

WORKSHOP AGENDA

Board of Mayor and Aldermen

May 30, 2024 @ 6:30 PM

For the June 4, 2024 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Alderman Haas.
- Presentation of Colors - Fire Department Honor Guard. (Meeting only.)
- Pledge of Allegiance by Alderman Waldron.

ORDER OF BUSINESS

1. Approve Minutes: May 2, 2024 Workshop and May 7, 2024 Regular Meeting.
2. Presentations:
 - A. Citizen Commendation Award - James Snyder. (Meeting only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #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. (A public hearing will be held on Tuesday, June 4, 2024 at 6:30 p.m.)
6. Second Reading - **Ordinance #2024-07** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing 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.)

7. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:

1. Request for Qualifications - Storm Water Monitoring Consultant.
2. BuyBoard Contract Purchase - Ballistic Vests for the Police Department.
3. Sourcewell Contract Purchase - Office Supplies, Breakroom Supplies and Furniture from Staples.
4. Sourcewell Contract Purchase - Generator Maintenance.
- B. Approve Annual Renewal of the Smarsh Service Agreement.
- C. Approve Public Entity Partners (PEP) Insurance Renewal for FY 2024-2025.
- D. Approve Annual Contract with TDOT for the Maintenance of Murfreesboro Road.
- E. Approve a Contract from Kimley-Horn Engineering for Professional Asset Management Services.
- F. Approve Change Order No. 5 with Romach Construction Company for the Construction of the New Fire Station #41 / Headquarters.
- G. Approve Quote from Tyler Technologies for the Enterprise Permitting and Licensing Decision Engine Module.
- H. Approve Quote from Tyler Technologies to Use Tyler Payments as the Credit Card Processor for the EnerGov Permitting System.

NEW BUSINESS

8. First Reading - **Ordinance #2024-08** - An Ordinance to Amend Title 20, Chapter 2, Section 20-204(13) of the La Vergne Municipal Code Regarding Park Hours.
9. First Reading - **Ordinance #2024-09** - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 3 - Senior Citizens Advisory Committee.
10. First Reading - **Ordinance #2024-10** - An Ordinance to Amend Title 18, Chapter 4, Section 18-406 of the La Vergne Municipal Code Regarding Service Connect Fees.
11. First Reading - **Ordinance #2024-11** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
12. **Resolution #2024-15** - A Resolution of the City of La Vergne to Appropriate Funds to Nonprofit Organizations for Fiscal Year 2024-2025.
13. **Resolution #2024-16** - A Resolution to Accept Section 2 of the Finch Branch Subdivision. (Received a favorable recommendation from the Planning Commission on May 28, 2024.)
14. **Resolution #2024-17** - A Resolution to Name the New Fire Station #41 / Headquarters in Honor of Richard "Ricky" McCormick.
15. Motion to Approve an Amended and Restated Water Operation and Maintenance Agreement with Inframark, LLC.

16. Appoint or Remove Board / Committee Members:
- A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Economic Development Advisory Committee. (One term is vacant; One term expires 6/30/24.)
 - C. Local Emergency Planning Committee. (One term is vacant.)
 - D. Parks and Recreation Advisory Committee. (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 MAY 2, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The May 2, 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, and Alderman Dennis Waldron.

Mayor Cole stated that the prayer would be led by Vice-Mayor Steve Noe and that Alderman Hobbs would lead the Pledge of Allegiance at the Regular Meeting on May 7, 2024.

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.**

No action was taken.

2. **Presentations:**
 - A. **Certificates of Recognition – LHS Boys Basketball Team.**

Mayor Cole presented 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 May 7, 2024 regular meeting. No action was taken.

OLD BUSINESS

5. **Second 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.

CONSENT AGENDA

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).**

Mayor Cole explained each item.

Mr. Doug Oakley, with the Public Works Department, approached the podium and spoke about the brush truck. A discussion ensued.

Mr. Jaimi Ensey, a representative of Griggs and Maloney, approached the podium and explained the amendment to the engineering agreement for the SCADA project. A discussion ensued.

City Engineer Gary Lide approached the podium and explained the amendment to the engineering agreement with Kimley-Horn for the Blair Road West Extension Project. A discussion ensued.

No action was taken.

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.**

Mayor Cole explained the ordinance.

Finance Director Phillis Rogers approached the podium and spoke about the new proposed budget and the water and sewer rate increases. A discussion ensued.

No action was taken.

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

Mayor Cole explained the ordinance.

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

No action was taken.

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

Mayor Cole explained the resolution.

No action was taken.

10. **Resolution #2024-12 - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2024.**

Mayor Cole explained the resolution.

No action was taken.

11. **Resolution #2024-13 – A Resolution to Authorize the Mayor to Negotiate a Settlement Agreement for Presentation to the Board of Mayor and Aldermen.**

Mayor Cole explained the motion.

No action was taken.

12. **Resolution #2024-14 - A Resolution to Approve a Land Acquisition Policy for the Blair Road West Project.**

Mayor Cole explained the resolution.

No action was taken.

13. **Motion to Appoint a City Judge Pro-Tempore for the June 26, 2024 Court Date.**

Mayor Cole explained the motion.

No action was taken.

14. Motion to Approve the Purchase of a Total Organic Carbon (TOC) Analyzer for the Water Treatment Plant.

Mayor Cole explained the motion.

No action was taken.

15. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. (One vacancy and one term expires 4/30/2024) Mayor Cole spoke about the committee and vacancy.

B. Board of Zoning Appeals. (One term is vacant) Mayor Cole spoke about the Board and the vacancy.

C. Economic Development Advisory Committee. (One term is vacant) Mayor Cole spoke about the committee and vacancy.

D. Stormwater Appeals and Advisory Board. (One term is vacant) Mayor Cole spoke about the Board and vacancy.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron reminded everyone to check on their pets and the elderly. He made comments about the Board.

Alderman Hobbs thanked City Engineer Gary Lide, Assistant City Administrator Kyle Brown, and Police Chief Chris Moews for helping with a codes issue.

Alderman Haas made comments about the Senior Center.

Mayor Cole asked everyone to keep the Lane family in their prayers. He thanked everyone for coming to the prayer breakfast.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:26 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 MAY 7, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The May 7, 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 Vice-Mayor Noe. The Pledge of Allegiance was led 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.**

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the March 28, 2024 Workshop, April 2, 2024 Regular Meeting, April 4, 2024 Budget Workshop, April 9, 2024 Budget Workshop, and the April 23, 2024 Budget Workshop, 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 and Ms. Danielle Brown gave the report for the Finance Department.

OLD BUSINESS

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

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2024-05 on second reading, was adopted following a roll-call vote.

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

Alderman Waldron left the meeting.

CONSENT AGENDA

5. 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).**

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

NEW BUSINESS

- 6. 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.**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2024-06 on first reading.

Vice-Mayor Noe and Mayor Cole made comments about the budget. A discussion ensued.

Alderman Waldron returned to the meeting.

The motion was adopted following a roll-call vote.

Alderman Waldron	NO
Alderman Hobbs	AYE
Alderman Haas	AYE

Vice-Mayor Noe	AYE
Mayor Cole	AYE

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

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

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

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

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2024-11, was adopted following a roll-call vote.

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

9. **Resolution #2024-12 - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2024.**

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Resolution #2024-12, was adopted following a roll-call vote.

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

10. **Resolution #2024-13 – A Resolution to Authorize the Mayor to Negotiate a Settlement Agreement for Presentation to the Board of Mayor and Aldermen.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve

Resolution #2024-13.

Mayor Cole made comments about the resolution.

The motion was adopted following a roll-call vote.

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

11. Resolution #2024-14 - A Resolution to Approve a Land Acquisition Policy for the Blair Road West Project.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2024-14, was adopted following a roll-call vote.

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

12. Motion to Appoint a City Judge Pro-Tempore for the June 26, 2024 Court Date.

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve a City Judge Pro-Tempore for the June 26, 2024 court date, was adopted following a roll-call vote.

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

13. Motion to Approve the Purchase of a Total Organic Carbon (TOC) Analyzer for the Water Treatment Plant.

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve the purchase of a Total Organic Carbon Analyzer.

Alderman Waldron asked Ms. Rogers if this was for this budget year. Ms. Rogers stated yes.

The motion was adopted following a roll-call vote.

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

14. Appoint or Remove Board / Committee Members:

- A. Beautification and Arts Advisory Committee.** Mayor Cole appointed Laura Ward to the Beautification and Arts Advisory Committee. The board confirmed the appointment with all voting AYE, except Alderman Waldron, who voted NO
- B. Board of Zoning Appeals.** Mayor Cole appointed Justin Greer to the Board of Zoning Appeals. The Board confirmed the appointment with all voting AYE.
- C. Stormwater Appeals and Advisory Board.** Mayor Cole appointed Stacy Lanker to the Stormwater Appeals and Advisory Board. The Board confirmed the appointment with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron reminded everyone to check on their pets and the elderly. He also wished Executive Assistant Juliet Williams a happy birthday.

Alderman Hobbs thanked staff for working on the budget and reminded everyone about the Touch-a-Truck event.

Alderman Haas made comments about the budget. She thanked Phillis Rogers and welcomed the new Finance Director Danielle Brown. She reminded everyone about the Touch-a-Truck event and block party.

Vice-Mayor Noe made comments about social media posts about events in the community. He spoke about the upcoming Library events and Touch-a-Truck event.

Mayor Cole reminded everyone about the block party. He thanked staff for working on the budget. He made comments about the social media posts regarding our citizens loving this city. He also wished Juliet Williams a happy birthday.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:39 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 5. Second 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. (A public hearing will be held on Tuesday, June 4, 2024 at 6:30 p.m.)

Department: Finance

Presented By: Phillis Rogers, Danielle Brown

Item Attachments: 1. Ordinance #2024-06
 2. Proposed Budget - FY 2024-2025

Summary:

 This is the ordinance to adopt the budget and set the tax rate for the next fiscal year.

Background Information:

 This is the proposed version of the budget as discussed through the budget workshops.

 Here is a list of notable items in the proposed General Fund Budget:

- Convert the existing Grant Writer position to a Full-time Assistant Director of Finance in the Finance Department.
- Add one (1) Full-time Codes Enforcement Officer in the Codes Department to be hired in January 2025.
- Add one (1) Full-time Administrative Captain position in the Police Department.
- Add three (3) Full-time Patrol Officers in the Police Department.
- Add one (1) Full-time Community Services Coordinator in the Police Department.
- Add three (3) Full-time Firefighters in the Fire Department to be hired in January 2025.
- Add three (3) Full-time Lieutenants in the Fire Department for Tower #41 to be hired in January 2025.

- Convert the Part-time Laborer 1 position to a Full-time Laborer 2 position in the Parks & Recreation Department.
- Add one (1) Full-time Custodian in the Parks & Recreation Department for the new Public Works and Community Development Services Facility.
- Implement a compensation plan with a minimum 6% increase for all employees for market and cost of living increases.
- Purchase a new Asphalt Roller and Trailer for the Street Department.
- Purchase a new Brush Truck to replace an existing Brush Truck. The existing Brush Truck will become a backup truck.
- Start the architectural and engineering work for the City Hall Remodel project.
- Start the architectural and engineering work for the Fire Station #43 Remodel project.
- Restart the architectural and engineering work for the Police Station Headquarters Expansion and Remodel project.
- Add a temporary training site for the Fire Department.
- Replace the surfacing at the Lake Forest Park Playground.

Here is a list of notable projects in the proposed Streets Capital Project Fund Budget:

- Continue the Blair Road West extension to Carothers Road.
- Continue the South Waldron Road Widening project.
- Continue the Advanced Traffic Management System project for Murfreesboro Road and Waldron Road.

Here are the notable projects in the proposed Parks Capital Project Budget:

- Rehab the Walking Trail in Veteran's Memorial Park.
- Rehab the Mankin Park Playground and Fence.
- Continue working on the Brookside Park.
- Continue working on the Greenway Extension to the Boat Ramp.

Notable projects in the proposed Water and Sewer Budget include:

- Add one (1) Office/Building Manager for the new Public Works / Community Development Services Facility to start in January 2025.
- Add one (1) Laborer 2 to the Meter/Leak Detection Division.
- Replace the High Service Pump Variable Frequency Drives at the Water Treatment Plant.
- Replace the Automatic Transfer Switch at the Water Intake.
- Purchase a new Front End Loader.
- Rehab the Waldron Road Sewer Pump Station.

Financial Summary:

In the General Fund, there is no increase to the property tax rate. It will remain as it was last

year at \$0.5363 per \$100 of assessed value on real and personal property.

In the Water and Sewer Fund, there is a proposed increase to the water and sewer usage rates. Those are outlined in the fee schedule. For residential customers, the water base rate will increase from \$14.21 to \$19.18 and the sewer will increase from \$22.43 to \$22.88 for the first 2,000 gallons. This is an overall increase of \$5.42 per month.

Staff Recommendation:

Staff recommends approval.

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.

WHEREAS, *Tenn. Code Ann. § 9-1-116* requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Local Taxes	\$ 28,968,377	\$ 29,278,838	\$ 29,108,900
License and Permits	567,512	448,326	435,700
Intergovernmental Revenue	4,922,775	4,870,388	4,869,980
Fines and Forfeitures	376,627	208,600	233,100
Other	1,931,088	35,095,414	453,900
Other Financing Sources			
Issuance of Debt	-	-	-
Sale of Capital Assets	307,002	2,000	3,500
Transfer In-from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 37,073,381	\$ 69,903,566	\$ 35,105,080
Appropriations			
Expenditures			
General Government (other)	\$ 9,175,067	\$ 19,737,439	\$ 14,722,583
Public Safety	18,005,018	27,759,332	23,103,674
Public Works	1,490,835	1,691,927	2,072,835
Parks and Recreation	1,902,584	1,638,405	2,022,990
Debt Service	2,311,928	2,301,464	1,672,411
Other Financing Uses			
Transfer Out - to other funds	1,896,151	464,538	6,480,000
Total Appropriations	\$ 34,781,583	\$ 53,593,105	\$ 50,074,493
Change in Fund Balance(Revenues-Appropriations)	2,268,759	(17,746,041)	(14,969,413)
Beginning Fund Balance July 1	57,254,482	59,523,241	41,777,200
Ending Fund Balance June 30	\$ 59,523,241	\$ 41,777,200	\$ 26,807,787
Ending Fund Balance as a % of Total Appropriations	171.1%	78.0%	53.5%

State Street Aid Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
State Gas and Motor Fuel Taxes	\$ 1,345,076	\$ 1,384,541	\$ 1,370,000
Other	26,616	38,133	25,200
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 1,371,692	\$ 1,422,674	\$ 1,395,200
Appropriations			
Public Works Department	\$ 1,847,461	\$ 1,158,902	\$ 1,225,700
Debt Service - Principal and Interest	71,294	73,388	74,313
Total Appropriations	\$ 1,918,755	\$ 1,232,290	\$ 1,300,013
Change in Fund Balance (Revenues - Appropriations)	(547,063)	190,384	95,187
Beginning Fund Balance July 1	2,147,068	1,600,005	1,790,389
Ending Fund Balance June 30	\$ 1,600,005	\$ 1,790,389	\$ 1,885,576
Ending Fund Balance as a % of Total Appropriations	83.4%	145.3%	145.0%

Senior Citizen's Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
State of Tennessee	\$ 35,474	\$ 26,800	\$ -
Rutherford County	46,200	46,200	-
Other	17,892	3,588	-
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	161,151	174,538	200,001
Total Revenues and Other Financing Sources	\$ 260,717	\$ 251,126	\$ 200,001
Appropriations			
Expenditures			
Wages	\$ 145,411	\$ 174,538	\$ -
Others	102,130	81,449	251,050
Total Appropriations	\$ 247,541	\$ 255,987	\$ 251,050
Change in Fund Balance (Revenues - Appropriations)	13,176	(4,861)	(51,049)
Beginning Fund Balance July 1	\$ 171,907	185,083	180,222
Ending Fund Balance June 30	\$ 185,083	\$ 180,222	\$ 129,173
Ending Fund Balance as a % of Total Appropriations	74.8%	70.4%	51.5%

Drug Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Fines And Forfeitures	\$ 24,412	\$ 14,732	\$ 20,000
Other	1,815	27,401	35,700
Other Financing Sources			
Issuance of Debt / Debt Proceeds	6,791	-	-
Transfers In - from other funds	30,000	30,000	30,000
Total Revenues and Other Financing Sources	\$ 63,018	\$ 72,133	\$ 85,700
Appropriations			
Drug Enforcement	\$ 28,165	\$ 54,957	\$ 183,100
Debt Service	-	-	-
Total Appropriations	\$ 28,165	\$ 54,957	\$ 183,100
Change in Fund Balance (Revenues - Appropriations)	34,853	17,176	(97,400)
Beginning Fund Balance July 1	326,930	361,783	378,959
Ending Fund Balance June 30	\$ 361,783	\$ 378,959	\$ 281,559
Ending Fund Balance as a % of Appropriations	1284.5%	689.6%	153.8%

Equitable Sharing Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Federal Government	\$ 319,937	\$ 65,043	\$ 30,000
Other	72	10,896	5,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 320,009	\$ 75,939	\$ 35,000
Appropriations			
Wages	\$ -	\$ -	\$ -
Others	6,376	319,098	247,450
Total Appropriations	\$ 6,376	\$ 319,098	\$ 247,450
Change in Fund Balance (Revenues - Appropriations)	313,633	(243,159)	(212,450)
Beginning Fund Balance July 1	591,517	905,150	661,991
Ending Fund Balance June 30	\$ 905,150	\$ 661,991	\$ 449,541
Ending Fund Balance as a % of Total Appropriations	14196.2%	207.5%	181.7%

Stormwater Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Fees	\$ 1,387,137	\$ 1,409,193	\$ 1,375,000
Others	20,290	89,184	70,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 1,407,427	\$ 1,498,377	\$ 1,445,000
Appropriations			
Wages	\$ 403,477	\$ 446,834	\$ 493,366
Others	1,064,622	2,490,505	2,801,118
Total Appropriations	\$ 1,468,099	\$ 2,937,339	\$ 3,294,484
Change in Fund Balance (Revenues - Appropriations)	(60,672)	(1,438,962)	(1,849,484)
Beginning Fund Balance July 1	4,622,560	4,561,888	3,122,926
Ending Fund Balance June 30	\$ 4,561,888	\$ 3,122,926	\$ 1,273,442
Ending Fund Balance as a % of Total Appropriations	310.7%	106.3%	38.7%

Parks & Recreation Capital Projects Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 142,558	\$ 130,771	\$ 85,000
Others	8,803	27,863	10,000
Other Financing Sources			
Transfers In - from other funds	205,000	260,000	250,000
Total Revenues and Other Financing Sources	\$ 356,361	\$ 418,634	\$ 345,000
Appropriations			
Capital Outlay	\$ 132,626	\$ 72,688	\$ 1,323,000
Others	554	946	1,000
Total Appropriations	\$ 133,180	\$ 73,634	\$ 1,324,000
Change in Fund Balance (Revenues - Appropriations)	223,181	345,000	(979,000)
Beginning Fund Balance July 1	459,091	682,272	1,027,272
Ending Fund Balance June 30	\$ 682,272	\$ 1,027,272	\$ 48,272
Ending Fund Balance as a % of Total Appropriations	512.3%	1395.1%	3.6%

Streets Capital Projects Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 836,584	\$ 755,691	\$ 500,000
State of Tennessee			
Others	\$215,140	\$48,663	\$40,000
Other Financing Sources			
Transfers In - from other funds	-	-	6,000,000
Total Revenues and Other Financing Sources	\$ 1,051,724	\$ 804,354	\$ 6,540,000
Appropriations			
Capital Outlay	\$ 1,702,646	\$ 794,279	\$ 7,610,148
Others	599	2,121	1,000
Total Appropriations	\$ 1,703,245	\$ 796,400	\$ 7,611,148
Change in Fund Balance (Revenues - Appropriations)	(651,521)	7,954	(1,071,148)
Beginning Fund Balance July 1	3,467,038	2,815,517	2,823,471
Ending Fund Balance June 30	\$ 2,815,517	\$ 2,823,471	\$ 1,752,323
Ending Fund Balance as a % of Total Appropriations	165.3%	354.5%	23.0%

Police Impact Fee Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 161,800	\$ 98,797	\$ 100,000
State of Tennessee	-	-	239,927
Others	62	12,398	6,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 161,862	\$ 111,195	\$ 345,927
Appropriations			
Capital Outlay	\$ -	\$ 239,927	\$ 100,662
Others	305	689	700
Total Appropriations	\$ 305	\$ 240,616	\$ 101,362
Change in Fund Balance (Revenues - Appropriations)	161,557	(129,421)	244,565
Beginning Fund Balance July 1	525,207	686,764	557,343
Ending Fund Balance June 30	\$ 686,764	\$ 557,343	\$ 801,908
Ending Fund Balance as a % of Total Appropriations	225168.5%	231.6%	791.1%

Fire Impact Fee Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 61,955	\$ 36,323	\$ 30,000
Others	-	-	-
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 61,955	\$ 36,323	\$ 30,000
Appropriations			
Capital Outlay	\$ 35,292	\$ 80,086	\$ 38,000
Others	16	-	-
Total Appropriations	\$ 35,308	\$ 80,086	\$ 38,000
Change in Fund Balance (Revenues - Appropriations)	26,647	(43,763)	(8,000)
Beginning Fund Balance July 1	138,659	165,306	121,543
Ending Fund Balance June 30	\$ 165,306	\$ 121,543	\$ 113,543
Ending Fund Balance as a % of Total Appropriations	468.2%	151.8%	298.8%

WATER and SEWER FUND	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Operating Revenues			
Water Sales	\$ 5,681,688	\$ 5,819,436	\$ 8,300,000
Sewer Fees	7,481,129	7,766,633	7,800,000
Tap Fees			
Miscellaneous Other Fees	6,319,423	888,820	725,100
Total Operating Revenues	\$ 19,482,240	\$ 14,474,889	\$ 16,825,100
Operating Expenses			
Water Treatment Plant	\$ 2,448,050	\$ 2,657,139	\$ 2,672,748
Sewer Department	4,511,066	4,337,747	5,135,860
Water Department	2,160,469	2,593,816	3,381,614
Water Billing	788,963	832,011	961,766
Other	112,241	201,050	201,500
Depreciation	2,407,148	2,493,504	2,513,000
Total Operating Expenses	\$ 12,427,937	\$ 13,115,267	\$ 14,866,488
Operating Income (Loss)	\$ 7,054,303	\$ 1,359,622	\$ 1,958,612
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ -	\$ -	\$ -
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(216,000)	(268,675)	(300,000)
Other Expense	(50,294)	(774,047)	(1,478,400)
Total Nonoperating Revenue (Expenses)	\$ (266,294)	\$ (1,042,722)	\$ (1,778,400)
Income (Loss) Before Capital Contributions and Transfers	\$ 6,788,009	\$ 316,900	\$ 180,212
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 828,550	\$ 506,101	\$ 490,000
Capital Contributions - Grants	-	-	1,850,000
Capital Contributions - Other	-	-	-
Transfers In - from Other Funds	-	-	-
Transfers Out - to Other Funds (PILOT)			
Total Capital Contributions and Transfers	\$ 828,550	\$ 506,101	\$ 2,340,000
Change in Net Position	\$ 7,616,559	\$ 823,001	\$ 2,520,212
Beginning Net Position July 1	69,621,006	77,237,565	78,060,566
Ending Net Position June 30	\$ 77,237,565	\$ 78,060,566	\$ 80,580,778

SECTION 2: At the end of the fiscal year 2024, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2024
General Fund	\$41,777,200
State Street Aid Fund	\$1,790,389
Senior Citizens Fund	\$180,222
Drug Fund	\$378,959
Equitable Sharing Fund	\$661,991
Stormwater Fund	\$3,122,926
Parks & Recreation Capital Fund	\$1,027,272
Streets Capital Fund	\$2,823,471
Police Impact Fund	\$557,343
Fire Impact Fund	\$121,543
Water & Sewer Fund	\$20,826,577

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

**Schedule of Outstanding Debt and Budgeted Debt Service
Fiscal Year 2025**

Fund	Type of Debt	Loan Name and Description	Original Issuance Amount	Authorized & Unissued	Total Principal Outstanding at June 30, 2024	Budgeted Annual Debt Service		
						Principal	Interest	Total
General	Bond	2009 GO Public Improvement	\$ 4,125,000	\$ -	\$ 550,000	\$ -	\$ -	\$ -
General/State Street Aid	Bond	2014 GO Public Improvement	2,630,000		570,000	290,000	7,250	297,250
General	Bond	2015 General Obligation	5,420,000		3,620,000	270,000	96,123	366,123
General	Bond	2021 General Obligation Public Improvement	16,250,000		15,655,000	655,000	426,150	1,081,150
		Total	\$ 28,425,000	\$ -	\$ 20,395,000	\$ 1,215,000	\$ 529,523	\$ 1,744,523
Water & Sewer	Bonds	2021 Water & Sewer Revenue & Tax	11,840,000		\$ 11,690,000	\$ 1,190,000	\$ 252,793	\$ 1,442,793
		Total	\$ 11,840,000	\$ -	\$ 11,690,000	\$ 1,190,000	\$ 252,793	\$ 1,442,793
		Total Outstanding Debt	\$ 40,265,000	\$ -	\$ 32,085,000	\$ 2,405,000	\$ 782,315	\$ 3,187,315

SECTION 4: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects-Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects-Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Water and Sewer	\$ 18,000,000	\$ -	\$ -
Roads and Parks	8,933,148	-	-

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.5363 per \$100 of assessed value on real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: The City of La Vergne Fee Schedule for Fiscal Year 2024-2025, which shall be attached to and made a part of this ordinance as though copied therein, is hereby adopted.

SECTION 12: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 13: This ordinance shall take effect on July 1, 2024, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading: _____

Jason Cole, Mayor

Public Hearing: _____

ATTEST:

2nd Reading: _____

Bruce E. Richardson, City Administrator

Published in the Murfreesboro Post on _____.

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
City Recorder				
• Beer Sales				
* Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-307
* Beer Privilege Tax (Annual)	\$100	\$100	\$100	LMC 8-319
* Civil penalty in lieu of suspension (each offense of making or permitting to be made any sales to minors, or for any other offense)	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	LMC 8-320
* Special Event Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-324
• Filing of Ethics Complaint	\$200	\$200	\$200	LMC 4-612 / Resolution #2007-07
• Packaged Liquor Stores				
* Certificate of Compliance Application	\$250	\$250	\$250	LMC 8-104
* Inspection Fee	max allowed by TCA	max allowed by TCA	max allowed by TCA	LMC 8-113
* Inspection Fee Penalty	10% of inspection fee due	10% of inspection fee due	10% of inspection fee due	LMC 8-113
* Violations of LMC Title 8 Chapter 1	\$50	\$50	\$50	LMC 8-116
• Liquor - Hotels, Restaurants, Etc. (Liquor-By-The-Drink)				
* Privilege Tax (Selling alcoholic beverages for consumption on the premises)				
- Caterers (including any restaurant or hotel that engages in the business of selling alcoholic beverages for consumption at locations other than the licensed premises)	\$500	\$500	\$500	LMC 8-204
- Community Theater	\$300	\$300	\$300	LMC 8-204
- Convention Center	\$500	\$500	\$500	LMC 8-204
- Hotel and Motel	\$1,000	\$1,000	\$1,000	LMC 8-204
- Limited service restaurant, based on gross sales of prepared food				
• At least 30% but not more than 50% gross sales	\$2,000	\$2,000	\$2,000	LMC 8-204
• At least 20% but not more than 30% gross sales	\$3,000	\$3,000	\$3,000	LMC 8-204
• At least 15% but not more than 20% gross sales	\$4,000	\$4,000	\$4,000	LMC 8-204
• 0% but not more than 15% gross sales	\$5,000	\$5,000	\$5,000	LMC 8-204
- Private Club	\$300	\$300	\$300	LMC 8-204
- Restaurant, according to seating capacity on licensed premises				
• 40 through 74 seats	\$650	\$650	\$650	LMC 8-204
• 75 through 125 seats	\$750	\$750	\$750	LMC 8-204
• 126 through 175 seats	\$925	\$925	\$925	LMC 8-204
• 176 through 225 seats	\$975	\$975	\$975	LMC 8-204
• 226 through 275 seats	\$1,100	\$1,100	\$1,100	LMC 8-204
• 276 seats and over	\$1,200	\$1,200	\$1,200	LMC 8-204
- Theater	\$300	\$300	\$300	LMC 8-204
- Wine-only Restaurant, according to seating capacity on licensed premises				
• 40 through 125 seats	\$120	\$120	\$120	LMC 8-204
• 126 through 175 seats	\$150	\$150	\$150	LMC 8-204
• 176 through 225 seats	\$160	\$160	\$160	LMC 8-204
• 226 through 275 seats	\$180	\$180	\$180	LMC 8-204
• 276 seats and over	\$200	\$200	\$200	LMC 8-204
* Delinquent Privilege Tax - Interest	1.5% per month until paid	1.5% per month until paid	1.5% per month until paid	LMC 8-204(4)
• Public Records Request				
* Copy onto CD or DVD	\$1	\$1	\$1	LMC 20-407
* Electronic	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	LMC 20-407
* Inspection Only	No charge	No charge	No charge	LMC 20-407
* Outside Vendor Used	costs assessed by vendor	costs assessed by vendor	costs assessed by vendor	LMC 20-407
* Large Scale Maps, Plats, Aerial Photos and Drawings	\$2 per square foot	\$2 per square foot	\$2 per square foot	LMC 20-407
* Paper Copy				
• Black and White Copies (letter and legal size)	\$0.15 per page	\$0.15 per page	\$0.15 per page	LMC 20-407
• Color Copies (letter and legal size)	\$0.50 per page	\$0.50 per page	\$0.50 per page	LMC 20-407
* Payment in Advance is Required for Public Records Requests	when costs exceeds \$50	when costs exceeds \$50	when costs exceeds \$50	
• Transient Vendor Permit Application	\$50	\$50	\$50	LMC 9-104(2)
• Solicitation Commercial Permit Application	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	LMC 9-1007
* Solicitation Commercial Permit Renewal	\$100 (non-refundable)	\$100 (non-refundable)	\$100 (non-refundable)	LMC 9-1009
* Solicitor ID Badge Application	\$75 per person	\$75 per person	\$75 per person	LMC 9-1007
* Solicitor ID Badge Renewal	\$75 per person	\$75 per person	\$75 per person	LMC 9-1009
* Solicitation Permit Violation	not more than \$50 per offense	not more than \$50 per offense	not more than \$50 per offense	LMC 9-1023
• Storm Water Variance Application	\$100	\$100	\$100	

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025		2023 - 2024		2022 - 2023		LMC / Ordinance Reference
Codes Department							
● Impact Fees							
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Hospital (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Industrial (per 1,000) sf	\$44	\$44	\$43	\$43	\$43	\$43	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
- Mobile Home Park (per Pad)	\$193	\$193	\$189	\$189	\$189	\$189	Ord. #2020-18
- Multi-Family (per Dwelling)	\$161	\$161	\$157	\$157	\$157	\$157	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$102	\$102	\$100	\$100	\$100	\$100	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$6	\$6	\$104	\$104	\$104	\$104	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$213	\$213	\$208	\$208	\$208	\$208	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Mobile Home Park (per Pad)	\$1,190	\$1,190	\$1,163	\$1,163	\$1,163	\$582	Ord. #2020-18
- Multi-Family (per Dwelling)	\$981	\$981	\$959	\$959	\$959	\$480	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$1,307	\$1,307	\$1,278	\$1,278	\$1,278	\$639	Ord. #2020-18
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Hospital (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Industrial (per 1,000) sf	\$117	\$117	\$114	\$114	\$114	\$114	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	\$48	\$48	Ord. #2020-18
- Mobile Home Park (per Pad)	\$508	\$508	\$497	\$497	\$497	\$497	Ord. #2020-18
- Multi-Family (per Dwelling)	\$421	\$421	\$412	\$412	\$412	\$412	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$270	\$270	\$264	\$264	\$264	\$264	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$279	\$279	\$273	\$273	\$273	\$273	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$561	\$561	\$548	\$548	\$548	\$548	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	\$48	\$48	Ord. #2020-18
* Road Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$4,617	\$4,617	\$4,514	\$4,514	\$4,514	\$2,257	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$1,739	\$1,739	\$1,700	\$1,700	\$1,700	\$850	Ord. #2020-18
- Hospital (per 1,000 sf)	\$4,334	\$4,334	\$4,237	\$4,237	\$4,237	\$2,119	Ord. #2020-18
- Industrial (per 1,000) sf	\$2,108	\$2,108	\$2,061	\$2,061	\$2,061	\$1,031	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$941	\$941	\$920	\$920	\$920	\$460	Ord. #2020-18
- Mobile Home Park (per Pad)	\$2,517	\$2,517	\$2,461	\$2,461	\$2,461	\$1,231	Ord. #2020-18
- Multi-Family (per Dwelling)	\$3,684	\$3,684	\$3,602	\$3,602	\$3,602	\$1,801	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$2,644	\$2,644	\$2,585	\$2,585	\$2,585	\$1,293	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$5,599	\$5,599	\$5,474	\$5,474	\$5,474	\$2,737	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$2,807	\$2,807	\$2,744	\$2,744	\$2,744	\$1,372	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$7,421	\$7,421	\$7,255	\$7,255	\$7,255	\$3,628	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$4,752	\$4,752	\$4,646	\$4,646	\$4,646	\$2,323	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$1,089	\$1,089	\$1,065	\$1,065	\$1,065	\$533	Ord. #2020-18
● Miscellaneous							
* Application fee for the construction of cellular antenna towers for cellular telecommunications services or personal	\$1,000		\$1,000		\$1,000		Zoning Ordinance 4.120(B)
* Construction Board of Adjustments and Appeals Application (non-refundable)	\$100		\$100		\$100		LMC 12-1305
● Permits							
* Blasting Permits	\$100		\$100		\$100		LMC 7-403
* Building Permits							
- Building Permit Extension or Renewal							
• All other	\$150		\$150		\$150		
• Industrial	\$300		\$300		\$300		
• Residential/Multifamily	\$55		\$55		\$55		
- Complete Building or Build Out							
• All other	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Industrial	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Residential/Multifamily	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
* Deck Permit	\$50		\$50		\$50		LMC 12-103
* Demolition Permit	\$100		\$100		\$100		LMC 12-103

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
* Driveway Permit	\$60	\$60	\$60	LMC 16-302
* Fence Permit	\$60	\$60	\$60	LMC 12-103
* Moving of Houses, Structures or Buildings	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.		LMC 16-502
* Mechanical				
- Residential				
• Single Family Dwelling	\$40	\$40	\$40	LMC 12-503
• Multi-Family Dwelling	\$40	\$40	\$40	LMC 12-503
- Commercial and Industrial (base fee)	\$10	\$10	\$10	LMC 12-503
• Additional fees				
◦ Fee for inspecting heating, ventilating, ductwork, air conditioning and refrigeration systems	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting repairs, alterations and additions to an existing system	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting boilers (based upon BTU input)				
33,000 BTU to 165,000 BTU	\$5	\$5	\$5	LMC 12-503
165,001 BTU to 300,000BTU	\$10	\$10	\$10	LMC 12-503
300,001 BTU to 1,165,000 BTU	\$15	\$15	\$15	LMC 12-503
1,165,001 BTU to 3,300,000 BTU	\$25	\$25	\$25	LMC 12-503
Over 3,300,000 BTU	\$35	\$35	\$35	LMC 12-503
* Plumbing				
- Commercial/Industrial (base fee)	\$100	\$100	\$100	LMC 12-203
- Plus the following when provided (in addition to base fee)				
• For each plumbing fixture, floor drain or trap (including water and drainage piping)	\$3	\$3	\$3	LMC 12-203
• For each house sewer	\$5	\$5	\$5	LMC 12-203
• For each house sewer being replaced or repaired	\$5	\$5	\$5	LMC 12-203
• For each cesspool	\$5	\$5	\$5	LMC 12-203
• For each septic tank or drain field	\$10	\$10	\$10	LMC 12-203
• For each water heater and/or vent	\$2.50	\$2.50	\$2.50	LMC 12-203
• For installation, alteration, or repair of water piping and/or water treating equipment	\$5	\$5	\$5	LMC 12-203
• For repair or alteration of drainage or vent piping	\$5	\$5	\$5	LMC 12-203
• For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served				
◦ One to five	\$2.50	\$2.50	\$2.50	LMC 12-203
◦ Over five, each	\$1.50	\$1.50	\$1.50	LMC 12-203
- Residential (base fee)				
• 1 1/2 bath	\$75	\$75	\$75	LMC 12-203
• 2 bath	\$85	\$85	\$85	LMC 12-203
• 2 1/2 bath	\$90	\$90	\$90	LMC 12-203
• 3 bath	\$95	\$95	\$95	LMC 12-203
• 3 1/2 bath	\$105	\$105	\$105	LMC 12-203
• 4 bath	\$115	\$115	\$115	LMC 12-203
• 4 1/2 bath	\$125	\$125	\$125	LMC 12-203
• 5 bath	\$135	\$135	\$135	LMC 12-203
* Mobile Food Service Permit				
• Application Fee	\$100	\$100	\$100	LMC 9-905
• Enforcement Fine	\$50	\$50	\$50	LMC 9-905
• Permit Reinstatement Fee	\$50	\$50	\$50	LMC 9-905
• Reapplication Fee After Revocation of Permit	\$50	\$50	\$50	LMC 9-905
* Sign Permit	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Temporary)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Relocation or Moving)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Swimming Pool Permit	\$50	\$50	\$50	LMC 12-103
* Temporary Use	\$50	\$50	\$50	Zoning Ordinance 8.040
* Temporary Use for a Fireworks Tent	\$500	\$500	\$500	LMC 7-604 / Zoning Ordinance 8.040
• Plan Review				
* Complete building or build out	\$0.18/sf	\$0.18/sf	\$0.18/sf	LMC 12-103
* Shell	\$0.09/sf	\$0.09/sf	\$0.09/sf	LMC 12-103

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
Court Fines and Fees				
• Fees				
* Court Administration				
- Appearance Bond	\$60	\$60	\$60	LMC 3-501
- Appeal Bond	\$250	\$250	\$250	LMC 3-502
- City Litigation Tax	\$13.75	\$13.75	\$13.75	LMC 3-310
- Contempt of Court	\$50	\$50	\$50	LMC 3-307
- Court Costs	\$96.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	LMC 3-306
- Electronic Traffic Citation Fee	\$5	\$5	\$5	LMC 3-312 / TCA 55-1-207(e)
* Distribution of Fee (Internally)				
o Retained by the Court Clerk	\$1	\$1	\$1	LMC 3-312 / TCA 55-1-207(e)
o Transmitted Monthly to the Police Department	\$4	\$4	\$4	LMC 3-312 / TCA 55-1-207(e)
• Sunset provision	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	LMC 3-312 / TCA 55-1-207(e)
- Issuing subpoena	\$20	\$20	\$20	LMC 3-602
- Obtaining a city warrant	\$30	\$30	\$30	LMC 3-602
- Second and consecutive continuances	\$10	\$10	\$10	LMC 3-602
- Service charge for non-criminal fingerprinting	\$5	\$5	\$5	LMC 3-602
- Storage:				
o All vehicles up to 1 ton capacity per day	\$10	\$10	\$10	LMC 3-602
o Vehicles over 1 ton capacity per day	\$25	\$25	\$25	LMC 3-602
o Items in evidence room per day	\$7	\$7	\$7	LMC 3-602
- Traffic School	\$50	\$50	\$50	LMC 3-602
• Fines				
- All other violations	Up to \$50 per offense	Up to \$50 per offense	\$10	LMC 3-601
- Animal Control-Running at Large	\$50	\$50	\$5	LMC 3-601, 10-101, 10-203
- Anti-Noise Regulation	\$50	\$50	\$5	LMC 3-601, 11-202
- Careless Driving	\$50	\$50	\$50	LMC 3-601, 15-103
- Child Restraint Devices	\$50	\$50	\$50	LMC 3-601, TCA 55-9-602
- Commercial License Required	\$50	\$50		LMC 15-801, TCA 55-50-404
- Discharge of Firearm Within City Limits	\$50	\$50		LMC 11-403
- Disregard Traffic Sign	\$50	\$50	\$5	LMC 3-601, TCA 55-8-109
- Disregard Traffic Signal	\$50	\$50		LMC 3-601, TCA 55-8-110
- Disturbing the Peace	\$50	\$50		LMC 11-201
- Driver License - Address Change Required - 10 days	\$25	\$25		TCA 55-50-333
- Driver License - Driving without License	\$50	\$50		TCA 55-50-301
- Driver License - Expired	\$50	\$50		TCA 55-50-337
- Driver License - Not in Possession	\$25	\$25		TCA 55-50-351
- Driver License - TN DL Required after 30 Days	\$25	\$25		TCA 55-4-120
- Driver License - Wrong/Improper Type for Vehicle	\$50	\$50		TCA 55-50-331
- Failure to Dim Headlights	\$25	\$25		TCA 55-9-407
- Failure to Give Proper Signal	\$25	\$25	\$5	LMC 3-601, TCA 55-8-143
- Failure to Use Headlights (Dark/Rain/Fog)	\$25	\$25	\$5	LMC 3-601, TCA 55-9-406
- Failure to Yield	\$50	\$50	\$5	LMC 3-601, TCA 55-5-128 or 130
- Failure to Yield to Emergency Vehicle	\$50	\$50		TCA 55-8-132
- Financial Responsibility	\$50	\$50	\$50	LMC 3-601, 15-1002, TCA 55-12-139
- Following Too Closely	\$50	\$50		TCA 55-8-124
- Glaring or Dazzling Lights	\$25	\$25		TCA 55-9-407
- High occupancy vehicle lane violation	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	LMC 3-601
- Improper Passing	\$50	\$50		TCA 55-8-117
- Improper Passing - School, Youth, Church Bus Loading/Unloading	\$50	\$50		TCA 55-8-151
- Interference with Traffic	\$50	\$50		LMC 11-503
- Light law violation	\$25	\$25	\$5	LMC 3-601, TCA 55-9-402
- Littering	\$50	\$50		LMC 16-107
- Miscellaneous Traffic Control Sign, etc.	\$50	\$50		LMC 15-107
- Motorcycle - Goggles or Windshield Required	\$25	\$25	\$5	TCA 55-9-304
- Motorcycle - Headlight On	\$25	\$25		TCA 55-8-164
- Motorcycle - Headlight Required	\$25	\$25		TCA 55-9-403
- Motorcycle - Mirror/Footrests Required	\$25	\$25		TCA 55-9-305
- Muffler Violation	\$25	\$25		TCA 55-9-202
- No Passing Zone	\$50	\$50		TCA 55-8-121

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
- Obedience to Signal Indicating Train	\$50	\$50		TCA 55-8-144
- Obstructing Streets, Alleys or Sidewalks	\$50	\$50	\$5	LMC 3-601, 16-101
- Open Container - Alcohol	\$50	\$50		LMC 11-101
- Parking Violations (No Court Costs)				
• If paid within 14 days	\$10	\$10	\$10	LMC 3-601, LMC 15-706
• If paid after 14 days	\$20	\$20	\$20	LMC 3-601, LMC 15-706
- Parking Violation - Fire Lane / Hydrant	\$50	\$50	\$5	LMC 3-601, TCA 55-9-302
- Parking Violation - Handicap Parking	\$50	\$50	\$50	LMC 3-601, TCA 55-21-108
- Parking Violation - Vehicle over 15,000 lbs	\$25	\$25	\$5	LMC 16-115
- Peddler Permit Required	\$50	\$50		LMC 9-102
- Registration - Expired	\$25	\$25	\$5	LMC 3-601, TCA 55-4-104
- Registration - Improper Display of Plate - 1st Offense (No Court Cost)	\$10	\$10		TCA 55-4-110
- Registration - Improper Display of Plate - 2nd Offense (No Court Cost)	\$20	\$20		TCA 55-4-110
- Registration - Must be in Vehicle	\$25	\$25		TCA 55-4-108
- Registration - TN Required after 30 Days	\$25	\$25		TCA 55-4-120
- Registration - Unregistered Vehicle	\$25	\$25		TCA 55-3-102
- Seat belt violations:				
• 1st offense	\$30	\$30	\$10	LMC 3-601, TCA 55-9-603
• 2nd offense	\$50	\$50	\$20	LMC 3-601, TCA 55-9-603
- Speeding				
• 1-10 MPH over speed limit	\$10	\$10	\$10	LMC 3-601, TCA 55-8-152
• 11-20 MPH over speed limit	\$15	\$15	\$15	LMC 3-601, TCA 55-8-152
• 21+ MPH over speed limit	\$20	\$20	\$20	LMC 3-601, TCA 55-8-152
- Texting while Driving	\$50	\$50		TCA 55-8-199
- Throwing Missiles	\$50	\$50		LMC 11-402
- Traffic citation	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 15-706
- U-Turn Violation	\$50	\$50		
- Vehicle equipment violation	\$10	\$10	\$10	LMC 3-601
- Vehicle Losing Load	\$50	\$50	\$10	LMC 3-601, TCA 55-7-109
- Window Tint Violation	\$25	\$25	\$10	LMC 3-601, TCA 55-9-203

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
Engineering Department				
• Miscellaneous				
* Reclamation Bond	\$65,000	\$65,000	\$65,000	Zoning Ordinance 5.054.5
• Permits				
* Land Disturbance				
- Minor (less than 1 acre)	\$50	\$50	\$50	LMC 14-305
- Major (1 acre or greater)	\$350	\$350	\$350	LMC 14-305
• Plan Review				
* Construction Drawing	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	Zoning Ordinance 1.050A
• Storm Water				
* Stormwater User Fee - Equivalent Residential Unit (ERU)	3,181 square feet	3,181 square feet	3,181 square feet	LMC 14-702; 14-704 / Res. 2005-11
- Stormwater User Fee - ERU Rate	\$3.50 per ERU	\$3.50 per ERU	\$3.50 per ERU	LMC 14-702; 14-704 / Res. 2005-11
* Waterway Buffer Policy Variance Application	\$250	\$250	\$250	LMC 14-805
• Violation LMC Title 14, Chapter 3 - Grading, Soil Erosion, etc.				
Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation		Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-311
• Violation LMC Title 14, Chapter 6 - Stormwater Management				
Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation		Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-610
Finance Department				
• Business License				
	\$15	\$15	\$15	LMC 5-201 / TCA 67-4-701
• Hotel/Motel Tax				
2.5% of the consideration charged by the operator		2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	LMC 5-502
Fire Department				
• Fire Code Violation				
* False Alarms	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	LMC 7-504
* Discharge of Hazardous Substances - Penalty for Nonpayment	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	LMC 7-218(3)(b)
* Violation LMC 7-209(1)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209(3)
* Violation LMC 7-209(4)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209
* Violation LMC 7-308(1)	Not to exceed \$500	Not to exceed \$500	Not to exceed \$500	LMC 7-308
Miscellaneous				
• Junkyard Control Permit				
	\$100	\$100	\$100	LMC 13-308
• Vicious Dog Violation Fine				
	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	LMC 10-204
Parks and Recreation Department				
• Baseball/Softball Tournaments				
* Litter fee	\$300	\$300	\$300	LMC 20-208
* Full weekend	\$200 per complex, per day	\$200 per complex, per day	\$200 per complex, per day	LMC 20-208
* Single day	\$200 per complex	\$200 per complex	\$200 per complex	LMC 20-208
• Facility rental				
* Multi-Purpose Building	12 p.m. to 10 p.m. \$300 with a \$300 deposit	12 p.m. to 10 p.m. \$150 with a \$200 deposit	12 p.m. to 10 p.m. \$150 with a \$200 deposit	LMC 20-208
* Pavilions	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	LMC 20-208
• Field rental				
* Baseball/Softball fields	\$50 per day, per field	\$50 per day, per field	\$50 per day, per field	LMC 20-208
* Football fields	\$300 per day, per field	\$300 per day, per field	\$300 per day, per field	LMC 20-208
• Food truck rallies rental fee				
	\$15	\$15	\$15	
• League use				
* Baseball/Softball leagues	\$8,000	\$8,000	\$4,000	LMC 20-208
* Football leagues	\$2,000	\$2,000	\$2,000	LMC 20-208
* In-Line Hockey leagues	\$500	\$500	\$500	LMC 20-208
• Vendor permits				
	\$75	\$75	\$75	LMC 20-208

