediately after Appraisals or NPP is approved by the City)	170 +/- days
Closing and Recording of Easement	30 +/- days

*Work performed simultaneous to other deliverables.

The above time frames are subject to: inclement weather; obtaining all approved, requested, and/or corrected documents in a timely manner; maintaining a good line of communication between the City and Consultant for incidentals.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270	CONTACT NAME: Select Commercial	
	PHONE (A/C, No, Ext): 855 874-0777	FAX (A/C, No):
E-MAIL ADDRESS: selectcommercial@usi.com		
INSURED Croft and Associates LLC 4711 Trousdale Dr, Ste 121 Nashville, TN 37220	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
	INSURER B: Hartford Accident and Indemnity Co	
	INSURER C: Underwriters at Lloyd's London	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20SBABB1189	12/29/2022	12/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAZ4AFF	07/30/2023	12/29/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab			CSIB0028900	01/16/2023	01/16/2024	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an additional insured regarding the general liability per written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

City of La Vergne 5093 Murfreesboro Road La Vergne, TN 37086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 13. Motion to Appoint a City Judge Pro-Tempore for the June 26, 2024 Court Date.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This motion will appoint a temporary city judge for the June 26, 2024 court date.

Background Information:

Judget Cartwright is unable to be present for the June 26, 2024 court date due to other commitments. Instead of closing the date, he has arranged for Judge Ewing Sellars, the Municipal Court Judge for the City of Murfreesboro, to step in for him on that date. Section 3-208 of the La Vergne Municipal Code requires that this temporary appointment be approved by the Board of Mayor and Aldermen.

Judge Sellars profile on the Tennessee Administrative Office of the Courts can be found at <https://www.tncourts.gov/courts/judges/ewing-sellers-1>.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends that Judge Ewing Sellars be appointed as City Judge Pro-Tempore for the June 26, 2024 court date.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 2, 2024

Item #: 14. Motion to Approve the Purchase of a Total Organic Carbon (TOC) Analyzer for the Water Treatment Plant.

Department: Water Treatment Plant

Presented By: Danny Campbell, Kyle Brown

Item Attachments: 1. Proposal - TOC Analyzer

Summary:

This will authorize the purchase of a Total Organic Carbon Analyzer for the Water Treatment Plant using GSA Contract pricing.

Background Information:

The Water Treatment Plant needs to replace their Total Organic Carbon (TOC) Analyzer. The attached sales proposal is from Shimadzu and it is based on GSA Contract #47QSWA22D005Y which expires on May 31, 2027.

Financial Summary:

The cost of the TOC Analyzer is \$40,173.59 and the extended warranty is \$2,430 for a total cost of \$42,603.59. The funds are already allocated in the budget for FY 2023-2024.

Staff Recommendation:

Staff recommends approval.

Customer:

Daniel Campbell
Inframark
700 Bon Aqua Dr
La Vergne, TN 37086
Phone: (615) 625-8676
Fax:
E-mail: daniel.campbell@inframark.com

Sales Engineer:

David Morrissey
Shimadzu Scientific Instruments
1 TW Alexander Drive, Suite 100
Durham, NC 27703
Regional Office: (800) 951-9167 Ext.
Direct Dial:
E-mail: dcmorrissey@shimadzu.com

Sales Proposal

Quotation: SSI-234977-B2R0 Rev. 1

Expiration: 5/31/2024

Quote Description:

Proposed Ship Date: 30 Days/ARO

FOB: COLUMBIA

Ship Method: BEST WAY

Shipping Terms: PREPAID & ADD

Incoterms:

Additional Information:

- The IFF of .75% has been added to the price of all MAS items under GSA Contract No. 47QSWA22D005Y which expires May 31st, 2027. SSI's UEI is HJLSXV81TRX5.

For proposal questions or modifications, please contact your sales representative.

For Order Placement:

Reference Quotation Number on Purchase Order

Please note that state taxes, local taxes and freight, if applicable, will be added at invoicing.
Forward official tax exempt documentation if applicable.

Thank you for your interest in Shimadzu Scientific Instruments.