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
Planning Department				
• Amend the Zoning Ordinance Request (Text Amendment)	\$400	\$400	\$400	Zoning Ordinance 8.090(A)
• Amend the Zoning Map	\$300	\$300	\$300	Zoning Ordinance 8.090(B)
• Application to the Board of Zoning Appeals				
* Administrative Appeal	\$200	\$200	\$200	Zoning Ordinance 8.070(F)
* Conditional Use Permit (Includes Major Home Occupation)	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
* Special Exception	\$200	\$200	\$200	Zoning Ordinance 8.060
* Variance Request				
- Single Family Residential	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
- All Others	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
• Concept Subdivision Plan Modification	\$250	\$250	\$250	
• Concept Subdivision Plan Review	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
• Final Subdivision Plat Review (Planning Commission and/or Staff Approval)	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	
• PDR Amendment (fee calculated based on affected area)				
* ≤ 5.0 acres	\$300	\$300	\$300	
* 5.01 acres ≤ 100.0 acres	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	
* 100.01 acres ≤ 500.0 acres	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	
* ≥ 500.0 acres	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	
* Minor Site Modification	\$300	\$300	\$300	
• Preliminary Subdivision Plat Review				
* ≤ 25 lots	\$500 plus \$25 per lot	\$500 plus \$25 per lot	\$500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* 26 lots ≤ 50 lots	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	Zoning Ordinance 1.050(A)
* ≥ 50 lots	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	Zoning Ordinance 1.050(A)
• Rezoning Request				
* Non PDR/PUD				
- ≤ 5.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	Zoning Ordinance 1.050(A)
* PDR/PUD				
- ≤ 5.0 acres	\$650	\$650	\$650	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	Zoning Ordinance 1.050(A)
• Site Plan Modification to Include Accessory Additions, Expansions (PC or Administrative)				
* ≤ 3.0 acres	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	Zoning Ordinance 1.050(A)
• Site Plan Review				
* ≤ 3.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	Zoning Ordinance 1.050(A)
• Subdivision Regulations - Approved/Amended by Planning Commission				
* Recording of Plat	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	Subdivision Regulations 2-106.2
* Fee-in-Lieu of Sidewalk Construction Fee	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	Subdivision Regulations 4-108.5

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
Police Department				
• Alarm Systems				
- Permit application	\$10	\$10	\$10	LMC 20-103, 20-104
- Unobtained permit fine	\$25	\$25	\$25	LMC 20-104
- False emergency alarms fee	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	LMC 20-109
	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	LMC 11-707
• Curfew for Minors - Giving False Information				
• Curfew for Minors - Violation of LMC 11-703, 11-704, 11-705, or 11-706	\$50 maximum	\$50 maximum	\$50 maximum	LMC 11-709
• State Traffic Statutes Adopted by Reference				
• Taxicab Driver Application Fee	\$25	\$25	\$25	LMC 9-308
• Taxicab Driver's Annual Renewal Fee	\$10	\$10	\$10	LMC 9-308
• Taxicab Franchise Application Fee	\$100	\$100	\$100	LMC 9-301
• Taxicab Franchise Renewal Fee	\$50 per taxicab	\$50 per taxicab	\$50 per taxicab	LMC 9-301
• Violation of Title 9 Chapter 8 - Sexually Oriented Businesses	\$50 each violation	\$50 each violation	\$50 each violation	LMC 9-807
• Wrecker Services				
* Schedule of rates and billing procedures				
* Any city passenger car or pickup truck, up to 1/2 ton, towed within city limits	\$175.00	\$175.00	\$175.00	LMC 9-618
* Cleaning street	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	LMC 9-618
* Fuel Surcharge	15.00%	15.00%	15.00%	LMC 9-618
* Gate fee (to be charged for towed vehicles after business hours)	\$75.00	\$75.00	\$75.00	LMC 9-618/LMC 9-621
* Miscellaneous charges (such as disconnecting drive shafts, changing wheels, use of torches or other cutting equipment, and labor for removing vehicles from unusual places or positions)	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	LMC 9-618
* Service charge (Example: Wrecker service is called tow a vehicle and is cancelled prior to arrival based on the decision of the vehicle owner or the requesting officer.)	\$75.00	\$75.00	\$75.00	LMC 9-618
* Storage maximum	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	LMC 9-618
* Use of oil dry to clean street	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	LMC 9-618
* Vehicles within city limits not requiring winch or dolly	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	LMC 9-618
* Vehicles within city limits requiring rollback	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
* Vehicles within city limits requiring winch	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	LMC 9-618
* Vehicles within city limits requiring dolly	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
* Wait / Work Time	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	LMC 9-618
Public Works Department				
• Inspection of Street				
	\$0.30 per linear feet	\$0.30 per linear feet	\$0.30 per linear feet	LMC 16-114
• Fines/Penalties for Closing Streets				
* Block/Prevent Flow of Traffic for Period of 24 hours	\$50.00	\$50.00	\$50.00	LMC 16-116
- Fine for Each Day That the Flow of Traffic Prevented	\$50.00 per day	\$50.00 per day	\$50.00 per day	LMC 16-116
* Street Closure Without Permit	\$50	\$50	\$50	LMC 16-116
• Permits for Excavations and Cuts				
* Excavation or Bore in Any Street, Alley, or Public Place	\$75	\$75	\$75	LMC 16-203
- Surety Bond or Cash Deposit to Receive Permit	\$2,500	\$2,500	\$2,500	LMC 16-204

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
Utilities Department - Sewer				
• Fees				
* Extraneous Flow	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-407
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Lab Testing and Other Expenses Relative to Monitoring a Wastewater Discharge Permit Holder's Discharge	reimburse actual costs/expenses	reimburse actual costs/expenses	reimburse actual costs/expenses	LMC 18-318
* Request for Availability of Sewer	\$150.00 for each development	\$150.00 for each development	\$150.00 for each development	LMC 18-102
• Penalties				
* Misrepresentation and/or Falsifying Documents	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	LMC 18-316
* Violation of LMC Title 18 Chapter 3	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	LMC 18-316
* Violation of LMC Title 18 Chapter 3 (Willfull or Negligent Violations)	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	LMC 18-316
• Permits				
* Building Sewer and Connection Permit Application Fee (non-refundable)	\$25	\$25	\$25	LMC 18-306
* Wastewater Discharge				
- Significant Industrial User Defined by 18-302 of the City of La Vergne Sewer Use Ordinance	\$750.00 annually	\$750.00 annually	\$750.00 annually	LMC 18-318
- All Others	\$250.00 annually	\$250.00 annually	\$250.00 annually	LMC 18-318
• Plans Review				
	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex	\$2775.00 per unit/office	\$2775.00 per unit/office	\$2775.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	LMC 18-402
* Church	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Commercial - Free Standing	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	LMC 18-402
* Dentist, Physicians Office	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	\$525.00 per bed	\$525.00 per bed	\$525.00 per bed	LMC 18-402
* Medical Center Without Beds	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Motel, Hotel, Campground	\$1200.00 per unit	\$1200.00 per unit	\$1200.00 per unit	LMC 18-402
* Nursing Home	\$375.00 per bed	\$375.00 per bed	\$375.00 per bed	LMC 18-402
* Office Buildings	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Residential	\$2,775.00	\$2,775.00	\$2,775.00	LMC 18-402
* Restaurants	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	LMC 18-402
* Schools	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	LMC 18-402
* Self-service Laundries	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	LMC 18-402
* Service Station	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	LMC 18-402
* Shopping Center, Grocery Stores	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	LMC 18-402
* Standard Reference Chart - Sewer				
- 3/4"	\$2,775	\$2,775	\$2,775	LMC 18-402
- 1"	\$2,850	\$2,850	\$2,850	LMC 18-402
- 1 1/2"	\$3,600	\$3,600	\$3,600	LMC 18-402
- 2"	\$4,350	\$4,350	\$4,350	LMC 18-402
- 3"	\$5,400	\$5,400	\$5,400	LMC 18-402
- 4"	\$6,600	\$6,600	\$6,600	LMC 18-402
- 6"	\$9,600	\$9,600	\$9,600	LMC 18-402
- 8"	\$12,600	\$12,600	\$12,600	LMC 18-402
* Theaters	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	LMC 18-402
* Warehouse	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
• Privilege Tapping Fees - Blair Road Sewer Basin				
	\$2,800 per Residential Unit	\$2,800 per Residential Unit	\$2,400 per Residential Unit	
• Special Assessment Zone				
	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Televising, Testing, and Sealing Equipment				
* Mobilization	\$150.00 per phase	\$150.00 per phase	\$150.00 per phase	LMC 18-409
* Base Joint Repair	\$75.00 per joint	\$75.00 per joint	\$75.00 per joint	LMC 18-409
* Grout	varies per repair	varies per repair	varies per repair	LMC 18-409

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
• Usage Charges (based on actual water meter readings)				
* Residential Sewer Customers Rate				
- First 2,000 (gallons per month)	\$22.88 (minimum)	\$22.43 (minimum)	\$22.43 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$5.93 per thousand gallons	\$5.81 per thousand gallons	\$5.81 per thousand gallons	LMC 18-401
* Commercial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$29.60 (minimum)	\$29.02 (minimum)	\$29.02 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.72 per thousand gallons	\$6.59 per thousand gallons	\$6.59 per thousand gallons	LMC 18-401
* Industrial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$533.02 (minimum)	\$527.74 (minimum)	\$527.74 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.43 per thousand gallons	\$7.36 per thousand gallons	\$7.36 per thousand gallons	LMC 18-401
• Usage Charges - Blair Road Sewer Basin (based on actual water meter readings)				
* First 2,000 Gallons per Month	\$30.73 (minimum)	\$28.99 (minimum)	\$27.61 (minimum)	LMC 18-401
* Over 2,000 Gallons per Month	\$7.34 per thousand gallons	\$6.92 per thousand gallons	\$6.59 per thousand gallons	LMC 18-401

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
Utilities Department - Water				
• Fees				
* Disconnect				
- Normal	no charge	no charge	no charge	LMC 18-411
- For Non-payment or Returned Checks	\$25	\$25	\$25	LMC 18-411
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Meter Meter Removal Fee for Removing Lock	\$50	\$50	\$50	LMC 18-411
* Private Fire Hydrants (Minimum Bill)	\$100.00 per year per hydrant	\$100.00 per year per hydrant	\$100.00 per year per hydrant	LMC 18-404
* Private Fire Sprinklers (Minimum Bill)	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	LMC 18-404
* Request for Availability of Water	\$100.00 for each development	\$100.00 for each development	\$100.00 for each development	LMC 18-102
* Returned Checks for Having Insufficient Funds	\$25	\$25	\$25	LMC 18-411
* Service Call	\$25	\$25	\$25	LMC 18-411
* Service Connect				
- Residential	\$50.00 (non-refundable)	\$50.00 (non-refundable)	\$50.00 (non-refundable)	LMC 18-406
- Commercial or Industrial	\$75.00 (non-refundable)	\$75.00 (non-refundable)	\$75.00 (non-refundable)	LMC 18-406
* Service Re-connect				
- During Regular Business Hours	\$25	\$25	\$25	LMC 18-406
- After Business Hours until 8:00 p.m.	\$50	\$50	\$50	LMC 18-406
* Water Meter Lock	\$50	\$50	\$50	LMC 18-411
* Water Meter Testing	\$50	\$50	\$50	LMC 18-411
• Plans Review	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex (Individual Metering is Not Permitted)	\$750.00 per unit/office	\$750.00 per unit/office	\$750.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Church	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Commercial - Free Standing	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Dentist, Physicians Office	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Medical Center Without Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Motel, Hotel, Campground	\$862.50 per unit	\$862.50 per unit	\$862.50 per unit	LMC 18-402
* Nursing Home	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Office Buildings	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Private Fire Protection Lines	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	LMC 18-404
* Residential				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- Any Larger Sizes	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Restaurants	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Schools	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Self-service Laundries	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Service Station	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Shopping Center, Grocery Stores	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Standard Reference Chart - Water				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- 1"	\$1,800	\$1,800	\$1,800	LMC 18-402
- 1 1/2"	\$2,100	\$2,100	\$2,100	LMC 18-402
- 2"	\$2,700	\$2,700	\$2,700	LMC 18-402
- 3"	\$3,300	\$3,300	\$3,300	LMC 18-402
- 4"	\$5,100	\$5,100	\$5,100	LMC 18-402
- 6"	\$6,300	\$6,300	\$6,300	LMC 18-402
- 8"	\$7,500	\$7,500	\$7,500	LMC 18-402
- 10"	\$8,700	\$8,700	\$8,700	LMC 18-402
* Theaters	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Warehouse	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Usage Charges				
* Residential Water Customers Rate				
- First 2,000 (gallons per month)	\$19.18 (minimum)	\$14.21 (minimum)	\$14.21 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$4.95 per thousand gallons	\$3.67 per thousand gallons	\$3.67 per thousand gallons	LMC 18-401
* Commercial Water Customers Rate				
- First 2,000 (gallons per month)	\$26.67 (minimum)	\$18.39 (minimum)	\$18.39 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.06 per thousand gallons	\$4.18 per thousand gallons	\$4.18 per thousand gallons	LMC 18-401
* Industrial Water Customers Rate				
- First 2,000 (gallons per month)	\$401.26 (minimum)	\$334.38 (minimum)	\$334.38 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.72 per thousand gallons	\$5.59 per thousand gallons	\$5.59 per thousand gallons	LMC 18-401

City of La Vergne Tennessee



Fiscal Year 2024-2025 Proposed Budget

City of La Vergne, Tennessee

Board of Mayor and Aldermen



Jason Cole
Mayor



Steve Noe
Vice-Mayor



Carol Haas
Alderman



Kara Hobbs
Alderman



Dennis Waldron
Alderman

City Officials and Department Heads

Evan Cope - City Attorney

William Cartwright - City Judge

Bruce Richardson - City Administrator / City Recorder

Kyle Brown - Assistant City Administrator

Ronny Beasley - Fire

Christopher Moews - Police

Donna Bebout - Library

Bo Logan - Planning

Thomas Broeker - Econ. Development

David McGowen - Parks & Recreation

Danielle Brown - Finance

Andrew Patton - Human Resources

Michael Dietz - Public Works

Joe White - Codes

Glenn Green - Information Technology

City of La Vergne, Tennessee

Mission Statement, Vision Statement and Objectives

Mission Statement

“Commitment to Community”

Vision Statement

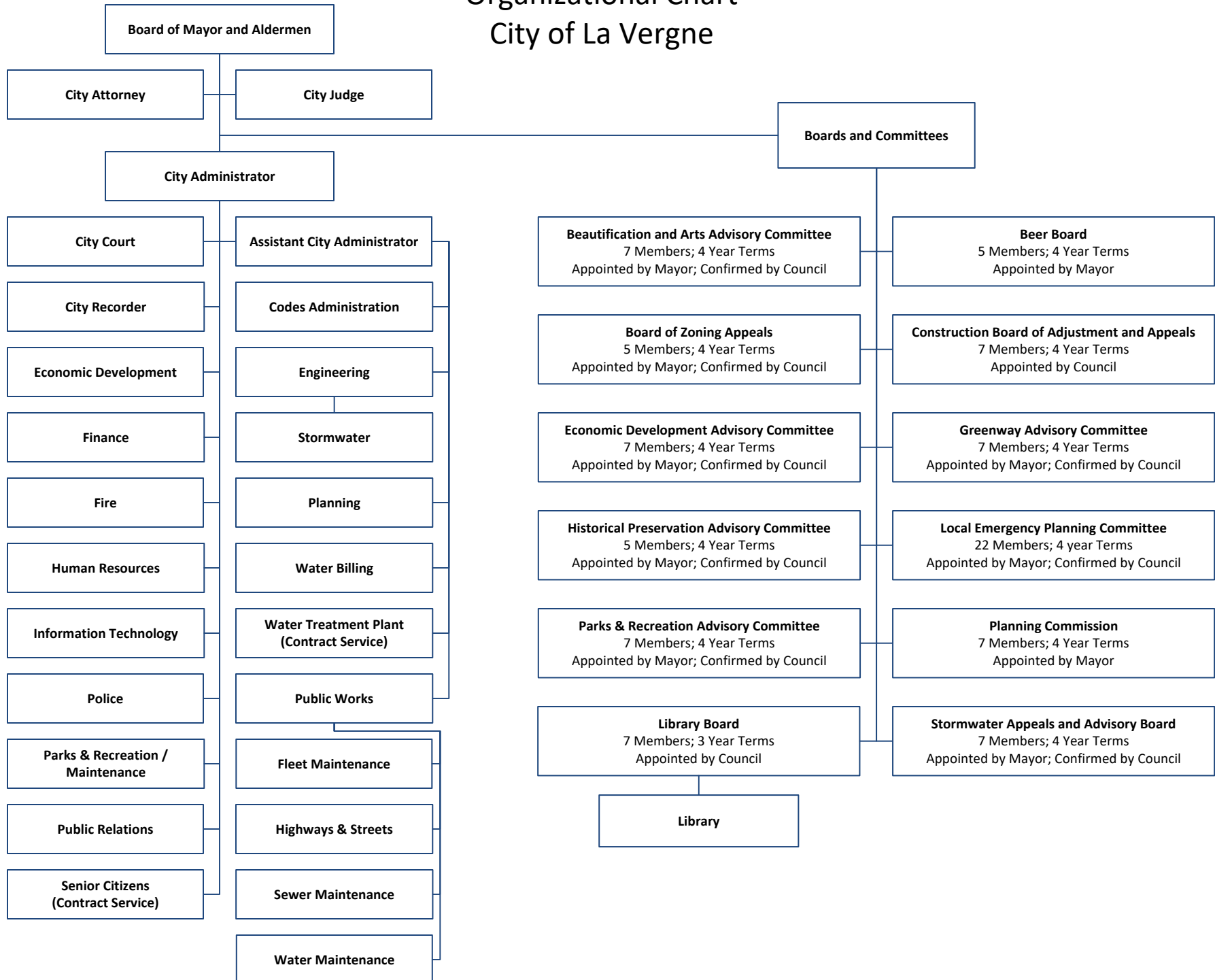
“A La Vergne that delivers the highest level of services with integrity, trust and professionalism to promote economic growth and endless opportunity.”

Objectives

Services	Growth	Opportunity
Infrastructure • Water Resources • Sanitary Sewer Resources • Streets • Storm Water Services	Economic Development • Strategic Planning • Improving Quality of Life	Employee Opportunities • Employee Training • Employee Engagement • Employee Resource Management • Recruiting
Parks & Recreation • Parks Services • Recreational Services • Public Events	Leadership • Board of Mayor and Aldermen • Administration • Boards and Committees	Community Connections • Library Services • Public Events • Public Relations
Essential Services • Building Codes • Financial Services • Municipal Courts • Information Technology and Communication	Public Safety • Emergency Dispatch • Fire and Rescue • Law Enforcement	Arts and Culture • City Beautification • Historical Preservation

Organizational Chart

City of La Vergne



PROPOSED BUDGET ORDINANCE

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.

WHEREAS, *Tenn. Code Ann. § 9-1-116* requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Local Taxes	\$ 28,968,377	\$ 29,278,838	\$ 29,108,900
License and Permits	567,512	448,326	435,700
Intergovernmental Revenue	4,922,775	4,870,388	4,869,980
Fines and Forfeitures	376,627	208,600	233,100
Other	1,931,088	35,095,414	453,900
Other Financing Sources			
Issuance of Debt	-	-	-
Sale of Capital Assets	307,002	2,000	3,500
Transfer In-from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 37,073,381	\$ 69,903,566	\$ 35,105,080
Appropriations			
Expenditures			
General Government (other)	\$ 9,175,067	\$ 19,737,439	\$ 14,722,583
Public Safety	18,005,018	27,759,332	23,103,674
Public Works	1,490,835	1,691,927	2,072,835
Parks and Recreation	1,902,584	1,638,405	2,022,990
Debt Service	2,311,928	2,301,464	1,672,411
Other Financing Uses			
Transfer Out - to other funds	1,896,151	464,538	6,480,000
Total Appropriations	\$ 34,781,583	\$ 53,593,105	\$ 50,074,493
Change in Fund Balance(Revenues-Appropriations)	2,268,759	(17,746,041)	(14,969,413)
Beginning Fund Balance July 1	57,254,482	59,523,241	41,777,200
Ending Fund Balance June 30	\$ 59,523,241	\$ 41,777,200	\$ 26,807,787
Ending Fund Balance as a % of Total Appropriations	171.1%	78.0%	53.5%

State Street Aid Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
State Gas and Motor Fuel Taxes	\$ 1,345,076	\$ 1,384,541	\$ 1,370,000
Other	26,616	38,133	25,200
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 1,371,692	\$ 1,422,674	\$ 1,395,200
Appropriations			
Public Works Department	\$ 1,847,461	\$ 1,158,902	\$ 1,225,700
Debt Service - Principal and Interest	71,294	73,388	74,313
Total Appropriations	\$ 1,918,755	\$ 1,232,290	\$ 1,300,013
Change in Fund Balance (Revenues - Appropriations)	(547,063)	190,384	95,187
Beginning Fund Balance July 1	2,147,068	1,600,005	1,790,389
Ending Fund Balance June 30	\$ 1,600,005	\$ 1,790,389	\$ 1,885,576
Ending Fund Balance as a % of Total Appropriations	83.4%	145.3%	145.0%

Senior Citizen's Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
State of Tennessee	\$ 35,474	\$ 26,800	\$ -
Rutherford County	46,200	46,200	-
Other	17,892	3,588	-
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	161,151	174,538	200,001
Total Revenues and Other Financing Sources	\$ 260,717	\$ 251,126	\$ 200,001
Appropriations			
Expenditures			
Wages	\$ 145,411	\$ 174,538	\$ -
Others	102,130	81,449	251,050
Total Appropriations	\$ 247,541	\$ 255,987	\$ 251,050
Change in Fund Balance (Revenues - Appropriations)	13,176	(4,861)	(51,049)
Beginning Fund Balance July 1	\$ 171,907	185,083	180,222
Ending Fund Balance June 30	\$ 185,083	\$ 180,222	\$ 129,173
Ending Fund Balance as a % of Total Appropriations	74.8%	70.4%	51.5%

Drug Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Fines And Forfeitures	\$ 24,412	\$ 14,732	\$ 20,000
Other	1,815	27,401	35,700
Other Financing Sources			
Issuance of Debt / Debt Proceeds	6,791	-	-
Transfers In - from other funds	30,000	30,000	30,000
Total Revenues and Other Financing Sources	\$ 63,018	\$ 72,133	\$ 85,700
Appropriations			
Drug Enforcement	\$ 28,165	\$ 54,957	\$ 183,100
Debt Service	-	-	-
Total Appropriations	\$ 28,165	\$ 54,957	\$ 183,100
Change in Fund Balance (Revenues - Appropriations)	34,853	17,176	(97,400)
Beginning Fund Balance July 1	326,930	361,783	378,959
Ending Fund Balance June 30	\$ 361,783	\$ 378,959	\$ 281,559
Ending Fund Balance as a % of Appropriations	1284.5%	689.6%	153.8%

Equitable Sharing Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Federal Government	\$ 319,937	\$ 65,043	\$ 30,000
Other	72	10,896	5,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 320,009	\$ 75,939	\$ 35,000
Appropriations			
Wages	\$ -	\$ -	\$ -
Others	6,376	319,098	247,450
Total Appropriations	\$ 6,376	\$ 319,098	\$ 247,450
Change in Fund Balance (Revenues - Appropriations)	313,633	(243,159)	(212,450)
Beginning Fund Balance July 1	591,517	905,150	661,991
Ending Fund Balance June 30	\$ 905,150	\$ 661,991	\$ 449,541
Ending Fund Balance as a % of Total Appropriations	14196.2%	207.5%	181.7%

Stormwater Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Fees	\$ 1,387,137	\$ 1,409,193	\$ 1,375,000
Others	20,290	89,184	70,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 1,407,427	\$ 1,498,377	\$ 1,445,000
Appropriations			
Wages	\$ 403,477	\$ 446,834	\$ 493,366
Others	1,064,622	2,490,505	2,801,118
Total Appropriations	\$ 1,468,099	\$ 2,937,339	\$ 3,294,484
Change in Fund Balance (Revenues - Appropriations)	(60,672)	(1,438,962)	(1,849,484)
Beginning Fund Balance July 1	4,622,560	4,561,888	3,122,926
Ending Fund Balance June 30	\$ 4,561,888	\$ 3,122,926	\$ 1,273,442
Ending Fund Balance as a % of Total Appropriations	310.7%	106.3%	38.7%

Parks & Recreation Capital Projects Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 142,558	\$ 130,771	\$ 85,000
Others	8,803	27,863	10,000
Other Financing Sources			
Transfers In - from other funds	205,000	260,000	250,000
Total Revenues and Other Financing Sources	\$ 356,361	\$ 418,634	\$ 345,000
Appropriations			
Capital Outlay	\$ 132,626	\$ 72,688	\$ 1,323,000
Others	554	946	1,000
Total Appropriations	\$ 133,180	\$ 73,634	\$ 1,324,000
Change in Fund Balance (Revenues - Appropriations)	223,181	345,000	(979,000)
Beginning Fund Balance July 1	459,091	682,272	1,027,272
Ending Fund Balance June 30	\$ 682,272	\$ 1,027,272	\$ 48,272
Ending Fund Balance as a % of Total Appropriations	512.3%	1395.1%	3.6%

Streets Capital Projects Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 836,584	\$ 755,691	\$ 500,000
State of Tennessee			
Others	\$215,140	\$48,663	\$40,000
Other Financing Sources			
Transfers In - from other funds	-	-	6,000,000
Total Revenues and Other Financing Sources	\$ 1,051,724	\$ 804,354	\$ 6,540,000
Appropriations			
Capital Outlay	\$ 1,702,646	\$ 794,279	\$ 7,610,148
Others	599	2,121	1,000
Total Appropriations	\$ 1,703,245	\$ 796,400	\$ 7,611,148
Change in Fund Balance (Revenues - Appropriations)	(651,521)	7,954	(1,071,148)
Beginning Fund Balance July 1	3,467,038	2,815,517	2,823,471
Ending Fund Balance June 30	\$ 2,815,517	\$ 2,823,471	\$ 1,752,323
Ending Fund Balance as a % of Total Appropriations	165.3%	354.5%	23.0%

Police Impact Fee Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 161,800	\$ 98,797	\$ 100,000
State of Tennessee	-	-	239,927
Others	62	12,398	6,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 161,862	\$ 111,195	\$ 345,927
Appropriations			
Capital Outlay	\$ -	\$ 239,927	\$ 100,662
Others	305	689	700
Total Appropriations	\$ 305	\$ 240,616	\$ 101,362
Change in Fund Balance (Revenues - Appropriations)	161,557	(129,421)	244,565
Beginning Fund Balance July 1	525,207	686,764	557,343
Ending Fund Balance June 30	\$ 686,764	\$ 557,343	\$ 801,908
Ending Fund Balance as a % of Total Appropriations	225168.5%	231.6%	791.1%

Fire Impact Fee Fund	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Revenues			
Impact Fees	\$ 61,955	\$ 36,323	\$ 30,000
Others	-	-	-
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 61,955	\$ 36,323	\$ 30,000
Appropriations			
Capital Outlay	\$ 35,292	\$ 80,086	\$ 38,000
Others	16	-	-
Total Appropriations	\$ 35,308	\$ 80,086	\$ 38,000
Change in Fund Balance (Revenues - Appropriations)	26,647	(43,763)	(8,000)
Beginning Fund Balance July 1	138,659	165,306	121,543
Ending Fund Balance June 30	\$ 165,306	\$ 121,543	\$ 113,543
Ending Fund Balance as a % of Total Appropriations	468.2%	151.8%	298.8%

WATER and SEWER FUND	FY 2022-23 Actual	FY 2023-24 Estimated	FY 2024-25 Proposed
Operating Revenues			
Water Sales	\$ 5,681,688	\$ 5,819,436	\$ 8,300,000
Sewer Fees	7,481,129	7,766,633	7,800,000
Tap Fees			
Miscellaneous Other Fees	6,319,423	888,820	725,100
Total Operating Revenues	\$ 19,482,240	\$ 14,474,889	\$ 16,825,100
Operating Expenses			
Water Treatment Plant	\$ 2,448,050	\$ 2,657,139	\$ 2,672,748
Sewer Department	4,511,066	4,337,747	5,135,860
Water Department	2,160,469	2,593,816	3,381,614
Water Billing	788,963	832,011	961,766
Other	112,241	201,050	201,500
Depreciation	2,407,148	2,493,504	2,513,000
Total Operating Expenses	\$ 12,427,937	\$ 13,115,267	\$ 14,866,488
Operating Income (Loss)	\$ 7,054,303	\$ 1,359,622	\$ 1,958,612
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ -	\$ -	\$ -
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(216,000)	(268,675)	(300,000)
Other Expense	(50,294)	(774,047)	(1,478,400)
Total Nonoperating Revenue (Expenses)	\$ (266,294)	\$ (1,042,722)	\$ (1,778,400)
Income (Loss) Before Capital Contributions and Transfers	\$ 6,788,009	\$ 316,900	\$ 180,212
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 828,550	\$ 506,101	\$ 490,000
Capital Contributions - Grants	-	-	1,850,000
Capital Contributions - Other	-	-	-
Transfers In - from Other Funds	-	-	-
Transfers Out - to Other Funds (PILOT)			
Total Capital Contributions and Transfers	\$ 828,550	\$ 506,101	\$ 2,340,000
Change in Net Position	\$ 7,616,559	\$ 823,001	\$ 2,520,212
Beginning Net Position July 1	69,621,006	77,237,565	78,060,566
Ending Net Position June 30	\$ 77,237,565	\$ 78,060,566	\$ 80,580,778

SECTION 2: At the end of the fiscal year 2024, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance/Net Position at June 30, 2024
General Fund	\$41,777,200
State Street Aid Fund	\$1,790,389
Senior Citizens Fund	\$180,222
Drug Fund	\$378,959
Equitable Sharing Fund	\$661,991
Stormwater Fund	\$3,122,926
Parks & Recreation Capital Fund	\$1,027,272
Streets Capital Fund	\$2,823,471
Police Impact Fund	\$557,343
Fire Impact Fund	\$121,543
Water & Sewer Fund	\$20,826,577

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

**Schedule of Outstanding Debt and Budgeted Debt Service
Fiscal Year 2025**

Fund	Type of Debt	Loan Name and Description	Original Issuance Amount	Authorized & Unissued	Total Principal Outstanding at June 30, 2024	Budgeted Annual Debt Service		
						Principal	Interest	Total
General	Bond	2009 GO Public Improvement	\$ 4,125,000	\$ -	\$ 550,000	\$ -	\$ -	\$ -
General/State Street Aid	Bond	2014 GO Public Improvement	2,630,000		570,000	290,000	7,250	297,250
General	Bond	2015 General Obligation	5,420,000		3,620,000	270,000	96,123	366,123
General	Bond	2021 General Obligation Public Improvement	16,250,000		15,655,000	655,000	426,150	1,081,150
		Total	\$ 28,425,000	\$ -	\$ 20,395,000	\$ 1,215,000	\$ 529,523	\$ 1,744,523
Water & Sewer	Bonds	2021 Water & Sewer Revenue & Tax	11,840,000		\$ 11,690,000	\$ 1,190,000	\$ 252,793	\$ 1,442,793
		Total	\$ 11,840,000	\$ -	\$ 11,690,000	\$ 1,190,000	\$ 252,793	\$ 1,442,793
		Total Outstanding Debt	\$ 40,265,000	\$ -	\$ 32,085,000	\$ 2,405,000	\$ 782,315	\$ 3,187,315

SECTION 4: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects-Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects-Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Water and Sewer	\$ 18,000,000	\$ -	\$ -
Roads and Parks	8,933,148	-	-

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.5363 per \$100 of assessed value on real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: The City of La Vergne Fee Schedule for Fiscal Year 2024-2025, which shall be attached to and made a part of this ordinance as though copied therein, is hereby adopted.

SECTION 12: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 13: This ordinance shall take effect on July 1, 2024, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading: _____

Jason Cole, Mayor

Public Hearing: _____

ATTEST:

2nd Reading: _____

Bruce E. Richardson, City Administrator

Published in the Murfreesboro Post on _____.

LINE ITEM BUDGET

GENERAL FUND

GENERAL FUND REVENUES

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
TAXES					
31100	Property Taxes (Current)	8,457,182	8,629,852	8,600,000	9,000,000
31211	Property Tax Delinquent - 1st	60,977	102,064	40,000	40,000
31212	Property Tax Delinquent - 2nd	23,469	22,186	25,000	20,000
31213	Property Tax Delinquent - 3rd	15,507	7,997	5,000	5,000
31214	Property Tax Delinquent - 4th	11,432	1,896	3,000	3,000
31215	Property Tax Delinquent - 5th	1,607	1,512	500	500
31216	Property Tax Delinquent - 6th	940	732	500	500
31217	Property Tax Delinquent - 7th	358	167	200	200
31218	Property Tax Delinquent - 8th	139	629	100	100
31219	Property Tax Delinquent - Prior Years	206	305	100	100
31300	Int, Penalty, and Court Cost	38,690	36,166	35,000	35,000
31510	Payments in Lieu of Taxes - Utilities	197,584	162,891	200,000	160,000
31511	Payments in Lieu of Taxes - TVA	444,106	502,313	440,000	475,000
31610	Local Sales Tax	14,375,258	16,302,744	14,500,000	16,500,000
31700	Wholesale Alcoholic Bev Tax - Beer Privilege	4,527	4,752	4,000	4,000
31710	Wholesale Beer Tax - 17%	606,743	565,802	560,000	560,000
31720	Wholesale Liquor Tax 5% Mo. Ins.	292,140	308,488	270,000	285,000
31800	Business Tax	1,543,248	1,878,095	1,500,000	1,600,000
31801	Business License and Permits	3,945	3,450	3,000	3,000
31912	Cable TV Franchise Tax Comcast	263,132	241,531	260,000	240,000
31913	Cable TV Franchise Tax AT&T, Direct	4,347	3,452	4,500	4,500
31914	Cable TV Franchise Tax Tennessee Telephone Company	74,452	66,803	75,000	68,000
31920	Room Occupancy Tax	11,397	21,128	12,000	15,000
31921	Hotel/Motel Tax	106,318	103,422	90,000	90,000
	Total Taxes	26,537,704	28,968,377	26,627,900	29,108,900

PERMITS					
32210	Beer License Application Fees	1,000	1,000	500	500
32220	Liquor License Application Fees			500	
32230	Liquor License - Priv Tax - Restaurant			200	
32610	Building Permits	330,405	276,755	300,000	275,000
32630	Plumbing Permits	32,672	21,266	20,000	20,000
32635	Mechanical Permits	28,951	13,462	11,000	15,000
32670	Plans Review Fees	124,451	142,607	65,000	100,000
32680	Inspection fees		125	200	200
32690	Other Permits and Renewal Fees	161,118	112,297	25,000	25,000
	Total Permits	678,596	567,512	422,400	435,700

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
STATE REVENUES					
33161	FEMA Grant	1,094			
33179	OJP Vest Grant	2,626	1,970	7,800	8,000
33291	Other Federal - DEA -POL OT	16,015	12,519	5,000	5,000
33293	Federal Grant - ARPA - 2021	507,207			
33418	Jag Grant Revenue	1,412			
33429	State Grant-FIRE Training Reim	38,400	43,200	40,000	40,000
33430	State Grant-PD Training Reim	44,000	44,000	46,000	46,000
33440	State Grant-Capital, Road,Public Safety	405,763			
33441	State Grant			287,844	
33450	State Grant - TEMA	198	7,983		
33510	State Sales Tax	4,380,813	4,615,395	4,000,000	4,600,000
33515	State Gambling Tax	46,148	69,030	30,000	50,000
33520	State Income Tax	5,280	6,867	3,000	3,000
33530	State Beer Tax	17,686	17,680	15,000	15,000
33540	State Alcoholic Beverage Tax	19,378	28,977	17,000	25,000
33553	State Gasoline Inspection Fee	70,756	70,933	68,000	68,000
33555	State Street Contract Maintenance - TDOT	4,221	4,221	4,220	4,980
33558	Transportation Modernization Rev				5,000
	Total State Revenues	5,560,996	4,922,775	4,523,864	4,869,980

RECREATION					
33730	Local Grant - PEP	5,000	9,000	5,000	5,000
33731	Local Grant - PEP Drivers/Safety Grant	1,465	5,969	3,000	3,000
34120	Fees & Commissions	5,291	2,199	1,500	1,500
34718	Police Security Services	19,533	22,547	1,000	1,000
34731	Veterans Memorial Wall	424	550	500	500
34741	League Fees	16,950	3,550	8,000	4,000
34744	Recreation Fees	5,415	6,510	3,000	4,000
34746	Field Rentals	5,900	1,260	3,000	1,500
34748	Rental - Multi Purpose Bldg	14,090	14,345	9,000	11,000
34758	Donations-Parks		5,000		
	Total Recreation	74,068	70,930	34,000	31,500

LIBRARY					
33110	Community Development Grant			7,000	0
34762	Library - Donations & Gifts	17	3,158	100	100
34764	Copies	254	1,033	200	200
34765	Fax	260	549	100	100
34768	Lost Books	45	27		
34769	Lost Cards		35		
34770	Sale of Used Books		8		
34775	Sale of Miscellaneous items	5	5		
34779	Misc Revenue		-89		
34801	Revenue - Children's Programs	67	83	50	50
	Total Library	647	4,809	7,450	450

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
COURT FINES					
35110	City Court Fines & Costs	179,436	300,187	180,000	188,000
35111	Court Fines - Rutherford County	51,131	51,820	40,000	40,000
35112	Court Fines - State of Tennessee	2,030	10,390	3,000	3,000
35114	Fees-E-Citation \$1	1,683	2,366	1,600	0
35115	Fees-E-Citation \$4	6,729	9,464	5,000	0
35132	DUI Impound Fees	90		100	100
35151	Sex Offender Registry Fees	150	2,400	3,500	2,000
	Total Court Fines	241,248	376,627	233,200	233,100

OTHER REVENUES					
36100	Interest Earnings	5,416	5,531	3,500	300,000
36101	Interest Earnings-Bond Account	1,360	1,751	1,000	50,000
36212	Rent SBA/Clearwire - Fire Station	18,000	18,000	18,000	
36350	Insurance Recoveries	66,113	227,423	20,000	20,000
36510	Sale of General Items	1,028	1,504,704	1,500	1,500
36520	Sale of Fixed Assets	11,878	305,776	1,500	1,500
36521	Sale of Police Supplies	11,761		1,500	1,500
36523	Sale of Police Fixed Assets	13,301		1,500	1,500
36531	Sale of Highway & Streets Supplies	4,738	2,958		1,500
36534	Sale of Highway & Streets Fixed Assets		1,226		500
36705	Grant - GHSO	10,866	25,733	10,000	5,000
36706	Contributions Farmers Market		240		
36714	Contributions Parks & Rec-Howl @ the Moon, misc	3,970	4,125	2,000	3,000
36726	Contributions Fall Festival	17,577	26,609	10,000	15,000
36730	Contributions Fire Dept	250	150	150	150
36734	Fire Training Revenue	490			
36740	Opoid Abatement		10,042		10,000
36900	Other Financing Sources	28,617	27,069	12,000	12,000
36907	Windstream/Verizon License ROW	1,000	1,000	500	500
36920	Sale of Bonds or Leases	17,505,084			
37840	Prior Year Surplus-Carryover items			11,799,611	
37840	Prior Year Surplus-New items			22,256,891	
37840	Current Year Surplus			-2,924,028	
37497	Recycling Revenue	1,489	14		1,800
	Total Other Revenues	17,702,938	2,162,351	31,215,624	425,450

	Total Revenues	50,796,198	37,073,381	63,064,438	35,105,080
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GENERAL FUND EXPENDITURES

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41110	Legislative Board				
111	Wages-Salaried	29,400	29,400	29,400	29,400
141	Fica - Employer Share	2,204	2,237	2,248	2,249
142	Health Insurance	92,756	102,008	79,904	98,735
148	Employee Education & Training	210	185		
235	Membership, Registration Fees, Tuition	14,659	14,120	14,300	14,300
280	Travel	55		300	300
287	Per Diem, Mileage Reimbursement	484	490	500	500
310	Office Supplies & Materials	363	219	500	500
320	Operating Supplies			300	300
323	Food	4,057	7,325	3,000	6,000
326	Clothing & Uniforms	532	644	500	500
378	Planning Retreat			15,000	
331	Gas, Oil, Diesel, etc.			400	400
	Total Legislative Board	144,720	156,628	146,352	153,184

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41200	Judicial				
111	Wages-Salaried	108,000	116,300	116,300	121,000
141	Fica - Employer Share	8,268	8,905	8,897	9,257
142	Health Insurance	42,576	46,814	49,099	64,968
148	Employee Education & Training			750	750
235	Membership, Registration Fees, Tuition			700	700
252	Legal Services	47,647	98,370	50,000	70,000
259	Other Professional Services	375		500	500
280	Travel			1,300	1,300
	Total Judicial	206,866	270,389	227,546	268,475

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41210	City Court				
121	Wages-Hourly	57,971	91,537	93,662	101,754
122	Wages-Overtime	58	19	800	800
134	Longevity		790	840	840
136	ARPA Premium	2,500			
141	Fica - Employer Share	4,302	7,213	7,290	7,910
142	Health Insurance	42,158	46,611	35,334	44,314
143	Retirement - 401 City Match	989	3,239	4,288	4,653
144	Retirement - 457 City Match		1,801	3,336	3,619
148	Employee Education & Training			200	200
211	Postage			100	100
259	Other Professional Services	302	16		
260	Repair & Maintenance Service	5,938	6,825	7,500	6,528
280	Travel	141	95	100	100
310	Office Supplies & Materials	1,644	768	2,000	2,000
312	Small Items of Equipment			100	100
326	Clothing & Uniforms	248	114	100	100
533	Machinery & Equipment Rental	2,580			
	Total City Court	118,831	159,028	155,650	173,017

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41340	City Administrator				
111	Wages-Salaried	283,033	345,061	375,091	397,325
129	Other Wages	-135,140	-154,474	-169,065	-206,054
134	Longevity	1,440	1,440	1,440	1,440
136	ARPA Premium	5,000			
141	Fica - Employer Share	21,401	25,357	28,805	30,506
142	Health Insurance	43,861	48,454	51,089	67,098
143	Retirement - 401 City Match	11,916	15,970	16,944	17,944
144	Retirement - 457 City Match		4,447	13,178	13,957
148	Employee Education & Training	1,100	450	2,500	2,500
211	Postage		69	300	300
235	Membership, Registration Fees, Tuition	2,118	2,611	3,000	3,000
259	Other Professional Services	4,480	480	10,000	10,000
280	Travel	0	0	1,000	1,000
287	Per Diem, Mileage Reimbursement	1,073	718	500	500
310	Office Supplies & Materials	1,595	1,950	2,000	2,000
312	Small Items of Equipment				5,000
326	Clothing & Uniforms	397	522	500	500
331	Gas Oil & Fuel	3,066	3,198	3,000	3,500
533	Machinery & Equipment Rental	1,199	1,100	1,300	1,300
	Total City Administrator	246,540	297,353	341,582	351,816

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41510	City Recorder				
121	Wages-Hourly	97,416	113,026	161,289	105,084
122	Wages-Overtime		798	1,000	1,000
134	Longevity	340	320	710	440
136	ARPA Premium	5,000			
141	Fica - Employer Share	7,736	8,825	12,394	8,149
142	Health Insurance	42,442	44,412	73,536	64,840
143	Retirement - 401 City Match	4,666	5,257	7,290	4,794
144	Retirement - 457 City Match		3,375	5,670	3,728
148	Employee Education & Training	455		500	500
211	Postage	100	228	500	500
231	Publication of Formal & Legal Notices	4,902	5,896	4,500	6,000
235	Membership, Registration Fees, Tuition	9		300	300
259	Other Professional Services	1,426	7,167	7,500	7,500
260	Repair & Maintenance Service			17,600	18,000
280	Travel			100	100
310	Office Supplies & Materials	509	1,575	2,000	2,000
312	Small Items of Equipment		106	500	500
326	Clothing & Uniforms	88	55	100	100
533	Machinery & Equipment Rental		1,935	2,600	2,600
	Total City Recorder	165,088	192,975	298,089	226,135

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41592	Finance/Tax Administration				
111	Wages-Salaried	187,023	225,758	120,301	218,776
121	Wages-Hourly	265,242	300,912	375,859	456,447
122	Wages-Overtime	442	906	2,600	2,600
129	Other Wages	-227,936	-262,763	-288,581	-337,781
130	Referral Pay		100		
132	Bonus Pay		3,295	1,648	
134	Longevity	4,140	3,560	3,210	2,630
136	ARPA Premium	17,500			
141	Fica - Employer Share	36,038	47,048	38,528	52,055
142	Health Insurance	135,189	160,069	170,900	231,332
143	Retirement - 401 City Match	20,825	23,568	22,663	29,878
144	Retirement - 457 City Match		4,132	17,626	23,238
148	Employee Education & Training		200	600	2,000
211	Postage	6,523	8,442	8,500	8,500
221	Printing, Stationery, Envelopes			500	500
231	Publication of Formal & Legal Notices			1,200	1,200
235	Membership, Registration Fees, Tuition	1,295	1,270	500	500
253	Accounting & Auditing Services	18,560	22,335	25,000	25,000
259	Other Professional Services	4,136	291,962	110,000	110,000
260	Repair & Maintenance Service	38,532	31,000	35,000	35,000
280	Travel			150	150
287	Per Diem, Mileage Reimbursement			100	100
310	Office Supplies & Materials	6,705	4,849	4,900	4,900
312	Small Items of Equipment	454	6,008	1,500	1,500
320	Operating Supplies	421	639	500	500
326	Clothing & Uniforms	28	156	350	400
401	Tax Relief	8,986	8,231	10,000	10,000
533	Machinery & Equipment Rental	280		500	500
555	Bank Service Charges	295	688	500	5,000
	Total Finance/Tax Administration	524,678	882,365	664,554	884,925

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41650	Human Resources				
111	Wages-Salaried	154,364	168,093	177,745	192,201
121	Wages-Hourly	104,777	80,592	127,192	173,430
122	Wages-Overtime	480	27	500	1,000
129	Other Wages	-115,749	-130,788	-142,458	-215,571
134	Longevity	440	530	580	650
135	Employee Relations	13,574	42,905	15,000	20,000
136	ARPA Premium	7,500			
141	Fica - Employer Share	20,238	19,074	23,409	28,097
142	Health Insurance	73,296	80,719	97,236	129,725
143	Retirement - 401 City Match	5,347	10,723	13,771	16,528
144	Retirement - 457 City Match		4,079	10,711	12,855
147	Unemployment Insurance	344			
148	Employee Education & Training	14,888	4,389	33,000	40,000
211	Postage	190	1,158	400	400
221	Printing, Stationery, Envelopes	3,684	1,512	4,000	4,000
231	Publication of Formal & Legal Notices	389	263	300	300
235	Membership, Registration Fees, Tuition	2,913	4,151	2,000	4,000
237	Advertising	77	2,387	2,000	2,000
259	Other Professional Services	97,524	88,920	120,000	145,411
260	Repair & Maintenance Service	73			93,000
280	Travel	2,411	4,264	4,500	6,000
287	Per Diem, Mileage Reimbursement	747	1,608	1,200	1,200
310	Office Supplies & Materials	6,942	4,102	2,500	3,700
312	Small Items of Equipment	1,106			1,500
320	Operating Supplies	2,169	499	1,000	1,000
323	Food	1,584	1,057	200	200
326	Clothing & Uniforms	265	210	200	250
376	Employee Relations - Thanksgiving			7,000	7,000
377	Employee Relations - Holiday			20,000	25,000
948	Computer Equipment		32,258	150,611	
	Total Human Resources	399,571	422,732	672,597	693,876

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41670	Engineering				
111	Wages-Salaried	40,859	57,892	117,319	124,463
121	Wages-Hourly	207,919	225,538	251,267	267,484
122	Wages-Overtime	21	917	2,000	2,000
128	Other Wages			-42,588	
129	Other Wages	-137,692	-182,563	-211,148	-230,471
132	Bonus Pay			2,129	4,258
134	Longevity	2,380	1,580	1,750	2,250
136	ARPA Premium	10,000			
141	Fica - Employer Share	20,205	22,004	28,646	30,635
142	Health Insurance	95,069	89,123	109,787	132,636
143	Retirement - 401 City Match	10,873	8,585	16,851	18,020
144	Retirement - 457 City Match		2,420	13,106	14,016
147	Unemployment Insurance		825		
148	Employee Education & Training	664	449	1,200	1,200
211	Postage	1	8	100	100
231	Publication of Formal & Legal Notices				200
235	Membership, Registration Fees, Tuition		35	1,500	1,500
241	Electric	5,845	6,335	6,000	6,000
242	Water	133	126	200	200
259	Other Professional Services	9,925	6,153	10,000	610,000
260	Repair & Maintenance Service		3,473	1,000	1,000
280	Travel	438		500	500
287	Per Diem, Mileage Reimbursement	99	44	300	300
310	Office Supplies & Materials	314	1,076	1,500	1,500
312	Small Items of Equipment		4,025	2,000	2,000
320	Operating Supplies	2,349	542	3,000	3,000
323	Food			400	400
324	Janitorial Supplies	162		300	300
326	Clothing & Uniforms	1,801	1,931	2,000	2,000
331	Gas, Oil, Diesel, etc.	3,437	3,681	2,750	3,500
533	Machinery & Equipment Rental			1,000	1,000
	Total Engineering	274,800	254,199	322,869	999,991

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41680	Information Technology				
111	Wages-Salaried	164,118	191,287	205,263	220,795
121	Wages-Hourly	62,871	117,418	139,946	146,047
129	Other Wages	-122,587	-152,420	-172,356	-192,239
132	Bonus Pay				2,384
134	Longevity	1,510	1,680	1,830	1,980
136	ARPA Premium	7,500			
141	Fica - Employer Share	17,899	24,021	26,548	28,397
142	Health Insurance	62,028	62,950	58,348	67,235
143	Retirement - 401 City Match	7,092	11,881	15,616	16,704
144	Retirement - 457 City Match		6,971	12,146	12,992
211	Postage		63	50	50
231	Publication of Formal & Legal Notices			200	200
233	Subscriptions to Newspapers & Periodicals	8,754	20	500	500
235	Membership, Registration Fees, Tuition	18,245	12,581	16,500	16,500
245	Telephone & Cell Phones	226,595	251,868	212,000	250,000
259	Other Professional Services	586			
260	Repair & Maintenance Service	70,947	133,954	130,000	153,000
310	Office Supplies & Materials	208	94	1,000	1,000
312	Small Items of Equipment	37,591	76,097	50,000	57,000
320	Operating Supplies	118	708	3,000	3,000
326	Clothing & Uniforms	322	576	800	800
331	Gas, Oil, Diesel, etc.	183	94	220	220
346	Communication Maintenance	31,248	52,772	48,000	50,000
930	Improvements other than Building	380,392			
948	Computer Equipment		89,410		
	Total Information Technology	975,619	882,025	749,611	836,566

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41700	Planning				
111	Wages-Salaried	67,941	81,084	88,197	93,526
129	Other Wages			42,588	
134	Longevity	270	320	370	420
136	ARPA Premium	2,500			
141	Fica - Employer Share	5,160	6,072	6,775	7,187
142	Health Insurance	23,805	23,571	24,790	32,748
143	Retirement - 401 City Match	128	3,702	3,986	4,228
144	Retirement - 457 City Match			3,100	3,288
148	Employee Education & Training			1,000	1,000
211	Postage			100	100
233	Subscriptions to Newspapers & Periodicals	42		100	100
235	Membership, Registration Fees, Tuition	11,577	11,091	11,500	11,500
259	Other Professional Services	44,187	14,080		
280	Travel	645	377	500	500
287	Per Diem, Mileage Reimbursement	35	53	100	100
310	Office Supplies & Materials	76	274	300	300
323	Food	2,583	2,761	1,800	2,500
326	Clothing & Uniforms	560	542	600	600
331	Gas, Oil, Diesel, etc.	390	394	385	425
720	Grants/ Donations Other Institutions	25,481	26,423	26,000	28,000
	Total Planning	185,380	170,744	212,191	186,522

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41710	Codes Administration				
111	Wages-Salaried	90,033	104,676	108,417	93,526
121	Wages-Hourly	83,283	95,210	98,131	92,670
122	Wages-Overtime	4,302	3,937	3,000	3,000
126	Wages-Inspector	240,400	275,416	286,136	339,682
132	Bonus Pay			1,471	
134	Longevity	3,310	3,660	3,510	3,480
136	ARPA Premium	20,000			
141	Fica - Employer Share	32,900	37,473	38,302	40,725
142	Health Insurance	158,322	174,406	183,033	253,507
143	Retirement - 401 City Match	9,086	17,006	22,531	23,956
144	Retirement - 457 City Match		1,596	17,524	18,633
148	Employee Education & Training	1,229	1,192	3,000	3,000
211	Postage	1,176	4,650	3,000	3,000
221	Printing, Stationery, Envelopes	299		400	400
235	Membership, Registration Fees, Tuition	1,880	1,341	1,200	1,200
241	Electric	5,845	6,335	6,000	6,000
242	Water	133	126	150	150
259	Other Professional Services	3,664	102	5,000	5,000
260	Repair & Maintenance Service	79,095	78,752	45,000	47,000
265	Repair & Maintenance Grounds	1,400	50	4,000	15,000
280	Travel	1,177	984	2,000	2,000
287	Per Diem, Mileage Reimbursement	102	517	400	400
310	Office Supplies & Materials	1,212	1,639	2,000	2,000
312	Small Items of Equipment	166	1,758	1,500	1,500
313	Books		142	500	500
320	Operating Supplies	541	313	1,500	1,500
324	Janitorial Supplies	162		400	400
326	Clothing & Uniforms	3,088	2,521	3,000	3,000
331	Gas, Oil, Diesel, etc.	3,356	3,399	3,850	3,850
365	Condemnation		420	10,000	50,000
529	Lease Vehicle				10,702
	Total Codes Administration	746,161	817,621	854,955	1,025,781

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41810	City Hall				
221	Printing, Stationery, Envelopes	292	75	1,200	1,200
233	Subscriptions to Newspapers & Periodicals	1,478	688	700	700
241	Electric	16,507	19,538	24,000	24,000
242	Water	569	791	2,500	2,500
244	Gas	1,305	1,126	1,800	1,800
248	Communication Services-Comcast	2,536	2,409	2,500	2,500
259	Other Professional Services	6,477	500	5,000	5,000
260	Repair & Maintenance Service	37,591	5,442	15,000	15,000
266	Repair & Maintenance Building	10,576	18,223	15,000	15,000
310	Office Supplies & Materials	6,033	6,656	8,000	8,000
312	Small Items of Equipment	8,985	3,440	5,000	5,000
320	Operating Supplies	8,172	8,936	6,000	6,000
324	Janitorial Supplies	3,385	235	4,000	4,000
331	Gas, Oil, Diesel, etc.	104		250	200
348	Covid-19	39			
378	Employee Relations-Retreat		2,215		15,000
510	Insurance	429,819	444,697	435,000	600,000
529	Lease Vehicle				10,320
533	Machinery & Equipment Rental	9,480	9,510	9,000	9,000
534	Nes Pole Fee	10,289	10,435	15,000	15,000
721	Grants-Non Profits				2,500,000
723	Grants/Donations Health Dept	4,000	4,000	4,000	4,000
910	Land			4,000,000	
920	Buildings	85,175	9,612	8,250,000	3,570,000
939	Other Improvements		2,242,078	210,000	150,000
	Total City Hall	642,811	2,790,606	13,013,950	6,964,220

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
41920	Special Project - Census				
236	Public Relations		33,657	50,000	10,000
	Total Special Projects-Census		33,657	50,000	10,000

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
42100	Police				
111	Wages-Salaried	160,614	274,182	384,469	490,876
121	Wages-Hourly	4,027,144	4,190,197	4,455,251	4,615,291
122	Wages-Overtime	285,217	471,307	516,000	516,000
123	Wages-Clerical	266,126	427,478	624,966	803,798
124	Wages-Dispatcher	359,330	431,205	625,827	724,835
128	Wages-Other (Pay Supplement from POST)	44,000	44,000	46,000	46,000
132	Bonus Pay	11,228	19,436		3,394
134	Longevity	31,510	31,640	30,130	30,080
136	ARPA Premium	205,000			
138	Clothing Taxable Fringe	6,000	6,600	6,600	6,600
141	Fica - Employer Share	406,642	462,065	507,705	549,597
142	Health Insurance	1,766,880	1,825,266	2,000,240	2,631,478
143	Retirement - 401 City Match	180,331	245,251	298,642	323,292
144	Retirement - 457 City Match		83,940	232,290	251,450
147	Unemployment Insurance		55		
148	Employee Education & Training	54,089	42,739	44,000	44,000
211	Postage	835	1,047	1,100	1,100
221	Printing, Stationery, Envelopes	2,048	847	4,000	4,000
223	Publications	108		1,000	1,000
231	Publication of Formal & Legal Notices			2,000	2,000
234	Subscriptions	23,129	19,014	21,000	21,000
235	Membership, Registration Fees, Tuition	8,711	6,503	9,000	9,000
236	Public Relations/Recruitment	2,766	2,577	4,000	4,000
241	Electric	42,467	45,650	49,500	49,500
242	Water	3,276	3,946	4,000	4,000
244	Gas	3,826	1,406	2,200	2,200
248	Communication Services-Comcast	-206		1,800	1,800
259	Other Professional Services	101,794	71,268	25,000	25,000
260	Repair & Maintenance Service	213,960	185,960	225,000	225,000
261	Repair & Maintenance Vehicles	26,125	42,498	20,000	65,000
266	Repair & Maintenance Building	15,304	20,167	17,500	20,000
280	Travel	14,401	14,110	12,000	25,000
287	Meals & Per Diem	7,477	6,448	5,000	15,000
290	Dui Towing-Contractual Services			2,000	2,000
310	Office Supplies & Materials	24,179	32,744	30,000	30,000
312	Small Items of Equipment	37,892	43,195	697,100	120,000
320	Operating Supplies	20,132	22,245	20,000	20,000
322	Chemical, Laboratory, & Medical	174	400	2,000	2,000
323	Food	3,348	5,136	2,500	5,000
324	Janitorial Supplies	3,170	3,125	3,000	3,000
326	Clothing & Uniforms	61,822	42,536	70,000	70,000
327	Fire Arm Supplies	30,288	32,175	30,000	30,000
331	Gas, Oil, Diesel, etc.	230,142	210,779	185,000	200,000
345	Communication Lease & Metro Contract	6,060	32,148	5,000	52,000

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
533	Machinery & Equipment Rental	6,426	6,473	7,500	7,500
718	Sex Offender Expense		280	2,000	2,000
785	Grants-Bullet Proof Vests			23,600	8,000
789	Other Grants, Crime Felony Accounts			3,000	3,000
796	K-9 Unit	12,543	12,777	10,000	10,000
799	Grants & Contribution Christmas				5,000
920	Buildings	65,811	27,366		1,255,656
940	Machinery & Equipment	13,500			
944	Transportation Equipment	862,948	388,211	931,570	931,570
948	Computer Equipment	751,719	122,887		
949	Other Machinery & Equipment	20,000	25,500		
	Total Police	10,420,285	9,984,779	12,200,490	14,268,018

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
42200	Fire Department				
111	Wages-Salaried	2,736,449	3,295,805	3,921,699	4,369,706
121	Wages-Hourly	142,587	134,499	179,439	253,392
122	Wages-Overtime	137,390	83,628	151,500	151,500
128	Other Wages	37,600	42,400	41,600	50,400
130	Referral Pay		200		
132	Bonus Pay		1,648	1,648	5,340
134	Longevity	17,920	18,300	21,290	21,300
136	ARPA Premium	131,250			
141	Fica - Employer Share	240,878	275,709	327,077	367,295
142	Health Insurance	983,681	1,166,803	1,472,235	1,664,784
143	Retirement - 401 City Match	97,993	144,727	190,423	214,188
144	Retirement - 457 City Match		40,545	148,170	166,591
147	Unemployment Insurance		1,598		
148	Employee Education & Training	33,993	62,025	85,000	85,000
211	Postage	60	65	500	500
221	Printing, Stationery, Envelopes	195		500	500
223	Publications			200	200
233	Subscription to Newspapers & Periodicals			200	200
235	Membership, Registration Fees, Tuition	7,056	11,316	8,500	8,500
236	Public Relations		4,549	5,000	5,000
241	Electricity	26,097	23,451	29,700	29,700
242	Water	1,994	2,179	2,750	2,750
244	Gas	4,501	7,173	4,400	4,400
248	Communication Services-Comcast	3,891	2,419	4,200	5,000
259	Other Professional Services	14,452	3,993	38,000	98,000
260	Repair & Maintenance Service	25,752	41,164	43,000	43,000
261	Repair & Maintenance Vehicles	61,224	151,671	80,000	80,000
266	Repair & Maintenance Building	15,437	15,600	13,500	13,500
280	Travel	1,103	2,649	7,000	10,000
287	Per Diem, Mileage Reimbursement	915	2,247	3,000	6,000
310	Office Supplies & Materials	5,185	4,722	9,000	9,000
312	Small Items of Equipment	20,100	15,100	35,000	45,000
313	Books	3,407	3,442	5,000	8,000
320	Operating Supplies	15,816	16,925	22,000	25,000
322	Medical Supplies	21,536	16,962	20,000	20,000
324	Janitorial Supplies	6,016	4,301	6,000	7,500
326	Clothing & Uniforms	42,083	50,526	50,000	50,000
329	PPE	21,633	47,834	85,000	85,000
331	Gas, Oil, Diesel, etc.	63,217	63,284	65,000	65,000
348	Covid-19	165			
529	Lease		1,000		6,000
533	Machinery & Equipment Rental	5,457	5,544	5,000	5,000
722	Fire Prevention	16,472	17,131	21,000	21,000
734	Emergency Services - Non Profit			32,800	16,000

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
788	Hazmat	263	5,909	10,000	10,000
920	Buildings	86,158	2,231,196	10,550,500	581,000
939	Other Improvements			30,000	200,000
940	Machinery & Equipment	7,645			
944	Transportation Equipment	30,050		880,000	
	Total Fire Department	5,067,622	8,020,239	18,606,831	8,810,245

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
43100	Highways & Streets				
111	Wages-Salaried	40,117			
121	Wages-Hourly	249,148	298,223	424,968	448,469
122	Wages-Overtime	8,835	9,100	15,000	15,000
134	Longevity	2,390	2,060	1,950	1,650
136	ARPA Premium	17,500			
141	Fica - Employer Share	24,031	26,977	33,807	35,582
142	Health Insurance	178,737	215,940	217,076	290,388
143	Retirement - 401 City Match	11,896	8,444	19,885	20,930
144	Retirement - 457 City Match		4,568	15,467	16,279
148	Employee Education & Training	405	1,096	2,000	2,000
211	Postage			100	100
221	Printing, Stationery, Envelopes	275		50	50
235	Membership, Registration Fees, Tuition			200	200
241	Electric	5,882	5,698	6,600	6,600
242	Water	322	314	770	770
244	Gas	1,089	792	1,100	1,100
259	Other Professional Services	912	490	150,400	400
260	Repair & Maintenance Service	13,106	6,805	20,000	20,000
265	Repair & Maintenance Grounds			500	500
266	Repair & Maintenance Building	1,028	2,273	1,000	1,000
268	Repair & Maintenance Roads & Streets	41,006	20,736	25,000	25,000
275	Fleet-Streets	-1			
280	Travel			100	100
310	Office Supplies & Materials	2,304	3,397	2,200	2,200
312	Small Items of Equipment	1,428	12,422	13,000	3,000
320	Operating Supplies	18,781	26,392	25,000	25,000
323	Food	507	82	200	200
324	Janitorial Supplies	2,157	1,446	1,500	1,500
326	Clothing & Uniforms	5,819	7,426	7,000	7,000
331	Gas, Oil, Diesel, etc.	38,348	34,962	33,000	38,000
342	Sign Parts & Supplies	1,633	8,925	10,000	10,000
529	Lease				10,702
533	Machinery & Equipment Rental	1,958	1,012		
940	Equipment	23,254	88,799	50,000	277,000
944	Transportation Equipment	176,605		421,100	200,000
	Total Highways & Streets	869,470	788,379	1,498,973	1,460,720

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
43170	Fleet Maintenance				
121	Wages-Hourly	125,099	169,568	171,601	182,053
122	Wages-Overtime	1,152	4,287	3,000	4,000
130	Referral Pay		100		
134	Longevity	470	790	1,310	1,460
136	ARPA Premium	5,000			
141	Fica - Employer Share	9,882	13,494	13,458	14,345
142	Health Insurance	63,732	70,050	73,626	97,456
143	Retirement - 401 City Match	3,185	6,780	7,916	8,438
144	Retirement - 457 City Match		2,154	6,157	6,563
148	Employee Education & Training	708	2,137	500	1,000
260	Repair & Maintenance Service		822	500	500
266	Repair & Maintenance Building			500	500
270	Fleet-Admin	2,438	2,885	2,000	2,000
271	Fleet-Codes	2,094	2,290	2,500	3,000
272	Fleet-Engineering	2,668	960	1,500	1,500
273	Fleet-Parks & Rec	10,993	12,685	11,000	13,000
274	Fleet-Police	132,457	122,865	90,000	100,000
275	Fleet-Streets	58,943	58,211	40,000	50,000
276	Fleet-Sewer	2,509	2,843		
277	Fleet-Water	-6,590	2,086		
281	Fleet-Maintenance			2,500	2,500
301	Fleet-Hazmat			500	500
302	Fleet-IT	334	192	500	500
303	Fleet-Seniors			500	500
305	Fleet-Stormwater	1,495	2,684		
307	Fleet-Stormwater Street Sweeper	2,363			
308	Fleet-Fire Dept	75,512	61,523	70,000	70,000
309	Fleet-City Hall	305	192	200	200
310	Office Supplies & Materials	6	36	300	300
312	Small Items of Equipment	7,324	20,955	9,000	12,000
320	Operating Supplies	21,865	24,853	25,000	25,000
324	Janitorial Supplies	123		200	200
326	Clothing & Uniforms	1,607	853	1,200	1,600
331	Gas, Oil, Diesel, etc.	11,644	9,981	11,000	13,000
940	Machinery & Equipment	6,951			
944	Transportation Equipment		106,180		
	Total Fleet Maintenance	544,269	702,456	546,468	612,115

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
44300	Culture				
721	Grant or Donation-Non Profit	57,835	47,835	54,259	58,259
736	Grant-THDA	-4,763			
	Total Culture	53,071	47,835	54,259	58,259

City of La Vergne - Nonprofit Donations

Name	Line Item	Amount Budget 22-23	Amount Budget 23-24	Amount Budget 24-25
Box 100	110-42200-734		20,000	
Carpe Artista	110-44300-721	12,500	12,500	12,500
Chamber of Commerce - Convention & Tourism	110-47100-727	7,500	7,500	7,500
Chamber of Commerce - Destination Rutherford	110-47100-727	20,000	20,000	20,000
Chamber of Commerce - Economic Development	110-47100-727	11,500	11,500	11,500
Child Advocacy Center of Rutherford County	110-44300-721	8,000	8,000	8,000
Child Advocacy Center of Rutherford County (Drug Fund)	123-42129-729	7,000	8,000	8,000
Graceful Gems	110-44300-721	2,500		
Greater Nashville Regional Council (GNRC)	110-41700-720	13,046	13,046	15,000
La Vergne Industrial Development Board	110-47100-250	10,000	10,000	10,000
La Vergne Industrial Development Board (Purchase Property)	110-41810-721		4,000,000	2,500,000
La Vergne Wolverines Band Booster (New Uniforms)	110-44300-721		6,000	
Mid-Cumberland Human Resources Agency - Dues	110-44300-721	3,585	4,259	4,259
Mid-Cumberland Human Resources Agency - Meals on Wheels	110-44300-721	7,500	7,500	7,500
Mid-Cumberland Human Resources Agency - Transportation	110-44300-721	500	1,000	1,000
No Longer Bound - Club Knockout	110-44300-721	15,000	15,000	25,000
Regional Transportation Authority (RTA)	110-41700-720	12,441	12,872	13,000
Rutherford County Emergency Management Agency Directors Salary	110-42200-734	12,400	12,800	16,000
Rutherford County Health Department	110-41810-723	4,000	4,000	4,000
Tennessee Association of Chief of Police (Drug Fund)	123-42129-729	4,500		4,500
Tennessee Public Safety Network (Drug Fund)	123-42129-729	4,500		4,500
Total Nonprofits		156,472	4,173,977	2,672,259

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
44400	Parks & Recreation				
111	Wages-Salaried	114,740	142,486	147,585	107,412
121	Wages-Hourly	533,728	732,719	855,793	895,698
122	Wages-Overtime	18,445	26,659	25,000	25,000
123	Wages-Clerical	42,056	45,719	42,307	46,003
129	Other Wages	-241,960	-284,640	-323,711	-206,290
134	Longevity	5,010	5,970	6,960	6,070
136	ARPA Premium	40,750			
141	Fica - Employer Share	56,705	75,966	82,634	82,634
142	Health Insurance	310,327	375,470	418,650	465,460
143	Retirement - 401 City Match	22,712	36,468	46,219	46,211
144	Retirement - 457 City Match		13,959	35,951	35,942
148	Employee Education & Training		2,480	2,500	2,500
211	Postage	12	6	300	300
221	Printing, Stationery, Envelopes	195		500	500
231	Publication of Formal & Legal Notices	469	252	300	300
235	Membership, Registration Fees, Tuition	290	583	2,500	2,500
237	Advertising	8,466	7,002	10,000	10,000
238	Public Relations - Old Timers Days	39,063	44,153	42,000	45,000
230	Public Relations 4th of July	20,245	24,773	25,000	35,000
241	Electric	51,150	48,641	60,500	55,000
242	Water	12,441	19,650	13,200	13,200
244	Gas	1,823	1,586	2,200	2,200
248	Comcast	1	174		
259	Other Professional Services	851	1,230	1,000	1,000
260	Repair & Maintenance Service	32,347	66,419	45,000	45,000
261	Repair & Maintenance Vehicles	625	1,001	2,000	2,000
265	Repair & Maintenance Grounds	29,209	20,452	17,000	167,000
266	Repair & Maintenance Building	10,043	62,817	38,000	8,000
280	Travel		618	750	750
287	Per Diem, Mileage Reimbursement	291	551	400	400
310	Office Supplies & Materials	3,743	3,832	6,000	6,000
312	Small Items of Equipment	4,055	64,825	4,000	4,000
320	Operating Supplies	25,844	29,943	25,000	25,000
321	Agriculture & Horticulture Services	3,372	4,453	7,500	7,500
323	Food		294	300	300
324	Janitorial Supplies	5,513	6,757	6,500	6,500
326	Clothing & Uniforms	8,610	10,912	6,500	9,000
330	Repair & Maintenance Supplies	2,703	10,334	10,000	10,000
331	Gas, Oil, Diesel, etc.	16,125	16,892	14,300	16,000
533	Machinery & Equipment Rental	10,206	7,298	5,000	5,000
754	5K Run	4,350	6,559	6,000	8,000
756	Veteran's Memorial Services	783	475	700	700
757	Veteran's Memorial Wall Bricks	275	454	200	200
797	Other Softball Leagues		1,833		

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
801	Other League Related Expenses	85	14,083		
850	Programs	22,729	39,904	27,000	30,000
920	Buildings			36,000	
930	Improvements other than Buildings	10,000			
939	Other Improvements	37,096	130,859		
940	Machinery & Equipment	13,166		40,000	
949	Other Machinery & Equipment	85,272	79,713		
944	Transportation Equipment			47,400	
	Total Parks & Recreation	1,363,959	1,902,584	1,842,938	2,022,990

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
44800	Library				
111	Wages-Salaried	109,504	128,229	132,814	123,827
121	Wages-Hourly	220,850	332,743	435,795	438,536
122	Wages-Overtime	1,088	9,045	4,000	4,000
132	Bonus Pay	2,856			
134	Longevity	3,730	3,900	3,750	3,200
136	ARPA Premium	19,250			
141	Fica - Employer Share	27,178	36,755	44,094	43,572
142	Health Insurance	103,480	160,325	168,447	197,950
143	Retirement - 401 City Match	5,319	11,793	16,864	16,895
144	Retirement - 457 City Match		1,753	13,117	13,140
148	Employee Education & Training	209		350	350
211	Postage	72	93	500	500
221	Printing, Stationery, Envelopes	195			
233	Subscriptions to Newspapers & Periodicals	10,129	6,621	10,000	10,000
235	Membership, Registration Fees, Tuition		209	1,000	1,000
237	Advertising				500
241	Electric	41,555	38,071	49,500	49,500
242	Water	985	456	880	880
244	Gas	1,618	4,563	2,200	2,200
248	Communication Services-Comcast	1,719	1,695	1,600	1,600
259	Other Professional Services			300	300
260	Repair & Maintenance Service	5,861	35,685	10,000	10,000
266	Repair & Maintenance Building	32,424	3,158	10,000	10,000
310	Office Supplies & Materials	7,758	3,928	8,500	8,500
312	Small Items of Equipment	3,447	37,758	21,000	5,000
313	Books	36,213	55,166	47,000	47,000
314	Audio Books/Electronic Audio	74	2,316	8,000	8,000
315	Video Tapes	655	983	2,500	2,500
317	Compact Discs	7	204	200	200
320	Operating Supplies	8,889	11,220	10,000	10,000
323	Food	189	1,324	500	500
324	Janitorial Supplies	2,718	3,169	2,200	2,200
348	Covid-19	472	218		
533	Machinery & Equipment Rental	6,996	10,349	12,000	15,000
850	Programs	33,776	27,176	20,800	20,800
939	Other Improvements		51,692		
	Total Library	689,217	980,597	1,037,911	1,047,650

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
47100	Economic Development				
111	Wages-Salaried	71,445	90,169	93,526	99,222
121	Wages-Hourly	54,487	109,913	114,281	116,148
122	Wages-Overtime	514		1,000	1,000
132	Bonus Pay	2,675			
134	Longevity	740	910	1,060	1,310
136	ARPA Premium	5,000			
138	Clothing Allowance	2,700	4,050	4,050	4,050
141	Fica - Employer Share	10,259	16,011	16,056	16,653
142	Health Insurance	63,806	70,267	60,332	87,723
143	Retirement - 401 City Match	2,386	7,646	9,444	9,796
144	Retirement - 457 City Match		1,618	7,345	7,619
148	Employee Education & Training	5,762	1,968	2,000	2,000
211	Postage	53	110	100	100
221	Printing, Stationery, Envelopes	210	244	200	200
235	Membership, Registration Fees, Tuition	4,889	2,790	7,000	7,000
236	Public Relations	3,186	6,651	5,000	5,000
237	Advertising	12,279	360	11,000	11,000
250	Industrial Development Board	0	10,000	10,000	10,000
259	Other Professional Services	52,400	79,562	80,000	80,000
280	Travel	14,384	19,686	30,000	30,000
287	Per Diem, Mileage Reimbursement	3,063	4,251	6,000	6,000
297	ICSC- Vegas	19,020	20,772	15,000	20,000
310	Office Supplies & Materials	611	317	500	500
312	Small Items of Equipment	1,839			
320	Operating Supplies		58		
323	Food	394		1,000	1,000
331	Gas, Oil, Diesel, etc.	635	902	880	900
533	Machinery & Equipment Rental	1,248	1,187	1,500	1,500
727	Grants/Donations Chamber of Commerce	39,000	39,836	39,000	39,000
944	Transportation		30,050		
	Total Economic Development	372,984	519,328	516,274	557,720

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
47200	Public Relations				
121	Wages-Hourly	129,459	150,976	154,042	160,555
122	Wages-Overtime	2,967	6,029	6,500	6,500
132	Bonus Pay		2,315	2,315	4,769
134	Longevity	940	990	1,040	1,090
136	ARPA Premium	5,000			
141	Fica - Employer Share	10,401	12,436	12,538	13,228
142	Health Insurance	42,728	47,064	49,401	55,284
143	Retirement - 401 City Match	6,163	7,399	7,376	7,781
144	Retirement - 457 City Match		4,660	5,737	6,052
148	Employee Education & Training		549	2,500	2,500
211	Postage		472		
221	Publication of Formal & Legal Notices			4,000	4,000
234	Subscriptions	6,683	7,840	8,500	8,500
235	Membership, Registration Fees, Tuition	662	1,698	2,000	2,200
236	Public Relations	11,722	4,627	8,000	8,000
237	Advertising	3,138	7,256	4,000	4,000
239	Licensing				2,500
260	Repair & Maintenance Service	1,450		3,000	5,000
280	Travel			400	400
312	Small Items of Equipment	7,377	900	5,000	12,000
320	Operating Supplies	150	231	2,800	5,000
326	Clothing & Uniforms	487	477	500	500
799	Christmas Kids & Seniors	3,000	3,000	3,000	
940	Machinery&Equipment		38,066		
	Total Public Relations	232,328	296,985	282,649	309,860

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
49000	Debt Service				
604	2015 Bond Issue Principal-(\$5,420,000)	250,000	255,000	260,000	270,000
605	2006/16 Bond Issue Principal - 311 (Old 617)	219,950			
606	2005 Bond Issue Principal - 311	198,750	198,750	210,000	217,500
608	2006/16 Bond Parks Principal-313	49,800			
617	2006/2016 Bonds (\$5,625,000)	145,250			
618	2009 Bond Issue Principal - 121	535,000	545,000	550,000	
624	2015 Bond Issue Interest (\$5,420,000)	111,423	106,423	101,323	96,123
626	2005/2014 Bond Issue Interest - 311	19,106	15,131	10,163	5,438
627	2021 GO Bond Interest	66,307	487,150	457,400	426,150
637	2006/16 Bonds (\$5,625,000)	2,179			
638	2006/16 Bond Park Interest-313	747			
641	2009 Bond Issue Interest - 121	62,773	42,710	22,000	
643	2006/16 Bond Issue Interest - 311 (Old 637)	3,299			
651	Radio Console Replacement Principal	61,068	62,437	63,838	
652	Radio Console Replacement Interest	4,202	2,832	1,432	
680	2021 GO Bond Principal	243,575	595,000	625,000	655,000
691	Bank Service Charges	1,635	1,495	2,200	2,200
	Total Debt Service	1,975,062	2,311,928	2,303,356	1,672,411

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25
51626	Operating Transfers				
761	Transfer to Capital Projects Parks		205,000	260,000	250,000
762	Transfer to Capital Projects Streets			6,000,000	6,000,000
763	Transfer to Drug Fund	30,000	30,000	30,000	30,000
768	Transfer to W/S Fund		1,500,000		
769	Transfer to Senior Citizens Fund	113,931	161,151	174,538	200,000
	Total Operating Transfers	143,931	1,896,151	6,464,538	6,480,000
	Total Expenditures	26,363,266	34,781,583	63,064,633	50,074,493

SPECIAL REVENUE FUNDS

REVENUES					
OBJECT CODE	OBJECT DESCRIPTION	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25

33551	State Gasoline & Motor Fuel	1,342,710	1,345,076	1,350,000	1,370,000
36100	Interest Earnings	175	181	200	200
36350	Insurance Recoveries	10,875	26,435		25,000
	Total Revenues	1,353,760	1,371,692	1,350,200	1,395,200

EXPENDITURES					
OBJECT CODE	OBJECT DESCRIPTION	Actual FY 2021-22	Actual FY 2022-23	Budget FY 23-24	Budget FY 24-25

43100-247	Street Lighting	313,709	329,168	325,000	200,000
43100-259	Professional Service				75,000
43100-264	Repair & Maintenance - Guardrail		67,975		50,000
43100-268	Repair & Maintenance Road	818,050	1,450,020	900,000	900,000
43100-555	Bank Service Charge	509	298	700	700
49000-616	Principal Due - 2005/2014 Debt (\$3,050,000)	66,250	66,250	70,000	72,500
49000-634	Interest Due - 2005/2014 Debt (\$3,050,000)	6,369	5,044	3,388	1,813
	Total Expenditures	1,204,886	1,918,755	1,299,088	1,300,013

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
33400	State Grants		8,000		
33710	Local Grant - Rutherford County	46,200	46,200	46,200	
34803	Senior Citizens Activities	2,990	3,101	3,000	
36100	Interest Earnings	15	19	25	
36350	Insurance Recoveries	(1,229)	600		
36510	Sale-General Supplies	1,075			
36706	Contributions from Farmers Market	3,221		1,200	
36710	Contributions from Businesses	600			
36718	Fundraiser - Other	848	4,490	2,000	
36725	Contributions Other		350		
36726	Cont - Donations Old Timers Day		1,032		
36727	State of TN-GNRC Grant	32,634	35,474	26,800	
36731	Fundraiser - Hot Dog Sales	83	300	150	
36900	Other Sources	25			
36961	Operating Revenue Transfer from General Fund	113,931	161,151	174,538	200,000
	Total Revenues	200,393	260,717	253,913	200,000

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
44310	Senior Citizens				
129	Other Wages	113,931	145,411	174,538	
211	Postage	5		800	
221	Printing, Stationery, Envelopes			200	
241	Electric	5,807	6,550	6,500	6,500
242	Water	367	389	400	800
244	Gas	5,043	6,092	5,500	6,000
248	Comcast	1,463	1,132	1,750	1,750
259	Other Professional Services				230,000
260	Repair & Maintenance Service	7,326	1,341	4,000	4,000
261	Repair & Maintenance Vehicle			1,000	
266	Repair & Maintenance Building	3,697	1,376	1,500	1,500
287	Meals & Entertainment	75	140	400	
310	Office Supplies & Material	326	1,126	1,400	
312	Small Items of Equipment	3,660	6,320	800	
320	Operating Supplies	1,575	1,426	1,500	
323	Food	14,863	18,590	17,000	
324	Janitorial Supplies			600	
330	Repair & Maintenance Supplies		86		
331	Gas, Oil, Diesel, Etc.	2,344	2,749	2,500	
348	Covid-19	3,644			
555	Bank Service Charge	445	462	500	500
750	Programs, Music	5,753	10,605	11,000	
752	Senior Flower Fund	108	167	400	
755	Lunch Fundraiser Expenses	208		300	
920	Building	16,240	36,565	35,000	
939	Other Improvements		7,014		
	Total Senior Citizens	186,880	247,541	267,588	251,050

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-2024	Budget FY 2024-2025
35110	State Court Fines & Cost	24,832	18,801	20,000	20,000
35131	Impound Fees	360		200	200
35200	Forfeits	104,336	5,611	30,000	30,000
36000	Other Revenues	1,272			
36100	Interest Earnings	30	39	30	5,500
36521	Sale of Police Supplies & Materials	20,726	1,776		
36900	Other Financing Sources	45	6,791		
36961	Operating Transfer from General Fund	30,000	30,000	30,000	30,000
	Total Revenues	181,602	63,018	80,230	85,700

EXPENDITURES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-2024	Budget FY 2024-2025
42129	Drug Fund				
148	Employee Education & Training	1,995	2,369	10,000	10,000
235	Membership, Registration Fees	600	655	2,000	2,000
261	Repair & Maintenance Vehicle			1,000	1,000
290	Towing-Contractual Services	350		1,000	1,000
280	Travel	7,458	5,791	10,000	10,000
312	Small Items of Equipment	4,831	2,085	8,000	112,000
320	Operating Supplies	1,582		4,000	4,000
327	Firearms Supply	10,746	4,263	15,000	15,000
555	Bank Service Charge	801	841	1,100	1,100
729	Grant or Donation - Organizations	11,500	7,000	16,000	17,000
791	Grants & Contributions DARE	1,374	5,161	10,000	10,000
	Total Expenditures	41,237	28,165	78,100	183,100

REVENUES					
Object	Object	Actual	Actual	Budget	Budget
Code	Description	2021-2022	2022-2023	FY 2023-24	FY 2024-25
33210	Federal Revenue Sharing	115,698	319,937	30,000	30,000
36100	Interest Earnings	50	72	50	5,000
	Total Revenues	115,748	320,009	30,050	35,000

EXPENDITURES					
Object	Object	Actual	Actual	Budget	Budget
Code	Description	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
42179	Equitable Sharing				
312	Small Items of Equipment				157,200
555	Bank Service Charges	28	11	30	250
742	Undercover Operations	3,495	6,365	10,000	10,000
940	Equipment				80,000
	Total Expenditures	3,523	6,376	10,030	247,450

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
33293	Federal Grant - ARPA - 2021	22,205			
36100	Interest Income	487	449	450	50,000
36520	Sale Assets		513		
37711	Residential	567,220	580,200	575,000	575,000
37712	Non Residential	796,385	806,937	785,000	800,000
37791	Penalty & Fees	31,411	19,328	20,000	20,000
	Total Revenues	1,417,708	1,407,427	1,380,450	1,445,000

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
55100	Stormwater				
121	Wages-Hourly	370,823	402,305	449,938	489,366
122	Wates-Overtime	1,046	1,172	4,000	4,000
129	Other Wages	267,619	310,428	341,787	399,770
132	Bonus Pay				4,258
134	Longevity Pay	3,810	3,690	4,010	4,260
136	ARPA	20,000			
141	FICA-Employer Share	29,998	32,362	35,032	38,394
142	Health Insurance	157,951	174,014	182,692	229,835
143	Retirement - 401 City Match	14,528	18,133	20,608	22,585
144	Retirement - 457 City Match		2,098	16,029	17,566
148	Employee Education & Training	863	767	2,500	2,500
170	Fees	150	126	500	500
211	Postage	7	218	500	750
221	Printing, Stationery Envelopes	450		200	200
233	Subscriptions to Newspapers & Periodicals			200	200
235	Membership, Registration Fees, Tuition	3,135	2,425	2,500	2,500
236	Public Relations	9,363	6,403	8,000	12,500
237	Advertising			300	300
241	Electric	7,375	7,742	7,400	8,000
242	Water	133	218	500	500
248	Comcast	1,006	1,029	1,020	1,100
245	Telephone & Cell Phones	2,996	2,085	3,000	3,000
253	Accounting & Audit Services	5,174	5,563	5,200	5,500
259	Other Professional Services	87,004	32,195	50,000	96,150
260	Repair & Maintenance Service	21,680	14,286	20,000	20,000
261	Repair & Maintenance Vehicle	21,732	44,678	18,000	18,000
265	Ditch & Drainage Repair		28,882	20,000	20,000
266	Repair & Maintenance Building	1,735	2,110	5,000	5,000
280	Travel			1,000	1,000
287	Meals & Entertainment			500	500
307	Street Sweeper Maintenance	1,432	591	3,000	3,000
310	Office Supplies & Materials	3,711	3,592	4,000	4,000
312	Small Items of Equipment		2,911	5,000	5,000
320	Operating Supplies	50,193	38,667	40,000	40,000
323	Food	549	161	750	750
324	Janitorial	552	309	1,000	1,000
326	Clothing & Uniforms	5,463	5,620	5,000	5,000
331	Gas, Oil, Diesel, etc	16,023	15,150	16,000	16,000
346	Computer Maintenance	15,624	24,587	25,000	25,000
510	Insurance	79,530	87,976	92,000	120,000
529	Lease	6,000	6,000	6,000	6,000

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
533	Machinery & Equipment Rental	7,464	4,401	9,000	9,000
555	Bank Service Charge	386	340	500	1,500
920	Building	427,974	184,865	4,425,000	1,500,000
942	Construction & Maintenance Machinery			75,000	
944	Transportation Equipment			50,000	150,000
	Total Stormwater	1,643,480	1,468,099	5,957,666	3,294,484

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
33900	Other Financing Sources		164,211		
34315	Sidewalk Deposits	80,554	50,580	20,000	20,000
36100	Interest Income	362	349	300	20,000
36611	Road Impact Fees	1,572,875	836,584	500,000	500,000
36613	Federal Grants-Safe Routes to School, Chaney, Fergus			372,634	
37810	Transfer in from General Fund			6,000,000	6,000,000
	Total Revenues	1,653,790	887,513	6,892,934	6,540,000

EXPENSES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
00000	Stones River Road @ CSX Crossing		169,948		
00046	Advanced Traffic Management System - CMAQ			372,634	204,550
00050	Fergus Road Improvement	157,727	39,479		
00055	Charter Place and Centerpointe Signal and Re-alignment	659,053	519,011		
00056	Traffic Signal Sanford and Industrial Intersection	68,939			
00060	Carothers Road Curve widening design and construction	37,291			
00062	Sam Ridley Connector design	57,731			
00063	Blair Road West to Carothers design	190,168	72,654	3,707,475	3,257,475
00064	South Waldron Widening	207,205	370,888	4,426,877	4,073,123
00065	Hickory Street Extension			120,000	
00182	Old Nashville Hwy Widening	204,928	530,666	1,019,266	75,000
259	Professional Fees	709			
260	Repair and Maintenance Services	4,731			
555	Bank Service Charge	747	599	800	1,000
	Total Expenses	703,509	974,807	9,647,052	7,406,598

REVENUES

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
36613	Park Impact Fees	179,559	142,558	75,000	85,000
33442	Grant Proceeds			14,682	
33500	State Revenue Allocations		8,748		
36100	Interest Income	50	55		10,000
37810	Transfer in From General Fund		205,000	260,000	250,000
	Total Revenues	179,609	356,361	349,682	345,000

EXPENDITURES

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
259	Professional Fees		210		
555	Service Charge	668	554	700	1,000
939	Walking Trail Resurface			175,000	200,000
939	Veteran's Memorial Park Work Out Stations			85,000	
939-00082	Mankin Park Improvement				150,000
939-00091	Bark Park	108,170			
939-00109	Hurricane Creek Greenway Phase II	57,376	21,479	225,000	410,000
939-00112	Brookside Park		40,937	41,725	563,000
939-00113	Tennis Court Lights		70,000		
	Total Expenditures	165,546	132,416	527,425	1,324,000

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
36614	Impact Fees	238,644	161,800	100,000	100,000
36100	Interest Income	42	62	40	6,000
33400	State Grant				239,927
	Total Revenues	238,686	161,862	100,040	345,927

EXPENDITURES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
42100	Police Impact Fees Fund				
312	Small Items of Equipment	113,958			
555	Service Charge	368	305	400	700
944	Transportation Equipment				100,662
	Total Expenditures	114,326	305	400	101,362

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25

36615	Impact Fees	100,022	61,955	50,000	30,000
36100	Interest Income			50	
36900	Other Financing Sources			67,800	
	Total Revenues	100,022	61,955	117,850	30,000

EXPENDITURES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25

42200	FIRE IMPACT FEES FUND				
329	PPE		35,292		38,000
555	Service Charge	242	16	300	
940	Machinery & Equipment			67,800	
944	Transportation Equipment			40,000	
	Total Expenditures	242	35,308	108,100	38,000

ENTERPRISE FUND

(WATER AND SEWER)

WATER AND SEWER FUND OVERVIEW

Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
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REVENUES

	Total Revenues	15,308,609	20,310,790	13,521,100	17,315,100
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EXPENSES

52100	Water Treatment Plant	2,989,535	3,094,418	4,011,805	3,842,748
52200	Sewer Maintenance	5,793,368	5,337,510	6,235,636	6,607,260
52300	Water Maintenance	2,668,388	3,089,738	19,382,534	4,718,614
52316	Water Billing & Collections	743,261	794,030	890,798	974,766
52320	Miscellaneous Expenses	434,120	328,241	601,000	501,500
	Total Expenses	12,628,673	12,643,937	31,121,773	16,644,888

WATER AND SEWER FUND REVENUES

REVENUES					
Object Code	Object Description	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25
33293	Federal Grand-ARPA	71,885	3,551,763		
36211	Rent - Sprint/T-Mobile	32,586			
36212	Rent - Towerco	20,093	20,594	21,000	21,000
36350	Insurance Recoveries	1,000			
36510	Sale-Gen Supplies	22	12,106		
36520	Sale-Fixed Assets	22,454	11,611		
36900	Other Financing Sources	287			1,000
37110	Metered Water Sales	5,392,092	5,681,688	5,500,000	8,300,000
37130	Fire Service & Hydrant Rental	68,867	68,005	70,000	65,000
37170	Water Inspection Fees	7,775	4,300	5,000	5,000
37171	Backflow Device Inspection	25,923	19,968	15,000	15,000
37172	Backflow Device Permit Fee	250	90	100	100
37185	Disconnect Fee	59,250	66,225	50,000	60,000
37191	Forfeited Discounts & Penalties	132,596	86,600	68,000	68,000
37195	Installation Charges/Service Fees	76,422	56,917	50,000	55,000
37198	Development Deposits	2,942	3,022		
37199	Miscellaneous - Water	59,602	52,830	45,000	40,000
37210	Sewer Service Charges	7,132,378	7,481,129	7,000,000	7,800,000
37220	Sewer Inspection Fees	6,492	3,850	3,000	3,000
37291	Forfeited Discounts & Penalties	187,973	121,904	105,000	100,000
37299	Miscellaneous - Sewer	(381)	1,950		
37494	Sale of Materials	2,161	1,917		
37910	Interest Earnings	2,543	2,494	2,000	250,000
37949	Irrigation Tap Fee	1,931	1,500	2,000	2,000
37975	Water Meter Charge	69,577	70,915	55,000	40,000
37840	Transfer from Fund Balance		1,500,000		
38000	Donated Assets	867,550	660,862		
	Total Operating Revenues	14,244,267	19,482,240	12,991,100	16,825,100
37950	Contributions-Water Tap Fees	408,078	213,500	180,000	160,000
37960	Contributions-Sewer Tap Fees	656,264	615,050	350,000	330,000
	Total Tap Revenues	1,064,342	828,550	530,000	490,000
	Total Revenues	15,308,609	20,310,790	13,521,100	17,315,100

WATER AND SEWER FUND EXPENSES

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
52100	Water Treatment Plant				
129	Other Wages	146,594	178,349	200,055	242,998
241	Electric	318,267	361,884	330,000	330,000
242	Water	3,183	3,311	2,750	2,750
245	Telephone & Cell Phones	4,875	4,875	5,000	5,000
253	Accounting & Audit Services	4,640	5,230	5,000	5,000
254	Engineering	13,090	1,320	40,000	40,000
258	Fines & Penalties			3,000	3,000
259	Other Professional Services	1,709,191	1,757,450	1,802,500	1,802,500
260	Repair & Maintenance Service	13,620	7,611	10,000	10,000
266	Repair & Maintenance Building	2,072	975	25,000	25,000
269	Water Storage Maintenance	35,136	37,797	40,000	40,000
312	Small Items of Equipment			20,000	20,000
322	Chemical, Laboratory, Medical			25,000	25,000
331	Gas, Oil, Diesel, etc	17,530			
510	Insurance	80,000	88,129	92,000	120,000
540	Depreciation	640,070	646,368	650,000	650,000
596	Property Taxes-Cell Tower	1,266	1,119	1,500	1,500
940	Machinery & Equipment			760,000	520,000
	Total Water Treatment Plant	2,989,535	3,094,418	4,011,805	3,842,748

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
52200	Sewer Maintenance				
111	Wages-Salaried	169,649	107,718	113,902	120,838
121	Wages-Hourly	367,359	412,482	459,009	492,286
122	Wages-Overtime	22,770	20,050	20,000	20,000
123	Wages-Clerical	44,001	32,682	42,118	44,683
128	Wages - other	28,000	36,599	42,125	48,144
129	Other Wages	178,601	213,157	237,348	294,570
134	Longevity Pay	4,420	3,780	4,270	4,470
136	ARPA Premium	27,500			
141	FICA Employer Share	49,310	45,033	48,906	52,194
142	Health	361,074	244,078	256,185	303,562
143	Retirement - 401 City Match	21,323	24,341	28,768	30,702
144	Retirement - 457 City Match		8,143	22,375	23,880
148	Employee Education & Training	1,130	2,787	3,000	3,000
211	Postage	55	60	300	300
221	Printing, Stationery, Envelopes	275		100	100
233	Subscriptions to Newspapers & Periodicals	685		200	200
235	Membership, Registration Fees		3,100	5,000	5,000
241	Electric	100,428	122,073	101,200	120,000
242	Water	869	834	1,030	1,030
243	Sewer	2,792,971	2,287,492	2,500,000	2,500,000
244	Gas	777	792	1,000	1,000
245	Telephone & Cell Phones	10,358	9,386	12,000	12,000
253	Accounting & Auditing Service	4,640	5,230	5,500	6,000
254	Architctural, Engineering Services	21,100	31,140	50,000	50,000
259	Other Professional Services	19,176	519	20,000	20,000
260	Repair & Maintenance Service	62,537	117,512	100,000	100,000
261	Repair & Maintenance Vehicles	2,405	1,996	5,000	5,000
266	Repair & Maintenance Building	1,108	8,320	20,000	10,000
268	Repair & Maintenance Roads			5,000	5,000
276	Fleet Sewer	26,539	38,692	30,000	35,000
280	Travel			500	500
310	Office Supplies & Materials	3,144	4,484	3,000	3,000
312	Small Items of Equipment			13,500	1,500
320	Operating Supplies	278,238	315,060	330,000	330,000
322	Chemical, Laboratory, Medical	238,217	285,910	350,000	325,000
323	Food	545	527	500	500
324	Janitorial	1,942	1,805	1,500	1,500
326	Clothing & Uniforms	6,469	7,107	7,000	7,000
331	Gas, Oil, Diesel, etc.	24,610	20,566	26,400	26,400
346	Computer Maintenance	5,000	7,868	8,000	8,000
510	Insurance	79,406	88,129	92,000	110,000
529	Lease				6,000