Shimadzu Scientific Instruments
7102 Riverwood Drive, Columbia, MD 21046
Toll Free: 800-477-1227
Local: 410-381-1227 Fax: 410-381-6781
E-mail: customer.service@shimadzu.com

Authorization Signature*



Faith Hays

Date: 4/5/2024

*Sales Proposal is not valid without Authorized Signature.

International:
Fax: 410-309-6130
E-mail: icsc@shimadzu.com

Sales Quotation - please reference the quotation when submitting purchase order.

TOC-4200

	Product #	Qty	Description	Price Per Unit	GSA Ext'd	On Contract
1	638-91107-58	1	TOC-4200 On-Line Total Organic Carbon Analyzer	\$36,780.00	\$28,315.59	Yes
2	638-93214-42	1	Multi-Stream Suspended Solids Sampling Unit (2 flow line)	\$7,332.00	\$6,598.80	No
3	638-10308-41	1	Stand Kit for TOC-4200	\$1,539.00	\$1,385.10	No
4	638-40252-00	1	Purge Kit for TOC-4200.	\$195.00	\$175.50	No
5	638-57176-41	1	Standard Solution Switching Kit 2 for TOC-4200	\$1,100.00	\$990.00	No
6	638-79078-41	1	Optional Terminal (2) kit (ROHS-compliant), TOC-4200	\$1,014.00	\$912.60	No
7	638-92310-03	1	Consumable Set A, TOC-4200	\$1,796.00	\$1,796.00	No
8	TIER 2 I&F	1	Tier 2 Installation and Customer Familiarization	\$2,613.00	\$0.00	No
9	1YW	1	1 YEAR WARRANTY	\$0.00	\$0.00	No

Total List Price:	\$52,369.00
GSA Extended Price:	\$43,904.59
Total Line Item Discount:	\$3,731.00
Quote Sub-Total:	\$40,173.59
Total Amount:	\$40,173.59

By placing an Order for any Products related to this Sales Proposal and Quotation, Customer agrees to the terms and conditions at <https://www.ssi.shimadzu.com/terms/General-Terms-Conditions-of-Sale.html>, which are incorporated herein and applicable hereto. SSI reserves the right to update its Terms and Conditions at any time, however the terms and conditions in effect at the date of delivery of Products related to this Sales Proposal and Quotation shall apply to that purchase.

Service Agreement Plans Available

As Quoted

Quantity	Plan Name	Plan Price	Disc't %	Ext'd Price	Products Covered
1	Preventative Maintenance	\$1,840.00	10.00%	\$1,656.00	TOC-4200 On-Line Total Organic Carbon Analyzer
1	Extended Warranty	\$2,700.00	10.00%	\$2,430.00	TOC-4200 On-Line Total Organic Carbon Analyzer

Descriptions of Service Coverage

Preventative Maintenance

Preventative Maintenance (PM) visits will be scheduled by SSI at the mutual convenience of the buyer and SSI, or performed during any other service visit. PM visits, when provided under this Agreement, may include necessary cleaning, adjustments, verification, lubrication and parts replacement according to the PM checklist. Labor, travel expenses, and selected consumable parts will be included during the PM visit at no additional cost to the buyer.

Premium Preventative Maintenance

Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. This Premium PM will be performed by SSI according to established SSI procedures. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. A travel zone fee is added to the agreement to cover travel costs. Purchase of the Premium PM option does not excuse Customer from performing normal daily, weekly or monthly maintenance that may be required.

Extended Warranty

Extended Warranty coverage includes all labor and parts (excluding consumables) necessary to restore the products to operating specifications.

This coverage level is not available for MS products and the associated turbo and roughing pumps. The MS products require a coverage level which includes a Premium PM.

Extended Warranty Plus

A combination of one scheduled Premium PM visit and Extended Warranty Coverage. Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. The extended Warranty Includes all labor and parts (excluding consumables outside of PM) necessary to restore the products to operating specifications. A travel zone charge is added to the contract to cover travel costs. In the event of a covered product failure, SSI will use its best effort to provide on-demand service.