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
533	Machinery & Equipment Rental	6,350	1,614	7,500	7,500
540	Depreciation	830,389	826,444	880,000	890,000
940	Equipment			60,000	260,000
949	Other Machinery & Equipment			200,000	200,000
944	Transportation Equipment			121,400	121,400
	Total Sewer Maintenance	5,793,368	5,337,510	6,235,636	6,607,260

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
52300	Water Maintenance				
111	Wages-Salaried	1,993	88,650	93,526	99,222
121	Wages-Hourly	441,032	586,677	669,588	792,970
122	Wages-Overtime	17,814	23,217	53,000	53,000
128	Wages Other	(56,000)	(73,197)	(84,250)	(96,288)
129	Other Wages	178,601	213,157	247,648	294,570
130	Referral Pay		100		
132	Bonus	2,675			
134	Longevity Pay	3,860	4,710	4,650	5,190
136	ARPA Premium	25,000			
141	FICA Employer Share	38,287	54,505	62,787	72,704
142	Health Insurance	206,645	324,132	350,705	433,138
143	Retirement - 401 City Match	13,001	27,532	36,934	42,767
144	Retirement - 457 City Match		6,318	28,726	33,263
148	Education & Training	(823)	4,629	6,000	6,000
211	Postage	679	35	150	150
221	Printing, Stationery, Envelopes	568		200	200
235	Memberships, Registration Fees	9,096	13,194	13,500	13,500
241	Electric	100,325	93,789	110,000	100,000
242	Water	659	314	770	500
244	Gas	777	792	1,100	1,000
245	Telephone and Cell Phones	6,012	3,618	7,000	7,000
253	Accounting and Audit Services	4,640	5,230	5,500	6,000
254	Architectural & Engineering	78,157	49,749	80,000	70,000
259	Other Professional Services	31,234	40,690	35,000	35,000
260	Repair & Maintenance Service	58,343	(334,580)	25,000	50,000
266	Repair & Maintenance Building	1,007	3,592	10,000	10,000
268	Repair & Maintenance Roads	9,800	35,760	35,000	35,000
277	Fleet Water	63,801	28,831	39,000	30,000
280	Travel			5,000	
310	Office Supplies & Materials	2,426	4,333	3,000	3,000
312	Small Items of Equipment	69,576	398	23,500	3,500
320	Operating Supplies	287,451	798,811	790,000	900,000
323	Food	380	391	500	500
324	Janitorial	1,942	1,445	1,500	1,500
326	Clothing & Uniforms	10,190	9,348	8,500	9,000
330	Repair & Maintenance Supplies			100	100
331	Gas, Oil, Diesel, etc	34,892	36,107	36,300	36,300
346	Computer Maintenance	5,000	7,868	8,000	8,000
392	Fire Hydrant Repair	1,254	1,074	150,000	150,000
510	Insurance	80,347	88,129	92,000	120,000
529	Lease				24,828
533	Machinery & Equipment Rental	1,906	1,554	5,000	5,000

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
540	Depreciation	925,102	929,269	950,000	960,000
555	Bank Service Charges	10,741	9,567	10,000	25,000
920	Buildings			15,125,000	
940	Machinery & Equipment			200,000	317,000
944	Transportation Equipment			142,600	60,000
	Total Water Maintenance	2,668,388	3,089,738	19,382,534	4,718,614

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
52316	Water Billing & Collection				
111	Water-Salaried	63,793	76,352	77,169	83,915
121	Wages-Hourly	43,611	63,910	42,307	46,003
122	Wages-Overtime	1,122	1,122	5,000	5,000
123	Wages-Clerical	124,722	127,360	169,264	176,918
128	Other Wages - Stormwater Allocation	(113,430)	(127,549)	(138,647)	(150,934)
129	Other Wages	237,150	271,293	297,016	355,575
134	Longevity Pay	1,420	1,370	1,370	1,670
136	ARPA Premium	15,000			
141	FICA Employer Share	19,374	20,818	22,578	23,983
142	Health Insurance	94,469	104,019	122,394	108,755
143	Retirement - 401 City Match	8,884	9,552	13,279	14,108
144	Retirement - 457 City Match		2,194	10,328	10,973
148	Employee Education & Training				1,000
211	Postage	1,592	4,533	4,000	4,000
221	Printing, Stationery, Envelopes	2,282		1,000	1,000
245	Telephone & Cell Phones	739		1,000	1,000
253	Accounting & Audit Services	8,746	10,125	9,500	12,000
259	Other Professional Services	87,482	85,028	88,000	88,000
260	Repair & Maintenance Services	23,832	23,936	29,000	28,000
278	Fleet - Water Billing	192	192	1,000	1,000
298	Collection Fees	14,233	10,646	12,000	12,000
310	Office Supplies & Materials	3,701	3,336	4,000	4,000
312	Small Items of Equipment	6,391	720		
320	Operating Supplies	40	18	1,500	1,500
323	Food	205			200
326	Clothing & Uniforms	688	863	600	600
331	Gas, Oil, Diesel, etc.	3,757	2,145	2,640	2,500
346	Computer Maintenance	5,625	8,851	9,000	9,000
510	Insurance	80,000	88,129	92,000	120,000
540	Depreciation	7,642	5,067	13,500	13,000
	Total Water Billing & Collection	743,261	794,030	890,798	974,766

Object Code	Object Description	Actual FY 2021-2022	Actual FY 2022-2023	BUDGET FY 2023-24	BUDGET FY 2024-25
52320	Miscellaneous Expenses				
356	ARPA Service Charge		7,500		
632	Interest on Revenue Anticipated Note	(101,027)			
638	Interest on Bonded Debt	333,470	216,000	400,000	300,000
690	Bond Interest Costs	135,109			
691	Bank Service Charge	700	750	1,000	1,500
741	Bad Debt Expense	65,868	103,991	200,000	200,000
	Total Miscellaneous Expenses	434,120	328,241	601,000	501,500
	Total Expenses	12,628,673	12,643,937	31,121,773	16,644,888

CAPITAL PLAN

FUND 110 - GENERAL FUND

5/7/2024

CARRYOVER ITEMS

Police Department	10 Replacement Patrol Vehicles (Approved on 12/5/23) (F-150 in production ETA June or July)	\$931,570
Fire Department	Hose Replacement Program for Fleet	\$20,000
	New Fire Station #41 (Remaining Construction/Engineering)	\$581,000
Street Department	One (1) Bucket Truck (400 day lead time)	\$200,000
Operating Transfers	Transfer to Streets Capital Projects Fund	\$6,000,000
Total		\$7,732,570

* In Progress

NEW CAPITAL / ONE TIME REQUESTS

		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
City Recorder Department	Complete Municipal Code Update		\$15,000			
Total		\$0	\$15,000	\$0	\$0	\$0
Finance Department	Budgeting Software (First Year Implementation/Software Cost) (Annual recurring cost of \$45,000)		\$95,000			
	New Local Govt. Server			\$15,000		
Total		\$0	\$0	\$15,000	\$0	\$0
Engineering Department	ADA Transition Plan (Required by TDOT)	\$600,000				
Total		\$600,000	\$0	\$0	\$0	\$0
Codes Department	Condemnation / Structure Demolition	\$40,000				
	One (1) Ford F150 Truck (For new codes officer) (Cost - \$44,000 or Possible Lease - \$10,702/year)	\$10,702	\$10,702	\$10,702	\$10,702	\$10,702
Total		\$50,702	\$10,702	\$10,702	\$10,702	\$10,702
City Hall Buildings	One (1) Ford Explorer - City Hall Vehicle (Cost - \$45,000 or Possible Lease - \$10,320/year)	\$10,320	\$10,320	\$10,320	\$10,320	\$10,320
	City Hall Remodel / Add Bathrooms (Architectural & Engineering in FY 24-25, Construction in FY 25-26)	\$150,000	\$1,732,000			
Total		\$160,320	\$1,742,320	\$10,320	\$10,320	\$10,320
Police Department	Five (5) Patrol Vehicles - Replacement Vehicles (\$105,129 each)		\$526,000			
	Equipment needed for Three (3) New Officers and One (1) New Captain	\$80,000				
	Police Station Expansion (Construction for FY 25-26)		??			
Total		\$80,000	\$526,000	\$0	\$0	\$0
Fire Department	Fire Training Facility - Property Purchase (Budget Amendment once purchase price is finalized.)	??				
	Hose Replacement Program for Fleet (Additional)	\$10,000				
	Fire Station #43 Remodel (Architectural & Engineering in FY 24-25, Construction in FY 25-26)	\$60,000	\$508,000			
	Temporary Training Site	\$200,000				
	Fire Training Facility - Construction		\$1,000,000			
	SCBA Replacement (45 units including all ancillary appliances)		\$1,000,000			
	Motorola Radios Replacement (Possible AFG Grant) (City-wide portables and mobiles)		\$2,000,000			
	Priority Dispatch (EMS Dispatch Triage System)		??			
	One (1) New Replacement Fire Truck (Begin replacement cycle - Order in FY 24-25 - 24-36 month lead)			\$1,000,000		
	New Fire Station #44 (Planning / Architectural / Engineering - FY 26-27) (Construction - FY 27-28)			??	??	
	One (1) New 100' Ladder Truck for Fire Station #44			\$2,000,000		
	One (1) New Mini Pumper for Fire Station #44			\$700,000		
	One (1) New Replacement Pumper (Order in FY 25-26 - 24-36 month lead time)				\$1,000,000	
Total		\$270,000	\$4,508,000	\$3,700,000	\$1,000,000	\$0
Street Department	One (1) Asphalt Roller	\$50,000				
	Roller Trailer	\$17,000				
	New Brush Truck (Replacement - Non-CDL)	\$210,000				
	One (1) F-150 Extended Cab Truck (Replacement) (Cost - \$47,000 or Possible Lease - \$10,702/year)	\$10,702	\$10,702	\$10,702	\$10,702	\$10,702
Total		\$287,702	\$10,702	\$10,702	\$10,702	\$10,702

		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Parks & Recreation Department	One (1) F-250 Ford Pickup (Replacement)		\$50,000			
	Pave and Stripe Parking Lot at Parks & Maintenance Building	\$80,000				
	Lake Forest Park Playground Concrete Curb and Mulch	\$70,000				
	Total	\$150,000	\$50,000	\$0	\$0	\$0

TOTAL NON-RECURRING CAPITAL REQUESTS		\$1,598,724	\$6,862,724	\$3,746,724	\$1,031,724	\$31,724
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		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
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NEW RECURRING / PERSONNEL REQUESTS (Positions Estimated with Benefit Cost, FICA and Retirement)						
Finance Department	Add One (1) FT Assistant Director of Finance (Grade M) (Convert existing Grant Writer Position)	\$37,560				
	Note - Already built into the operating budget. Not included in totals below					

Human Resources Department	Reorganize Department - Add Assistant HR Director/Assistant Risk Manager Position (Grade L)		\$119,908			
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Codes Department	Add One (1) FT Codes Enforcement Officer (Grade G) (To be hired 1/1/25)	\$42,931				
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Police Department	Add One (1) FT Administrative Captain (Grade M)	\$137,349				
	Add Three (3) FT Patrol Officers (Grade H) (\$87,762 each)	\$275,434				
	Add One (1) FT Community Services Coordinator (Estimated Grade I)	\$98,981				
	Total Police	\$511,764	\$0	\$0	\$0	\$0

Fire Department	Add Three (3) FT Firefighters (Grade H) (To be hired 1/1/25) (\$87,762 each for full year)	\$110,144				
	Add Three (3) FT Lieutenants for Tower #41 (Grade J) (To be hired 1/1/25) (\$102,021 each for full year)	\$153,484				
	Add One (1) FT Logistics Officer (Grade J)		\$102,021			
	Total Fire	\$263,628	\$102,021	\$0	\$0	\$0

Parks & Recreation Department	Add One (1) FT Laborer II (Grade F) (Convert existing PT Laborer I position to FT) (\$76,394 Annual)*	\$49,264				
	Add One (1) FT Custodian (Grade E) (New PW Building) (To be Hired 1/1/25) (\$71,607 Annual)	\$38,384				
	Total Parks & Recreation	\$87,648				

TOTAL RECURRING / PERSONNEL REQUESTS		\$905,971	\$221,929	\$0	\$0	\$0
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		2024-2025
FUND BALANCE ITEMS		
Public Works / CDS Facility	Construction (Includes Engineering / Furniture / Low Voltage Wiring / Cameras / Door Locks)	\$3,570,000
Police Station Expansion	Planning, Engineering & Architecture for FY 24-25 (\$980,873 originally budgeted in FY 22-23)	\$1,255,656
	Total Fund Balance Items	\$4,825,656

TOTALS FOR GENERAL FUND - FY 2024-2025	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Carryover Items	\$7,732,570				
New Non-Recurring Requests	\$1,598,724	\$6,862,724	\$3,746,724	\$1,031,724	\$31,724
New Recurring / Personnel Requests	\$905,971	\$221,929	\$0	\$0	\$0
Grand Total - New Requests	\$2,504,695	\$7,084,653	\$3,746,724	\$1,031,724	\$31,724
Fund Balance Items	\$4,825,656				

FUND 121 - STATE STREET AID FUND

		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
STREET PAVING						
Street Department	Paving Plan Consultant (Moved from General Fund)	\$75,000				
Total		\$75,000				

FUND 122 - SENIOR CITIZENS FUND

REMAINING FY 2023-2024		2023-2024	
Senior Citizens Center	Senior Center Roof	\$35,000	* In Progress

FUND 123 - DRUG FUND

NEW CAPITAL / ONE TIME REQUESTS		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Police Department	SWAT Rifle Replacements (20 per year for three years)	\$32,000	\$32,000	\$32,000		
	Drones	\$72,000				
Total - New Requests		\$104,000	\$32,000	\$32,000	\$0	\$0

FUND 126 - EQUITABLE SHARING FUND

NEW CAPITAL / ONE TIME REQUESTS		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Police Department	Evidence Management System (\$46,000 initial cost - \$17,000 annual cost)	\$46,000				
	Forensic Program (GrayKey)	\$34,000				
	Digital Intelligence Forensic Recovery of Evidence Device (FRED Computer)	\$13,000				
	Recruiting Outreach (Video/Commercial)	\$100,000				
	CIB Computers	\$8,000				
	Recon 3D (2) - Phones, Software and Accessories	\$5,200				
	Workout Equipment	\$20,000				
	Speed Limit Signs	\$11,000				
Total - New Requests		\$237,200	\$0	\$0	\$0	\$0

FUND 127 - STORMWATER CONTROL FUND

CARRYOVER ITEMS			
Stormwater Management	Five Year Stream Assessment	\$46,150	* In Progress
Total		\$46,150	

NEW CAPITAL / ONE TIME REQUESTS		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Stormwater Fund	One (1) Replacement Dump Truck	\$150,000				
Total		\$150,000	\$0	\$0	\$0	\$0

NEW RECURRING / PERSONNEL REQUESTS (Positions Estimated at Step 4 with Benefit Cost of \$31,711)		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Stormwater Management	Add Promotion to Stormwater Lead (Starting 1/1/25)	\$10,000				
Total		\$10,000				

TOTALS FOR STORMWATER CONTROL FUND - FY 2024-2025		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Carryover Items		\$46,150				
New Non-Recurring Requests		\$150,000	\$0	\$0	\$0	\$0
New Recurring / Personnel Requests		\$10,000	\$0	\$0	\$0	\$0
Grand Total - New Requests		\$160,000	\$0	\$0	\$0	\$0
FUND BALANCE ITEMS		2024-2025	2025-2026			
Public Works / CDS Facility	Construction (Includes Engineering / Furniture / Low Voltage Wiring / Cameras / Door Locks)	\$1,500,000	\$1,500,000			

FUND 311 - STREETS CAPITAL PROJECTS FUND

CARRYOVER ITEMS

2024-2025

Projects	Blair Road West to Carothers	\$3,257,475
	South Waldron Road Widening	\$3,000,000
	Old Nashville Highway Widening	\$75,000
	CMAQ Grant - Advanced Traffic Management System	\$204,550
Total		\$6,537,025

* In Progress

NEW CAPITAL / ONE TIME REQUESTS

2024-2025

2025-2026

2026-2027

2027-2028

2028-2029

Projects	Blair Road West to Carothers		\$2,292,525			
	South Waldron Road Widening	\$1,073,123	\$8,375,000	\$8,375,000	\$8,375,000	\$4,375,000
Total - New Requests		\$1,073,123	\$10,667,525	\$8,375,000	\$8,375,000	\$4,375,000

FUND 313 - PARKS CAPITAL PROJECTS FUND

NEW CAPITAL / ONE TIME REQUESTS

2024-2025

2025-2026

2026-2027

2027-2028

2028-2029

Parks & Recreation Department	Rehab Walking Trail - Veterans	\$200,000				
	Mankin Park Playground and Fence	\$150,000				
	West Side Neighborhood Park (Brookside)	\$563,000				
	Greenway Extension	\$410,000	\$400,000	\$200,000		
	Football Field LED Lighting			\$200,000		
	Soccer Park					\$500,000
	Amphitheater at Veterans Park					\$450,000
Total - New Requests		\$1,323,000	\$400,000	\$400,000	\$0	\$950,000

FUND 321 - POLICE IMPACT FEE FUND

CARRYOVER ITEMS

2024-2025

Police Department	Tactical Rescue and Response Vehicle (Approved by BOMA on 12/5/2023)	\$100,662
Total		\$100,662

* In Progress

FUND 322 - FIRE IMPACT FEE FUND

NEW CAPITAL / ONE TIME REQUESTS

2024-2025

2025-2026

2026-2027

2027-2028

2028-2029

Fire Department	Equipment/Turnout Gear/Uniforms for Six (6) New Positions	\$38,000				
Total		\$38,000	\$0	\$0	\$0	\$0

FUND 413 - WATER AND SEWER FUND

CARRYOVER ITEMS

Sewer Department	Two (2) New F-250 Service Trucks (FY 2022-2023) (Approved by BOMA on 8/02/22 - Cost Updated)	\$121,400
	One (1) New Dump Truck with Salt Equipment (FY 2022-2023) (Approved by BOMA on 7/05/22)	\$200,000
Water Department	One (1) New Dump Truck with Salt Equipment (FY 2022-2023) (Approved by BOMA on 7/05/22)	\$200,000
	Hydrant Painting (1,400 hydrants)	\$150,000
	Two (2) Ford Maverick Pickup Trucks (Meter Division) (FY 2023-2024) (Approved by BOMA on 12/5/23)	\$60,000
Total		\$731,400

* In Progress

NEW CAPITAL / ONE TIME REQUESTS

		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Water Treatment Plant	Online Raw and Finished Water Total Organic Carbon (TOC) Analyzers	\$70,000				
	High Service Pump Variable Frequency Drives	\$200,000				
	Automatic Transfer Switch Replacement at Water Intake	\$200,000				
	New Coagulant Pumps	\$50,000				
	Filter and Blowdown Actuators		\$375,000			
	Vacuum Chamber on Filters 1-4		\$50,000			
	Replace Tube Settlers in Super Pulsators			\$1,000,000		
	Online Instrumentation for Flouride			\$12,000		
	Online Instrumentation for Manganese			\$70,000		
	Online Instrumentation for Phosphate			\$20,000		
	New Side Weir Box Coating			\$25,000		
	Replace Lagoon Pumps				\$150,000	
	Automatic Gate at Back Exit and Water Intake				\$32,100	
	Concrete Entire Lagoon					\$50,000
Sewer Department	One (1) Front End Loader (Split with Water)	\$85,000				
	Waldron Road Pump Station Rehab	\$350,000				
	Muffin Monster - Hollandale Pump Station	\$175,000				
Water Department	One (1) Front End Loader (Split with Sewer)	\$85,000				
	Generator Maintenance - Mason Road Pump Station	\$25,000				
	Replacement Trencher	\$32,000				
	One (1) F-250 Extended Cab 4x4 Truck (Cost - \$64,000 or Possible Lease at \$11,871/year)	\$11,871	\$11,871	\$11,871	\$11,871	\$11,871
	One (1) Ford Maverick Truck (Meter/Leak Division) (Cost - \$28,000 or Possible Lease at \$6,957/year)	\$6,957	\$6,957	\$6,957	\$6,957	\$6,957
TOTAL NON-RECURRING CAPITAL REQUESTS		\$1,290,828	\$443,828	\$1,145,828	\$200,928	\$68,828

NEW RECURRING / PERSONNEL REQUESTS (Positions Estimated with Benefit Cost, FICA and Retirement)

		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Water Department	One (1) Office / Building Manager for new PW/CDS Facility (Grade G) (To be hired 1/1/25)	\$42,747				
	One (1) Laborer II - Meter/Leak Detection Division (Grade E)	\$79,701				
TOTAL NEW RECURRING/PERSONNEL REQUESTS		\$122,448	\$0	\$0	\$0	\$0

FUND BALANCE ITEMS

		2024-2025
Public Works / CDS Facility	Construction (Includes Engineering / Furniture / Low Voltage Wiring / Cameras / Door Locks)	\$6,545,000

TOTALS FOR WATER AND SEWER FUND - FY 2023-2024		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Carryover Items		\$731,400				
New Non-Recurring Requests		\$1,290,828	\$443,828	\$1,145,828	\$200,928	\$68,828
New Recurring / Personnel Requests		\$122,448	\$0	\$0	\$0	\$0
Grand Total - New Requests		\$1,413,276	\$443,828	\$1,145,828	\$200,928	\$68,828
Fund Balance Items		\$6,545,000				

FEE SCHEDULE

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
City Recorder				
• Beer Sales				
* Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-307
* Beer Privilege Tax (Annual)	\$100	\$100	\$100	LMC 8-319
* Civil penalty in lieu of suspension (each offense of making or permitting to be made any sales to minors, or for any other offense)	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	LMC 8-320
* Special Event Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-324
• Filing of Ethics Complaint	\$200	\$200	\$200	LMC 4-612 / Resolution #2007-07
• Packaged Liquor Stores				
* Certificate of Compliance Application	\$250	\$250	\$250	LMC 8-104
* Inspection Fee	max allowed by TCA	max allowed by TCA	max allowed by TCA	LMC 8-113
* Inspection Fee Penalty	10% of inspection fee due	10% of inspection fee due	10% of inspection fee due	LMC 8-113
* Violations of LMC Title 8 Chapter 1	\$50	\$50	\$50	LMC 8-116
• Liquor - Hotels, Restaurants, Etc. (Liquor-By-The-Drink)				
* Privilege Tax (Selling alcoholic beverages for consumption on the premises)				
- Caterers (including any restaurant or hotel that engages in the business of selling alcoholic beverages for consumption at locations other than the licensed premises)	\$500	\$500	\$500	LMC 8-204
- Community Theater	\$300	\$300	\$300	LMC 8-204
- Convention Center	\$500	\$500	\$500	LMC 8-204
- Hotel and Motel	\$1,000	\$1,000	\$1,000	LMC 8-204
- Limited service restaurant, based on gross sales of prepared food				
• At least 30% but not more than 50% gross sales	\$2,000	\$2,000	\$2,000	LMC 8-204
• At least 20% but not more than 30% gross sales	\$3,000	\$3,000	\$3,000	LMC 8-204
• At least 15% but not more than 20% gross sales	\$4,000	\$4,000	\$4,000	LMC 8-204
• 0% but not more than 15% gross sales	\$5,000	\$5,000	\$5,000	LMC 8-204
- Private Club	\$300	\$300	\$300	LMC 8-204
- Restaurant, according to seating capacity on licensed premises				
• 40 through 74 seats	\$650	\$650	\$650	LMC 8-204
• 75 through 125 seats	\$750	\$750	\$750	LMC 8-204
• 126 through 175 seats	\$925	\$925	\$925	LMC 8-204
• 176 through 225 seats	\$975	\$975	\$975	LMC 8-204
• 226 through 275 seats	\$1,100	\$1,100	\$1,100	LMC 8-204
• 276 seats and over	\$1,200	\$1,200	\$1,200	LMC 8-204
- Theater	\$300	\$300	\$300	LMC 8-204
- Wine-only Restaurant, according to seating capacity on licensed premises				
• 40 through 125 seats	\$120	\$120	\$120	LMC 8-204
• 126 through 175 seats	\$150	\$150	\$150	LMC 8-204
• 176 through 225 seats	\$160	\$160	\$160	LMC 8-204
• 226 through 275 seats	\$180	\$180	\$180	LMC 8-204
• 276 seats and over	\$200	\$200	\$200	LMC 8-204
* Delinquent Privilege Tax - Interest	1.5% per month until paid	1.5% per month until paid	1.5% per month until paid	LMC 8-204(4)
• Public Records Request				
* Copy onto CD or DVD	\$1	\$1	\$1	LMC 20-407
* Electronic	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	LMC 20-407
* Inspection Only	No charge	No charge	No charge	LMC 20-407
* Outside Vendor Used	costs assessed by vendor	costs assessed by vendor	costs assessed by vendor	LMC 20-407
* Large Scale Maps, Plats, Aerial Photos and Drawings	\$2 per square foot	\$2 per square foot	\$2 per square foot	LMC 20-407
* Paper Copy				
• Black and White Copies (letter and legal size)	\$0.15 per page	\$0.15 per page	\$0.15 per page	LMC 20-407
• Color Copies (letter and legal size)	\$0.50 per page	\$0.50 per page	\$0.50 per page	LMC 20-407
* Payment in Advance is Required for Public Records Requests	when costs exceeds \$50	when costs exceeds \$50	when costs exceeds \$50	
• Transient Vendor Permit Application	\$50	\$50	\$50	LMC 9-104(2)
• Solicitation Commercial Permit Application	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	LMC 9-1007
* Solicitation Commercial Permit Renewal	\$100 (non-refundable)	\$100 (non-refundable)	\$100 (non-refundable)	LMC 9-1009
* Solicitor ID Badge Application	\$75 per person	\$75 per person	\$75 per person	LMC 9-1007
* Solicitor ID Badge Renewal	\$75 per person	\$75 per person	\$75 per person	LMC 9-1009
* Solicitation Permit Violation	not more than \$50 per offense	not more than \$50 per offense	not more than \$50 per offense	LMC 9-1023
• Storm Water Variance Application	\$100	\$100	\$100	

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025		2023 - 2024		2022 - 2023		LMC / Ordinance Reference
Codes Department							
• Impact Fees							
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Hospital (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Industrial (per 1,000) sf	\$44	\$44	\$43	\$43	\$43	\$43	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
- Mobile Home Park (per Pad)	\$193	\$193	\$189	\$189	\$189	\$189	Ord. #2020-18
- Multi-Family (per Dwelling)	\$161	\$161	\$157	\$157	\$157	\$157	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$102	\$102	\$100	\$100	\$100	\$100	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$6	\$6	\$104	\$104	\$104	\$104	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$213	\$213	\$208	\$208	\$208	\$208	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Mobile Home Park (per Pad)	\$1,190	\$1,190	\$1,163	\$1,163	\$1,163	\$582	Ord. #2020-18
- Multi-Family (per Dwelling)	\$981	\$981	\$959	\$959	\$959	\$480	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$1,307	\$1,307	\$1,278	\$1,278	\$1,278	\$639	Ord. #2020-18
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Hospital (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Industrial (per 1,000) sf	\$117	\$117	\$114	\$114	\$114	\$114	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	\$48	\$48	Ord. #2020-18
- Mobile Home Park (per Pad)	\$508	\$508	\$497	\$497	\$497	\$497	Ord. #2020-18
- Multi-Family (per Dwelling)	\$421	\$421	\$412	\$412	\$412	\$412	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$270	\$270	\$264	\$264	\$264	\$264	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$279	\$279	\$273	\$273	\$273	\$273	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$561	\$561	\$548	\$548	\$548	\$548	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	\$48	\$48	Ord. #2020-18
* Road Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$4,617	\$4,617	\$4,514	\$4,514	\$4,514	\$2,257	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$1,739	\$1,739	\$1,700	\$1,700	\$1,700	\$850	Ord. #2020-18
- Hospital (per 1,000 sf)	\$4,334	\$4,334	\$4,237	\$4,237	\$4,237	\$2,119	Ord. #2020-18
- Industrial (per 1,000) sf	\$2,108	\$2,108	\$2,061	\$2,061	\$2,061	\$1,031	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$941	\$941	\$920	\$920	\$920	\$460	Ord. #2020-18
- Mobile Home Park (per Pad)	\$2,517	\$2,517	\$2,461	\$2,461	\$2,461	\$1,231	Ord. #2020-18
- Multi-Family (per Dwelling)	\$3,684	\$3,684	\$3,602	\$3,602	\$3,602	\$1,801	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$2,644	\$2,644	\$2,585	\$2,585	\$2,585	\$1,293	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$5,599	\$5,599	\$5,474	\$5,474	\$5,474	\$2,737	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$2,807	\$2,807	\$2,744	\$2,744	\$2,744	\$1,372	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$7,421	\$7,421	\$7,255	\$7,255	\$7,255	\$3,628	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$4,752	\$4,752	\$4,646	\$4,646	\$4,646	\$2,323	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$1,089	\$1,089	\$1,065	\$1,065	\$1,065	\$533	Ord. #2020-18
• Miscellaneous							
* Application fee for the construction of cellular antenna towers for cellular telecommunications services or personal	\$1,000		\$1,000		\$1,000		Zoning Ordinance 4.120(B)
* Construction Board of Adjustments and Appeals Application (non-refundable)	\$100		\$100		\$100		LMC 12-1305
• Permits							
* Blasting Permits	\$100		\$100		\$100		LMC 7-403
* Building Permits							
- Building Permit Extension or Renewal							
• All other	\$150		\$150		\$150		
• Industrial	\$300		\$300		\$300		
• Residential/Multifamily	\$55		\$55		\$55		
- Complete Building or Build Out							
• All other	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Industrial	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Residential/Multifamily	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
* Deck Permit	\$50		\$50		\$50		LMC 12-103
* Demolition Permit	\$100		\$100		\$100		LMC 12-103

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
* Driveway Permit	\$60	\$60	\$60	LMC 16-302
* Fence Permit	\$60	\$60	\$60	LMC 12-103
* Moving of Houses, Structures or Buildings	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.		LMC 16-502
* Mechanical				
- Residential				
• Single Family Dwelling	\$40	\$40	\$40	LMC 12-503
• Multi-Family Dwelling	\$40	\$40	\$40	LMC 12-503
- Commercial and Industrial (base fee)	\$10	\$10	\$10	LMC 12-503
• Additional fees				
◦ Fee for inspecting heating, ventilating, ductwork, air conditioning and refrigeration systems	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting repairs, alterations and additions to an existing system	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting boilers (based upon BTU input)				
33,000 BTU to 165,000 BTU	\$5	\$5	\$5	LMC 12-503
165,001 BTU to 300,000BTU	\$10	\$10	\$10	LMC 12-503
300,001 BTU to 1,165,000 BTU	\$15	\$15	\$15	LMC 12-503
1,165,001 BTU to 3,300,000 BTU	\$25	\$25	\$25	LMC 12-503
Over 3,300,000 BTU	\$35	\$35	\$35	LMC 12-503
* Plumbing				
- Commercial/Industrial (base fee)	\$100	\$100	\$100	LMC 12-203
- Plus the following when provided (in addition to base fee)				
• For each plumbing fixture, floor drain or trap (including water and drainage piping)	\$3	\$3	\$3	LMC 12-203
• For each house sewer	\$5	\$5	\$5	LMC 12-203
• For each house sewer being replaced or repaired	\$5	\$5	\$5	LMC 12-203
• For each cesspool	\$5	\$5	\$5	LMC 12-203
• For each septic tank or drain field	\$10	\$10	\$10	LMC 12-203
• For each water heater and/or vent	\$2.50	\$2.50	\$2.50	LMC 12-203
• For installation, alteration, or repair of water piping and/or water treating equipment	\$5	\$5	\$5	LMC 12-203
• For repair or alteration of drainage or vent piping	\$5	\$5	\$5	LMC 12-203
• For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served				
◦ One to five	\$2.50	\$2.50	\$2.50	LMC 12-203
◦ Over five, each	\$1.50	\$1.50	\$1.50	LMC 12-203
- Residential (base fee)				
• 1 1/2 bath	\$75	\$75	\$75	LMC 12-203
• 2 bath	\$85	\$85	\$85	LMC 12-203
• 2 1/2 bath	\$90	\$90	\$90	LMC 12-203
• 3 bath	\$95	\$95	\$95	LMC 12-203
• 3 1/2 bath	\$105	\$105	\$105	LMC 12-203
• 4 bath	\$115	\$115	\$115	LMC 12-203
• 4 1/2 bath	\$125	\$125	\$125	LMC 12-203
• 5 bath	\$135	\$135	\$135	LMC 12-203
* Mobile Food Service Permit				
• Application Fee	\$100	\$100	\$100	LMC 9-905
• Enforcement Fine	\$50	\$50	\$50	LMC 9-905
• Permit Reinstatement Fee	\$50	\$50	\$50	LMC 9-905
• Reapplication Fee After Revocation of Permit	\$50	\$50	\$50	LMC 9-905
* Sign Permit	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Temporary)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Relocation or Moving)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Swimming Pool Permit	\$50	\$50	\$50	LMC 12-103
* Temporary Use	\$50	\$50	\$50	Zoning Ordinance 8.040
* Temporary Use for a Fireworks Tent	\$500	\$500	\$500	LMC 7-604 / Zoning Ordinance 8.040
• Plan Review				
* Complete building or build out	\$0.18/sf	\$0.18/sf	\$0.18/sf	LMC 12-103
* Shell	\$0.09/sf	\$0.09/sf	\$0.09/sf	LMC 12-103

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
Court Fines and Fees				
• Fees				
* Court Administration				
- Appearance Bond	\$60	\$60	\$60	LMC 3-501
- Appeal Bond	\$250	\$250	\$250	LMC 3-502
- City Litigation Tax	\$13.75	\$13.75	\$13.75	LMC 3-310
- Contempt of Court	\$50	\$50	\$50	LMC 3-307
- Court Costs	\$96.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	LMC 3-306
- Electronic Traffic Citation Fee	\$5	\$5	\$5	LMC 3-312 / TCA 55-1-207(e)
* Distribution of Fee (Internally)				
• Retained by the Court Clerk	\$1	\$1	\$1	LMC 3-312 / TCA 55-1-207(e)
• Transmitted Monthly to the Police Department	\$4	\$4	\$4	LMC 3-312 / TCA 55-1-207(e)
* Sunset provision	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	LMC 3-312 / TCA 55-1-207(e)
- Issuing subpoena	\$20	\$20	\$20	LMC 3-602
- Obtaining a city warrant	\$30	\$30	\$30	LMC 3-602
- Second and consecutive continuances	\$10	\$10	\$10	LMC 3-602
- Service charge for non-criminal fingerprinting	\$5	\$5	\$5	LMC 3-602
- Storage:				
• All vehicles up to 1 ton capacity per day	\$10	\$10	\$10	LMC 3-602
• Vehicles over 1 ton capacity per day	\$25	\$25	\$25	LMC 3-602
• Items in evidence room per day	\$7	\$7	\$7	LMC 3-602
- Traffic School	\$50	\$50	\$50	LMC 3-602
• Fines				
- All other violations	Up to \$50 per offense	Up to \$50 per offense	\$10	LMC 3-601
- Animal Control-Running at Large	\$50	\$50	\$5	LMC 3-601, 10-101, 10-203
- Anti-Noise Regulation	\$50	\$50	\$5	LMC 3-601, 11-202
- Careless Driving	\$50	\$50	\$50	LMC 3-601, 15-103
- Child Restraint Devices	\$50	\$50	\$50	LMC 3-601, TCA 55-9-602
- Commercial License Required	\$50	\$50		LMC 15-801, TCA 55-50-404
- Discharge of Firearm Within City Limits	\$50	\$50		LMC 11-403
- Disregard Traffic Sign	\$50	\$50	\$5	LMC 3-601, TCA 55-8-109
- Disregard Traffic Signal	\$50	\$50		LMC 3-601, TCA 55-8-110
- Disturbing the Peace	\$50	\$50		LMC 11-201
- Driver License - Address Change Required - 10 days	\$25	\$25		TCA 55-50-333
- Driver License - Driving without License	\$50	\$50		TCA 55-50-301
- Driver License - Expired	\$50	\$50		TCA 55-50-337
- Driver License - Not in Possession	\$25	\$25		TCA 55-50-351
- Driver License - TN DL Required after 30 Days	\$25	\$25		TCA 55-4-120
- Driver License - Wrong/Improper Type for Vehicle	\$50	\$50		TCA 55-50-331
- Failure to Dim Headlights	\$25	\$25		TCA 55-9-407
- Failure to Give Proper Signal	\$25	\$25	\$5	LMC 3-601, TCA 55-8-143
- Failure to Use Headlights (Dark/Rain/Fog)	\$25	\$25	\$5	LMC 3-601, TCA 55-9-406
- Failure to Yield	\$50	\$50	\$5	LMC 3-601, TCA 55-5-128 or 130
- Failure to Yield to Emergency Vehicle	\$50	\$50		TCA 55-8-132
- Financial Responsibility	\$50	\$50	\$50	LMC 3-601, 15-1002, TCA 55-12-139
- Following Too Closely	\$50	\$50		TCA 55-8-124
- Glaring or Dazzling Lights	\$25	\$25		TCA 55-9-407
- High occupancy vehicle lane violation	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	LMC 3-601
- Improper Passing	\$50	\$50		TCA 55-8-117
- Improper Passing - School, Youth, Church Bus Loading/Unloading	\$50	\$50		TCA 55-8-151
- Interference with Traffic	\$50	\$50		LMC 11-503
- Light law violation	\$25	\$25	\$5	LMC 3-601, TCA 55-9-402
- Littering	\$50	\$50		LMC 16-107
- Miscellaneous Traffic Control Sign, etc.	\$50	\$50		LMC 15-107
- Motorcycle - Goggles or Windshield Required	\$25	\$25	\$5	TCA 55-9-304
- Motorcycle - Headlight On	\$25	\$25		TCA 55-8-164
- Motorcycle - Headlight Required	\$25	\$25		TCA 55-9-403
- Motorcycle - Mirror/Footrests Required	\$25	\$25		TCA 55-9-305
- Muffler Violation	\$25	\$25		TCA 55-9-202
- No Passing Zone	\$50	\$50		TCA 55-8-121

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
- Obedience to Signal Indicating Train	\$50	\$50		TCA 55-8-144
- Obstructing Streets, Alleys or Sidewalks	\$50	\$50	\$5	LMC 3-601, 16-101
- Open Container - Alcohol	\$50	\$50		LMC 11-101
- Parking Violations (No Court Costs)				
• If paid within 14 days	\$10	\$10	\$10	LMC 3-601, LMC 15-706
• If paid after 14 days	\$20	\$20	\$20	LMC 3-601, LMC 15-706
- Parking Violation - Fire Lane / Hydrant	\$50	\$50	\$5	LMC 3-601, TCA 55-9-302
- Parking Violation - Handicap Parking	\$50	\$50	\$50	LMC 3-601, TCA 55-21-108
- Parking Violation - Vehicle over 15,000 lbs	\$25	\$25	\$5	LMC 16-115
- Peddler Permit Required	\$50	\$50		LMC 9-102
- Registration - Expired	\$25	\$25	\$5	LMC 3-601, TCA 55-4-104
- Registration - Improper Display of Plate - 1st Offense (No Court Cost)	\$10	\$10		TCA 55-4-110
- Registration - Improper Display of Plate - 2nd Offense (No Court Cost)	\$20	\$20		TCA 55-4-110
- Registration - Must be in Vehicle	\$25	\$25		TCA 55-4-108
- Registration - TN Required after 30 Days	\$25	\$25		TCA 55-4-120
- Registration - Unregistered Vehicle	\$25	\$25		TCA 55-3-102
- Seat belt violations:				
• 1st offense	\$30	\$30	\$10	LMC 3-601, TCA 55-9-603
• 2nd offense	\$50	\$50	\$20	LMC 3-601, TCA 55-9-603
- Speeding				
• 1-10 MPH over speed limit	\$10	\$10	\$10	LMC 3-601, TCA 55-8-152
• 11-20 MPH over speed limit	\$15	\$15	\$15	LMC 3-601, TCA 55-8-152
• 21+ MPH over speed limit	\$20	\$20	\$20	LMC 3-601, TCA 55-8-152
- Texting while Driving	\$50	\$50		TCA 55-8-199
- Throwing Missiles	\$50	\$50		LMC 11-402
- Traffic citation	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 15-706
- U-Turn Violation	\$50	\$50		
- Vehicle equipment violation	\$10	\$10	\$10	LMC 3-601
- Vehicle Losing Load	\$50	\$50	\$10	LMC 3-601, TCA 55-7-109
- Window Tint Violation	\$25	\$25	\$10	LMC 3-601, TCA 55-9-203

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
Engineering Department				
• Miscellaneous				
* Reclamation Bond	\$65,000	\$65,000	\$65,000	Zoning Ordinance 5.054.5
• Permits				
* Land Disturbance				
- Minor (less than 1 acre)	\$50	\$50	\$50	LMC 14-305
- Major (1 acre or greater)	\$350	\$350	\$350	LMC 14-305
• Plan Review				
* Construction Drawing	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	Zoning Ordinance 1.050A
• Storm Water				
* Stormwater User Fee - Equivalent Residential Unit (ERU)	3,181 square feet	3,181 square feet	3,181 square feet	LMC 14-702; 14-704 / Res. 2005-11
- Stormwater User Fee - ERU Rate	\$3.50 per ERU	\$3.50 per ERU	\$3.50 per ERU	LMC 14-702; 14-704 / Res. 2005-11
* Waterway Buffer Policy Variance Application	\$250	\$250	\$250	LMC 14-805
• Violation LMC Title 14, Chapter 3 - Grading, Soil Erosion, etc.	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-311
• Violation LMC Title 14, Chapter 6 - Stormwater Management	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-610
Finance Department				
• Business License				
	\$15	\$15	\$15	LMC 5-201 / TCA 67-4-701
• Hotel/Motel Tax	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	LMC 5-502
Fire Department				
• Fire Code Violation				
* False Alarms	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	LMC 7-504
* Discharge of Hazardous Substances - Penalty for Nonpayment	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	LMC 7-218(3)(b)
* Violation LMC 7-209(1)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209(3)
* Violation LMC 7-209(4)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209
* Violation LMC 7-308(1)	Not to exceed \$500	Not to exceed \$500	Not to exceed \$500	LMC 7-308
Miscellaneous				
• Junkyard Control Permit	\$100	\$100	\$100	LMC 13-308
• Vicious Dog Violation Fine	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	LMC 10-204
Parks and Recreation Department				
• Baseball/Softball Tournaments				
* Litter fee	\$300	\$300	\$300	LMC 20-208
* Full weekend	\$200 per complex, per day	\$200 per complex, per day	\$200 per complex, per day	LMC 20-208
* Single day	\$200 per complex	\$200 per complex	\$200 per complex	LMC 20-208
• Facility rental				
* Multi-Purpose Building	12 p.m. to 10 p.m. \$300 with a \$300 deposit	12 p.m. to 10 p.m. \$150 with a \$200 deposit	12 p.m. to 10 p.m. \$150 with a \$200 deposit	LMC 20-208
* Pavilions	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	LMC 20-208
• Field rental				
* Baseball/Softball fields	\$50 per day, per field	\$50 per day, per field	\$50 per day, per field	LMC 20-208
* Football fields	\$300 per day, per field	\$300 per day, per field	\$300 per day, per field	LMC 20-208
• Food truck rallies rental fee	\$15	\$15	\$15	
• League use				
* Baseball/Softball leagues	\$8,000	\$8,000	\$4,000	LMC 20-208
* Football leagues	\$2,000	\$2,000	\$2,000	LMC 20-208
* In-Line Hockey leagues	\$500	\$500	\$500	LMC 20-208
• Vendor permits	\$75	\$75	\$75	LMC 20-208

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
Planning Department				
• Amend the Zoning Ordinance Request (Text Amendment)	\$400	\$400	\$400	Zoning Ordinance 8.090(A)
• Amend the Zoning Map	\$300	\$300	\$300	Zoning Ordinance 8.090(B)
• Application to the Board of Zoning Appeals				
* Administrative Appeal	\$200	\$200	\$200	Zoning Ordinance 8.070(F)
* Conditional Use Permit (Includes Major Home Occupation)	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
* Special Exception	\$200	\$200	\$200	Zoning Ordinance 8.060
* Variance Request				
- Single Family Residential	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
- All Others	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
• Concept Subdivision Plan Modification	\$250	\$250	\$250	
• Concept Subdivision Plan Review	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
• Final Subdivision Plat Review (Planning Commission and/or Staff Approval)	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	
• PDR Amendment (fee calculated based on affected area)				
* ≤ 5.0 acres	\$300	\$300	\$300	
* 5.01 acres ≤ 100.0 acres	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	
* 100.01 acres ≤ 500.0 acres	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	
* ≥ 500.0 acres	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	
* Minor Site Modification	\$300	\$300	\$300	
• Preliminary Subdivision Plat Review				
* ≤ 25 lots	\$500 plus \$25 per lot	\$500 plus \$25 per lot	\$500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* 26 lots ≤ 50 lots	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	Zoning Ordinance 1.050(A)
* ≥ 50 lots	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	Zoning Ordinance 1.050(A)
• Rezoning Request				
* Non PDR/PUD				
- ≤ 5.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	Zoning Ordinance 1.050(A)
* PDR/PUD				
- ≤ 5.0 acres	\$650	\$650	\$650	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	Zoning Ordinance 1.050(A)
• Site Plan Modification to Include Accessory Additions, Expansions (PC or Administrative)				
* ≤ 3.0 acres	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	Zoning Ordinance 1.050(A)
• Site Plan Review				
* ≤ 3.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	Zoning Ordinance 1.050(A)
• Subdivision Regulations - Approved/Amended by Planning Commission				
* Recording of Plat	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	Subdivision Regulations 2-106.2
* Fee-in-Lieu of Sidewalk Construction Fee	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	Subdivision Regulations 4-108.5

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
Police Department				
• Alarm Systems				
- Permit application	\$10	\$10	\$10	LMC 20-103, 20-104
- Unobtained permit fine	\$25	\$25	\$25	LMC 20-104
- False emergency alarms fee	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	LMC 20-109
	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	LMC 11-707
• Curfew for Minors - Giving False Information				
• Curfew for Minors - Violation of LMC 11-703, 11-704, 11-705, or 11-706	\$50 maximum	\$50 maximum	\$50 maximum	LMC 11-709
• State Traffic Statutes Adopted by Reference				
• Taxicab Driver Application Fee	\$25	\$25	\$25	LMC 9-308
• Taxicab Driver's Annual Renewal Fee	\$10	\$10	\$10	LMC 9-308
• Taxicab Franchise Application Fee	\$100	\$100	\$100	LMC 9-301
• Taxicab Franchise Renewal Fee	\$50 per taxicab	\$50 per taxicab	\$50 per taxicab	LMC 9-301
• Violation of Title 9 Chapter 8 - Sexually Oriented Businesses	\$50 each violation	\$50 each violation	\$50 each violation	LMC 9-807
• Wrecker Services				
* Schedule of rates and billing procedures				
* Any city passenger car or pickup truck, up to 1/2 ton, towed within city limits	\$175.00	\$175.00	\$175.00	LMC 9-618
* Cleaning street	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	LMC 9-618
* Fuel Surcharge	15.00%	15.00%	15.00%	LMC 9-618
* Gate fee (to be charged for towed vehicles after business hours)	\$75.00	\$75.00	\$75.00	LMC 9-618/LMC 9-621
* Miscellaneous charges (such as disconnecting drive shafts, changing wheels, use of torches or other cutting equipment, and labor for removing vehicles from unusual places or positions)	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	LMC 9-618
* Service charge (Example: Wrecker service is called tow a vehicle and is cancelled prior to arrival based on the decision of the vehicle owner or the requesting officer.)	\$75.00	\$75.00	\$75.00	LMC 9-618
* Storage maximum	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	LMC 9-618
* Use of oil dry to clean street	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	LMC 9-618
* Vehicles within city limits not requiring winch or dolly	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	LMC 9-618
* Vehicles within city limits requiring rollback	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
* Vehicles within city limits requiring winch	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	LMC 9-618
* Vehicles within city limits requiring dolly	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
* Wait / Work Time	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	LMC 9-618
Public Works Department				
• Inspection of Street				
	\$0.30 per linear feet	\$0.30 per linear feet	\$0.30 per linear feet	LMC 16-114
• Fines/Penalties for Closing Streets				
* Block/Prevent Flow of Traffic for Period of 24 hours	\$50.00	\$50.00	\$50.00	LMC 16-116
- Fine for Each Day That the Flow of Traffic Prevented	\$50.00 per day	\$50.00 per day	\$50.00 per day	LMC 16-116
* Street Closure Without Permit	\$50	\$50	\$50	LMC 16-116
• Permits for Excavations and Cuts				
* Excavation or Bore in Any Street, Alley, or Public Place	\$75	\$75	\$75	LMC 16-203
- Surety Bond or Cash Deposit to Receive Permit	\$2,500	\$2,500	\$2,500	LMC 16-204

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
Utilities Department - Sewer				
• Fees				
* Extraneous Flow	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-407
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Lab Testing and Other Expenses Relative to Monitoring a Wastewater Discharge Permit Holder's Discharge	reimburse actual costs/expenses	reimburse actual costs/expenses	reimburse actual costs/expenses	LMC 18-318
* Request for Availability of Sewer	\$150.00 for each development	\$150.00 for each development	\$150.00 for each development	LMC 18-102
• Penalties				
* Misrepresentation and/or Falsifying Documents	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	LMC 18-316
* Violation of LMC Title 18 Chapter 3	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	LMC 18-316
* Violation of LMC Title 18 Chapter 3 (Willfull or Negligent Violations)	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	LMC 18-316
• Permits				
* Building Sewer and Connection Permit Application Fee (non-refundable)	\$25	\$25	\$25	LMC 18-306
* Wastewater Discharge				
- Significant Industrial User Defined by 18-302 of the City of La Vergne Sewer Use Ordinance	\$750.00 annually	\$750.00 annually	\$750.00 annually	LMC 18-318
- All Others	\$250.00 annually	\$250.00 annually	\$250.00 annually	LMC 18-318
• Plans Review				
	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex	\$2775.00 per unit/office	\$2775.00 per unit/office	\$2775.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	LMC 18-402
* Church	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Commercial - Free Standing	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	LMC 18-402
* Dentist, Physicians Office	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	\$525.00 per bed	\$525.00 per bed	\$525.00 per bed	LMC 18-402
* Medical Center Without Beds	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Motel, Hotel, Campground	\$1200.00 per unit	\$1200.00 per unit	\$1200.00 per unit	LMC 18-402
* Nursing Home	\$375.00 per bed	\$375.00 per bed	\$375.00 per bed	LMC 18-402
* Office Buildings	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Residential	\$2,775.00	\$2,775.00	\$2,775.00	LMC 18-402
* Restaurants	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	LMC 18-402
* Schools	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	LMC 18-402
* Self-service Laundries	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	LMC 18-402
* Service Station	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	LMC 18-402
* Shopping Center, Grocery Stores	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	LMC 18-402
* Standard Reference Chart - Sewer				
- 3/4"	\$2,775	\$2,775	\$2,775	LMC 18-402
- 1"	\$2,850	\$2,850	\$2,850	LMC 18-402
- 1 1/2"	\$3,600	\$3,600	\$3,600	LMC 18-402
- 2"	\$4,350	\$4,350	\$4,350	LMC 18-402
- 3"	\$5,400	\$5,400	\$5,400	LMC 18-402
- 4"	\$6,600	\$6,600	\$6,600	LMC 18-402
- 6"	\$9,600	\$9,600	\$9,600	LMC 18-402
- 8"	\$12,600	\$12,600	\$12,600	LMC 18-402
* Theaters	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	LMC 18-402
* Warehouse	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
• Privilege Tapping Fees - Blair Road Sewer Basin				
	\$2,800 per Residential Unit	\$2,800 per Residential Unit	\$2,400 per Residential Unit	
• Special Assessment Zone				
	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Televising, Testing, and Sealing Equipment				
* Mobilization	\$150.00 per phase	\$150.00 per phase	\$150.00 per phase	LMC 18-409
* Base Joint Repair	\$75.00 per joint	\$75.00 per joint	\$75.00 per joint	LMC 18-409
* Grout	varies per repair	varies per repair	varies per repair	LMC 18-409

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025	2023 - 2024	2022 - 2023	LMC / Ordinance Reference
• Usage Charges (based on actual water meter readings)				
* Residential Sewer Customers Rate				
- First 2,000 (gallons per month)	\$22.88 (minimum)	\$22.43 (minimum)	\$22.43 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$5.93 per thousand gallons	\$5.81 per thousand gallons	\$5.81 per thousand gallons	LMC 18-401
* Commercial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$29.60 (minimum)	\$29.02 (minimum)	\$29.02 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.72 per thousand gallons	\$6.59 per thousand gallons	\$6.59 per thousand gallons	LMC 18-401
* Industrial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$533.02 (minimum)	\$527.74 (minimum)	\$527.74 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.43 per thousand gallons	\$7.36 per thousand gallons	\$7.36 per thousand gallons	LMC 18-401
• Usage Charges - Blair Road Sewer Basin (based on actual water meter readings)				
* First 2,000 Gallons per Month	\$30.73 (minimum)	\$28.99 (minimum)	\$27.61 (minimum)	LMC 18-401
* Over 2,000 Gallons per Month	\$7.34 per thousand gallons	\$6.92 per thousand gallons	\$6.59 per thousand gallons	LMC 18-401

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

<u>Name / Purpose of Fee</u>	<u>2024 - 2025</u>	<u>2023 - 2024</u>	<u>2022 - 2023</u>	<u>LMC / Ordinance Reference</u>
Utilities Department - Water				
• Fees				
* Disconnect				
- Normal	no charge	no charge	no charge	LMC 18-411
- For Non-payment or Returned Checks	\$25	\$25	\$25	LMC 18-411
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Meter Meter Removal Fee for Removing Lock	\$50	\$50	\$50	LMC 18-411
* Private Fire Hydrants (Minimum Bill)	\$100.00 per year per hydrant	\$100.00 per year per hydrant	\$100.00 per year per hydrant	LMC 18-404
* Private Fire Sprinklers (Minimum Bill)	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	LMC 18-404
* Request for Availability of Water	\$100.00 for each development	\$100.00 for each development	\$100.00 for each development	LMC 18-102
* Returned Checks for Having Insufficient Funds	\$25	\$25	\$25	LMC 18-411
* Service Call	\$25	\$25	\$25	LMC 18-411
* Service Connect				
- Residential	\$50.00 (non-refundable)	\$50.00 (non-refundable)	\$50.00 (non-refundable)	LMC 18-406
- Commercial or Industrial	\$75.00 (non-refundable)	\$75.00 (non-refundable)	\$75.00 (non-refundable)	LMC 18-406
* Service Re-connect				
- During Regular Business Hours	\$25	\$25	\$25	LMC 18-406
- After Business Hours until 8:00 p.m.	\$50	\$50	\$50	LMC 18-406
* Water Meter Lock	\$50	\$50	\$50	LMC 18-411
* Water Meter Testing	\$50	\$50	\$50	LMC 18-411
• Plans Review	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex (Individual Metering is Not Permitted)	\$750.00 per unit/office	\$750.00 per unit/office	\$750.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Church	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Commercial - Free Standing	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Dentist, Physicians Office	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Medical Center Without Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Motel, Hotel, Campground	\$862.50 per unit	\$862.50 per unit	\$862.50 per unit	LMC 18-402
* Nursing Home	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Office Buildings	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Private Fire Protection Lines	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	LMC 18-404
* Residential				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- Any Larger Sizes	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Restaurants	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Schools	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Self-service Laundries	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Service Station	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Shopping Center, Grocery Stores	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Standard Reference Chart - Water				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- 1"	\$1,800	\$1,800	\$1,800	LMC 18-402
- 1 1/2"	\$2,100	\$2,100	\$2,100	LMC 18-402
- 2"	\$2,700	\$2,700	\$2,700	LMC 18-402
- 3"	\$3,300	\$3,300	\$3,300	LMC 18-402
- 4"	\$5,100	\$5,100	\$5,100	LMC 18-402
- 6"	\$6,300	\$6,300	\$6,300	LMC 18-402
- 8"	\$7,500	\$7,500	\$7,500	LMC 18-402
- 10"	\$8,700	\$8,700	\$8,700	LMC 18-402
* Theaters	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Warehouse	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Usage Charges				
* Residential Water Customers Rate				
- First 2,000 (gallons per month)	\$19.18 (minimum)	\$14.21 (minimum)	\$14.21 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$4.95 per thousand gallons	\$3.67 per thousand gallons	\$3.67 per thousand gallons	LMC 18-401
* Commercial Water Customers Rate				
- First 2,000 (gallons per month)	\$26.67 (minimum)	\$18.39 (minimum)	\$18.39 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.06 per thousand gallons	\$4.18 per thousand gallons	\$4.18 per thousand gallons	LMC 18-401
* Industrial Water Customers Rate				
- First 2,000 (gallons per month)	\$401.26 (minimum)	\$334.38 (minimum)	\$334.38 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.72 per thousand gallons	\$5.59 per thousand gallons	\$5.59 per thousand gallons	LMC 18-401



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 6. Second 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 30, 2024

Item #: 7.A.1. Request for Qualifications - Storm Water Monitoring Consultant.

Department: Stormwater

Presented By: Gary Lide

Item Attachments:

1. Stormwater Monitoring Grading Form
2. Statement of Qualifications - CEC
3. Contract for Stream Surveys with CEC Inc

Summary:

The city received and opened three statements of qualifications on April 18, 2024 for a Stormwater Monitoring Consultant. The consultant is needed to help the city comply with the 2022 Small MS4 General NPDES Permit.

Background Information:

Monitoring will include Benthic Macroinvertebrate sampling (SQSH) for 3 streams, Visual Stream Assessments for 4 streams, and E. Coli sampling for 2 streams.

Benthic Macroinvertebrate (SQSH) studies will be necessary for Hurricane Creek, West Branch of Hurricane Creek, and Rock Springs Branch. Visual Stream Assessments will be necessary for Hurricane Creek (8.5 miles), West Branch Hurricane Creek (3.5 miles), Finch Branch (5.7 miles), and Rock Springs Branch (approx. .75 miles). E. Coli sampling will be necessary for Hurricane Creek and Finch Branch.

The purpose of the project is to comply with the 2022 Small MS4 General NPDES Permit. After sampling, we will require an analysis of all data and a report of the findings with recommendations for corrective actions and future priority projects.

The city received statements of qualifications from Civil Environmental Consultants (CEC), TTL, S&ME, Inc., and EnviroScience. The grading form from our Stormwater Coordinator, Alexandra Thompson, is attached.

Financial Summary:

Not applicable at this time. A consultant needs to be chosen based on qualifications and then a professional services agreement will be drafted and approved by the Board for this work to be conducted.

Staff Recommendation:

Staff recommends moving forward with Civil Environmental Consultants (CEC).

**Stormwater Monitoring
SOQ Grading Form**

Item	CEC	TTL	S&ME	EnviroScience
1. Past Performance working with Local Governments (pop. < 100,000) on stormwater monitoring (Benthic Macroinvertebrate surveys, VSA's, and E. Coli sampling) (Score 0-30)	30	25	29	15
2. Past Performance completing evaluation and program recommendations based on stormwater monitoring data (Score 0-30)	29	26	30	24
3. Project Organization Chart complete with names including subconsultants. (Score 0-20)	20	20	20	18
4. Technical Approach: Project understanding, quality control system, communications with client, etc. (Score 0-10)	10	8	10	10
5. Miscellaneous Items: Other items which impact the value of the consultant to the project (Score 0-10)	10	5	5	5
TOTAL	99	84	94	72

Comments in support of evaluation scoring:

1. Past Performance – Sampling for Local Governments
2. Past Performance – Evaluating Sampling Data
3. Organization and Personnel
4. Technical Approach
5. Past Performance – All Other

Submitted:


 Alex Thompson, Stormwater Coordinator



Civil & Environmental
Consultants, Inc.

City of La Vergne, Tennessee

STATEMENT OF QUALIFICATIONS FOR STORMWATER MONITORING

CEC | Nashville Office

Project 342-286

April 18, 2024



CITY OF LA VERGNE, TENNESSEE STATEMENT OF QUALIFICATIONS FOR STORMWATER MONITORING

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1.0 Experience Completing Stormwater Monitoring

1.1 Project Understanding and City Needs

CEC is pleased to present this proposal in response to the City of La Vergne's (City) RFQ for Stormwater Monitoring as advertised on April 2, 2024. CEC acknowledges receipt of the Stormwater Monitoring Consultant RFQ Q&A email dated April 9, 2024. CEC understands that the City requires the selected Consultant to meet four components of the contract:

- Perform analytical monitoring (macroinvertebrate sampling and habitat assessment) for three stream segments with unavailable parameters for siltation and/or nutrients;
- Perform visual stream assessments on four stream segments within the City's MS4 jurisdiction with unavailable parameters for siltation, pathogens, and nutrients; and
- Perform analytical monitoring (bacteriological sampling) for two stream segments with unavailable parameters for pathogens.
- Stream monitoring shall begin in 2024 with project completion in 2025.

1.2 Firm Description

Civil & Environmental Consultants, Inc. (CEC) was established in 1989 as a private, employee-owned corporation. CEC is recognized for providing innovative design solutions and integrated expertise in civil engineering, water resources, ecological sciences, environmental engineering and sciences, survey, waste management, and air quality. Headquartered in Pittsburgh with 31 additional offices throughout the United States and 1,475 employees, CEC has worked with hundreds of municipalities and public sector agencies on a wide range of projects.

Insider Experience

CEC understands the nuanced characteristics of public sector work from the inside, having strategically added professionals who previously worked for governments, economic development authorities and public agencies to drive us to deliver services from their unique perspective. CEC's multi-disciplined and integrated service approach allows public officials to be proactive rather than reactive when navigating the challenges of their projects, and to understand how these challenges may affect their communities and financial responsibilities. CEC has a proven track record of providing sound, technological solutions that balance project needs with compliance requirements while working within spending thresholds.

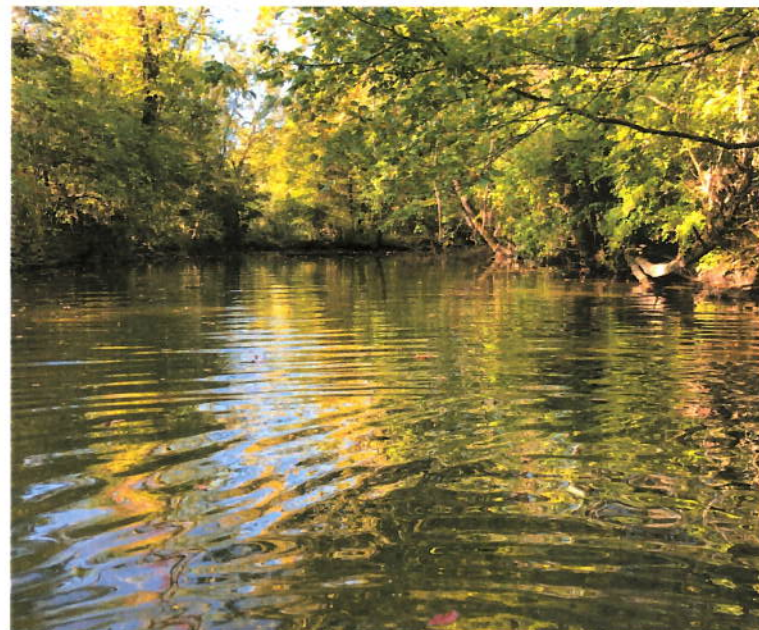
Regional Capabilities and Resources

CEC's Nashville office, located in Franklin, Tennessee, was established in 1998 and currently has 93 professionals. The office offers a full spectrum of MS4 compliance services, as required by this RFQ. The Nashville office specializes in water resources, stormwater management, and MS4 compliance issues as well as ecological services, waste management, civil and environmental engineering, and surveying. CEC anticipates utilizing the skillsets of several key individuals from the Nashville office for this scope of work as outlined in the RFQ. CEC is proposing to perform all work associated with this contract from our Nashville (Franklin) office.

CEC's field personnel and GIS professionals are highly qualified in data collection using survey, Global Positioning System (GPS) equipment, computer tablets, or other methods. Our GIS professionals are accustomed to developing a mapping format that addresses client needs and concerns. We have experience with data collection, processing, management, mapping, and analysis at local, regional and state levels. GIS data management is also a proven way to present and demonstrate permit compliance to TDEC.

Safety excellence.

We believe all accidents are preventable and are committed to creating an accident- and incident-free workplace for employees and subcontractors through training, safe workplace practices, and processes for assessing project hazards. CEC strives for safety excellence throughout our entire organization and holds all individuals accountable for the safe performance of their work.





Statement of Qualifications for Stormwater Monitoring

Civil & Environmental Consultants, Inc.

Since entering the Tennessee market in 1998, CEC has been involved with hundreds of projects including consultation and permitting for the Tennessee Department of Environment and Conservation (TDEC). Our senior staff have spent decades building excellent working relationships with TDEC and therefore is recognized by TDEC as a leader and expert in the area of MS4 permit compliance. Our experience working with the agency allows us in many cases to anticipate regulatory requirements and potential project pitfalls very early in a project's development so these requirements and pitfalls can be addressed pre-emptively on the front end, saving both time and money.

CEC has worked with the City of La Vergne since 2019, including completion of a drainage master plan, site design and construction support for a regional detention area, public works facility, and fire station, stormwater stream monitoring for the previous MS4 permit cycle, and stormwater ordinance revisions. CEC will utilize its existing knowledge of the City and the previously collected stream monitoring data to provide recommendations and insights for further water quality improvements.

CEC's field personnel and GIS professionals are highly qualified in data collection using Global Positioning System (GPS) equipment and tablets. We have served multiple clients with analytical and non-analytical stream monitoring. We have experience with data collection, processing, management, mapping, and analysis. A partial listing of related stream monitoring services performed for select municipal and county clients is presented below.

CEC will bring benefits of professional expertise and technical experience within our Nashville office to support the City of La Vergne with their Tennessee MS4 Phase II Permit compliance work as we have for other municipalities in managing their MS4 permit compliance since 2002.

1.3 MS4 Phase II Permit Compliance Expertise

CEC has worked with MS4 Phase II permittees from the first implementation of the NPDES MS4 Phase II permitting in Tennessee. CEC's staff has a comprehensive working knowledge of the MS4 Phase II program and has been involved in the development and implementation of MS4 programs for a variety of clients including both municipal and university clients. In addition to the extensive experience in MS4 permit-required stream monitoring, we have negotiated MS4 permits with regulatory agencies, written permit applications, prepared stormwater management plans, developed stormwater testing procedures and protocols, performed stormwater sampling, managed stormwater-related data in GIS, prepared public education and outreach plans, prepared enforcement response plans, assisted in ordinance revisions, and provided general technical assistance.

Our experience with MS4 permitting ensures the geospatial information will be collected in a way that assists the City with its MS4 Permit compliance and will be delivered in a manner that will help the City identify potential areas for improvement. The final reports will provide recommendations for corrective actions and future priority projects, as required by the RFQ.

Table 1. Sample list of past and present MS4 stream monitoring compliance contracts for various municipalities.

CEC MS4 Client	CEC Services Provided		
	Visual Stream Assessment	Benthic Macro-Invertebrate Sampling	E.coli Sampling
City of Belle Meade	✓	✓	✓
City of Berry Hill	✓	✓	✓
City of Brentwood	✓	✓	✓
City of Dickson	✓	✓	✓
City of Gallatin	✓	N/A	N/A
City of Hendersonville	✓	✓	✓
City of Jackson	✓	✓	✓
City of La Vergne*	✓	✓	✓
City of Mt. Juliet	✓	✓	✓
City of Spring Hill	✓	✓	N/A
City of Springfield	✓	✓	✓
Madison County	✓	✓	✓
Sumner County	✓	✓	✓
Wilson County	✓	✓	✓

*CEC performed MS4 monitoring services for the City in 2020 – 2021

1.4 City of La Vergne, Tennessee (MS4 Permit # TNS075418)

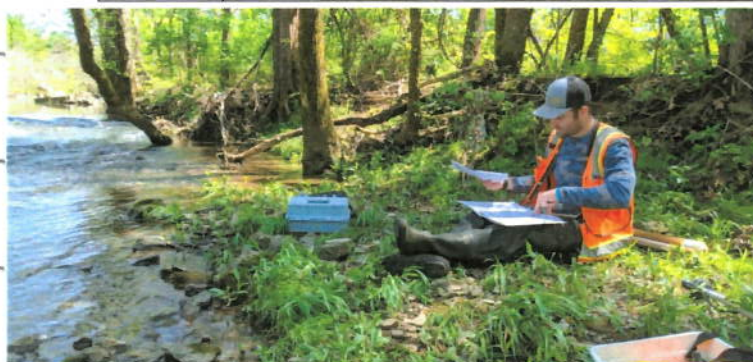
Scope of work:	Stream Monitoring Field Data Collection (Visual Stream Assessment, Benthic Macroinvertebrate Sampling, <i>E. coli</i> Sampling)		
Project Date:	2020 - 2021	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (<i>E. coli</i> Testing)
CEC Personnel Involved:	Lindsay Wilson-Kokes, Christine Guy-Baker, Jedidiah Scott		
Principal Client Contact:	Gary Lide, Director of Engineering (615) 287-8703 Alexandra Thompson, Stormwater Coordinator (615) 287-8658		
History:	CEC was tasked with performing visual stream assessments on the City's approximately 17 miles of streams. <i>E. coli</i> and benthic macroinvertebrate sampling were also performed at 8 locations. The City's Stormwater Coordinator elected to accompany CEC personnel during visual stream assessments, which lead to the development of a City-sponsored stream cleanup that targets areas that were identified during the stream surveys. CEC has also provided additional services to the City including stormwater ordinance revisions and hydrologic and hydraulic modeling of the watersheds within the City of La Vergne.		



Identify	
Identify from:	Top-most layer
MS4_OUTFALL	STORMWATER
Location:	-86.582698 35.021621 Decimal Degrees
Attachments (1)	
Field	Value
OBJECTID	17
SHAPE	Point
TYPE OF OUTFALL	STORMWATER
OTHER OUTFALL TYPE	(null)
TYPE OF PIPE	CONCRETE PIPE
OTHER PIPE TYPE	Rip rap, severe erosion on bank
LOCATION (FACING DOWNSTREAM)	RIGHT BANK
OTHER LOCATION NOTE	(null)
PIPE DIAMETER (INCHES)	12
CHANNEL WIDTH (FT)	4
EVIDENCE OF DISCHARGE	NO
DISCHARGE COLOR	NONE
OTHER DISCHARGE COLOR	(null)
ODOR	NONE
OTHER ODOR	(null)
SEVERITY	1
CORRECTABILITY	2
ACCESS	1
SCORE	4
created_user	lawn/Water
created_date	11/2/2020 9:28:27 PM
last_added_user	LVILSONKOKES
last_edited_date	12/9/2020 4:55:41 PM
GlobalID	(DOA)B355-D883-4B2D-AF14-79F640D9243F
Identified 1 feature	

1.5 City of Belle Meade, Tennessee (MS4 Permit # TNS075159)

Scope of work:	Storm Sewer System Input Mapping & Stream Monitoring Field Data Collection (Visual Stream Assessment, Benthic Macroinvertebrate Sampling, <i>E. coli</i> Sampling)		
Date:	2004 - Present	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (<i>E. coli</i> testing)
CEC Personnel Involved:	Lindsay Wilson-Kokes, Steve Casey, Cole Liggett, Casey Hertwig		
Principal Client Contact:	Jennifer Moody, City Manager Nathan McVay, Public Works Director (615) 297-6041		
History:	CEC began working with the City in 2004 and continues currently. CEC has provided the City with Stream Monitoring Field Data Collection (analytical and non-analytical) and Stormwater Infrastructure Input & Outfall Mapping. CEC also provides services to the City such as functioning as the City Stormwater Engineer, Construction and Permanent Stormwater Plans Reviews, Stormwater Infrastructure Design, Construction Plan Development, and Construction Oversight, Identifying stormwater infrastructure needs for future CIPs, stormwater ordinance revisions, and performing Dry Weather Outfall Screening for Suspected Illicit Discharges.		



1.6 City of Mt. Juliet, Tennessee (MS4 Permit # TNS075451)

Scope of work:	Storm Sewer System Input Mapping & Stream Monitoring Field Data Collection (Visual Stream Assessment, Benthic Macroinvertebrate Sampling, and <i>E. coli</i> sampling)		
Project Date:	2013 - Present	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (<i>E. coli</i> Testing)
CEC Personnel Involved:	Lindsay Wilson-Kokes, Jeff Shaver, Cole Liggett, Christine Guy-Baker		
Principal Client Contact:	Adam Meadors, Stormwater Coordinator (615) 773-7957		
History:	CEC began working with the City in 2013. Work has included developing a GIS stormwater asset management system, general MS4 compliance assistance, monitoring plan development, and stream monitoring.		

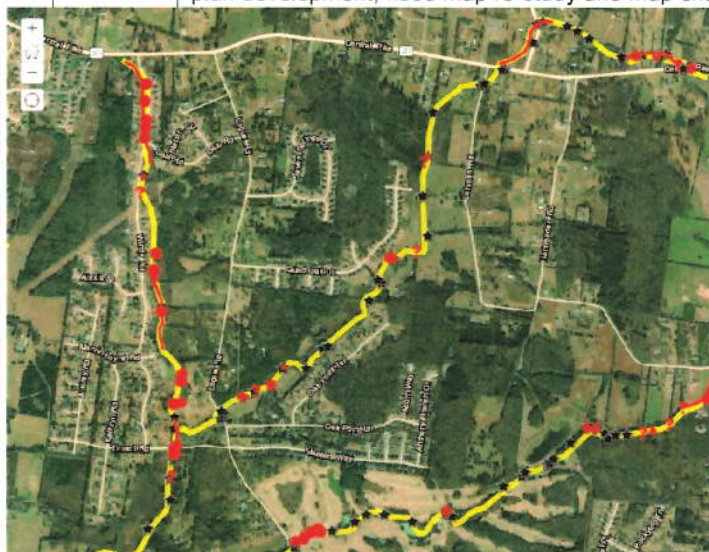


"City of Mt. Juliet has successfully contracted services with Civil and Environmental Consultants, Inc. for the past two years. CEC has been instrumental in data collection of existing storm structures and BMPs on time and below budget. Additionally, CEC has provided wonderful training to our planning commission and board of commissioners regarding Phase 2 MS4 permit, clean air and water act, and state permitting. We plan to utilize CEC in the future for ordinance review, analytical, and non-analytical monitoring. CEC used extensive knowledge in assisting the City of Mt. Juliet preparing our NOI for our most current phase 2 permit. All CEC staff have been friendly, professional, and well prepared to assist the city in any capacity we have needed to date. I would recommend the services provided by CEC to any MS4 or municipality without hesitation."

— Adam Meadors, Stormwater Coordinator
City of Mt. Juliet

1.7 Wilson County, Tennessee (MS4 Permit # TNS075809)

Scope of work:	Storm Sewer System Input Mapping & Stream Monitoring Field Data Collection (Visual Stream Assessment (VSA), Benthic Macroinvertebrate Sampling, <i>E. coli</i> Sampling)		
Project Date:	2017-Present	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (<i>E. coli</i> Testing)
CEC Personnel Involved:	Lindsay Wilson-Kokes, Jedidiah Scott, Chris Cato-Ellis, Stuart Miller		
Principal Client Contact:	James Vaden, County Stormwater Director (615) 443-2120		
History:	CEC began working with the City in 2017. Work has included developing a GIS stormwater asset management system, developed an alternate monitoring plan that was accepted by TDEC, VSA, benthic and <i>E. coli</i> sampling, corrective action plan development, flood map re-study and map change request.		



1.8 Sumner County, Tennessee (MS4 Permit # TNS075680)

Scope of work:	Storm Sewer System Input Mapping & Stream Monitoring Field Data Collection (Visual Stream Assessment (VSA), Benthic Macroinvertebrate Sampling, <i>E. coli</i> Sampling)		
Date:	2018 - Present	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (<i>E. coli</i> testing)
CEC Personnel Involved:	Janette Wolf, Steve Casey, Jacob Mabrey, Lindsay Wilson-Kokes		
Principal Client Contact:	Joe Philips, Stormwater Manager (615) 451-6097		
History:	CEC began working with the City in 2018 and continues currently. Work has included developing a GIS stormwater asset management system, site plan review services, ordinance review, stream monitoring (VSA, <i>E. coli</i> sampling, benthic macroinvertebrate sampling), input and outfall mapping, and internal program audits.		

"CEC has consistently performed at or above our expectations in terms of delivery of the work outcomes called for in our contract, and has done so with exceptional flexibility and customer focus. To my knowledge, there has not been an instance in which CEC has failed to deliver upon a request we have made of them, and they are always available to answer questions of general and technical nature. It is without reservation that I provide our strongest recommendation to this firm."

— Josh Suddath
Director, Planning and Stormwater Department
Sumner County



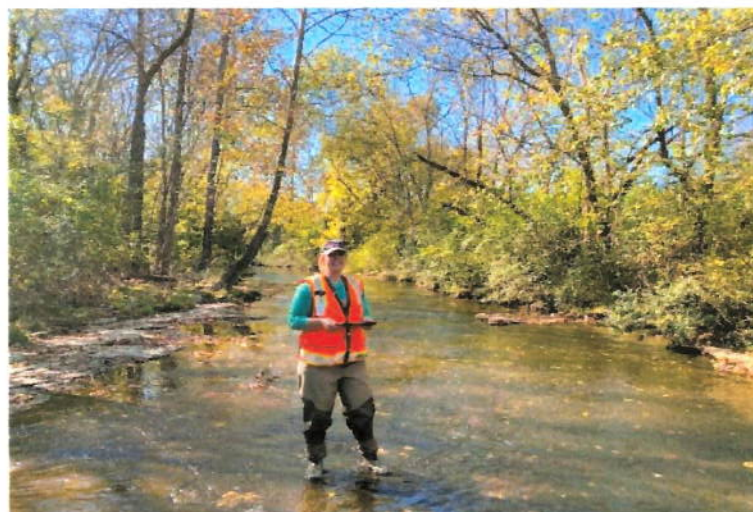
1.9 City of Brentwood, Tennessee (MS4 Permit # TNS075175)

Scope of work:	Stream Monitoring Field Data Collection (Visual Stream Assessment (VSA), Benthic Macroinvertebrate Sampling, <i>E. coli</i> Sampling)		
Project Date:	2011 - Present	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (<i>E. coli</i> testing)
CEC Personnel Involved:	Lindsay Wilson-Kokes, Will Methvin, Jedidiah Scott, Chris Cato-Ellis, Stuart Miller		
Principal Client Contact:	Darek Baskin, Director of Engineering (615) 371-0080 Kevin Blackburn, City Engineer (615) 371-0080		



1.10 City of Gallatin, Tennessee (MS4 Permit # TNS077534)

Scope of work:	Stream Monitoring Field Data Collection (Visual Stream Assessment (VSA), Outfall Mapping and Input Mapping)		
Project Date:	2020 - 2023	Engagement Partners:	None (all work performed in-house)
CEC Personnel Involved:	Lindsay Wilson-Kokes and Jedidiah Scott		
Principal Client Contact:	Lance Wagner, Stormwater Utility Manager (615) 451-5965 Kourtney Hopkins, Stormwater Coordinator (615) 451-5965		



2.0 Experience Completing Evaluation of Stormwater Monitoring Data

2.1 Geographic Information Systems (GIS) Expertise

CEC's team has a dedicated group of certified GIS, technology and spatial analysis professionals with extensive experience using GIS and related technology to resolve client needs, organize and manage data, integrate data from multiple sources and stakeholders, perform data analysis and identify workflow improvement opportunities. GIS data management is a proven way to present and demonstrate permit compliance to TDEC.

Field-to-Office Data Integration

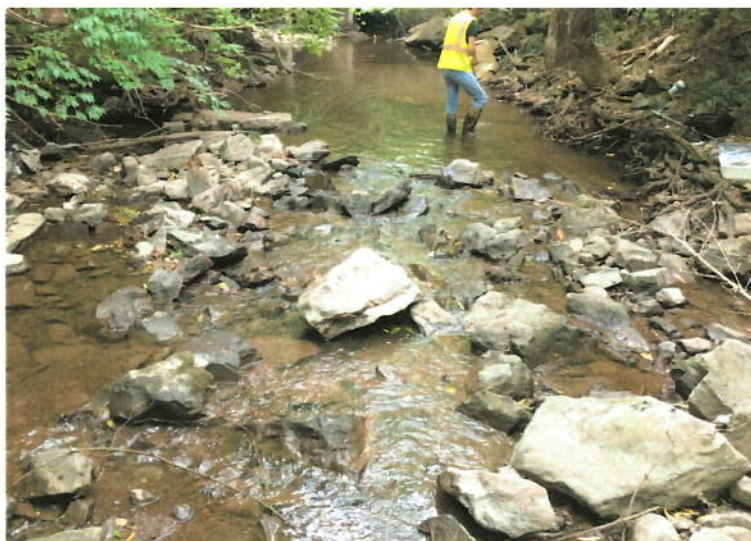
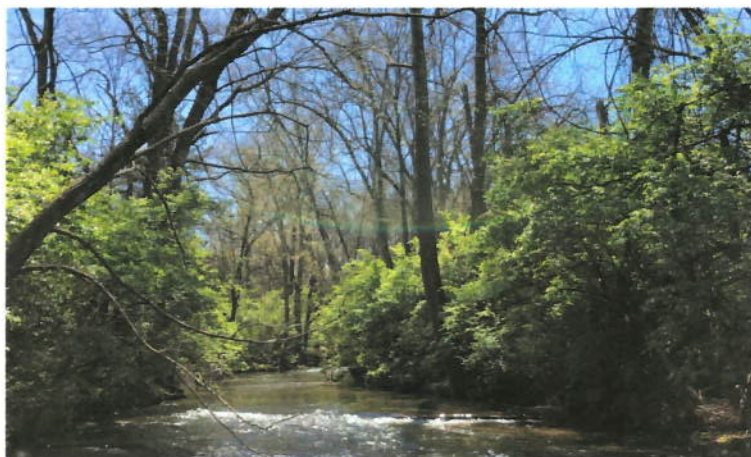
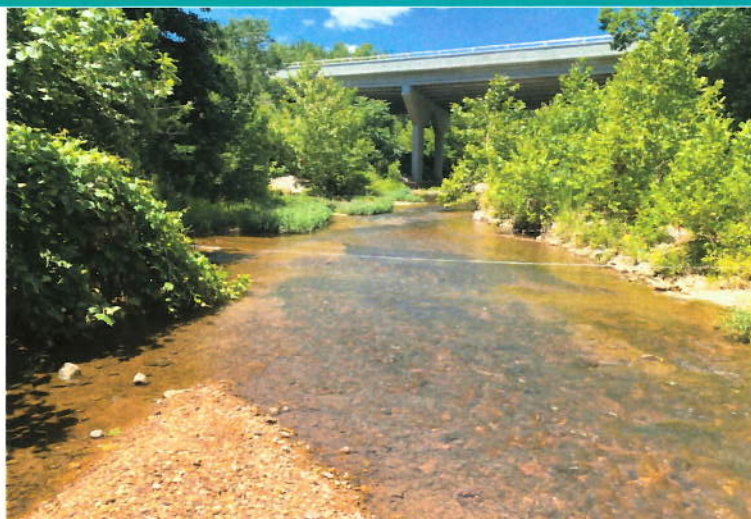
CEC field and office staff interact seamlessly to assure survey data is checked for accuracy and delivered to the project team in a timely fashion. CEC will establish a custom data dictionary in coordination with the City to ensure the desired information is collected. CEC's server is backed-up nightly to protect against data loss or corruption.

Customized database development and maintenance services

Our team develops web and mobile-based data viewers and electronic document management portals for client use. These applications store GIS mapping with field survey data in a customized database. We employ handheld Trimble GPS units and ESRI ArcGIS products, including desktop and web-based solutions, in conjunction with SQL and Oracle Spatial database technology and other web development tools.

2.2 Data Quality Review and Analysis

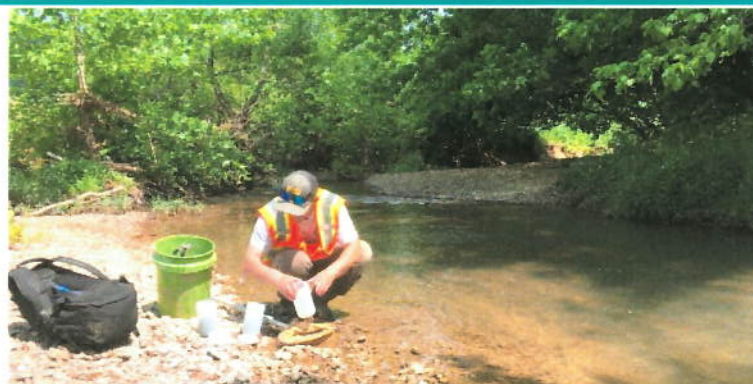
CEC's GIS professionals review every field-collected GIS data point for quality and accuracy of information. Following the QA/QC review, the GIS data is numerically ranked by severity, correctability, and accessibility. This information is then used to generate a report for the City which helps the City prioritize maintenance items and identifies potential Capital Improvements projects. Additionally, the CEC-collected GIS data can be incorporated into the City's existing GIS database for future use. The key to any GIS inventory is regular updating and maintenance of the database, for which CEC has extensive experience and expertise.



3.0 Project Organization

CEC's wide range of professional disciplines and qualified personnel enable us to meet the range of services required by this RFQ. CEC is ready to serve as an extension of the City. Janette Wolf will serve as Principal-in-Charge and project Quality Manager as well as providing project assistance, as needed. Ms. Wolf will be supported by Christine Guy-Baker, the Project Manager, and primary point of contact for the City. Lindsay Wilson-Kokes will serve as the fieldwork leader, secondary point of contact for the City, and coordinator, including GIS data quality control and quality assurance, and project planning. Ms. Wolf will provide quality control and be responsible for the overall success of the project. These project leaders will be supported by the key personnel identified in the organization chart provided in this section.

3.1 Organization Chart



3.2 Sub-Consultants

CEC is not proposing the use of sub-consultants. CEC does propose the use of Pace Analytical, located in Mt. Juliet, TN for the *E. coli* testing of collected samples and Pennington & Associates, Inc. located in Cookeville, TN for taxonomic classification of collected Macroinvertebrate samples.

3.3 Key Personnel Summaries

Janette L. Wolf, P.E., CPESC, CPSWQ
Principal-in-Charge, Quality Manager, and Corporate Public Sector Market Lead
18 YEARS OF EXPERIENCE
REGISTRATIONS | Professional Engineer | TN 00113590

Janette is a Stormwater Compliance Specialist and Experienced Trainer with a primary focus in the public sector market. Her areas of interest include NPDES permit compliance, stormwater management, stormwater sampling, water quality permitting, and erosion and sediment control. She earned her B.S. degree in Biological Systems Engineering from Virginia Tech and joined CEC in 2006. She is a P.E. in Civil Engineering and maintains CPESC, CPSWQ and CESSWI certifications.

Christine L. Guy-Baker, P.E., CFM
Project Manager
7 YEARS OF EXPERIENCE
REGISTRATIONS | Professional Engineer | TN 124835, KY 36265, NC 056287

Christine earned her B.S. and M.S. in Civil Engineering from Tennessee Technological University. She is a Water Resources Engineer with a primary focus in the public sector market. Her areas of interest include hydrologic and hydraulic modeling, stormwater management, watershed planning, hydraulic design of bridges and culverts, water quality design, feasibility studies, site development, site plan reviews, MS4 compliance, stormwater pollution prevention plan (SWPPP) development, and regulatory permitting. She is a P.E. in Civil Engineering and maintains a CFM certification.

Lindsay M. Wilson-Kokes

Field Team Leader and Coordinator

10 YEARS OF EXPERIENCE

Lindsay Wilson-Kokes earned her B.S. degree in Biology from the University of Tennessee at Chattanooga and M.S. degree in Soil Science from West Virginia University. Ms. Wilson-Kokes currently works with the Water Resources practice group as an environmental scientist. Her focus areas are NPDES MS4 permit compliance, including visual stream assessment surveys, *E. coli* sampling, storm sewer system and outfall mapping, and MS4 data collection and management; and Environmental Boundaries surveys and hydrologic determinations. Ms. Wilson-Kokes also has experience with NPDES Stormwater Construction permit compliance, soil sampling and testing, vegetation studies, and groundwater and sampling and monitoring.

Tim J. Nehus

Ecology Quality Manager

37 YEARS OF EXPERIENCE

Mr. Nehus has more than 35 years of experience as an ecologist on a multitude of environmental projects. He has extensive experience as a team member, contract manager, and contract administrator on numerous departments of transportation contracts. His technical experience includes regulatory compliance and permitting requirements of Section 404/401 of the Clean Water Act. Mr. Nehus has coordinated with state and federal regulatory agencies on a multitude of linear transportation projects and real estate developments. His areas of expertise include ecological field surveys (benthic macroinvertebrates, freshwater mussels, and fish), wetlands delineation, and critical habitat surveys for state and federally listed species. He has extensive experience in the taxonomy and systematics of aquatic invertebrates, freshwater mussels and fish used in training, and supervising other biologists and lab technicians.

Christopher M. Cato-Ellis

Staff Scientist

6 YEARS OF EXPERIENCE

Mr. Cato-Ellis earned his B.A. degree in Sociology with a Minor in Environmental Studies and Sustainability from Western Kentucky University. Currently, he works with the Water Resources practice group as an environmental scientist. His focus areas are MS4 permit compliance, including Visual Stream Assessment (VSA) surveys, *E. coli* sampling, and storm sewer system and outfall mapping. Additionally, Mr. Cato-Ellis performs NPDES Stormwater Construction permit compliance inspections, including Erosion Prevention and Sediment Control (EPSC) inspections and Construction and Engineering Inspection (CEI) services. Mr. Cato-Ellis also has experience with invasive plant species control and studies, water treatment facility filter rehabilitation work, as well as groundwater sampling and monitoring.

Stuart K. Miller

Staff Scientist

7 YEARS OF EXPERIENCE

Mr. Miller has 7 years of experience as an environmental scientist and is an essential field lead. He earned his B.S. degree in Environmental Sciences from the University of Tennessee at Chattanooga. His tasks focus on the collection of high-quality GIS data for visual stream assessments, *E. coli* sampling, input mapping stormwater systems, groundwater sampling, and SPCC/SWPPP inspections. Mr. Miller also has experience with soil sampling, endangered species investigations and relocation, and Phase I environmental site assessments and reporting.

Jonah K. Powell

Staff Scientist

3 YEARS OF EXPERIENCE

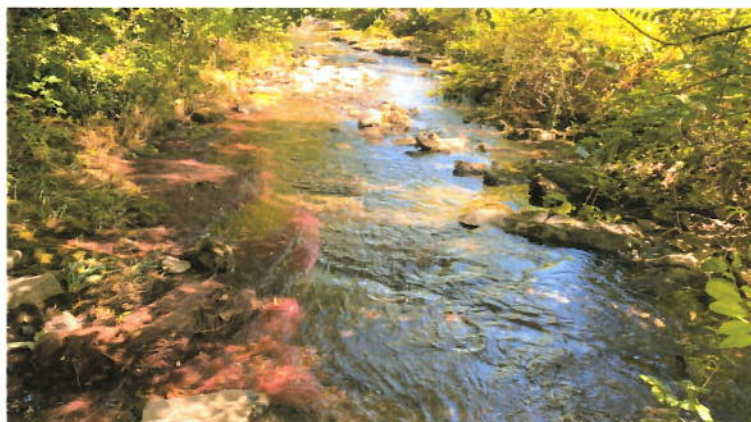
Jonah Powell earned his B.S. degree in Wildlife and Fisheries Science from Tennessee Technological University. Following graduation, he began work with CEC in January of 2024. Mr. Powell currently works with the Water Resources group as a Staff Scientist in the Nashville office.

Jedidiah F. Scott

Project Scientist

6 YEARS OF EXPERIENCE

Mr. Scott has 6 years of experience with field interpretation conducting natural resources surveys for clients, effectively helping them to complete environmental due diligence required for property acquisition and development. His tasks focus on the collection of high-quality data for stream determinations, wetland delineations and assessments, benthic macroinvertebrate survey, TN stream Quantification Assessments, endangered species habitat assessments, input mapping stormwater systems, Phase I and Phase II environmental site assessments. Mr. Scott samples various matrixes for Phase II Site investigations including surface soil, soil vapor, subsurface soil, surface water, groundwater and liquid sampling in drums.



4.0 Technical Approach

Section 4.6.1.1 of the MS4 Phase II Permit states that "Permittees shall develop and implement a monitoring and assessment program that provides data and information to identify pollutant sources and aids in determining the effectiveness of the stormwater management program." The following describes CEC's technical approach and plan of action for each specific service, including both non-analytical monitoring (visual stream assessment) and analytical monitoring (benthic macroinvertebrate sampling and bacteriological stream sampling/*E. coli* sampling). GIS data collected during the Visual Stream Assessment surveys will be reviewed for quality and consistency prior to generating a comprehensive report. Laboratory data reports from the *E. coli* sampling and the benthic sampling will be reviewed and interpreted prior to delivering the final reports.

4.1 Analytical & Non-Analytical Monitoring

Table 2 identifies the type of monitoring required for each of the waters with unavailable parameters of concern (formerly impaired) per Section 4.6.1.1.1 of the MS4 Phase II Permit. Additionally, please refer to Figure 1 in Section 5.