Premium Total Coverage

This level of agreement provides the customer with a level of coverage includes all labor and non-consumable parts, a Premium PM visit, and in addition provides for the replacement of consumable parts outside of a PM visit at no additional cost to the buyer. Use of this level of Service will be monitored by SSI and in the event that the buyer's use does not exceed two visits during the effective dates of the agreement, the buyer will be entitled to an agreed upon rebate at the end of the agreement term. This rebate must be applied to the purchase of future service agreements or other services offered by SSI.

Three Year Value Plan

Three Year Value Plan Service Agreement:

Following system installation, provides 3 consecutive years of FULL warranty coverage, Customer Care follow-up Year1, and Scheduled Premium Preventative Maintenance (PPM) on-site service during Year2 and Year3.

Sales Quotation - please reference the quotation when submitting purchase order.

Line Item Descriptions

Product # Description

TOC-4200

638-91107-58 TOC-4200 On-Line Total Organic Carbon Analyzer

A color touch screen on-line Total Organic Carbon (TOC) analyzer with wall mounted, NEMA 12, steel construction enclosure. System includes Non-Dispersive Infrared (NDIR) detector for carbon analysis. System can analyze Total Carbon (TC), Non-Purgeable Organic Carbon (NPOC) also referred to as acidify and sparge TOC. Automatic calibration up to 5-point curve from a single high standard solution. Measuring ranges are 0-5 ppm to 0-1,000 ppm for carbon. Using the on-board dilution function extends the linear dynamic range to 20,000 ppm for carbon. TOC samples can be measured every 4 minutes. Optional high sensitivity option can measure in the 0-1 ppm range. The on-board air purifier eliminates the need for expensive and dangerous gas cylinders as standard house air can be used as the carrier gas. The proven combustion oxidation method (680 degree Celsius with a Platinum catalyst) reduces maintenance time and cost as chemicals are not required for Total Carbon analysis. System REQUIRES selection of number of sample streams and sample type (with or without suspended solids).

638-93214-42 Multi-Stream Suspended Solids Sampling Unit (2 flow line)

The Suspended Solids Sample Introduction System employs a Sample Thief that eliminates the need for expensive filters when analyzing particulated sample streams. This system introduces sample then mechanically breaks down larger particulates with a bladed homogenizer. To eliminate carryover the system rinses the introduction system before and after samples are collected. The multi-stream stream selector can accommodate up to 6 streams on one instrument, thus reducing the overall capital cost.

638-10308-41 Stand Kit for TOC-4200

TOC-4200 Floor Stand.

638-40252-00 Purge Kit for TOC-4200.

638-57176-41 Standard Solution Switching Kit 2 for TOC-4200

The Standard Solution Switching Set allows the automatic calibration of multi-point regressions or generate two different calibration curves. For use with TOC-4200.

638-79078-41 Optional Terminal (2) kit (ROHS-compliant), TOC-4200

638-92310-03 Consumable Set A, TOC-4200

Consumable Set A, TOC-4200

TIER 2 I&F Tier 2 Installation and Customer Familiarization

Tier 2 Installation and Customer Familiarization.

1YW 1 YEAR WARRANTY

1 YEAR WARRANTY



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: APRIL 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Vacant (Alfred "Al" Lane)		April 30, 2025
Laura Ward	June 2023	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026

The term for Laura Ward will expired on April 30, 2024. She would like to remain on this committee. Also, Alfred Lane resigned from this committee, so this is a vacant position. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications.

Current Applicant:

- Laura Ward



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M E M O

DATE: APRIL 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BOARD OF ZONING APPEALS

Board of Zoning Appeals

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Graeme Coates - Chairman	November 2007; February 2011	January 31, 2028
Craig Pollock - Vice-Chairman	October 2011	January 31, 2028
Charles Jones	July 2021	January 31, 2025
Vacant (Alfred Lane)		January 31, 2026
Terrence Smith	February 2021	January 31, 2027

The terms for Alfred Lane is vacant due to his resignation. We have been advertising this position on Channel 3 and Social Media and have received one application.