Table 2

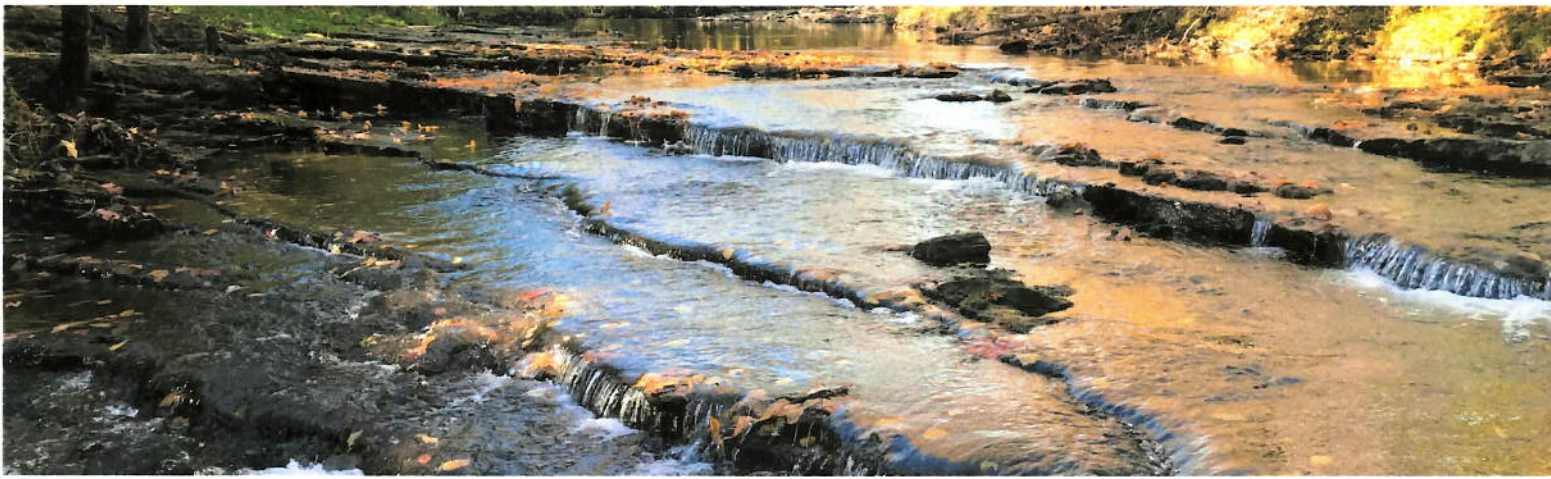
Waterbody Name	Impairment*	Waterbody I.D. #	Estimated Mileage Within City Limits	VSA	Benthic	E. Coli
Finch Branch	E	TN05130203003T_0200	4.85	X	N/A	X
Hurricane Creek	SS, E, N	TN05130203036_1000	4.80	X	X	X
Rock Springs Branch	SS	TN05130203010_0310	1.05	X	X	N/A
West Branch Hurricane Creek	SS, N	TN05130203036_0200	0.85	X	X	N/A

* SS = Sedimentation/Siltation; E = Escherichia coli; N = Nutrients

Visual Stream Assessment/Non-Analytical Monitoring Services

CEC proposes to perform visual stream assessment (VSA) surveys for the listed streams using the Maryland Department of Natural Resources' Stream Corridor Assessment Survey (2001). This protocol is acceptable and referenced in the MS4 Phase II Permit. For safety purposes, a team of two CEC field personnel will collect information for each visual survey location. The field data will then be compiled and summarized to develop a map showing the visual survey locations. The field data collection will require CEC personnel to access the listed streams at multiple locations. If CEC encounters conditions that do not permit field crews to access a portion of a stream (i.e., "no trespassing" signs, property owner asking field crews to leave the property, etc.), CEC will document the location and the nature of the conditions and leave the property. CEC will report the occurrence to the City. CEC and the City will then determine what action(s) are needed and appropriate to complete the assessment.

It is imperative that the City distinguish between MS4 and privately owned outfalls, and CEC will support this effort while performing the VSA work. CEC will also screen the MS4 outfalls observed during the VSA work for dry weather flows (illicit discharge detection). Should dry weather flows be found, CEC will notify the City. Sampling of dry weather flow would be an added service CEC could provide if requested by the City. **Additionally, if CEC's field team observes a condition that would be of an elevated concern to the City, then the field team will notify the project manager immediately to facilitate the communication with the City.**



The MS4 Phase II Permit states: "At a minimum, a visual stream survey must be performed immediately upstream and downstream of each MS4 outfall that discharges into that stream segment"; however, walking the streams is a more efficient and effective way to perform a visual stream assessment in CEC's experience. A more comprehensive understanding of stream and riparian buffer conditions is achieved that may have been missed if the VSA work had focused only on the MS4 outfalls. Performing VSA will aid in confirming known outfalls and may also result in identification of new outfalls (or elimination of non-MS4 outfalls from monitoring) along those stream segments.

CEC's digital data collection methods for visual stream assessment allows for easily retrievable data that can be viewed or used for future comparison to track trends which can be used to support answering questions about the effectiveness of an MS4 stormwater management program and support compliance with the permit.

Deliverable: Geospatial data of the visual stream assessment (including photos), a comprehensive report of findings and a map showing the data points

Benthic Macroinvertebrate Sampling

CEC will perform benthic macroinvertebrate sampling for the listed streams in Table 2. CEC's approach to performing the benthic macroinvertebrate surveys will follow TDEC's Quality System Standard Operating Procedure for Macroinvertebrate Surveys, December 2021. The macroinvertebrate samples will be collected using the semi-quantitative single habitat (SQSH) method as described in the 2021 TDEC SOP. Depending on field conditions and available habitat, the field sampling procedure will be further defined as a semi-quantitative single habitat kick (SQKICK) or a modified SQKICK.

Field collection efforts at each station will include completion of the appropriate high gradient habitat assessment forms for Tennessee streams. Routine in-situ water quality parameters will be recorded at each station and will include water temperature, dissolved oxygen, pH, conductivity, and stream flow. CEC will rely on stream gauges for stream flow in larger streams, if necessary. The macroinvertebrate samples will be preserved upon collection and transferred to the laboratory for processing and enumeration. CEC utilizes the laboratory services of Pennington & Associates, Inc. The report will include the list of metrics required by the TDEC SOP.

Deliverable: Summary letter report and benthic macroinvertebrate sampling data sheets (SQSH worksheets)

E. Coli Sampling

CEC will perform *E. coli* sampling using the methods described in TDEC's Quality System Standard Operating Procedure for Chemical and Bacteriological Sampling of Surface Water, Revised January 2022. CEC proposes to perform the required sampling for *E. coli* on the two stream segments listed as Not Supporting with *E. coli* as the cause: Finch Branch and Hurricane Creek. CEC will also estimate the flow, gather field parameters (pH, temperature, dissolved oxygen and specific conductivity) and the latitude and longitude at each sample location.

The *E. coli* sampling will include collecting five samples within a 30-day period in order to determine a geometric mean, referenced in the RFQ. The samples will be collected at least 24 hours apart and between March and November. It is essential that all five sampling events yield *E. coli* results that are not above the detection limit of the test per the TDEC SOP. Therefore, CEC will take two samples at each sample location for the first sampling event in order to have the lab run two tests (no dilution and 1:100 dilution). CEC will use the results of this first sampling event to dictate the dilution for future sampling events.

Deliverable: Summary Letter, E. coli sampling results (including calculation of the geometric mean based on five results at each location), field parameter results, and flow measurements in tabular format

4.2 Excludes Services

CEC reviewed the TDEC Dataviewer on April 4, 2024 and utilizing GIS geoprocessing tools, determined that the stream mileage for each stream segment receiving Visual Stream Assessment survey is as follows: Hurricane Creek (4.80 mi); West Branch Hurricane Creek (0.85 mi); Finch Branch (4.85 mi); and Rock Springs Branch (1.05 mi). See Figure 1. The stream mileage references in the RFQ would include segments of the above referenced streams that are outside of the City's MS4 limits.

5.0 Miscellaneous Items

5.1 Task Management and Considerations

The services will be divided into three tasks: Visual Stream Assessment, Benthic Macroinvertebrate Sampling and *E. coli* Sampling.

There are approximately 11.55 total miles of streams within the City's jurisdiction which will require visual stream assessment (non-analytical monitoring). It has been CEC's experience that walking the streams is more effective and efficient in documenting conditions and identifying outfalls as opposed to targeted monitoring immediately upstream and downstream of each MS4 outfall. Therefore, CEC's approach and estimation of probable costs will include walking the required stream segments which will meet the requirements of the permit and the scope of work as described in the RFQ.

Budget Assumptions

- Estimated costs will be based on 2024 rates.
- CEC plans to use a two-person team of CEC personnel for accuracy, safety, and due to the limited timeframe to perform fieldwork.
- Stream conditions will be conducive for benthic macroinvertebrate sampling. CEC will check weather forecasts and communicate with City staff to try to avoid arriving during adverse flow conditions. One field day is assumed to sample three sites.
- A Technology and Office Service Fee, equivalent of 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses.
- Costs associated with other general permit compliance requirements outside of the tasks that are discussed above are not included. Should the City require additional services outside of what is proposed herein, CEC will prepare a separate scope of work and associated cost information.

5.2 Closing Statement

The Stormwater Monitoring requirement of the Phase II MS4 Permit provides a unique opportunity for local governments to assess their stormwater management program's successes over time and identify areas for improvement. Additionally, it provides opportunities to detect dry-weather illicit discharges during visual stream assessment surveys as well as identifying potential Capital Improvements Projects. CEC is ready to assist the City of La Vergne with this exciting effort and appreciates the opportunity to submit this response to the RFQ.

5.3 Client References

"Since entering into a contract with CEC they have performed the work outlined in a professional and timely manner and we have been happy with their work. CEC has been an extremely important part of our goal of compliance with GIS mapping as required through our MS4 Permit."

*Jeff McCormick | Director of Public Services
City of Goodlettsville*

"CEC has been instrumental in data collection of existing storm structures and BMPs on time and below budget."

*Adam Meadors | Stormwater Coordinator
City of Mt. Juliet*

"Our stormwater department has found this company to be honest, reputable and reliable."

*James Vaden | Stormwater Coordinator
Wilson County*

"CEC has consistently performed at or above our expectations in terms of delivery of the work outcomes called for in our contract, and has done so with exceptional flexibility and customer focus....It is without reservation that I provide our strongest recommendation to this firm."

*Josh Suddath | Director, Sumner County Planning and
Stormwater Department
Sumner County*

"CEC consistently provides quality and value to the City and has become a trusted partner. The knowledge and experience that CEC brings to a client is invaluable. In my opinion, CEC is one of the leading consulting firms in our area in Civil Engineering, especially in the areas of Stormwater and Environmental Engineering."

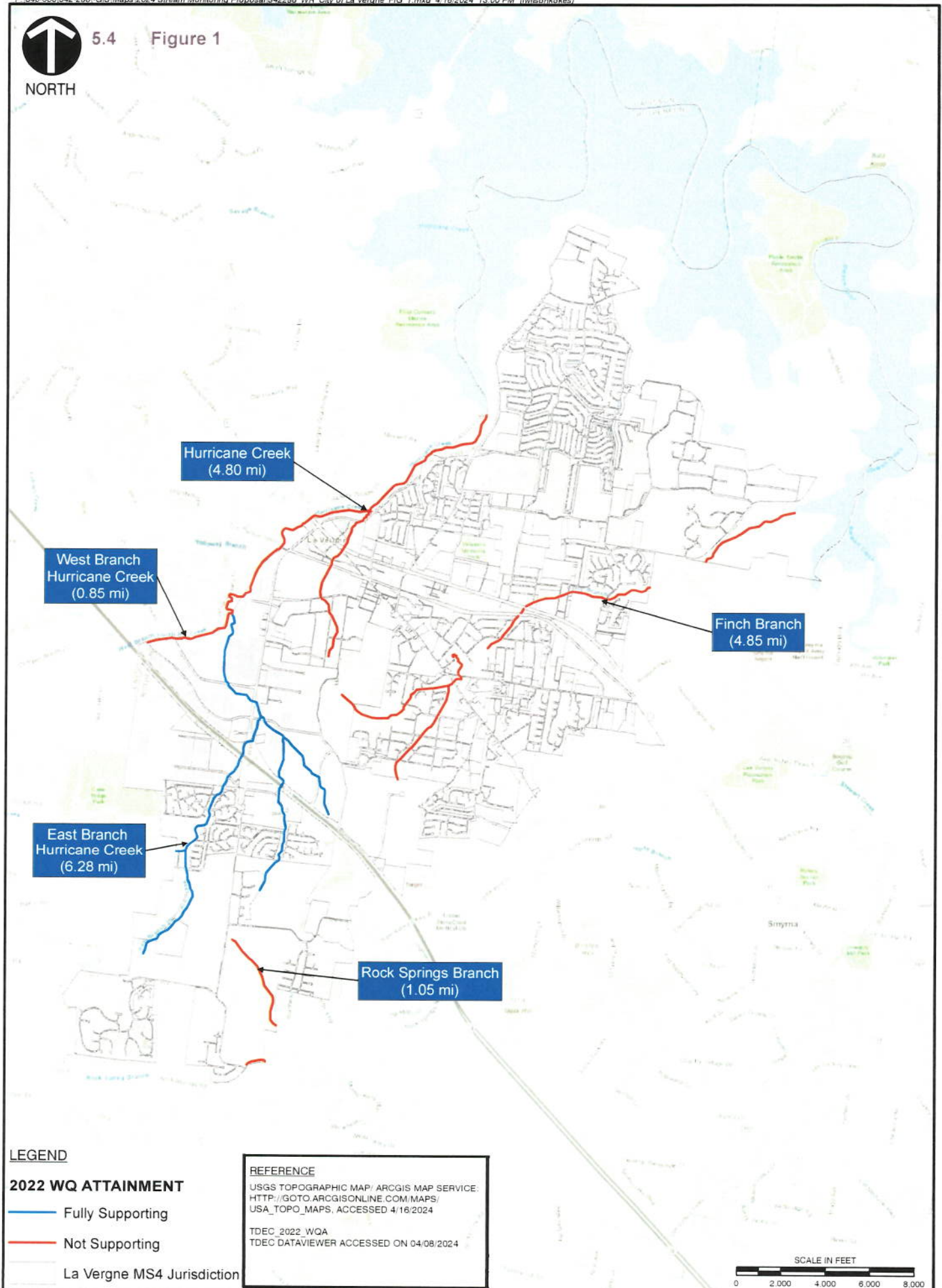
*Paul Holzen | Director of Engineering
City of Franklin*

"CEC is always willing to listen to Lyle Patterson, Building Official, and my comments and weigh them with his own. He always gets back to us in a timely manner."

*Larry J. Smith (RETIRED) | Public Works Director
City of Belle Meade*



5.4 Figure 1



City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

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 "Analytical & Non-analytical Stream Monitoring, City of La Vergne, Rutherford County, Tennessee, CEC Project 342-286".

Section 2 - Compensation

2.01 Not to Exceed

The total contract amount shall not exceed Forty-five Thousand Dollars and No Cents (\$45,000.00).

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on a time and materials fee basis per the 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 Board of Mayor and Aldermen.
- 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 within two weeks of execution of this contract
- B. The Contract duration is for 572 calendar days with an anticipated date of completion of 31 December 2025.
- 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 is 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.
- B. 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 thirty (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 Consultant's 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 of La Vergne Stormwater Coordinator.
- 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 Consultant's 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

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

8.03- Coverage of the City

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

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 fourteen (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

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

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

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

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

13.01- Force Majeure

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

14.01- 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
- B. In the event of a discrepancy between this agreement and the exhibits or appendices attached hereto, then the agreement shall govern

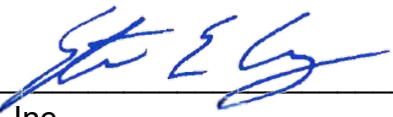
14.02- Amendment

- 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
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified is clearly called out with the full narrative of the portion being modified provided with both the existing and proposed wording

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



CEC, Inc.

By: Steven Casey
Vice President

EXHIBIT A

SCOPE OF SERVICES

May 13, 2024

Alex Thompson
Stormwater Coordinator
City of La Vergne
5175 Murfreesboro Rd.
La Vergne, TN 37086

Delivered via electronic mail to: athompson@laveragnetn.gov

Dear Mrs. Thompson:

Subject: Proposal for Professional Services
 Analytical & Non-analytical Stream Monitoring
 City of La Vergne, Rutherford County, Tennessee
 CEC Project 342-286

1.0 INTRODUCTION & BACKGROUND

The Tennessee Department of Environment and Conservation (TDEC) requires coverage for stormwater discharges from certain small municipal separate storm sewer systems (MS4s) under the Phase II NPDES permit - TNS000000 (Permit). The City of La Vergne (City) obtained coverage under the current Permit on September 16, 2022 (TNS075418). The current Permit requires the City to monitor streams identified by TDEC as waters with unavailable parameters for siltation, nutrients, and/or pathogens within the five-year permit cycle (permit expires August 31, 2027). Civil & Environmental Consultants, Inc. (CEC) understands that the City desires to have analytical and non-analytical stream monitoring performed prior to June 30, 2025. CEC is pleased to provide this proposal to assist in performing stream monitoring as required by the Permit.

2.0 SCOPE OF SERVICES

Appendix A lists stream segments identified by TDEC as Waters with Unavailable Parameters for siltation/sedimentation, nutrients, and/or pathogens and their respective monitoring requirements within the City of La Vergne (based on the TDEC online dataviewer accessed May 2024).

CEC proposes the following stream monitoring plan of action and tentative schedule:

2.1 Task 0001 – Visual Stream Assessment (VSA) Survey

The field data collection for Tasks 0001 will require CEC personnel to access the listed streams at multiple locations to perform the monitoring. CEC will coordinate with the City on the dates for performing the monitoring. If CEC encounters conditions that do not permit field crews to assess a portion of a stream (i.e., “no trespassing” signs, property owner asking field crews to leave the property, livestock fencing across a creek, etc.), CEC will document the location and the nature of the conditions and will not attempt to access the property. CEC will also report the occurrence to the City, preferably the same day as the occurrence, but no later than two (2) business days following the occurrence. CEC and the City will then determine what action(s) are appropriate for the specific property(ies) identified.

CEC proposes to perform visual stream assessment surveys for the listed streams using the Maryland Department of Natural Resources’ *Stream Corridor Assessment Survey* (2001). Additionally, CEC will perform dry-weather outfall screening on the City’s MS4 outfalls that are readily visible during VSA to observe for potential illicit discharges. Sampling of dry weather flow would be an added service CEC could provide, if requested by the City. Additionally, if CEC’s field team observes a condition that CEC determines to be of an immediate concern, then the field team will notify the City immediately. The approximate length for each stream is noted in Table 1 below. For safety purposes, a team of two CEC field personnel will complete data sheets, collect photos, and GPS data for each visual survey location. The field data will then be compiled and summarized to develop a summary map showing the visual survey locations.

Table 1. Stream milage within the City’s MS4 Jurisdiction.

Waterbody Name	Stream Miles
Finch Branch	4.85
Hurricane Creek	4.80
Rock Springs Branch	1.05
West Branch Hurricane Creek	0.85
Grand Total	11.55

Deliverable: Geodatabase containing the visual stream assessment information (including photos), a summary report of select findings, and a map showing the data points.

2.2 Task 0002 – *E. coli* Sampling

E. coli sampling will follow the methods described in TDEC's *Quality System Standard Operating Procedure for Chemical and Bacteriological Sampling of Surface Water*, Revised January 2022. CEC proposes to perform the required sampling for *E. coli* on the two streams listed as Waters with Unavailable Parameter for *E. coli* within the MS4 boundary: Hurricane Creek and Finch Branch. CEC plans to perform the *E. coli* sampling in Fall 2024. CEC will also estimate flow, gather field parameters (pH, temperature, dissolved oxygen, and specific conductivity), and the latitude and longitude at each sample location.

The *E. coli* sampling will include collecting five samples within a 30-day period in order to determine a geometric mean. The samples will be collected at least 24 hours apart and between March and November. It is essential that all five sampling events yield *E. coli* results that are not above the detection limit of the test per the TDEC SOP. Therefore, CEC will take up to two samples at each sample location for the first sampling event in order to have the lab run three tests (no dilution and 1:100 dilution). CEC will utilize the results of this first sampling event to dictate the dilution for future sampling events.

Deliverable: Summary Letter, *E. coli* sampling results, field parameter results, and flow measurements in tabular format.

2.3 Task 0003 – Benthic Macroinvertebrate Sampling

CEC will perform benthic macroinvertebrate sampling for Hurricane Creek, Rock Springs Branch, and West Branch Hurricane Creek. CEC's approach to performing and completing the benthic macroinvertebrate surveys will follow TDEC's *Quality System Standard Operating Procedure for Macroinvertebrate Surveys*, Revised December 2021. The macroinvertebrate samples will be collected using the semi-quantitative single habitat (SQSH) method as described in the 2021 TDEC SOP. Depending on field conditions and available habitat, the field sampling procedure will be further defined with a semi-quantitative single habitat kick (SQKICK) or semi-quantitative single habitat bank (SQBANK) sampling procedure and for smaller streams a Modified SQKICK procedure will be used.

Field collection efforts at each station will include completion of the habitat assessment forms for Middle Tennessee streams. Routine water quality parameters will be recorded at each station which shall include water temperature, dissolved oxygen, pH, conductivity, and stream flow. The macroinvertebrate samples will be preserved upon collection and transferred to the laboratory for processing and enumeration. The report of results will include the list of metrics as required by the

TDEC SOP. A summary letter report and sampling results will be provided for the required stream segments that include field and lab data sheets.

Deliverable: Summary letter report and benthic macroinvertebrate sampling data sheets (SQSH worksheets).

3.0 SCHEDULE

CEC proposes to complete the tasks outlined in the scope of services as outlined below:

Table 2. Proposed Stream Monitoring Schedule.

Task Number	Tentative Schedule
0001 VSA Survey	Fall/Winter 2024/2025
0002 <i>E. coli</i> Sampling	Fall 2024
0003 Benthic Macroinvertebrate Sampling	Spring 2025

4.0 ESTIMATED COST

CEC proposes to complete the tasks outlined in Table 3 for the following estimated costs. The estimated cost for each task number includes CEC's Technology and Office Service Fee (3% of professional fees) for expenses associated with software, computer technology, and incidental office expenses.

Table 3. Proposed Stream Monitoring Estimated Cost by Task Number.

Task Number	Estimated Cost*
0001 VSA Survey	\$18,925
0002 <i>E. coli</i> Sampling	\$9,600
0003 Benthic Macroinvertebrate Sampling	\$16,475
Grand Total	\$45,000

** 2024 rates will apply though June 30, 2025.*

CEC will invoice the project on a time and materials basis in accordance with the rates indicated on the attached fee schedule. If additional project work beyond the scope of this proposal are required, CEC will obtain approval from the City prior to performing any work. Any additional work, once approved by the City, will be billed according to the most recent fee schedule.

The issuance of a purchase order or written authorization to proceed will form a binding contract and indicates your acceptance of our proposed scope and estimated cost. The proposed services will be performed under CEC's 2024 Professional Services Agreement with the City.

5.0 CLOSING

CEC appreciates the opportunity to provide the City with this proposal for the stream monitoring. Please call us at 615-333-7797 or email cguybaker@cecinc.com should you have any questions regarding this proposal.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Christine Guy-Baker, P.E., CFM
Project Manager



Janette Wolf, P.E., CPESC, CPSWQ
Principal

Enclosures: Appendix A
2024 Nashville Municipal Services Rate Schedule

**APPENDIX A -
WATERS WITH UNAVAILABLE PARAMETERS WITHIN THE CITY OF LA VERGNE'S MS4 JURISDICTION**

Waterbody Name	Waterbody I.D. #	Cause(s)	Source Name(s)	VSA	<i>E. coli</i>	Benthic
Finch Branch	TN05130203003T_0200	<i>Escherichia coli</i>	Municipal (High Density Area)	X	X	
Hurricane Creek	TN05130203036_1000	<i>Escherichia coli</i>	Municipal (High Density Area)	X	X	X
		Sedimentation/Siltation	Site Clearance/Development			
		Nutrients	Industrial Point Source Discharge			
Rock Springs Branch	TN05130203010_0310	Sedimentation/Siltation	Site Clearance/Development	X		X
West Branch Hurricane Creek	TN05130203036_0200	Sedimentation/Siltation	Site Clearance/Development	X		X
		Nutrients	Site Clearance/Development			

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

Municipal Services Fee Schedule

January 1, 2024 through December 31, 2024

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$270
Principal.....	\$245
Senior Project Manager	\$230
Project Manager III	\$214
Project Manager II	\$194
Project Manager I	\$163
Assistant Project Manager	\$143
Project Consultant / Geologist / Ecologist / Environmental Scientist	\$132
Staff Consultant / Geologist / Ecologist / Environmental Scientist.....	\$121
CAD Designer	\$148
Draftsperson / CADD Operator.....	\$ 87
Senior Field Technician.....	\$109
Environmental Technician / Intern.....	\$ 65
Senior Land Surveyor.....	\$171
Assistant Project Surveyor.....	\$139
Survey Technician IV	\$121
Survey Technician III.....	\$102
Survey Technician II.....	\$ 89
Survey Technician I.....	\$ 78
Administrative Assistant.....	\$ 81
Administrative Manager.....	\$ 96

DIRECT EXPENSES

Automobile Mileage	Current IRS Rate
Technology and Office Service Fee.....	3% of professional fees
Survey Equipment Usage.....	\$23/hour
In-House Equipment Usage.....	Per daily rates
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Reimbursables	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

EXHIBIT C

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

5/20/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No., Ext): FAX (A/C, No.):	
INSURED 1519133 CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 700 CHERRINGTON PARKWAY MOON TOWNSHIP PA 15108	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co Pitts. PA	
	INSURER B: New Hampshire Insurance Company	
	INSURER C: Allied World Surplus Lines Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 20591869 **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD WYD	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:	Y	N	526-81-68	4/1/2024	4/1/2025
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	448-96-61 (AOS) 448-96-62 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE		
						EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC 015-89-3683 (AOS) WC 015-89-3684 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025
A	☒	N/A				☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	0313-6673	4/1/2024	4/1/2025
						\$2,000,000 EACH CLAIM; \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 342-286 - MS4 STREAM MONITORING. CITY OF LA VERGNE IS ADDITIONAL INSURED ON GENERAL LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION See Attachments
20591869 CITY OF LA VERGNE 5175 MURFREESBORO RD. LA VERGNE TN LA VERGNE	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

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POLICY NUMBER: 526-81-68

**COMMERCIAL GENERAL LIABILITY CG 20 10
12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-68
LIABILITY

COMMERCIAL GENERAL

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-68
GENERAL LIABILITY

COMMERCIAL

CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 12 19

O Insurance Services Office, Inc., 2018



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.A.2. BuyBoard Contract Purchase - Ballistic Vests for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Quote - Ballistic Vests

Summary:

At the April Board of Mayor and Aldermen meeting, the board approved the use of the National Purchasing Cooperative, also known as BuyBoard. GT Distributors has the BuyBoard contract for complete ballistic vest kits for the Police Department.

Background Information:

The city will be using Contract #698-23 through BuyBoard, which is good through March 31, 2025. The Police Department will be purchasing these vest kits as needed for new employees and as replacements for existing employees.

Financial Summary:

Depending on options, the cost for each ballistic vest kit is \$1,626.18. Funds are in the budget for these purchases.

Staff Recommendation:

Staff recommends approval.



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0190195
Date	4/19/2024
Page:	1

Bill To:

La Vergne Police Dept (TN)
Attn: Accounts Payable
5093 Murfreesboro Road
La Vergne TN 37086

Ship To:

La Vergne Police Dept (TN)
5093 Murfreesboro Road
Attn: Michael Campbell
La Vergne TN 37086

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
SBA 4-19-24	004469GA	JP		NET 15	0/0/0000	2,904,043
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1	SBA-SX02-II-M*	SX Level II, A7-Male Cut	EA	\$921.25	\$921.25	
1	SBA-M2*	Safariland M2 Concealable Carrier	EA	\$110.00	\$110.00	
1	SBA-V1-SIDE-AWS*	NAVY V1 External Carrier, Side Opening, Advanced V	EA	\$280.50	\$280.50	
1	SBA-IMPAC-HT-5X8*	BLACK, Safariland IMPAC-HT Plates 5x8	EA	\$112.75	\$112.75	
1	SBA-I-POL-SM*	SBA 2x5 ID Patch	EA	\$6.88	\$6.88	
1	SBA-I-POL-LG*	Black background, POLICE in Gold Large "POLICE" ID Patch, 8.5" X 3"	EA	\$6.88	\$6.88	
3	HSG-41PT00BK	Black background, POLICE in Gold HSG Duty Pistol TACO U-MOUNT Black	EA	\$28.80	\$86.40	
1	HSG-41D000BK	HSG Duty Handcuff TACO U-MOUNT Black	EA	\$35.28	\$35.28	
1	HSG-12RP00BK	HSG Mini Radio Utility Pouch MOLLE Black	EA	\$25.20	\$25.20	
1	HSG-41MAC0BK	HSG Duty Multi-Access Comm TACO U-MOUN	EA	\$41.04	\$41.04	
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
1	NOTES:	Freight calculated on items ordered Notes:	EA	\$0.00	\$0.00	
Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com						

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Michael Campbell
mcampbell@lavergetn.gov
Your salesperson is Jeff Poe. Thank you.

Subtotal	\$1,626.18
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$1,626.18



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.A.3. Sourcewell Contract Purchase - Office Supplies, Breakroom Supplies and Furniture from Staples.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: None

Summary:

This item will approve the purchase of office supplies, break room supplies and furniture using the Sourcewell Contract.

Background Information:

The city has been using the Sourcewell contract to purchase office and breakroom supplies for the last three years. It appears that it would still be in the best interest of the city to continue using the Sourcewell Contract for the purchase of these supplies. Budgeted purchases for office and breakroom supplies will be made using Sourcewell Contract #012320-SCC. There are also times when the city needs to purchase furniture or replacement furniture. Any budgeted furniture purchases will be made using Sourcewell Contract #091423-SCC.

Financial Summary:

These purchases will be made with budgeted funding for all departments.

Staff Recommendation:

Staff recommends approval.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.A.4. Sourcewell Contract Purchase - Generator Maintenance.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Customer Value Agreement - Thompson Machinery

Summary:

This will approve a Sourcewell Contract Purchase for preventative maintenance on all of the City's generators.

Background Information:

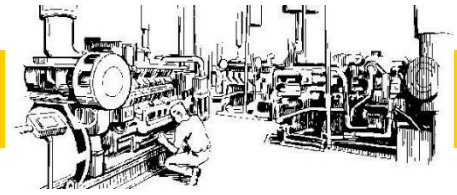
The city currently has fourteen (14) generators that need preventative maintenance to keep them running as expected. The attached customer value agreement with Thompson Machinery will provide one annual preventative maintenance service and quarterly inspections on all of the generators. This initial service does not include the two newest generators at the new Fire Station and the Public Works-CDS Facility. The generator at the fire station is still under warranty and the generator at the Public Works-CDS Facility hasn't been installed yet. Those will be added to the preventative maintenance program when necessary.

Financial Summary:

The annual cost for 2024 should be \$27,821.70. The annual cost for 2025 should be \$43,063.50 and the annual cost for 2026 should be \$44,787.75. This is with the discount provided by the Sourcewell Contract #092222-CAT. Funds are budgeted for preventative maintenance.

Staff Recommendation:

Staff recommends approval.



CITY OF LAVERGNE (166375)



5093 MURFREESBORO RD

Attn: Felica Anderson

fanderson@laveragnetn.gov**Thompson**
Energy Solutions

May 20, 2024

RE: Sourcewell Preventative Maintenance Agreement for 15 Generators located in LaVergne, TN. 37086
3 year agreement valid through December 31st 2026 - **Sourcewell agreement #092222-CAT**
City of LaVergne Sourcewell **membership # 19011**

Serial #'s: **0FDN01503, A070007967, A140618479, D980729684, 4344857, 8832251, 2085721, 2243888, 398972, 646227, D4B01920, SGM329XCK, 2WB01466, 2013102, 34HRGMMD0005**

Felicia,

We are pleased to quote the following services for your generator fleet at the City of LaVergne, TN.

Terms of Agreement: The Preventative Maintenance pricing included in the scope of work below, and detailed in the chart on page 2, will receive a 5% discount from the quoted pricing on page 2.

The Agreement includes PM1 Quarterly Inspections, PM2 Annual Service listed as the scope of work.

This scope of work shall constitute the agreement between Thompson Machinery Commerce Corporation and City of LaVergne, TN.

Discounts offered in the scope of work for this agreement will apply from date of receipt of fully executed agreement and conclude upon expiration date of this agreement.

Please note that any additional repairs outside of the quoted scope of work will now receive a 5% discount on labor rates, during this agreement, for those serial numbers listed as part of the agreement.

Parts and miscellaneous fees will remain at normal rates for any additional repairs that are authorized for the duration of this agreement.

SCOPE OF WORK (SOW)

- A) One Annual Preventative Maintenance Service. - **Annual PM2** Service consists of Inspection per attached checklist, plus change oil, oil filters and fuel filters. Check cooling system for proper freeze protection and corrosion inhibitor. Load test starting batteries. Take oil sample for analysis. July 2024,2025,2026
- B) **PM1** Inspection consists of Inspection per attached checklist.
Quarterly in January 2025,2026 April 2025,2026 October 2024,2025,2026
- C) Provide repair recommendations for items found during site inspections/maintenance.

Total Net Fleet Pricing (as per attached chart page 2)

YEAR	<u>2024</u>	<u>2025</u>	<u>2026</u>
Annual PM2 Services (14)	\$23,586.00	\$27,330.00	\$28,695.00
PM1 Quarterly Inspections			
(\$380 each in 2024) *Q1&2 done*	\$ 5,700.00		
(\$400 each in 2025)		\$18,000.00	
(\$410 each in 2026)			\$18,450.00
Total pricing page 2	\$29,286.00	\$45,330.00	\$47,145.00
Less 5% Sourcewell Discount price	- \$ 1,464.30	- \$ 2,266.50	- \$ 2,357.25
Total Sourcewell pricing	\$27,821.70	\$43,063.50	\$44,787.75

Asset Name	Make	Model	Serial Number	KW	PM 1 \$380 per visit	Date	PM 1 \$380 per visit	Date	PM 1 \$380 per visit	Date	PM 2	Date	TOTAL
Water Treatment Plant - Bon Aqua	CAT	3516B	FDN01503	2250	0	Jan-24	0	Apr-24	380	Oct-24	4835	Jul-24	5215
Driftwood Pump Station	Cummins	DGCB-5785336	A070007967	60	0	Jan-24	0	Apr-24	380	Oct-24	1678	Jul-24	2058
New Paul	Cummins	DQDAC-1344	A140618479	300	0	Jan-24	0	Apr-24	380	Oct-24	1397	Jul-24	1777
Hollandale Pump Station	Cummins	200DGFC	D980729684	200	0	Jan-24	0	Apr-24	380	Oct-24	1348	Jul-24	1728
Mc Farlin Point Water Tower/Repeater	Generac	43903	4344857	13	0	Jan-24	0	Apr-24	380	Oct-24	985	Jul-24	1365
City Hall	Generac	SD0100GG176	8832251	100	0	Jan-24	0	Apr-24	380	Oct-24	1655	Jul-24	2035
Mason Rd Pump Station	Kohler	400REOV	2085721	400	0	Jan-24	0	Apr-24	380	Oct-24	2195	Jul-24	2575
Chaney Woods Lift Station	Kohler	50REOZC	2243888	50	0	Jan-24	0	Apr-24	380	Oct-24	1397	Jul-24	1777
Stones River Pump Station	Kohler	180ROZJ	398972	180	0	Jan-24	0	Apr-24	380	Oct-24	1458	Jul-24	1838
Command Trailer	Kubota	10012ENC	646227	12	0	Jan-24	0	Apr-24	380	Oct-24	985	Jul-24	1365
Blvd)	Cat	D100-6S	D4801920	100	0	Jan-24	0	Apr-24	380	Oct-24	1325	Jul-24	1705
Police Department	Kohler	150REOZJF	SGM329XCK	150	0	Jan-24	0	Apr-24	380	Oct-24	1325	Jul-24	1705
Fergus Rd Pump Station	Cat	3406B	2WB01466	250	0	Jan-24	0	Apr-24	380	Oct-24	1678	Jul-24	2058
Public Works	Olympian	43903	2013102	50	0	Jan-24	0	Apr-24	380	Oct-24	1325	Jul-24	1705
New Fire Station #41	Kohler	500REZXD	34HRGMMMD0005	500	0	Jan-24	0	Apr-24	380	Oct-24	0	Jul-24	380
New Public Works Facility	TBD				0	Jan-24	0	Apr-24	0	Oct-24	0	Jul-24	0
													0
 2024					\$ -		\$ -		\$5,700.00		\$ 23,586.00		\$ 29,286.00

Asset Name	Make	Model	Serial Number	KW	PM 1 \$400 per visit	Date	PM 1 \$400 per visit	Date	PM 1 \$400 per visit	Date	PM 2	Date	TOTAL
Water Treatment Plant - Bon Aqua	CAT	3516B	FDN01503	2250	400	Jan-25	400	Apr-25	400	Oct-25	5318	Jul-25	6518
Driftwood Pump Station	Cummins	DGCB-5785336	A070007967	60	400	Jan-25	400	Apr-25	400	Oct-25	1845	Jul-25	3045
New Paul	Cummins	DQDAC-1344	A140618479	300	400	Jan-25	400	Apr-25	400	Oct-25	1540	Jul-25	2740
Hollandale Pump Station	Cummins	200DGFC	D980729684	200	400	Jan-25	400	Apr-25	400	Oct-25	1485	Jul-25	2685
Mc Farlin Point Water Tower/Repeater	Generac	43903	4344857	13	400	Jan-25	400	Apr-25	400	Oct-25	1084	Jul-25	2284
City Hall	Generac	SD0100GG176	8832251	100	400	Jan-25	400	Apr-25	400	Oct-25	1820	Jul-25	3020
Mason Rd Pump Station	Kohler	400REOV	2085721	400	400	Jan-25	400	Apr-25	400	Oct-25	2415	Jul-25	3615
Chaney Woods Lift Station	Kohler	50REOZC	2243888	50	400	Jan-25	400	Apr-25	400	Oct-25	1540	Jul-25	2740
Stones River Pump Station	Kohler	180ROZJ	398972	180	400	Jan-25	400	Apr-25	400	Oct-25	1595	Jul-25	2795
Command Trailer	Kubota	10012ENC	646227	12	400	Jan-25	400	Apr-25	400	Oct-25	1084	Jul-25	2284
Blvd)	Cat	D100-6S	D4801920	100	400	Jan-25	400	Apr-25	400	Oct-25	1458	Jul-25	2658
Police Department	Kohler	150REOZJF	SGM329XCK	150	400	Jan-25	400	Apr-25	400	Oct-25	1458	Jul-25	2658
Fergus Rd Pump Station	Cat	3406B	2WB01466	250	400	Jan-24	400	Apr-25	400	Oct-24	1845	Jul-25	3045
Public Works	Olympian	43903	2013102	50	400	Jan-24	400	Apr-25	400	Oct-24	1458	Jul-25	2658
New Fire Station #41	Kohler	500REZXD	34HRGMMMD0005	500	400	Jan-24	400	Apr-25	400	Oct-24	1385	Jul-25	2585
New Public Works Facility	TBD	TBD	TBD	TBD	0	Jan-24	0	Apr-25	0	Oct-24	0	Jul-25	0
													0
 2025					\$ 6,000.00		\$ 6,000.00		\$ 6,000.00		\$ 27,330.00		\$ 45,330.00

Asset Name	Make	Model	Serial Number	KW	PM 1 \$420 per visit	Date	PM 1 \$420 per visit	Date	PM 1 \$420 per visit	Date	PM 2	Date	TOTAL
Water Treatment Plant - Bon Aqua	CAT	3516B	FDN01503	2250	410	Jan-26	410	Apr-26	410	Oct-26	5585	Jul-26	6815
Driftwood Pump Station	Cummins	DGCB-5785336	A070007967	60	410	Jan-26	410	Apr-26	410	Oct-26	1938	Jul-26	3168
New Paul	Cummins	DQDAC-1344	A140618479	300	410	Jan-26	410	Apr-26	410	Oct-26	1617	Jul-26	2847
Hollandale Pump Station	Cummins	200DGFC	D980729684	200	410	Jan-26	410	Apr-26	410	Oct-26	1560	Jul-26	2790
Mc Farlin Point Water Tower/Repeater	Generac	43903	4344857	13	410	Jan-26	410	Apr-26	410	Oct-26	1138	Jul-26	2368
City Hall	Generac	SD0100GG176	8832251	100	410	Jan-26	410	Apr-26	410	Oct-26	1910	Jul-26	3140
Mason Rd Pump Station	Kohler	400REOV	2085721	400	410	Jan-26	410	Apr-26	410	Oct-26	2535	Jul-26	3765
Chaney Woods Lift Station	Kohler	50REOZC	2243888	50	410	Jan-26	410	Apr-26	410	Oct-26	1617	Jul-26	2847
Stones River Pump Station	Kohler	180ROZJ	398972	180	410	Jan-26	410	Apr-26	410	Oct-26	1675	Jul-26	2905
Command Trailer	Kubota	10012ENC	646227	12	410	Jan-26	410	Apr-26	410	Oct-26	1138	Jul-26	2368
Blvd)	Cat	D100-6S	D4801920	100	410	Jan-26	410	Apr-26	410	Oct-26	1530	Jul-26	2760
Police Department	Kohler	150REOZJF	SGM329XCK	150	410	Jan-26	410	Apr-26	410	Oct-26	1530	Jul-26	2760
Fergus Rd Pump Station	Cat	3406B	2WB01466	250	410	Jan-26	410	Apr-26	410	Oct-26	1937	Jul-26	3167
Public Works	Olympian	43903	2013102	50	410	Jan-24	410	Apr-26	410	Oct-24	1530	Jul-26	2760
New Fire Station #41	Kohler	500REZXD	34HRGMMMD0005	500	410	Jan-24	410	Apr-26	410	Oct-24	1455	Jul-26	2685
New Public Works Facility	TBD	TBD	TBD	TBD	0	Jan-24	0	Apr-26	0	Oct-24	0	Jul-26	0
													0
 2026					\$ 6,150.00		\$ 6,150.00		\$ 6,150.00		\$ 28,695.00		\$ 47,145.00

All quoted work listed above to be performed during our normal working hours of 7:30am to 4:00 pm. Monday through Friday. **Any additional repairs that are not included in the scope of work above will now receive a 5% discount on labor rates, with signed agreement, for those serial numbers listed as part of the agreement.** Pricing excludes applicable taxes, freight, and overtime unless otherwise stated in agreement above. Quote is valid for 30 days.

I accept the above Preventative Maintenance Agreement, agree to the terms and conditions, and wish to proceed. Material will be ordered, and services scheduled upon receipt of the customer purchase order. Customer purchase order and signed quotation should be emailed to Rick.Ferguson@tmcat.com for confirmation. You may contact me at 360-448-0802 with any questions.

City of LaVergne

Authorized Signature

Name _____

Title _____

Date _____

Thompson Machinery Commerce Corporation

Authorized Signature

Name _____

Title _____

Date _____

Sourcewell agreement #092222-CAT

City of LaVergne Sourcewell membership # 19011

Preventative Maintenance Agreement

We appreciate the opportunity to quote you and look forward to your response.
Thank you,

Rick Ferguson

Rick Ferguson
EPG Parts & Service Sales Representative



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.B. Approve Annual Renewal of the Smarsh Service Agreement.

Department: Information Technology

Presented By: Glenn Green

Item Attachments: 1. Renewal Order Form - Smarsh

Summary:

Approve Annual Renewal with Smarsh, Inc. for Archiving Services.

Background Information:

Smarsh, Inc. provides archiving services for city email and text messages. This is the annual renewal for those services. This is a budgeted item.

Financial Summary:

The annual renewal cost is \$26,712.00.

Staff Recommendation:

Staff recommends approval.



Order Form (#Q-64470)(Service Account Number: 307325)

Renewal - City of La Vergne, TN

Account Rep Maya Arastuie
Email mahya.arastuie@smarsh.com

Prepared on 22-Mar-2024
Valid until 11-Jul-2024

Start Date 12-Jul-2024
Renewal Date 12-Jul-2025
Billing Frequency Annual
Order Type Renewal

Customer City of La Vergne, TN
Service Address 5093 Murfreesboro Rd
 La Vergne, Tennessee 37086-2706

Billing Contact Glenn Green
Contact Phone 615-793-6295
Contact Email gggreen@laveragnetn.gov
Technical Contact Glenn Green

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified		1	
Platform - Professional Archive - Gov	\$ 2,940.00	1	\$ 2,940.00
Email - Professional Archive Capture	\$ 28.35	300	\$ 8,505.00
MobileGuard MT/ST		1	
Platform Fee - MG Cloud MT		1	
Verizon - MG Cloud MT	\$ 57.75	250	\$ 14,437.50
Smarsh Support		1	
Professional Support - Basic		1	
Smarsh University		1	
Smarsh U - SMB - Web Access	\$ 414.75	2	\$ 829.50
Milestone Billing Bundle		1	
Annual Recurring Service Fees Subtotal			\$ 26,712.00
One-Time Fees Subtotal			\$ 0.00

Notes

Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement executed between the Parties on July 12, 2022, as amended (a copy attached hereto), (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement").

SERVICE SPECIFIC TERMS

- The Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>;
 - Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobileChannels>;
 - Connected Capture Service Specific Terms available at <https://www.smarsh.com/legal/SSTConnectedCapture>;
- Smarsh U Service Specific Terms available at: <https://www.smarsh.com/legal/SSTSmarshUniversity>;

TERM

The Term of the Services shall begin on the Start Date set forth above, or if no Start Date is set forth above, the execution date of this Order Form, and shall continue for the Subscription Term specified above. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services shall be subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") shall be invoiced at the billing frequency set forth on page 1 of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

- Data Imports - One-time Fee (25 GB Minimum) - \$10/GB thereafter
- Import Data Conversion fees (25 GB Minimum) - \$3/GB
- Data Storage – Annual - \$2.50/GB

Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

☐ No

☐ Yes – Please complete below

PO Number:

PO Amount:

Upon signature by Client and submission to Smarsh, this Order Form shall become legally binding unless Smarsh rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By: _____ Name: _____

Date: _____ Title: _____



Smarsh Services Agreement-General Terms

This Smarsh Services Agreement-General Terms (the “**Agreement**”) constitutes a binding agreement between Smarsh Inc. (“**Smarsh**”) and the company entering this Agreement (“**Client**”) identified in an order document that references this Agreement (“**Order Form**”). Client represents that it has the authority to enter into this Agreement, and agrees that the terms of this Agreement will govern Client's use of the Services (as defined in Section 1).

This Agreement includes four parts: (1) the legal terms that are included in this “Smarsh Services Agreement – General Terms”, (2) the terms that are specific to each service included in the “Service Specific Terms”, (3) the description of what is included with each service in “Service Descriptions”; and (4) the Acceptable Use Policy available at www.smarsh.com/legal/AUP (“**AUP**”).

1. **Services.** Smarsh will provide the services specified in each Order Form (“**Services**”), according to the Agreement, the Service Specific Terms (including the applicable Service Level Agreement(s)), and the Service Descriptions, which describe the features and functionality of each Service. The Service Specific Terms and Service Descriptions are located at www.smarsh.com/legal. Smarsh grants Client a revocable, non-exclusive, non-transferable, limited license to access and use the Services purchased by Client during the Term (as defined in Section 12).
2. **Support & User Groups.** Smarsh Central, located at <https://central.smarsh.com> is where Client may seek support resources for the Services as well as engage with other end users in online forums regarding the Services.
 - 2.1. **Smarsh Central.** Support FAQ's and other support resources are available on Smarsh Central located at <https://central.smarsh.com>. Client may initiate support requests by submitting support tickets on Smarsh Central. Changes to Smarsh's support policies will be made available on Smarsh Central.
 - 2.2. **Groups.** Smarsh Central also provides online forums and related features to Users of the Services (as defined in Section 4.6) for discussion, feedback, and general Q&A purposes (such forums and related features are collectively called “Groups”). Smarsh grants Client and its Users a revocable, non-exclusive, non-transferable license to access and use Groups within Smarsh Central in connection with Client's use of the Services. Client or Users may post comments or content to Groups (“**Groups Content**”). Client hereby grants Smarsh a worldwide, exclusive, royalty-free, irrevocable license to access, use, reproduce, make derivatives of, and incorporate Groups Content into Smarsh products or services for commercial use. Client acknowledges that Groups Content is not confidential and is subject to the AUP. Smarsh may delete Groups Content without prior notice. Client is responsible for all Groups Content posted by its Users. Smarsh disclaims all liability arising from Groups Content and use of Groups, including exposure to content that is potentially offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Smarsh may suspend or discontinue Groups at any time. Smarsh provide Groups without charge and Groups is not part of the Services.
3. **Trial Services.** If a trial period is indicated on an Order Form, Smarsh will provide Client with a temporary account to one or more Services (“**Trial Account**”). The Trial Account will be accessible for the trial period set forth in the Order Form, or if no trial period is stated, the Trial Account period will be thirty (30) days. DURING THE TRIAL PERIOD, THE TRIAL ACCOUNT AND ASSOCIATED SERVICES



ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

4. Client Obligations.

- 4.1. As used in this Agreement, the term **"Client Data"** means: (a) the data that the Services capture or archive from Client's systems or from Client's Third Party Services (as defined in Section 5), or (b) Client's historical data provided by or on behalf of Client for ingestion by the Services. Client hereby grants Smarsh a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce Client Data as necessary to provide, support, and improve the Services, as directed by Client, or as otherwise authorized hereunder. Data generated by the Services regarding Client's use of the Services is usage data and is not and does not contain Client Data.
- 4.2. Because Smarsh will not have access to Client's systems or Third Party Services, it is Client's sole responsibility to monitor the Services, Client's systems and Third Party Services to ensure that Client Data is being captured accurately. Client will notify Smarsh of any delivery failures or outages of Client's systems that could affect the transmission of Client Data..
- 4.3. It is Client's responsibility to encrypt (i) data sent to the Services from Client's systems and (ii) historical data sent to Smarsh for ingestion. Smarsh will have no responsibility or liability for any data that Client transmits to Smarsh in an unencrypted format. Smarsh is not responsible or liable for any update, upgrade, patch, maintenance or other change to Client's systems or Third Party Services that affects the transmission of Client Data to the Services. It is Client's responsibility to ensure that the Services are configured to capture Client Data from all relevant end-user accounts or devices or web domains, as applicable.
- 4.4. Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client's use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the AUP. Smarsh may update the AUP from time to time.
- 4.5. Client is responsible for creating an account within the Services and ensuring that (a) Client's account registration information is complete and accurate; and (b) Client's account credentials are confidential. Client will notify Smarsh immediately of any unauthorized use of Client's account or account credentials, or any other known or suspected breach of the security of Client's account. Client is responsible for the activity that occurs within Client's account and for the actions or omissions of Client's employees, contractors or agents, whether such person is or was acting within the scope of their employment, engagement, or agency relationship. Client will not permit Smarsh competitors to access the Services.
- 4.6. Client may provide Representatives with access to the Services, may purchase Services on behalf of Representatives, or where Client is required to review Representative communications, Client may use the Services to meet such requirement. A **"Representative"** means any entity (a) that Client controls or that is under common control with Client; or (b) on behalf of which Client has a regulatory requirement to archive or review communications data. Representatives' use of the Services is subject to the terms of this Agreement. Client is responsible for the actions or omissions of each Representative whether such person is or was acting within the scope of their employment, engagement, or agency relationship.
- 4.7. Client may designate user roles with different levels of access for use or support of the Services. An **"Authorized User"** is the administrative user(s) with the highest level of access and is



responsible for managing the Services for Client. Only Authorized Users may appoint other Authorized Users, request or agree to changes to the Services, add or remove users, make billing inquiries, contact support, or take other, similar actions. A **"User"** is any individual who is granted login credentials to the Services. Users may not share account log in credentials.

5. **Third Party Providers.** The Services receive Client Data from third party sources and are dependent on the third party's services, software, applications, platforms (such as third party social media, business networking platforms systems, telecommunications carriers, or other messaging or communication services or APIs) (**"Third Party Services"**). Third Party Services are not offered, controlled, or provided by Smarsh. A Third-Party Service may make changes to its service, or components thereof, or suspend or discontinue a service without notice to Smarsh. In addition, the availability of the Third-Party Service may depend on Client's compliance with the Third-Party Service terms. The Third-Party Service will have access to Client's data and will provide Client's data to Smarsh. Smarsh does not control and is not responsible or liable for how the Third-Party Service transmits, accesses, processes, stores, uses, or provides data to Smarsh. Smarsh expressly disclaims all liability related to or arising from any Third-Party Service, including Client's use thereof, or liability related to or arising from any updates, modifications, outages, delivery failures, corruption of data, loss of data, discontinuance of services, or termination of Client's account by the Third-Party Service. Client is solely responsible for ensuring Client complies with all Third-Party Service terms and conditions. Client acknowledges that certain Third-Party Services do not represent that they are suitable for sensitive communications and do not encrypt messages sent over such Third-Party Services networks, including social media providers, telecommunication carriers and certain messaging platforms. Client agrees that if Client transmits sensitive health or financial information via these unsecure Third Party Services networks, Client assumes all risk associated with such transmission and is responsible for any damages or losses incurred with respect to transmitting such sensitive data over such networks and to Smarsh. Such transmission may also be a breach of the AUP.

6. **Term & Termination.**

- 6.1. **Term.** The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (**"Initial Term"**). The Initial Term will renew automatically for additional, successive 12-month terms (each a **"Renewal Term"**), unless Smarsh or Client provides the other party with written notice of non-renewal at least 60 days prior to the end of the Initial Term or the applicable Renewal Term, or either party terminates in accordance with section 6.2 or 6.3 below. The Initial Term plus any Renewal Term are, collectively, the **"Term."** Any Order Form executed after the Effective Date will co-terminate with Client's then-current Term.
- 6.2. **Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party's written notice thereof. Smarsh may suspend Client's access to the Services in the event of a breach of this Agreement and will not be liable for any damages resulting from such suspension.
- 6.3. **Termination for Bankruptcy.** This Agreement will terminate immediately, upon written notice, where (a) either party is declared insolvent or adjudged bankrupt by a court of competent jurisdiction; or (b) a petition for bankruptcy or reorganization or an arrangement with creditors is filed by or against that party and is not dismissed within 60 days.
- 6.4. **Effect of Termination.** Upon any termination or expiration of the Agreement: (a) all rights and licenses to the Services granted to Client by Smarsh will immediately terminate; (b) Client will pay any Fees due and payable up to the date of termination, except in the case of Smarsh's termination for Client's breach, and in such case, Client will pay the Fees owing for the remainder of the then-current Term; and (c) upon request, each party will return to the other or delete the Confidential Information of the other party; provided that if Client requests Smarsh to return

Client Data from within Client's Professional Archive (defined in Professional Archive Service Specific Terms) instance, Client may (i) sign a separate Order Form for such Professional Services and will pay Smarsh's then-current data extraction and exportation fees plus any hardware costs as specified in such Order Form or (ii) sign a separate access-only agreement to maintain access to the Professional Archive with the ability to complete self-service exports.

7. **Fees & Payment.** Client will pay the fees for the Services as set forth in the Order Form ("**Fees**"). Upon execution of the Order Form, Smarsh will invoice Client for the Fees for the recurring Services. . One-time Fees and Fees for professional services will be invoiced per the terms of the Order Form, or the applicable statement of work. Fees for a Renewal Term will be invoiced upon renewal. Client will pay Fees within thirty (30) days of the date of the invoice. If Client disputes any Fees, Client must notify Smarsh within 120 days of the date of invoice. Invoices not disputed within 120 days from the date of invoice will be deemed accepted by Client. Smarsh may charge a late fee of 1.5% per month on any Fees not paid when due. Smarsh may suspend Client's access to the Services in the event Client fails to pay the Fees when due. Smarsh will increase Fees upon each Renewal Term, provided that any such increase will not exceed five percent (5%) of the then current Fees. Smarsh will provide ninety (90) days' prior written notice of any such increase in Fees.
8. **Minimum Commitment & Invoice of Overages.** Client agrees that the recurring Fees are Client's minimum purchase commitment during the Initial Term and, upon renewal, each Renewal Term. The minimum commitment is the total sum of the recurring Fees set forth in the applicable Order Form. For Fees invoiced based on usage, (a) if Client's usage exceeds the minimum commitment specified in the Order Form, Smarsh will invoice, and Client will pay the additional Fees due for such usage at the rate specified in the Order Form; and (b) if Client's usage during a month is less than Client's minimum purchase commitment, Smarsh will invoice Client for the minimum purchase commitment. Client understands that even if Client terminates prior to the end of the Term or any Renewal Term, such minimum commitment shall be due to Smarsh.
9. **Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, service, use and excise taxes, utility user's fees, VAT, 911 taxes, or universal service fund fees or taxes, taxes assessed on the use of software or any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable hereunder, other than any taxes imposed on Smarsh's income.
10. **Confidentiality.**
 - 10.1. "**Confidential Information**" means (a) the non-public information of either party, including but not limited to information relating to either party's product plans, present or future developments, customers, designs, costs, prices, finances, marketing plans, business opportunities, software, software manuals, personnel, research, development or know-how; (b) any information designated by either party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; (c) the terms of this Agreement; or (d) Client Data. "Confidential Information" does not include information that: (i) is in, or enters, the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party, as evidenced the receiving party's records; or (iv) the receiving party develops independently without reference to the Confidential Information.
 - 10.2. **Obligations with Respect to Confidential Information.** Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information . Either party may disclose Confidential Information

of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; or (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

- 10.3. **Remedies.** Each party acknowledges and agrees that a breach of the obligations of this Section 10 by the other party may result in irreparable injury to the disclosing party for which there may be no adequate remedy at law, and the disclosing party will be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient of Confidential Information.
11. **Intellectual Property.** As between Smarsh and Client, all right, title and interest in and to the Services, the information technology infrastructure including the software, hardware, databases, electronic systems, networks, and all applications, APIs or Client-Side Software (as defined in the Service Specific Terms) required to deliver the Services, or made available or accessible to Client by Smarsh, including all documentation regarding the use or operation of the Services (collectively "**Intellectual Property**") are the sole and exclusive property of Smarsh. Except as expressly stated herein, nothing in this Agreement will serve to transfer to Client any right in or to the Intellectual Property. Smarsh retains all right, title and interest in and to Intellectual Property. As between Smarsh and Client, Client Data is the sole and exclusive property of Client and other than the limited license to Client Data granted hereunder, nothing in this Agreement will serve to transfer to Smarsh any intellectual property rights in Client Data.
12. **Smarsh Representations and Warranties; Warranty Disclaimer.**
- 12.1. **Performance Warranty.** Smarsh represents and warrants that it will provide the Services in accordance with generally accepted industry standards.
- 12.2. **Authority.** Smarsh represents and warrants that it has the right and authority to enter into this Agreement and that the performance of its obligations under this Agreement will not breach, or conflict with, any other agreement to which Smarsh is a party.
- 12.3. **Compliance with Laws.** Smarsh represents and warrants that it will comply with the laws and regulations applicable to Smarsh in its performance of the Services.
- 12.4. **Warranty Disclaimer; No Guarantee.** EXCEPT AS SET FORTH ABOVE, SMARSH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES, PROFESSIONAL SERVICES OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE BY SMARSH. SMARSH HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMARSH DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE OR ERROR-FREE. SMARSH WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SMARSH. SMARSH DOES NOT GUARANTEE THAT USE OF THE SERVICES BY CLIENT OR THE ADVICE, CONSULTING OR PROFESSIONAL SERVICES PROVIDED TO CLIENT WILL ENSURE CLIENT'S LEGAL COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE. THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT

LIMITED TO ANY APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE.

13. Indemnification.

- 13.1. **Client Indemnification.** Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.
- 13.2. **Smarsh Indemnification.** Smarsh will defend, indemnify and hold Client harmless from third-party claims arising from a claim that the Services infringe any United States patent, trademark or copyright; provided that, Client shall (a) provide Smarsh with prompt written notice upon becoming aware of any such claim; (b) allow Smarsh sole and exclusive control over the defense and settlement of any such claim; and (c) reasonably cooperate with Smarsh in the defense of such claim. Notwithstanding the foregoing, Smarsh will not be liable for any claim that relates to or arises from: (i) custom functionality provided to Client based on Client's specific requirements; (ii) any modification of the Services by Client or any third party; (iii) the combination of the Services with any technology or other services, software, or technology not provided by Smarsh; or (iv) Client's failure to use updated or modified versions of the Services made available by Smarsh. Except as expressly provided in Section 14.1.3, the indemnification obligation contained in this Section 13.2 is Client's sole remedy, and Smarsh's sole obligation, with respect to claims of infringement.

14. Remedies and Limitation of Liability.

14.1. Remedies.

- 14.1.1. In the event of a breach of any warranty under Section 12 Smarsh will use commercially reasonable efforts to provide Client with an error correction or work-around that corrects the reported non-conformity. The foregoing remedy is Client's sole and exclusive remedy for a breach of Section 12.
- 14.1.2. In the event of a breach of the applicable Service Level Agreement, Smarsh will provide Client with the credit stated in the Service Level Agreement. The foregoing remedy is Client's sole and exclusive remedy for a breach of the applicable Service Level Agreement.
- 14.1.3. If the Services are subject to a claim of infringement under Section 13.2, Smarsh may, in its sole discretion, either (a) procure for Client the right to continue to use the Services; (b) modify the Services such that they are non-infringing; or (c) if in the reasonable opinion of Smarsh, neither (a) nor (b) is commercially feasible, then Smarsh may, upon thirty (30) days' prior written notice to Client, terminate the applicable Service.

14.2. Limitation of Liability.

- 14.2.1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF: USE, DATA, BUSINESS, OR PROFITS), ARISING FROM OR IN CONNECTION WITH THE SERVICES OR SOFTWARE (AS DEFINED IN THE SERVICE SPECIFIC TERMS), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH

DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SMARSH WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER CONSEQUENTIAL OR OTHERWISE, ARISING FROM OR RELATED TO CLIENT'S NON-COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.

14.2.2. EXCEPT WITH RESPECT TO SECTION 13.1 (CLIENT INDEMNIFICATION), EACH PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, OR OTHERWISE), WILL NOT EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY SMARSH FROM CLIENT FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INCIDENT FROM WHICH THE DAMAGES AROSE.

14.2.3. THE LIMITATION OF LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES WILL BE AGGREGATED TO DETERMINE IF THE LIMIT HAS BEEN REACHED.

15. General Terms.

15.1. **Export Restrictions.** The Services and Software (as defined in the Service Specific Terms), including any software, documentation and any related technical data included with, or contained in, the Services of Software, may be subject to United States export control laws and regulations. Smarsh Public IM policy manager is classified under Export Control Classification Number (ECCN) 5D002.c.1 and has been qualified for export under authority of license exception ENC, in accordance with sections 740.17(d) and 740.17(b)(3) of the U.S. Export Administration Regulations, 15 C.F.R. Part 730 et seq. (the "EAR"). It may not be downloaded or otherwise exported or re-exported into (or to a national or resident of) Crimea- Region of Ukraine, Cuba, Iran, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods; or any organization or company on the United States Commerce Department's "Denied

Parties List." Client will comply with the export laws and regulations of the United States and other applicable jurisdictions when using the Services. Client will not transfer the Software, or any other software or documentation provided by Smarsh (a) to any person on a government promulgated export restriction list; or (b) to any U.S.-embargoed countries. Without limiting the foregoing: (a) Client represents that it and its Authorized Users and any other users of the Services are not named on any United States government list of persons or entities prohibited from receiving exports; (b) Client represents that Client will not use the Software or Services in a manner which is prohibited under United States Government export regulations; (c) Client will comply with all United States anti-boycott laws and regulations; (d) Client will not provide the Software or Service to any third party, or permit any user to access or use the Software or Service, in violation of any United States export embargo, prohibition or restriction; and (e) Client will not, and will not permit any user or third party to, directly or indirectly, export, re-export or release the Software or Services to any jurisdiction or country to which, or any party to whom, the export, re-export or release is prohibited by applicable law, regulation or rule.

15.2. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and void. This Agreement will inure to the benefit of, and bind, the parties' respective successors and permitted assigns.

15.3. **Force Majeure.** A failure of party to perform, or an omission by a party in its performance of, any obligation of this Agreement will not be a breach of this Agreement, nor will it create any liability, if such failure or omission arises from any cause or causes beyond the reasonable control of the parties, including, but not limited to the following (each a "**Force Majeure Event**"): (a) acts of God; (b) acts or omissions of any governmental entity; (c) any rules, regulations or orders issued

by any governmental authority or any officer, department, agency or instrumentality thereof; (d) fire, storm, flood, earthquake, accident, war, rebellion, insurrection, riot, strikes and lockouts; or (e) utility or telecommunication failures; so long as such party uses reasonable efforts to resume performance after any such Force Majeure Event.

- 15.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Multnomah County, in the State of Oregon, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
- 15.5. **Relationship of the Parties.** The parties are independent contractors as to each other, and neither party will have power or authority to assume or create any obligation or responsibility on behalf of the other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.
- 15.6. **Notices.** Any legal notice under this Agreement will be in writing and delivered by personal delivery, express courier, certified or registered mail, postage prepaid and return receipt requested, or by email. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) business days after deposit in the mail, or when receipt is acknowledged in the case of email to Smarsh. Notices will be sent to Client at the address set forth on the Order Form or such other address as Client may specify. Notices will be sent to Smarsh at the following address: Smarsh Inc., Attention: Legal, 851 SW 6th Ave, Suite 800, Portland, OR 97204, or in the case of email, to legal@smarsh.com.
- 15.7. **Publicity.** Smarsh may disclose that Client is a customer of Smarsh.
- 15.8. **Severability; Waiver.** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure of either party to insist on strict performance of any provision herein will not be deemed a waiver of any rights or remedies that either party will have and will not be deemed a waiver of any subsequent default of the terms and conditions thereof.
- 15.9. **Entire Agreement; Electronic Signatures.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, or Client's click-through acceptance of this Agreement, give rise to a valid and enforceable agreement.

EXHIBIT A

Amendment to the Smarsh Service Agreement – General Terms

This first amendment ("Amendment") to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and City of La Vergne, TN. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

The parties agree:

1) Replace Section 4.3 in its entirety, as follows:

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client's use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at www.smarsh.com/legal/AUP. Smarsh may update the Acceptable Use Policy from time to time.

2) Replace Section 6.1 in its entirety, as follows:

Term. The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months ("Initial Term"). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a "Renewal Term") upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the "Term." Any Order Form executed after the Effective Date will co-terminate with Client's then-current Term.

3) Replace Section 6.2 in its entirety, as follows:

Termination for Breach. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party's written notice thereof. Smarsh may suspend Client's access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

4) Replace Section 9 in its entirety, as follows:

Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

5) Replace Section 10.2 in its entirety, as follows:

Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement; or (iii) pursuant to a public records request, provided that the Client gives notice to Smarsh in a reasonable



amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

6) **Replace Section 13.1 in its entirety, as follows:**

Client Indemnification. To the extent permitted by law, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim

7) **Replace Section 15.4 in its entirety, as follows:**

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of , without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in , in the State of , and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8) **Replace Section 15.9 in its entirety, as follows:**

Entire Agreement; Electronic Signatures. This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, give rise to a valid and enforceable agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

9) **Delete Section 16, concerning alternative jurisdiction, in its entirety.**



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.C. Approve Public Entity Partners (PEP) Insurance Renewal for FY 2024-2025.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments:

1. WC Quote
2. Property Quote
3. Liability Quote

Summary:

This is our 2024 / 2025 annual insurance renewal policies through Public Entity Partners.

Background Information:

The City of La Vergne continues to use Public Entity Partners for insurance. Below is a summary of the rates for 2024 / 2025.

General Liability, Personal Injury Liability, Errors or Omissions Liability, Automobile Liability, and Physical Damage Policy: \$668,084 / annually

**Liability annual rates were increased by 25.69% from the 2023 / 2024 policy year.*

*Property and Crime Policy: \$235,993/annually

Property annual rates were increased by 17.89% from the 2023 / 2024 policy year.

Workers' Compensation Policy: \$331,150/annually

WC annual rates were increased by 10.44% from the 2023 / 2024 policy year.

Financial Summary:

Liability: \$668,084

Property: \$235,993

Workers' Compensation: \$331,150
Total: \$1,235,227

Staff Recommendation:

Staff recommends approval.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Policy Number: PWC-0218-25

DECLARATIONS

Ren/Rewrite of: PWC-0218-24

ITEM 1.	INSURED LA VERGNE, CITY OF 5093 MURFREESBORO RD LA VERGNE, TN 37086	AGENT DIRECT 5093 MURFREESBORO RD LA VERGNE, TN 37086
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ITEM 2. **POLICY PERIOD:** From 07/01/2024 to 07/01/2025 12:01 A.M. Standard Time at the Insured's Mailing Address

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

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

THE LIMITS OF OUR LIABILITY UNDER SECTION TWO ARE:

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

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

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

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

QUOTATION ONLY

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

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

ONE YEAR POLICY	
<u>Premium for this Policy Period</u>	
MANUAL PREMIUM	\$668,585
INCREASED LIMITS FACTOR	1.028
EXPERIENCE MODIFICATION	.807
SCHEDULE MODIFICATION	.750
OTHER PREMIUM MODIFICATION	.950
DEDUCTIBLE/RETENTION FACTOR	.900
ONE YEAR POLICY FACTOR	.980
TN DRUG FREE WORKPLACE FACTOR	.950
COMBINED MODIFICATION FACTOR	.4953
TOTAL ESTIMATED POLICY PREMIUM	\$331,150



PROPERTY AND CRIME POLICY
COVERAGE DECLARATIONS

Policy Number:
PPR-5348-25

Ren/Rewrite of:
PPR-5348-24

ITEM 1. **INSURED**

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

AGENT

DIRECT
5093 MURFREESBORO RD
LA VERGNE, TN 37086

ITEM 2. **COVERAGE PERIOD:** From 07/01/2024 To 07/01/2025

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

ITEM 3. **COVERAGE PARTS**

QUOTATION ONLY

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

ONE YEAR POLICY PERIOD: 2024-2025

Coverage and Premium for this Coverage Period

COVERAGE

COVERAGE PART

PREMIUM

PROPERTY COVERAGE (Part One)

Buildings and Personal Property	A	229,551
Electronic Data Processing Equipment	B	2,737
Mobile Equipment	C	3,635
Equipment Breakdown	D	Included
Automatic Coverages	E	Included
SUBTOTAL		235,923

CRIME COVERAGE (Part Two)

Employee Dishonesty	A	Included
Forgery or Alteration	B	Included
Theft, Disappearance or Destruction	C	70
Computer Fraud	D	Included
Other		NA
SUBTOTAL		70
TOTAL		235,993

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

DECLARATIONS - PAGE 2
PROPERTY COVERAGE (Part One)

Insured

LA VERGNE, CITY OF

Policy Number

PPR-5348-25

ITEM 4. LIMITS OF COVERAGE (PER OCCURRENCE)

\$172,379,339

COVERAGE A - BLANKET BUILDINGS AND PERSONAL PROPERTY

\$167,723,653

COVERAGE B - BLANKET ELECTRONIC DATA PROCESSING EQUIPMENT

\$2,000,000

COVERAGE C - MOBILE EQUIPMENT

\$2,655,686

COVERAGE D - EQUIPMENT BREAKDOWN

\$170,379,339

1. NEWLY ACQUIRED PROPERTY

\$500,000

2. EXPEDITING EXPENSES

\$500,000

3. HAZARDOUS SUBSTANCES

\$250,000

4. AMMONIA CONTAMINATION

\$250,000

COVERAGE E - AUTOMATIC COVERAGES

1. FLOOD (PER OCCURRENCE AND ANNUAL AGGREGATE)

\$1,000,000

2. EARTHQUAKE (PER OCCURRENCE AND ANNUAL AGGREGATE)

\$1,500,000

3. NEWLY ACQUIRED PROPERTY

\$1,500,000

4. LOSS OF NET REVENUE

\$250,000

5. EXTRA EXPENSE

\$500,000

6. RENTAL VALUES

\$500,000

7. PROPERTY IN THE COURSE OF CONSTRUCTION

\$500,000

8. EXPEDITING EXPENSES

\$250,000

9. PROPERTY IN TRANSIT

\$250,000

10. INCREASED COST OF CONSTRUCTION

\$500,000

11. DEMOLITION COST

\$500,000

12. DEBRIS REMOVAL

\$500,000

13. CONSEQUENTIAL LOSS

\$500,000

14. LEASEHOLD INTEREST

\$500,000

15. VALUABLE PAPERS AND RECORDS

\$250,000

16. ACCOUNTS RECEIVABLE

\$250,000

17. EDP - MEDIA AND SOFTWARE

\$100,000

18. FINE ARTS

\$50,000

19. PERSONAL EFFECTS

\$50,000

20. POLLUTANT CLEAN UP AND REMOVAL

\$50,000

21. TERRORISM (Per Occurrence and Annual Aggregate)

\$500,000

22. ENVIRONMENTAL IMPACT RECERTIFICATION (See Policy)

23. PROTECTION AND PRESERVATION OF PROPERTY

\$50,000

24. VANDALISM OF NATURAL GRASS ATHLETIC FIELDS

\$100,000

ITEM 5. SEE ATTACHED SCHEDULE(S) OF BUILDINGS AND PERSONAL PROPERTY, MOBILE EQUIPMENT, EQUIPMENT BREAKDOWN, AND AUTOMATIC COVERAGES FOR LOCATIONS THAT ARE INCLUDED IN THIS COVERAGE.

ITEM 6. DEDUCTIBLES

COVERAGE A - BUILDINGS AND PERSONAL PROPERTY

\$1,000

PER OCCURRENCE

COVERAGE B - ELECTRONIC DATA PROCESSING EQUIPMENT

\$250

PER OCCURRENCE

COVERAGE C - MOBILE EQUIPMENT

\$250

PER OCCURRENCE

COVERAGE D - EQUIPMENT BREAKDOWN

\$1,000

PER OCCURRENCE

COVERAGE E - AUTOMATIC COVERAGES

\$1,000

PER OCCURRENCE

ITEM 7. FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE

Property and Crime Policy Coverage Declarations 7-1-2022

Buildings and Personal Property Schedule 7-1-2002

Mobile Equipment Schedule 7-1-2024

Unmanned Aerial Systems Coverage End 7-1-2016

Exclusion-Electrical Cogeneration Facilities 7-1-2018

Property Policy Coverage Form 2022

**DECLARATIONS - PAGE 3
CRIME COVERAGE (Part Two)**

Insured	Policy Number
LA VERGNE, CITY OF	PPR-5348-25

ITEM 1. LIMITS OF COVERAGE

COVERAGE A - EMPLOYEE DISHONESTY PER LOSS	<u>150,000</u>
COVERAGE B - FORGERY AND ALTERATION	<u>150,000</u>
COVERAGE C - THEFT, DISAPPEARANCE OR DESTRUCTION Including Money Order/Counterfeit Paper Currency Coverage	<u>150,000</u>
COVERAGE D - COMPUTER FRAUD	<u>150,000</u>

ITEM 2. SEE ATTACHED COVERAGE PARTS AND ENDORSEMENTS FOR PROVISIONS THAT ARE INCLUDED IN THIS COVERAGE

ITEM 3. DEDUCTIBLES

COVERAGE A - EMPLOYEE DISHONESTY PER LOSS	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE B - FORGERY AND ALTERATION	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE C - THEFT, DISAPPEARANCE OR DESTRUCTION	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE D - COMPUTER FRAUD	<u>\$1,000</u>	PER OCCURRENCE

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

Property and Crime Policy Coverage Declarations 7-1-2022
Employee Dishonesty-Per Loss Coverage Part A 7-1-2019
Forgery or Alteration Coverage Part B 7-1-2019
Theft, Disappearance or Destruction Coverage Part C 7-1-2019
Computer Fraud Coverage Part D 7-1-2019
Money Order and Counterfeit Paper Currency Endorsement 7-1-2019
Property Policy Coverage Form 2022



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

Policy Number:
PLI-0199-25

DECLARATIONS

Ren/Rewrite of:
PLI-0199-24

ITEM 1. **INSURED**

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

*See Additional Named Insured Endorsement

AGENT

DIRECT
5093 MURFREESBORO RD
LA VERGNE, TN 37086

ITEM 2. **COVERAGE PERIOD:** From 07/01/2024 To 07/01/2025

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

ITEM 3. **COVERAGE PARTS**

QUOTATION ONLY

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

ONE YEAR POLICY		
Coverage and Premium for this Coverage Period		
COVERAGE	COVERAGE PART	PREMIUM
General Liability	A/B	47,443
Law Enforcement Liability	A/B	86,325
Errors or Omissions Liability	C	284,793
Automobile Liability	D	115,737
Automobile Physical Damage	E	133,786
Other		
TOTAL		668,084

PUBLIC ENTITY PARTNERS

562 Franklin Rd. Suite 200, Franklin, TN 37069

INSURED LA VERGNE, CITY OF *

Policy Number: PLI-0199-25

QUOTATION ONLY

ITEM 4. LIMITS OF COVERAGE

COVERAGE A - GENERAL LIABILITY and COVERAGE B - PERSONAL INJURY LIABILITY

\$300,000 PER PERSON FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
 \$700,000 PER OCCURRENCE FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
 \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT
 \$1,000,000 PER OCCURRENCE FOR EACH OTHER LOSS
 \$500,000 PER PERSON/\$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
 \$1,000 PER PERSON AND \$10,000 PER ACCIDENT FOR MEDICAL PAYMENTS
 \$100,000 PER OCCURRENCE FOR FIRE DAMAGE
 \$100,000 PER OCCURRENCE FOR IMPOUNDED PROPERTY DAMAGE OR COMMANDEERED PROPERTY DAMAGE
 \$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

COVERAGE C - ERRORS OR OMISSIONS LIABILITY \$1,000,000 PER OCCURRENCE

\$1,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR EMPLOYMENT PRACTICES LIABILITY - See Endorsement
 \$1,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR PRIVACY/NETWORK LIABILITY - See Endorsement
 \$1,000,000 PER OCCURRENCE FOR EMPLOYEE BENEFITS/FIDUCIARY LIABILITY
 \$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

COVERAGE D - AUTOMOBILE LIABILITY and COVERAGE E - AUTOMOBILE PHYSICAL DAMAGE

This policy provides only those coverages where a designation symbol is shown under Covered Autos below. Entry of one or more of the symbols from Item 5 indicates the autos that are covered autos.

Coverages	Covered Autos	Limits
LIABILITY	<u>1,2,3</u>	\$300,000 PER PERSON FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT \$700,000 PER OCCURRENCE FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT \$1,000,000 PER OCCURRENCE FOR EACH OTHER LOSS \$500,000 PER PERSON/\$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF E INJURY
MEDICAL PAYMENTS	<u>1</u>	\$1,000 PER PERSON AND \$10,000 PER ACCIDENT
UNINSURED MOTORISTS	<u>1,2,3</u>	\$300,000 PER OCCURRENCE FOR BODILY INJURY AND \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE
COMPREHENSIVE	<u>1,2</u>	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)
COLLISION	<u>1,2</u>	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)

ITEM 5. DESCRIPTION OF COVERED AUTOMOBILES - DESIGNATION SYMBOLS

Symbol	Description
1	OWNED AUTOS ONLY. Only those autos you own, including those autos that you acquire during the coverage
2	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow, including any auto you lease, hire, rent, or borrow from any of your employees.
3	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business, including autos owned by your employees, but only while used in your business.

INSURED LA VERGNE, CITY OF *

Policy Number: PLI-0199-25

ITEM 6. DEDUCTIBLES

QUOTATION ONLY

COVERAGE A and COVERAGE B

GENERAL LIABILITY AND PERSONAL INJURY LIABILITY

\$1,000

PER OCCURRENCE

COVERAGE A and COVERAGE B

LAW ENFORCEMENT GENERAL LIABILITY AND PERSONAL INJURY LIABILITY

\$1,000

PER OCCURRENCE

COVERAGE C

ERRORS OR OMISSIONS LIABILITY

\$10,000

PER OCCURRENCE

COVERAGE D

AUTOMOBILE LIABILITY

\$1,000

PER OCCURRENCE

COVERAGE E

AUTOMOBILE PHYSICAL DAMAGE

Comprehensive

\$1,000

PER OCCURRENCE

Collision

\$1,000

PER OCCURRENCE

ITEM 7. RETROACTIVE DATE 1/1/1987

Coverages A, B, and C (Claims Made Basis) of this policy do not apply to bodily injury, property damage, personal injury offenses, or any act, error, omission, or violation of rights, privileges, or immunities that occurred before the retroactive date, if any, shown above. Some endorsements may have retroactive date exceptions that apply in lieu of the retroactive date shown here.

ITEM 8. FORMS, SCHEDULES, AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

Liability Policy Coverage Declarations 7-1-2022
Additional Named Insured Endorsement 7-1-2024
Employment Practices Liability Coverage Endorsement 7-1-2023
Privacy and Network Liability Coverage End 7-1-2022
Punitive-Exemplary Damages Endorsement 7-1-2023
Class Action Liability Coverage Endorsement 7-1-2017
Unmanned Aerial Systems Coverage Endorsement 7-1-2016
Uninsured-Underinsured Motorists Endorsement 7-1-2023
Auto Physical Damage Endorsement 7-1-2011
Auto Physical Damage Stated Value for Fire Departments 7-1-2022
Auto Physical Damage Stated Value for Utilities 7-1-2011
Liability Coverage Policy 2024



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.D. Approve Annual Contract with TDOT for the Maintenance of Murfreesboro Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Contract - TDOT - Maintenance of Murfreesboro Road

Summary:

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

Background Information:

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

Financial Summary:

The maximum amount La Vergne can receive from the state with this contract is \$29,564.46. The typical amount received each year for mowing and trash pickup is around \$5,000.00.

Staff Recommendation:

Staff recommends approval.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT – CITY OF LAVERGNE

PROJECT NO. TBD
CONTRACT NO. – CMA 2533
FISCAL YEAR – 2024-2025



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK ST
NASHVILLE, TN 37243-1402
(615) 741-2545**

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

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

Date: May 1st 2024

Re: City of LaVergne Maintenance Contract 2024-2025

Enclosed, you will find the new contract for Fiscal Year 2024-2025.

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

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

Thank you,

Matthew Eakes TDOT Team Lead District 39 East

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

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

Contractor Edison Registration ID # 0000001520
Contract #: CMA 2533

A. SCOPE OF SERVICES:

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

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

TN Department of Transportation
2099 Fayetteville Highway
Belfast, TN 37019

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

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

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

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

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

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

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

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

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

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

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Matthew Eakes, Team Lead District 39 East
State of Tennessee, Department of Transportation
2099 Fayetteville Highway Belfast, TN 37019
Matthew.eakes@tn.gov
Telephone # (931)-270-5030
FAX # (931)- 276-2333

The Contractor:

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

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

IN WITNESS WHEREOF,

CITY OF LaVERGNE:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH , GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

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

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

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

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

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

NOTE:

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

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

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

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

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

City of LaVergne- Mowing

Approved Mowing Reimbursement Per Acre:

\$ 50.00

Calculated Maximum Reimbursement (Mowing):

\$2,850.00

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

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

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

City Of LaVergne- Litter

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

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

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

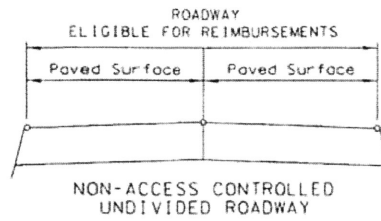


FIGURE 1A

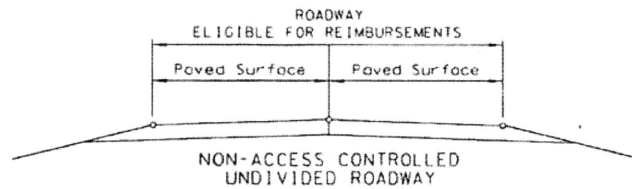


FIGURE 1B

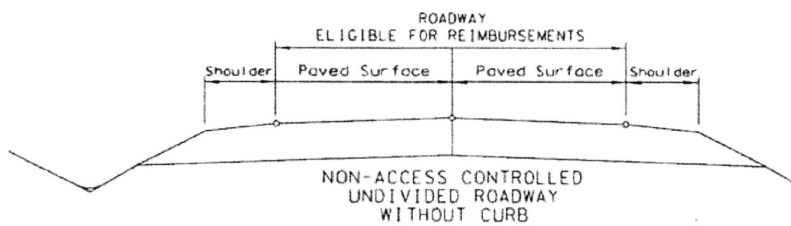


FIGURE 1C

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

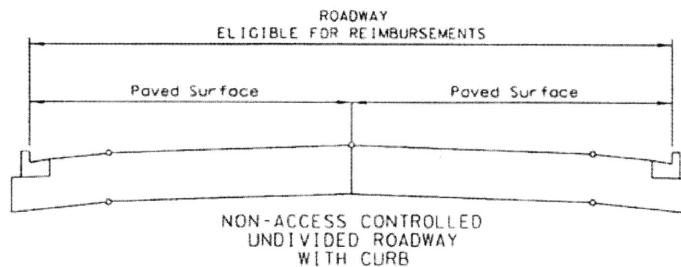


FIGURE 1D

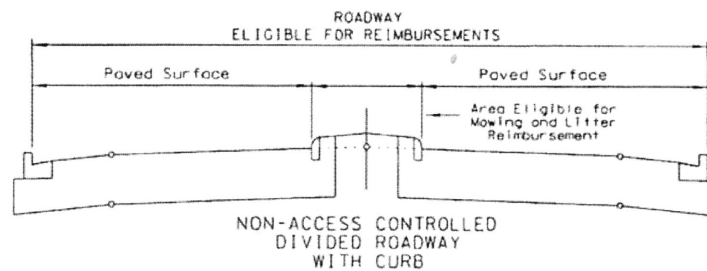
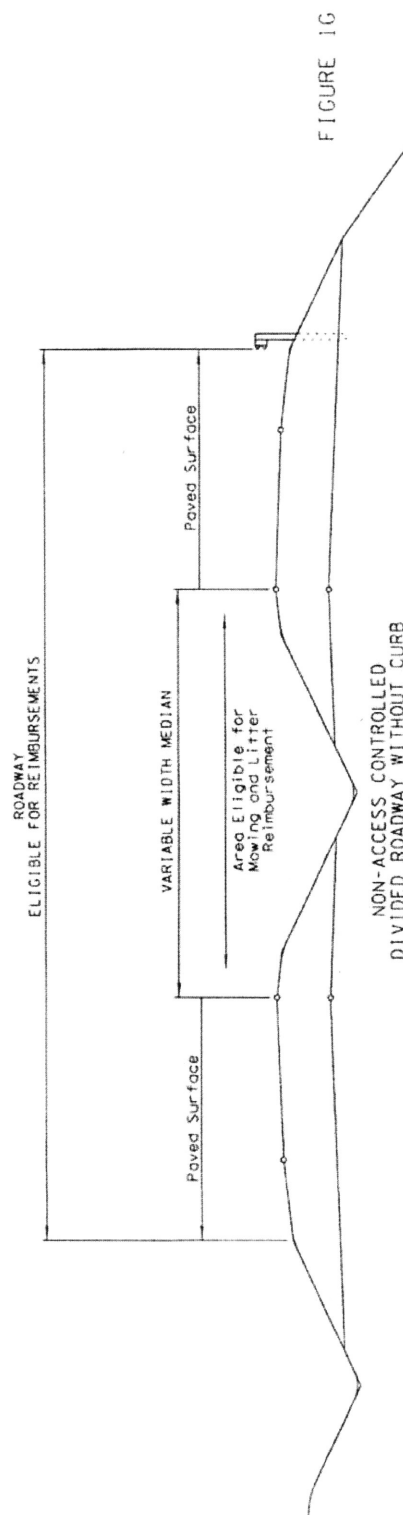
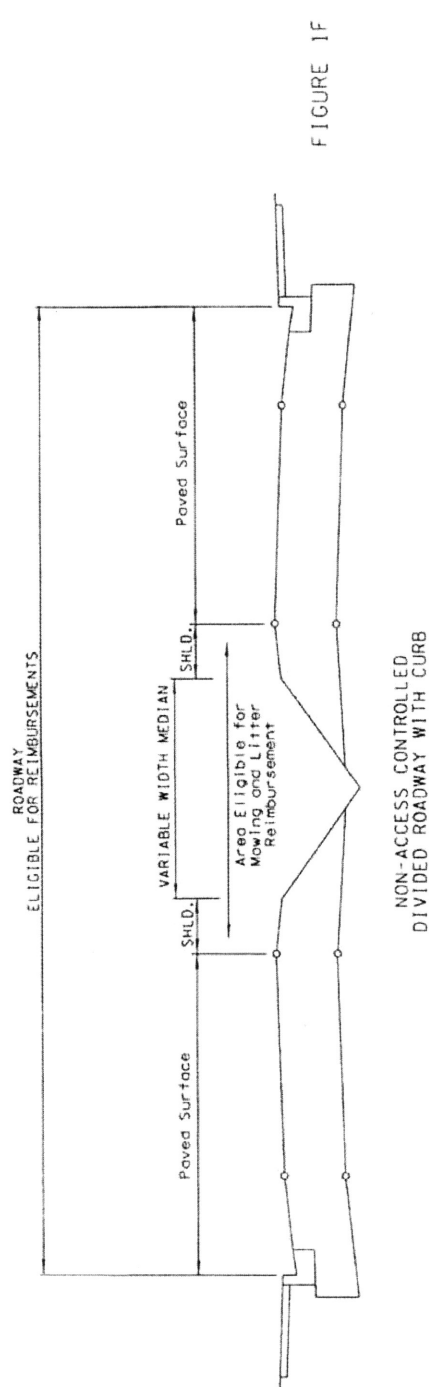


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



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

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

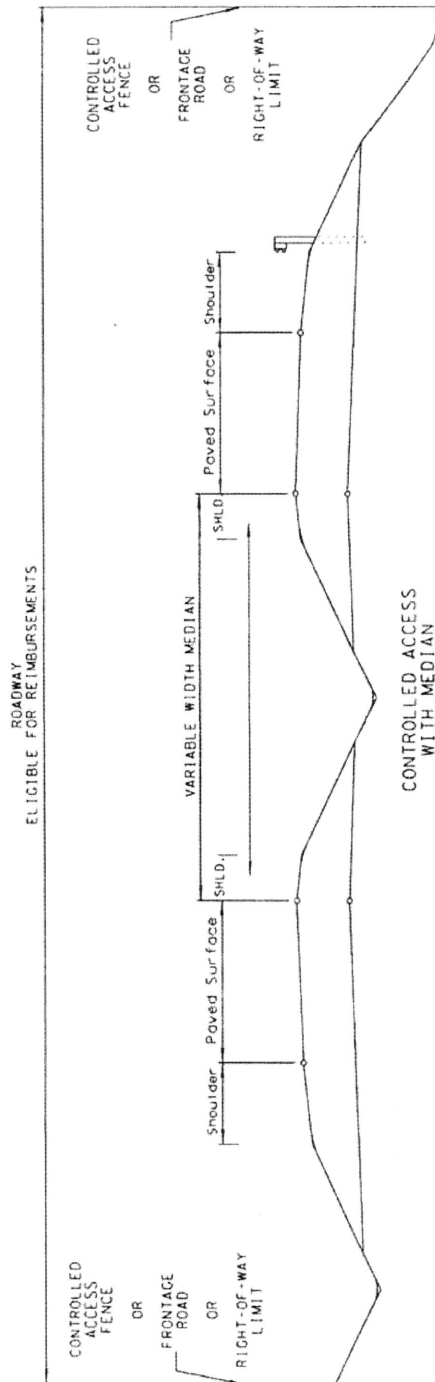


FIGURE 2A

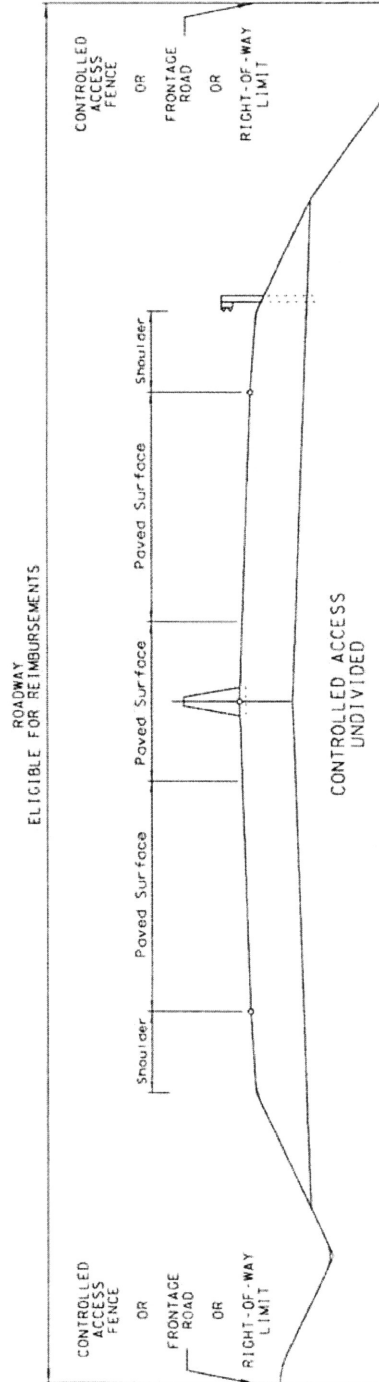


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2025 FISCAL YEAR

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

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2025 FISCAL YEAR

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

“EXHIBIT B”

CITY OF LA VERGNE

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2024 and ending June 30, 2025

Job Title Classification	Low Rate	High Rate
Public Works Director	\$48.68	\$67.35
Street Supervisor	\$30.93	\$42.80
Laborer II	\$19.66	\$27.20
Laborer III	\$22.02	\$30.46
Laborer IV	\$24.66	\$34.12



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.E. Approve a Contract from Kimley-Horn Engineering for Professional Asset Management Services.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Letter Agreement - Pavement Management Program

Summary:

This item will approve a contract agreement with Kimley-Horn for the pavement management program.

Background Information:

Staff is requesting approval of the contract with Kimley-Horn in order to proceed with the pavement management program. The city requested qualifications and proposals from qualified firms to which Kimley-Horn was awarded at the April 2, 2024, regular meeting.

Financial Summary:

The lump sum cost for this service is \$90,000. This is a budgeted item and funds for these services will be paid for out of the Street Department budget.

Staff Recommendation:

Staff recommends approval.



~~May 10, 2024~~

May 22, 2024

Michael Dietz
Public Works Director
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

Re: Letter Agreement for Professional Services for
Pavement Management Program
La Vergne, Tennessee

Dear: Mr. Dietz:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the City of La Vergne ("Client") for providing professional consulting services for the above referenced project.

Project Understanding

Based on the information provided, we understand that the Client wishes to execute an asset management program across the City's roadway network in the City of La Vergne. The project will involve use of automated data collection equipment that will result in an inventory of pavement conditions. After reviewing the City's roadway network and roadway functional classifications, we anticipate collection on a maximum of 177 miles of roadway. Data collected during the assessment will be used to populate an asset management system to help prioritize roadway maintenance and rehabilitation projects according to various funding scenarios.

Our Scope of Services, Fee, and Schedule are as follows:

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of monthly project status updates, preparing and distributing reports and memos, scheduling of review meetings and activities, and monthly project status reporting. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1- Project Meetings

Kimley-Horn will coordinate and facilitate an in-person kick-off meeting with the City of La Vergne upon Notice to Proceed. The purpose of this meeting will be to introduce the participants to the

project, review the project scope, and discuss key issues so they can be resolved early in the project planning process.

Kimley-Horn will coordinate and facilitate up to three additional project meetings during project execution. Progress meetings will be conducted virtually. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of La Vergne staff. Kimley-Horn will prepare and distribute meeting agendas and meeting minutes for each meeting as needed.

Task 1.2-Asset Management Workshop

Kimley-Horn will plan a stakeholder workshop with City personnel focused on understanding the City's current pavement maintenance and rehabilitation practices. The workshop will involve discussion on materials and treatment strategies used to maintain City roadways, unit costs for selected treatments, anticipated annual funding levels, traffic counts or typical traffic volumes, and other studies to be integrated into the asset management system. The workshop will also consist of a discussion of the Data Dictionary used to categorize pavement distresses and other assets in Task 2.

Deliverables from Task 1 include:

- Electronic copies of meeting agenda, draft meeting summary, and final meeting summary for each project meeting.
- Electronic submission of monthly progress reports and invoices.

Task 2 - Network Definition

This task involves the pre-field activities related to defining the roadway system inventory and specific data collection requirements. It also involves setup and configuration of the asset management system using City-specific parameters that will be used to analyze and interpret pavement condition data.

Task 2.1 - Roadway System Inventory and Network Definition

Prior to beginning data collection, Kimley-Horn will work with the City to develop an inventory of its existing roadway network that is consistent with the requirements of the data collection process. The basis of this inventory will be the shapefile of the existing roadway network provided by the City. In coordination with the City, Kimley-Horn will compile relevant inventory data related to roadway surface type, segmentation limits (to/from streets), lane widths, work history, and other maintenance and rehabilitation efforts. This process will result in a GIS shapefile with block-to-block linear segmentation while also identifying which roadway segments will be collected in both directions. Based on preliminary estimates, we anticipate data collection on a total of no more than 177 miles of City-maintained roadway.

Task 2.2- Data Collection Requirements

Data collection requirements will be memorialized in a Data Dictionary that defines the pavement distress types and severity levels that will be captured during data collection. The Data Dictionary will

be based on the ASTM D6433 Pavement Condition Index (PCI) standard and will be modified to meet the specific objectives of the City. All other asset types will be excluded from the initial extraction but can be included at a later time should the City wish to extract additional assets.