Current Applicants:

- Justin Greer

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

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

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

APPLICANT INFORMATION

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

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

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

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Milford Christian Academy	Ohio State University	Nashville School of Law
City, State	Milford, OH	Columbus, OH	Nashville, TN
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☒ 2 ☐ 3 ☐ 4
Course of Study	N/A	Economics	Juris Doctorate
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

EXPERIENCE

Current Occupation:	Scheduler
List any experience that would apply to the Board or Committee you are applying for:	I am currently a student at the Nashville School of Law. The education and critical thinking skills this experience provides would help me in my service to this board.
Municipal Boards / Committees on which you currently serve:	Economic Development Advisory Board
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	There have been a lot of exciting changes and updates to the city over the last couple of years and at the heart of those changes seems to be a look to the future. I would like be involved with that focus and the board of zoning appeals seems to be a great place to serve in that purpose. Additionally, I believe the practice in application of the zoning rules would complement my studies.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Andrew Kolinko		10	
2	Brian Peterson		2	
3	Chad Bush		4	

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

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

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

Signature: Justin Greer

Date: 4-14-24

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

Justin Greer

La Vergne, TN

EDUCATION

EDUCATION

BS Economics – The Ohio State University
JD – Nashville School of Law – Class of 2026

RELEVANT PROFESSIONAL EXPERIENCE

2022 –
Present

Commercial Scheduler – Delek US, Brentwood, TN

Monitor several products, origins, destinations, and shipping lanes for Natural Gas Liquids demand and coordinate delivery with all parties. Constant communication with vendors and customers to promote beneficial relationships.

2021 –
2022

Sales/Encoding – Ecard Systems – Brentwood, TN

Work with customers to create cards that best represented their business. Encoded thousands of cards with financial data and prepared for shipment.

2014 –
2020

Terminal Manager/Scheduler – Energy Transfer Partners, Columbus, OH/Houston, TX

As a terminal manager, oversaw day to day operations of multiple terminal locations. Areas of interest included budget management, inventory control, customer interaction. Was then moved to Houston, TX for role as commercial scheduler

As a commercial scheduler, monitored several locations for butane demand and coordinated delivery with all parties from various origins to destination.

2006 –
2010

Parachute Rigger – US Army, Ft Campbell, KY

Pack parachutes for personnel and heavy drop exercises. Graduate of Airborne, SERE, Green Platoon, and participated as a member of the winning team for LeapFest International parachuting competition in 2008.

SKILLS & ABILITIES

- Excellent written and verbal communication skills
- Highly adept at time management and concurrent task management
- Innately curious, with an ability to research and find answer independently
- Comfortable with standard office applications (Excel, Word, Powerpoint, etc.)

ACCOMPLISHMENTS

- Participated in contracted position with SRVH Law Firm in Nashville for document review for a pending case.
- Deployed twice to Iraq/SERE and Airborne qualified
- Member of the Economic Development Board in La Vergne, TN.



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M E M O

DATE: APRIL 30, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Economic Development Advisory Committee		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Jason Cole - Chairman (BOMA)	December 2022	Term of Office
Graeme Coates	February 2023	June 30, 2027
Vacant (Floyd Dennis)		June 30, 2025
Justin Greer	July 2022	June 30, 2026
Nathaniel Holzmman	November 2018	June 30, 2027
Daniel Pazyh	August 2019	June 30, 2027
Eric Tuttobene	March 2013	June 30, 2024

There is a vacancy on this committee due to the resignation of Floyd Dennis. We have started advertising this position on Channel 3 and Social Media, but have not received any applications. If we do not receive any applications by Tuesday, May 7, 2024, I will remove this item from the agenda.



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M E M O

DATE: APRIL 30, 2024

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
Ashley Bruley	March 2024	December 31, 2026
Lee Hoagland	April 2024	December 31, 2027
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office
Vacant (John "Wade" Dever)		December 31, 2024

We still have one vacancy on this committee due to a resignation. We have been advertising the position on Channel 3 and Social Media, but we have not received any applications. If I do not receive any applications by Tuesday, May 7, 2024, I will remove this item from the agenda.