Task 2.3-Asset Management System Software Configuration

Kimley-Horn will customize its DRIVE software tool based on the customization parameters identified in Task 1. Treatment types and costs will be updated to reflect current City practices and available bid tabulation data. Up to five (5) budget options will be identified to illustrate the impacts of budget-driven or performance-driven targets. The software tool will be configured to accept pavement distress data delivered by International Cybernetics Company (ICC) in Task 3 and in accordance with the Data Dictionary developed in Task 2.2.

Deliverables from Task 2 include:

- Network inventory in .xlsx and .shp formats.

Task 3 - Data Collection and Integration

Kimley-Horn, through our subconsultant International Cybernetics Company (ICC), will complete a comprehensive pavement and asset data collection effort using high-speed automated equipment. Task 3 involves the collection, quality management, and integration of data and asset inventories into the AMS.

Task 3.1 - Asset Data Collection

Asset data collection will be coordinated with the City in advance of data collection according to the roadway network defined in Task 2.1. Data collection will be completed by ICC using its IrisPRO Pave data collection vehicles that are equipped with a laser crack measurement system (LCMS-2), inertial profiler, and Ladybug 5+ right-of-way imaging system. Data will be collected in accordance with ASTM D6433 standards and the Data Dictionary developed in Task 2 and approved by the City. Collection will generally occur in one direction for local/residential roadways and two directions for arterial/collector roadways. The City-approved network definition shapefile developed in Task 2 will indicate collection direction for in-scope roadways.

Task 3.2- Quality Management

To confirm pavement condition ratings, Kimley-Horn will verify pavement conditions using a two-step process. Using ICC's Inform software visualization tool, Kimley-Horn will review pavement distress types, severities, and extents to confirm that automated data collection processes are accurately characterizing pavement conditions. Kimley-Horn will review data from approximately 25 miles of roadway as part of this review. In the second step, Kimley-Horn will perform a visual verification of pavement conditions using trained pavement inspectors on no more than 5% of the network. City personnel are invited to participate in this secondary review to affirm pavement conditions and related treatment recommendations. Asset locations will also be confirmed during this review to ensure spatial accuracy with the geo-referenced inventory data.

Task 3.3 - Data Integration

Upon confirmation of the pavement distress data and asset inventory data, Kimley-Horn will populate the DRIVE asset management system database with condition and inventory information. The integration process will contain final confirmation of parameters related to treatment types, local cost data based on recent paving contracts, maintenance trigger values, and budget constraints that will be used when conducting various budget scenarios. Pavement performance models will be developed based on current conditions, surface type, functional classification, and past work history. During this process, additional shapefiles may be incorporated into the database for visualization during the project development process.

Deliverables from Task 3 include:

- Condition results in .xlsx and .shp formats.

Task 4 - Reporting

Kimley-Horn will analyze collected pavement condition data to develop a practical, data-driven roadway maintenance and repair plan using the asset management system software tool. In addition to 'Do Nothing' and 'Unlimited Funding' scenarios, up to five (5) budget-driven or performance-driven scenarios will be considered in the analysis. Results from the analysis will be presented to the City in an Executive Summary.

Task 4.1 – Reporting

Kimley-Horn will develop an Executive Summary that discusses the data collection methodology, data collection results, budget analysis scenarios, and maintenance and repair priorities. The report will summarize both pavement and asset inventories while providing recommendations on strategies for structuring a pavement and asset management program over the next 5 years. Kimley-Horn will provide draft and final versions and assumes that one round of non-conflicting comments will be reflected in the final version of the Executive Summary.

In addition to the report documents, Kimley-Horn will deliver final GIS shapefiles and map packages to the City containing relevant roadway and asset inventories. Files will be provided in .SHP and .MPK file formats and will be suitable for integration into the City's existing GIS platform.

Deliverables from Task 4 include:

- Final report
- Final GIS shapefiles and map packages in .SHP and .MPK formats

Task 5 – Capital Improvement Plan Development

A 5-year capital improvement proposed plan will be developed based on the results of the condition assessment in Task 3 and analysis in Task 4. Years 1-5 of the plan will include recommendation of specific projects, locations, and estimated planning-level material costs for each of the five years.

A cost-benefit value (CBV) analysis in the DRIVE software will be used to initially prioritize the pavement repair needs and is based on the current condition of the asset, unit cost for the selected treatment, AADT or functional class, and the life gained from the treatment. The objective of the capital plan development is to maximize funding for the best benefit. The CBV analysis, based on a target funding level as discussed in Task 4, will yield the “raw” pavement repair work plan for five years. Kimley-Horn will then build a practical plan from the basis of the raw five-year output in DRIVE. This may include adjusting treatment types and timing to provide a plan that is efficient, logical, and meets the overall needs of the City. The raw output and draft five-year plans will be discussed with the City to develop a final five-year plan.

Deliverables from Task 5 include:

- Draft multi-year capital plan in .pdf and .xlsx formats.
- Final multi-year capital plan in .pdf and .xlsx formats.

Task 6 – DRIVE Software & Training

Kimley-Horn will provide a user login for the City to access the DRIVE software (Database for Roadway Inventory Visualization and Evaluation). DRIVE incorporates a user-interface (UI) for maintaining repair and treatment data as well as exporting and viewing data. DRIVE also has pavement repair and analysis capabilities to develop pavement repair work plans. Budget scenarios from Task 4 and the initial five-year plan from Task 5 will be viewable in DRIVE, along with condition and inventory data. Shifting future needs may require changes to the City’s five-year paving plan. DRIVE allows the user flexibility to dynamically update the capital plan and provides relevant data and viewing dashboards in order to make informed decisions.

Following the initial configuration and data integration into DRIVE, Kimley-Horn will meet with the City to demonstrate software features and functions with the goal of providing City staff with the training to operate the system independently. Kimley-Horn will provide City staff with training for operation of the DRIVE software, up to 2 hours in a virtual meeting. The software will be web-based and allow for users to access the site remotely. The initial DRIVE software licensing period will remain in effect for one (1) year after initial logins are provided and can be renewed by the City annually should it wish to do so.

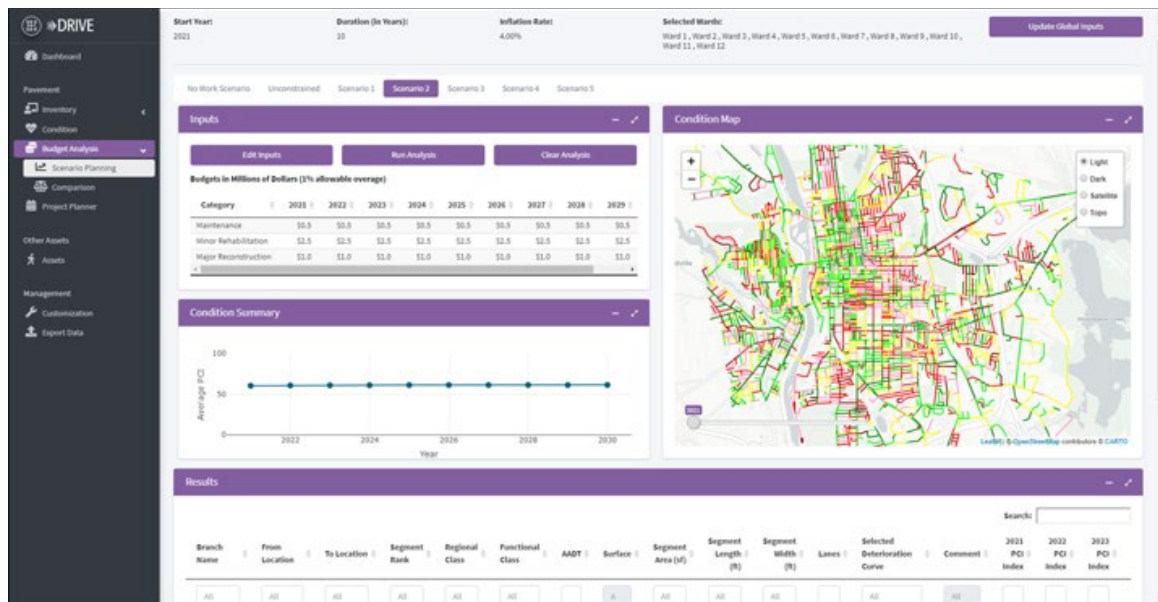


Figure 1: Example DRIVE Software Platform

Deliverables from Task 6 include:

- 1-year access for one login to the DRIVE web-based platform.

DRIVE software license renewal will be available at a cost of \$2,000 per year. Technical support for the DRIVE software can be available for an hourly rate of \$195/hour.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Geotechnical investigations, including coring and boring
- Ground-penetrating radar (GPR) investigations
- Non-destructive testing (NOT)
- Structural inspections on bridges
- Pavement condition evaluations beyond the scoped mileage of 177 miles
- Pavement design services
- Pavement distress viewer using ICC Connect software
- DRIVE software licensing after 1 year
- Extraction of other assets from right-of-way imagery
- Public meetings
- Others as requested by the City

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable. Upon notice to proceed and contract execution, Kimley-Horn is prepared to initiate the field data collection effort within 30 days of notice to proceed and begin preliminary asset management system integration following the completion of the assessment. The remaining schedule will be distributed at the kick-off meeting and can be modified as needed to meet a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the Scope of Services in Tasks 1 - 6 for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$9,900
Task 2 Network Definition	\$6,700
Task 3 Data Collection and Integration	\$41,100
Task 4 Reporting	\$15,700
Task 5 Capital Improvement Plan	\$7,300
Task 6 DRIVE Software and Training	\$9,300
Tasks Subtotal (Tasks 1-6, Total Lump Sum)	\$90,000

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of La Vergne, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Rachel Robinson

Title: Project Manager

Signed: 

Printed Name: Jake Panter

Title: Project Manager

[City of La Vergne]

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
MODIFIED STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth in the attached Exhibit A ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** This Agreement may be terminated by either party upon seven days' written notice. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or

conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

15) Construction Phase Services.

- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
- b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

- 16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 17) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT A

SOFTWARE LICENSE AGREEMENT

Last updated: March 22, 2022

*This Software License Agreement (including any applicable Order, this “**Agreement**”) governs Licensee’s access to and use of Kimley-Horn Technology Solutions, Inc. (“**KHTS**”) software, which is provided or otherwise made available by KHTS or by an authorized KHTS reseller (“**Reseller**”).*

*This Agreement is a legally binding contract between KHTS and the licensee accepting this Agreement (“**Licensee**”) by either: (a) signing this Agreement or signing an Order that refers to this Agreement, (b) clicking on an “Accept” button or otherwise indicating acceptance of this Agreement when accessing the Software or Service, and/or (c) using the Software or Services. The individual accepting this Agreement on behalf of Licensee represents that he or she has the authority to enter into this Agreement and bind Licensee.*

If Licensee does not agree to be bound by the terms of this Agreement, then KHTS does not grant Licensee a license to the Software.

1. Definitions

The following defined terms have the meanings indicated below. Other capitalized terms have the meaning assigned to them elsewhere in this Agreement.

(a) “**Authorized User**” means any current Licensee employee or contractor who is provided access to the Software in accordance with this Agreement and the Documentation.

(b) “**Documentation**” means the user manuals, operating manuals, and/or other documentation delivered or otherwise made available by KHTS for use with the Software and the Services.

(c) “**Hosted Services**” means delivery of the Software to Licensee on a hosted, software-as-a-service basis.

(d) “**KHTS Content**” means content and data owned by KHTS, a KHTS affiliate, or their suppliers, and that is provided to Licensee through the use of the Software.

(e) “**Licensee Data**” means all data uploaded or otherwise provided to KHTS by Licensee and its Authorized Users by or through use of the Software.

(f) “**Licensee-Supplied Components**” mean the data sources, third-party software, hardware, connectivity, minimum internet speeds, and other items that Licensee provides or is required to provide for use of the Software. The Licensee-Supplied Components are specified in the Documentation, the Order, and/or the Statement of Work.

(g) “**License Term**” means the term for the license as specified in the Order.

(h) “**On-Premise License**” means a license for Licensee to use the Software on Licensee premises or in a secure cloud infrastructure controlled by Licensee, or at a location(s) mutually agreed by the parties in the Order.

(i) “**Order**” means an order form, proposal, statement of work, or other document that is signed or electronically accepted by KHTS (or by its Reseller or agent) and Licensee, that references this Agreement and that specifies as applicable the Software, the License Term, whether the Software is licensed for use as a Hosted Service or as an On-Premise License, any Services provided, fees, usage limitations, and other terms and restrictions.

(j) “**Technical Services**” mean the setup, training, implementation, custom integration, custom report building, and other technical services provided by KHTS or Reseller, as agreed by the parties in an Order.

(k) “**Services**” mean, collectively and as applicable, the Hosted Service, the Technical Services, and the Support and Maintenance Services.

(l) “**Software**” means the proprietary KHTS software products that are agreed in an Order to be licensed under this Agreement, as well as all new releases, enhancements, updates and error corrections thereto, and all Custom Developments, provided to Licensee under this Agreement and including all associated KHTS Content and Documentation. For clarity, Licensee will have no rights to any new Software modules or enhancements that are separately priced by KHTS or its Reseller unless Licensee has paid for and acquired for licenses to such new Software modules/enhancements.

(m) “**Statistical Data**” means statistical, meta, usage and other operational data and information related to Licensee’s use of the Software and Services, including statistical and performance information related to the provision, operation or improvement of the Software and Services. Statistical Data will not include any personally identifiable information.

(n) “**Support and Maintenance Services**” mean the support and maintenance services provided under this Agreement.

2. License and Related Terms

(a) License. Subject to the terms of this Agreement including the payment of all applicable fees, KHTS hereby grants Licensee the non-exclusive, non-transferable, and non-sublicensable right and license to use and access the Software (in executable code form only) and the Services during the License Term solely for the internal purposes of Licensee. The Order may contain limitations on the number of Authorized Users, locations of the Software, number of licensed instances of the Software, the projects with which the Software may be used, and/or other limitations on Licensee’s use of the Software. Licensee agrees to use the Software and Services in compliance with all applicable laws, the Documentation, the Order, and this Agreement. Licensee has no right to use test or “sandbox” instances of the Software unless expressly specified in the Order. Licensee may use and access Hosted Services solely through the website(s) specified by KHTS.

(b) Authorized Users and Access Controls. Licensee may authorize its employees and contractors to be Authorized Users, per the procedures in this Agreement and the Documentation. Licensee shall use commercially reasonable efforts to prevent unauthorized access to the Software, and is responsible for identifying and authenticating all Authorized Users, for approving access by Authorized Users to the Software, for controlling against unauthorized access by Authorized Users, and for maintaining the confidentiality of usernames, passwords and account information for Authorized Users. Licensee shall be fully responsible for use of the Software by Authorized Users and their compliance with all applicable laws, the Documentation, and the terms of this Agreement. Licensee is responsible for authorizing Authorized Users and for revoking authorization if Authorized Users no longer work for Licensee.

(c) Restrictions. The Software and Services may be used solely by Authorized Users for lawful purposes. Licensee shall not (and will not permit any Authorized User or third party to): (a) use the Software or Services to store or transmit infringing, libelous, malicious, or unlawful materials, including any malicious code, viruses, worms, trojan horses, attacker tools or programs that are intended to compromise the confidentiality, integrity, or availability of the data, applications, or operating system of any computer system; (b) use the Software or Services for any unlawful purpose; (c) interfere with or disrupt the integrity or performance of the Software or Services or related data; (d) attempt to gain unauthorized access to the Software or Services or related data, systems or networks; (e) modify, adapt, reverse engineer, decompile, translate or disassemble the the Software or Services in whole or in part; (f) create or develop any products or services that compete with the Software or Services; (g) use the Software or Services or any output thereof for the benefit of or for performing work for any third party; or (h) access, use, copy, modify or distribute any KHTS Content other than through the interfaces supplied by the Software. For On-Premise Licenses only, Licensee may make a reasonable number of backup copies of the Software, but otherwise Licensee may not make any copies of the Software.

(d) Updates. Licensee acknowledges and agrees that KHTS may, from time to time, modify and update the Software and Services. No update to the Software or Services will materially reduce, in the aggregate, the functionality in the Software or Services as of the Effective Date. In some cases, Technical Services and associated fees will be required in order to deploy updates for On-Premise Licenses. For Hosted Services, KHTS will perform updates outside of normal business hours (9:00 am – 5:00 pm on non-holiday weekdays, eastern time). Licensee agrees to install updates for On-Premise Licenses within a reasonable time after receipt of the updates (not to exceed 60 days).

(e) Licensee Obligations. Licensee shall: (i) be responsible for the Licensee-Supplied Components, whether operated directly by Licensee or through third-party service providers, including all systems and databases that connect with or interface to the Software or Services; (ii) be responsible for the accuracy and completeness of all Licensee Data; (iii) employ physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to prevent unauthorized access to or use of the Software or Services; (iv) notify KHTS immediately of any unauthorized access to or use of the Software or Services, or any other known or suspected breach of security, and (v) use reasonable efforts to immediately stop unauthorized access to the Software or Services that is known or suspected by Licensee.

(f) Feedback. Licensee grants to KHTS the irrevocable, perpetual, royalty-free, transferable, and sublicensable right to use feedback regarding any suggested improvements to the Services and/or Software provided by Licensee for any purpose, including without limitation to modify, supplement, or improve the Services and/or Software, without payment or compensation to Licensee.

(g) Access. As reasonably necessary for KHTS to provide Services and/or to confirm Licensee's compliance with the terms of this Agreement, Licensee will provide KHTS with access to Software deployed per an On-Premise License, using a VPN (virtual private network) or other agreed means of access.

(h) Third-Party Software and Data Sources. The Documentation contains information on certain open source and other third-party software that is included with or incorporated into the Software ("**Third-Party Software**"). For On-Premise Licenses, certain open source Third-Party Software is licensed directly by Licensee pursuant to the public licenses associated with such software. KHTS PROVIDES THIRD-PARTY SOFTWARE TO LICENSEE "AS IS." The Software may also interface with or receive data from third-party software and services (the "**Data Sources**"). Notwithstanding anything to the contrary herein, KHTS makes no warranties or commitments regarding the operation of any Data Source or the availability, reliability or accuracy of any data supplied by Data Sources.

(i) Software Communications and License Keys. The Software for On-Premise Licenses may include product activation and other technology designed to prevent unauthorized use and copying. This technology may cause the Software and associated hardware to automatically connect to an KHTS-hosted license server on a continual basis, may rely on license keys, and may prevent uses of the Software that are not permitted. Licensee consents to the transmission of Software usage information to KHTS and to KHTS' use of license keys and other technology designed to prevent unauthorized use and copying, and Licensee agrees not to circumvent or attempt to circumvent any such anti-copying mechanisms.

(j) Evaluation and Trial Licenses. If Licensee validly obtained a limited evaluation or trial or other no-fee license for the Software ("**Evaluation Software**") in the Order, KHTS grants Licensee a personal, non-exclusive and non-transferable license to use, for the term of the evaluation/trial license and up to the quantity of licenses specified in the Order for the evaluation/trial, the executable code of the Evaluation Software solely for internal testing and evaluation and/or trial use. **Section 9(b) below does not apply to Evaluation Software. Evaluation Software is provided "AS-IS", without warranty of any kind.**

3. Services

(a) Services Provider. The provider of Services may be either KHTS or Reseller, as specified in the Order. The term "KHTS" in this Section 3 shall mean either KHTS or Reseller, as applicable.

(b) Technical Services. As set forth in an agreed Order, KHTS will provide Technical Services for Licensee. All Technical Services will be subject to the terms of this Agreement. If Licensee requests additional Technical Services, and KHTS agrees to provide such Technical Services, then KHTS will provide such Technical Services at KHTS' then-current rate, unless other fee arrangements have been agreed upon.

(c) Expenses. Licensee shall reimburse KHTS for all reasonable, pre-approved expenses incurred by KHTS in connection with this Agreement, including but not limited to mileage, airfare, lodging, and meals.

(d) Support and Maintenance Services. Subject to Licensee's payment of the applicable fees, and to the extent that the Order specifies that KHTS will provide Support and Maintenance Services, KHTS will provide Licensee with Support and Maintenance Services in accordance with the terms at <URL>, as may be updated from time to time (the "**Support Terms**").

| Licensee Cooperation. Licensee shall reasonably cooperate with KHTS and its suppliers in the delivery of Services hereunder, including by providing KHTS and its suppliers with timely approvals and access to Licensee's technical personnel, information, systems, and other items as reasonably requested by KHTS in connection with the delivery of Services.

(f) Subcontractors. KHTS may use subcontractors to provide the Services. KHTS will be fully responsible for any breach of this Agreement by any KHTS subcontractors.

4. Term and Termination

(a) License and Services Term. This Agreement and the Order will remain in effect until terminated as set forth herein. The Order shall specify the License Term and/or the term for any Services. A License Term may be either perpetual or for a limited period (e.g., three years). If a limited term is specified for the license or for Services, then such term shall automatically renew after the initial term for successive annual renewal terms, unless either party provides written notice of termination to the other party at least three (3) months prior to the end of the then-current term. License/Services fees and other costs may be increased, or renegotiated by the parties, for any renewal term.

(b) Breach. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured after thirty (30) days written notice.

(c) Bankruptcy. Either party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reconstruction, or merger), or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within sixty (60) days after filing.

(d) Suspension. KHTS may suspend the Services, in whole or in part, or suspend Licensee's access to the Software, without liability, if: (a) Licensee is interfering with or disrupting the integrity or performance of the Software or Services or related data or is otherwise in material breach of this Agreement in a manner causing problems with the delivery of the Software or Services to Licensee or any other licensee; (b) KHTS reasonably believes Licensee's use of the Software or Services violates applicable law or KHTS is otherwise required to suspend Licensee's access to the Software or Services by a law enforcement agency or court order; (d) there is an attack or a security incident affecting the Software or Services or an event occurs that KHTS reasonably believes poses a threat to the integrity or security of the Services; (e) an Authorized User fails to comply with this Agreement or attempts to use the Software or Services beyond the scope of the rights granted or for a purpose not authorized, including access that is reasonably suspected to be fraudulent, misleading or unlawful, or (f) KHTS or its Reseller does not receive fees relating to the delivery of the Software or Services not disputed in good faith when due and does not cure such failure within ten (10) business days after written notice thereof. During any suspension, the Services and/or Software may not be available in whole or in part and Licensee may not have access to Licensee Data. KHTS or its Reseller may include in any invoice Licensee's or Reseller's continuing fees during a suspension. KHTS shall have no liability for any damage or other consequences that may result from a suspension.

(e) Surviving Terms. Termination of this Agreement will not affect any accrued rights or liabilities of either party. The following sections of this Agreement shall survive termination or expiration of this Agreement: 1 (Definitions); 5(e) (Surviving Terms), 5(f) (Return and Deletion of Licensee Data), 5(g) (Payment Obligations on Termination), 6 (Fees and Payment), 7 (Intellectual Property); 8 (Confidentiality); 10(c) (Warranty Disclaimer); 11 (Limitation of Liability); 12 (Assignment); 13 (Entire Agreement), and 16 (Additional Terms). Within five (5) business days after termination of this Agreement, Licensee shall return or erase all copies of all Software and Documentation provided by KHTS to Licensee hereunder that are in Licensee's possession or control.

(f) Return and Deletion of Licensee Data. Upon Licensee's request made within thirty (30) days after termination of this Agreement, and for a mutually agreed fee, KHTS will deliver to Licensee or its designees a copy of Licensee Data held by KHTS in a Hosted Service, in a mutually agreed format. Unless otherwise agreed in writing by the parties or required by applicable law, KHTS will delete and erase all Licensee Data in KHTS' possession or control after thirty (30) days after termination of this Agreement. Notwithstanding the foregoing, Licensee acknowledges that KHTS' backup systems may automatically retain backup copies of Licensee Data. To the extent that KHTS' backup systems create backup copies of Licensee Data, KHTS may retain such backup copies for the period that KHTS normally retains such backup copies. These backup copies are subject to the provisions of this Agreement until they are destroyed or erased.

(g) Payment Obligations on Termination. Upon termination, Licensee shall promptly pay all outstanding amounts due under this Agreement up to the effective date of termination. In addition, if this Agreement is terminated

by KHTS per Section 5(b) or 5(c), or if Licensee terminates this Agreement without cause, then all subscription and/or license fees due for the remainder of the License Term or Services term shall become immediately due and payable by Licensee as liquidated damages, without any further demand by KHTS or Reseller. The parties acknowledge that KHTS' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of KHTS' potential losses.

5. Fees and Payment.

Except to the extent otherwise set forth in the Order, the following fee and payment terms shall apply:

(a) Fees and Payment Terms. Licensee shall pay KHTS or Reseller the amounts set forth in the Order. All payments under this Agreement shall be: (i) due within thirty (30) calendar days of receipt of invoice, (ii) made in United States dollars and (iii) non-refundable. All payments not submitted when due (except for payments timely disputed in good faith) will be subject to interest at the rate of 1% monthly, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. If Licensee disputes any invoice amounts, it must do so in good faith, provide KHTS or Reseller with reasons for such dispute within thirty (30) calendar days of receipt of the invoice, pay any undisputed portion of such invoice, and negotiate with KHTS or Reseller in good faith a resolution of such dispute.

(b) Taxes. Licensee shall pay all federal, state, local and other taxes based on this Agreement or the Services, excluding taxes based on KHTS' and Reseller's net income. If Licensee claims tax-exempt status for any purpose in connection with this Agreement, Licensee represents and warrants that it is a tax-exempt entity and will provide KHTS or Reseller upon request with a correct copy of Licensee's tax-exempt certification.

6. API Terms

(a) API Limits. The Software may include one or more application programming interfaces and/or software development kits ("API's"). KHTS may, from time to time, set and update limits on Licensee's usage of the API's, including limits on API calls and requests and access to data (the "**API Limits**"). The API Limits will be described in the Documentation and may be updated from time to time. Licensee agrees to comply with all API Limits and further agrees that it will not use the API's in a manner that constitutes excessive or abusive usage, or otherwise is in breach with the terms of this Agreement. Licensee agrees not to use the API's in a manner that competes with the Services or the Software, or that provides API functionality to third parties. Licensee will not circumvent or attempt to circumvent any API Limits.

(b) Updates. KHTS may update the API's from time to time without notice to Licensee. Licensee acknowledges and agrees that such updates may cause issues with any scripts, code or programs previously written with use of the API's (the "**Licensee Code**"), and that it is Licensee's sole responsibility to update any Licensee Code. KHTS does not guarantee backwards compatibility when it updates the API's.

(c) Indemnification for API Usage. To the extent permitted by Tennessee law, Licensee shall defend, indemnify, and hold KHTS harmless arising from all loss, damages, claims, actions, proceedings and expenses arising out of or related to Licensee's and/or any Authorized Users' use of Licensee Code. KHTS has no liability or responsibility for mistakes or actions caused by Licensee Code, and/or any errors, misuse or unintended use associated with Licensee's or any Authorized User's use of the API's or Licensee Code.

7. Intellectual Property

(a) Ownership. Licensee agrees that KHTS and its third-party licensors and suppliers own all right, title and interest, including copyright, patent, trademark, trade secret, and all other intellectual property rights, in the Software, Services, and Statistical Data (including the look and feel, algorithms, database structures, methodologies, and know-how associated with the Services and Software) and any and all copies. All Services and Software updates made available to Licensee under this Agreement shall be deemed part of the Services and Software and shall be subject to the terms of this Agreement.

(b) Developments. If KHTS or its Reseller creates any modified or new Software, Documentation, or other software-related items, improvements or enhancements (“**Developments**”) for Licensee (“**Custom Developments**”), Licensee agrees that KHTS shall own and retain all right, title and interest in such Custom Developments. Custom Developments will be subject to the same license grant provided to Licensee in this Agreement for use of the Software and same License Term. If Licensee creates any Developments that are based on or otherwise interface with the Software (“**Licensee-Created Developments**”), Licensee shall own and retain all right, title and interest in such Licensee-Created Developments, and Licensee grants KHTS a worldwide, nonexclusive, royalty-free right and license to use and copy the Licensee-Created Developments as necessary to provide Services for Licensee. In addition, Licensee acknowledges and agrees that KHTS may create and make available to its other licensees Software updates and Developments that contain the same or similar functionality as Licensee-Created Developments, and Licensee agrees not to assert any rights against KHTS to prevent or restrict the foregoing. Licensee further acknowledges and agrees that Licensee-Created Developments may require an ongoing active license to KHTS Software in order to be functional.

(c) Licensee Data. Licensee shall own and retain all intellectual property rights in and to Licensee Data. Licensee hereby grants to KHTS and as applicable Reseller a nonexclusive, royalty-free license during the Term to use, process and transmit Licensee Data for the purpose of providing the Services to Licensee. Licensee represents and warrants that it has obtained all consents and licenses required for KHTS use, collect, store and transmit Licensee Data in connection with the Services.

(d) Notices. Licensee agrees to reproduce all copyright and other notices in each copy of the Documentation and Software made by Licensee, and further agrees not to modify or delete any such notices in the Documentation and Software.

(e) Certification and Inspection. Licensee agrees that within thirty (30) days of a written request from KHTS or KHTS’ authorized representative, Licensee will certify that Licensee’s use of the Software and Services conforms to this Agreement and will provide supporting documentation.

8. Confidentiality

(a) The confidentiality provisions in this section 8 shall only apply to the extent permitted by Tennessee law.

(b) Definition. “**Confidential Information**” means any information or data (including any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement. Confidential Information of KHTS includes, but is not limited to, the Software, as well as the structure, organization, design, algorithms, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; and KHTS’ non-public pricing, sales, implementation, and training materials and procedures. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of this Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records. The terms of this Agreement (including information relating to the negotiation of this Agreement) is the Confidential Information of KHTS.

(c) Confidentiality Obligations. A receiving party agrees: (i) to hold the disclosing party’s Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to use, disclose, or copy the Confidential Information. Without limiting the foregoing, Licensee shall disclose and allow access to the Software and Services only for the purpose of supporting Licensee’s license to use the Software and Services. Licensee acknowledges that KHTS may use Licensee’s Confidential Information for the proper management and administration of KHTS, including use for quality improvement, enhancement of products, support, and system maintenance purposes. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure. Without limiting any of the foregoing, Licensee expressly acknowledges and agrees that it shall not permit any third party, nor any employee, representative or agent thereof, that develops, markets or licenses software or services with functionality similar to the functionality of the Services or Software to have access to the Services or Software or to any trade secrets and confidential information therein.

(d) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that such party may have at law or in equity.

(e) Termination. Upon the termination or expiration of this Agreement, the receiving party will either return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party.

9. Warranty

(a) Authority. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) KHTS Warranties. KHTS warrants: (i) that the Software will substantially conform to the specifications contained in the applicable Documentation for a period of thirty (30) days after the Software is available for Licensee use, and (ii) that the Services will be provided in a professional and workmanlike manner. Any allegation of breach of a warranty in this Section 9(b) must be made within thirty (30) days after availability of the Software or delivery of Services, respectively, and Licensee's sole remedy shall be as applicable correction of the Software and/or re-performance of such Services.

(c) Licensee Warranty. Licensee warrants that Licensee has all necessary rights to provide KHTS with access and use of the Licensee Data and the Licensee-Supplied Components, as necessary for KHTS to provide Services to Licensee.

(d) Disclaimer. KHTS does not warrant that the Software or Services will operate uninterruptedly or error-free or will be completely secure. Licensee is solely responsible for the Licensee Data, including its accuracy and completeness. The KHTS Content may contain nonconformities, defects, errors, or omissions. The successful operation of the Software and Services is dependent on Licensee's delivery of the Licensee-Supplied Components and use of proper procedures and systems. KHTS is not responsible for errors or issues with any third-party software or systems not supplied by KHTS, including with respect to data communications issues with such software and systems. Licensee acknowledges that KHTS and its suppliers do not control the transfer of data over telecommunications facilities, including the Internet, and that Internet accessibility carries with it the risk that Licensee's privacy, confidential information and property may be lost or compromised. The Software may consist of tools that assist with engineering tasks. Licensee acknowledges and agrees that the Software does not substitute for any engineering analysis and design, and KHTS does not provide engineering services. Licensee is solely responsible for verification of results obtained from the Software. KHTS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL ACHIEVE ANY SPECIFIC RESULT, WILL MEET LICENSEE'S NEEDS, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, KHTS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF LICENSEE USAGE IN THE TRADE OR BY COURSE OF DEALING.

10. LIMITATION OF LIABILITY. LICENSEE AGREES THAT THE AGGREGATE LIABILITY OF KHTS, ITS RESELLER, AND ANY OF THEIR SUPPLIERS RELATING TO THIS AGREEMENT, THE SOFTWARE, AND THE SERVICES SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT RELATING TO THE SOFTWARE OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE RELEVANT CAUSE OF ACTION ACCRUED. IN NO EVENT SHALL KHTS, ITS RESELLER, OR ANY OF THEIR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COVER, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; ANY DAMAGES BASED ON INJURY TO PERSON OR PROPERTY OR DEATH; OR ANY LOST SALES, PROFITS OR DATA, EVEN IF KHTS IS TOLD THAT ANY OF SUCH DAMAGES MAY OCCUR. THE FEES CHARGED UNDER THIS AGREEMENT ARE CALCULATED WITH SPECIFIC REFERENCE TO THE LEVEL OF LIABILITIES UNDERTAKEN BY KHTS AND RESELLER HEREUNDER.

11. Indemnification

(a) **KHTS Indemnification.** KHTS, at its expense, shall defend or at its option settle any third-party action, suit or proceeding brought against Licensee which alleges that Licensee's authorized use of the Software infringes any third party copyright, trademark or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, and shall pay damages finally awarded against Licensee and any settlement amount related thereto agreed in writing by KHTS, provided that (i) Licensee notifies KHTS promptly in writing of the claim, (ii) KHTS has sole control of the defense and all related settlement negotiations, and (iii) Licensee provides KHTS with all reasonable assistance, information and authority to perform the above at KHTS' expense. Licensee shall have the right to participate in the defense or settlement with counsel of its own choosing at Licensee's expense. The foregoing indemnity shall not apply to the extent that the alleged infringement is attributable to: (1) the combination of the Software with any products or services not provided by KHTS, (2) modification to the Software by Licensee or its agent, (3) use of the Software outside the permitted license rights in this Agreement, (4) use of Software by Licensee after being provided with an update to such Software that Licensee is made aware avoids the infringement issue, (5) any third-party code contained within the Software, (6) Licensee Data, or (7) Licensee's specifications or instructions. THIS SECTION STATES KHTS' SOLE LIABILITY TO LICENSEE WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

(b) **Licensee Indemnification.** To the extent permitted by Tennessee law, Licensee, at its expense, shall defend or at its option settle any third-party action, suit or proceeding brought against KHTS arising from or related to Licensee's use of the Software or Hosted Services and shall pay damages finally awarded against KHTS and any settlement amount related thereto agreed in writing by Licensee, unless such claim is covered by Section 11(a) above or arises due to KHTS' breach of this Agreement, provided that (i) KHTS notifies Licensee promptly in writing of the claim, (ii) Licensee has sole control of the defense and all related settlement negotiations, and (iii) KHTS provides Licensee with all reasonable assistance, information and authority to perform the above at Licensee's expense. KHTS shall have the right to participate in the defense or settlement with counsel of its own choosing at KHTS' expense.

12. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided that either party may assign its rights and obligations under this Agreement without consent to (a) any affiliate of such party, or (b) any party acquiring all or substantially all of the assets or stock, by merger or otherwise, of such party or the relevant division of such party. Any permitted assignee must agree in writing to be bound by the terms of this Agreement.

13. **Entire Agreement.** The parties agree that this Agreement, including the Order and all terms incorporated herein by reference, is the complete and exclusive statement of the agreement between KHTS and Licensee, and supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. KHTS may from time to time update terms and other documents incorporated by reference herein, so long as those updates does not materially reduce any KHTS commitments therein. KHTS will use reasonable efforts to provide Licensee with notice of material changes to such terms or documents, which notice may be email or through a notice in the Hosted Service or Licensee support portal. In the event of any conflict between the terms of an Order and the terms of this Agreement, the terms of the Order shall take precedence. Except as expressly set forth herein, this Agreement may be modified only by means of a written amendment signed by authorized representatives of each party. The terms of any purchase order submitted by Licensee will not operate to modify or supplement any terms of this Agreement. The parties agree that there are no intended third-party beneficiaries under this Agreement.

14. **Independent Contractor.** The parties are independent contractors, and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf.

15. **Apple iOS Terms.** The terms in this Section apply only to the extent that the Software is an app on an Apple iOS device (e.g., iPhone or iPad).

(a) This Agreement is between Licensee and KHTS only, and not with Apple. In the event that this Agreement provides usage rules that are less restrictive than the Usage Rules set forth for apps in, or otherwise are in conflict with, the Apple App Store Terms and Conditions (which Licensee acknowledges it has had an opportunity to review), then the Apple App Store Terms and Conditions shall take precedence.

(b) KHTS, not Apple, shall be solely responsible for any warranties herein. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the app, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be KHTS' sole responsibility.

(c) To the extent Licensee has any claim relating to the app, (a) KHTS, not Apple, is responsible for addressing any claims by Licensee or any third party relating to the app or Licensee's possession and/or use of the app, including: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation, and (b) in the event of any third party claim that the app or your possession and use of the app infringes that third party's intellectual property rights, to the extent that KHTS is required to provide indemnification under applicable law, KHTS, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Nothing in this Section shall be deemed an admission that Licensee may have any such claims.

(d) The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon Licensee's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Licensee as a third-party beneficiary thereof.

16. Additional Terms

(a) Force Majeure. Except for Licensee's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by events outside of its reasonable control, including the occurrence of, war, pandemic, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure of the Internet, failure of KHTS' service providers that are not reasonably preventable by KHTS, act of any government affecting the terms hereof, explosion, flood or other act of God.

(b) Choice of Law. This Agreement shall be construed in accordance with the internal laws of Tennessee without regard to its choice of law provisions, and all disputes shall have exclusive venue in the federal and state courts in Davidson County, Tennessee, and both parties consent to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect. In any action brought by a party related to this Agreement, the prevailing party shall be entitled to collect from the other party its reasonable litigation costs and attorney's fees and expenses.

(c) Logo. Licensee agrees that KHTS may use Licensee's name and logo as part of a customer list in connection with KHTS' and as applicable Reseller's marketing activities, including on KHTS' and Reseller's web site. Any other publicity, press release, or case study involving Licensee and KHTS must be agreed in writing by the parties.

(d) Export. Licensee acknowledges that the Software, Services and related technical data are subject to export restrictions under United States law. Licensee agrees to comply with all applicable United States and international export and import control laws, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments.

(e) Waiver; Severability; Counterparts. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

(f) HIGH RISK APPLICATIONS. THE SOFTWARE AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD

DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). KHTS and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Applications.

(g) Government End-Users. Each of the Services, Software, Documentation, and related items are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

(h) Notices. All notices under this Agreement shall be in writing and shall be given by: (i) delivery in person; (ii) a nationally recognized next day courier service, (iii) first class, registered or certified mail, postage prepaid, return receipt requested or (iv) e-mail, provided that there is confirmation of receipt. Notices to KHTS will be sent to 421 Fayetteville St, Suite 600, Raleigh, North Carolina, 27601, or by email to khts@kimley-horn.com. Notices to Licensee will be to the address or email specified in the Order. All notices shall be effective upon receipt by the party to which notice is given. Each party may change its address for receipt of notice by giving notice of such change to the other party.

(i) Including. When the term "including" is used in these Terms, it shall be interpreted to mean "including, without limitation," so that the items after the term "including" are understood to be illustrative only and not a complete list.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.F. Approve Change Order No. 5 with Romach Construction Company for the Construction of the New Fire Station #41 / Headquarters.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Change Order #5 - Romach Construction - Fire Station #41

Summary:

The Fire Department is requesting approval of a Change Order No. 5 from Romach Construction Company

Background Information:

This change order provides the following items:

- Item 1 - additional fees for electrical requirements for low voltage work
- Item 2 - additional fees for site remediation in the rear parking areas of the site
- Item 3 - additional fees for site remediation in the front apparatus bays and the parking areas
- Item 4 - additional fees for improved ceiling tiles
- Item 5 - provides an additional 38 days on the contract for substantial completion. This specific item is a result of the front apparatus doors being delayed in delivery. The final contract date will be July 16, 2024.

Financial Summary:

The change order amounts will be deducted from the remaining contingency. The total amount taken from contingency will be \$66,920.38.

Staff Recommendation:

Staff recommends approval.



Johnson + Bailey Architects P.C.

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

CHANGE ORDER NO. 5

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

CHANGE ORDER NO: 5

DATE: May 24, 2024

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

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: October 13, 2022

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

ITEM 1: This item covers the additional electrical requirements that were added to the Project in order to meet the needs of the Owner supplied low voltage installer. These items were included via ASI No: 3 dated April 9, 2024. Items included in ASI No:3 are additional pathways at various locations, core drilling of walls and slabs, and additional junction boxes. This items also covers the supplying and installation of ceiling mounted cord reels in the apparatus bays beyond what was shown on the construction documents. This item also covers a wiring change in order to coordinate with the diesel vehicle exhaust system. See attached itemization from Romach dated , 2024

DEDUCT FROM CONTINGENCY.....\$15,322.12

ITEM 2: This item covers additional site remediation work undercut and backfill that was required by the third party testing agency. As described in attached GTA reports dated 4/24/24 and 4/30/24, this item covers an area at the rear of the site under the rear parking at approximately 94 cubic yards. All pricing is based on unit pricing set in the Contract for Construction. See attached cost itemization from Romach dated May 7, 2024.

DEDUCT FROM CONTINGENCY.....\$10,679.84

ITEM 3: This item covers additional site remediation work undercut and backfill that was required by the third party testing agency. As described in the attached GTA report dated 5/02/24, this item covers several areas that required remediation work in order to create a suitable substrate for the proposed paving and curbs. These area were located at the front of the facility and were under the parking and main entrance off of Old Nashville Hwy and comprised an area of about 328 cubic yards. All pricing is based on unit pricing set in the Contract for Construction. See attached cost itemization from Romach dated May 23, 2024.

DEDUCT FROM CONTINGENCY.....\$35,493.80

ITEM 4: This item covers supplying tegular drop edge ceiling tiles in lieu of the flat lay-in ceiling tiles that were specified as approved by Owner. See attached cost itemization from Romach dated May 24, 2024.

DEDUCT FROM CONTINGENCY.....\$5,424.62

**SEE ATTACHMENTS
CONTINUED ON FOLLOWING PAGE**

La Vergne Fire Rescue Department
Station No: 41
Change Order No: 5
May 24, 2024
Page 2 of 2

ITEM 5: This item covers shifting the date of Substantial Completion to July 16, 2024 as discussed at the last OAC meeting. The facility cannot be deemed Substantially Complete by the City Codes reviewers until all elements are installed and operational. This additional time is in regards to the expected delivery date and installation time of the main apparatus bay doors. It has been documented that the Contractor has made every effort to push the manufacturer to speed up production and delivery of these door systems starting in October of last year. The manufacturer has been unable to speed up the process and the doors are scheduled to be on site around the end of June. The Contract time was extended a total of 38 days to accommodate expected delivery, installation, and programing time.

DAYS ADDED TO CONTRACT.....38

TOTAL DEDUCT FROM CONTINGENCY.....\$66,920.38

Not valid until signed by both the Owner and Architect.

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

The original Contract Sum was	\$11,512,100.00
Net change by previously authorized Change Orders	- \$107,416.28
The Owner Contingency Included in Contract Sum.	\$981,818.00
Amount Deducted from Contingency to Date.	\$275,001.50
Owner Contingency Requested this Change Order	\$66,920.38
Remaining Owner Contingency after this Change Order	\$639,896.12
The Contract Sum prior to this Change Order was	\$11,404,683.72
The Contract Sum will be unchanged by this Change Order	\$0.00
The new Contract Sum including this Change Order will be	\$11,404,683.72
The Contract Time will be modified by	Thirty Eight (38)Days
The Date of Substantial Completion as of the date of this Change Order therefore is	July 16, 2024

Johnson + Bailey Architects P.C.

ARCHITECT

BY

John T. Trail, AIA

DATE: May 24, 2024

Romach, Inc.

CONTRACTOR

BY

Nathan Morgan, Vice President

DATE:

The City of La Vergne

OWNER

BY

Jason Cole, Mayor

DATE:

ATTACHMENTS:

1. Romach Cost Itemization dated April 18, 2024 With VanDeVoorde Services backup documentation and sketches of additional requirements. Four pages.
2. Architect's Supplemental Instructions No:03 dated April 9, 2024. Two pages
3. Romach Cost Itemization dated May 7, 2024. With backup GTA reports. Four Pages.
4. Romach Letter and Cost Itemization dated May 23, 2024. With backup GTA reports. Seven Pages.
5. Romach Cost Itemization dated May 24, 2024. One Page

Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	18-Apr-24
Description:	ASI 03 - Low voltage raceways and cord reels and wiring change to deisel exhaust controllers	Proposal Number:	ASI 03

[illegible]

Material subtotal \$0.00			Labor Subtotal \$0.00		
Sales Tax 9.25% \$0.00			30.00% Labor Burden \$0.00		
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up \$0.00		Subcontract Costs \$14,306.37
Material Costs Including Sales Tax Subtotal from \$0.00		Equipment Subtotal from Page \$0.00	Labor Costs Including Mark-Up from Page \$0.00		Subcontract Costs from Page \$0.00
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up Subtotal \$0.00		Subcontract Costs Subtotal \$14,306.37

	Material		\$0.00
	Equipment		\$0.00
	Labor		\$0.00
	M+E+L -- Subtotal		\$0.00
	10% Overhead		\$0.00
	(M+E+L)*10 % OH -- Subtotal		\$0.00
	Subcontract Costs		\$14,306.37
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal		\$14,306.37
	5% PROFIT		\$715.32
	(((M+E+L)*10% OH)*5% Profit) -- Total		\$15,021.69
	Bond	2%	\$300.43
	Total Cost		\$15,322.12

LaVergne Fire Station : ASI #3 Lavergne Fire Station
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$2,642.53
Quotes	0.00
Sales Tax (9.75%)	257.65
Total Material	\$2,900.18
Labor	
Direct (70.61 hours @ \$80.00)	\$5,648.80
Non-Productive Labor	75.00
Total Labor (71.61 hours)	\$5,723.80
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$8,623.98
Overhead (10.00%)	862.40
Profit (5.00%)	474.32
Job Total	\$9,960.70
Actual Bid Price	\$9,960.70
Material to Direct Labor ratio: 0.34	
Prime Cost per square foot	\$0.32
Job Total per square foot	\$0.37
Actual Bid Price per square ft	\$0.37
Labor cost per square foot	\$0.21
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$1,336.72
Net Profit %	4.76

LaVergne Fire Station : LVFS Cord Reels
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$382.38
Quotes	1,524.00
Sales Tax (9.75%)	185.87
Total Material	\$2,092.25
Labor	
Direct (10.00 hours @ \$80.00)	\$800.00
Non-Productive Labor	75.00
Total Labor (11.00 hours)	\$875.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$2,967.25
Overhead (10.00%)	296.73
Profit (5.00%)	163.20
Job Total	\$3,427.18
Actual Bid Price	\$3,427.18
Material to Direct Labor ratio: 0.72	
Prime Cost per square foot	\$0.11
Job Total per square foot	\$0.13
Actual Bid Price per square ft	\$0.13
Labor cost per square foot	\$0.03
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$459.93
Net Profit %	4.76

LaVergne Fire Station : LVFS diesel exhaust controller

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$86.69
Quotes	165.00
Sales Tax (9.75%)	24.54
Total Material	\$276.23
Labor	
Direct (5.55 hours @ \$80.00)	\$444.00
Non-Productive Labor	75.00
Total Labor (6.55 hours)	\$519.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$795.23
Overhead (10.00%)	79.52
Profit (5.00%)	43.74
Job Total	\$918.49
Actual Bid Price	\$918.49
Material to Direct Labor ratio: 0.38	
Prime Cost per square foot	\$0.03
Job Total per square foot	\$0.03
Actual Bid Price per square ft	\$0.03
Labor cost per square foot	\$0.02
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$123.26
Net Profit %	4.76



City Center
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 - Fax 615 890 4564

Architect's Supplemental Instructions

Project: La Vergne Fire Department
Station No: 41 Headquarters
The City of La Vergne

ASI No: 03

Date: 04/09/2024

Contractor: Romach, Inc.
170 Reynolds Road
Franklin, TN 37064

Architects's Project No: 1805

Contract For: New Construction

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Time. Additional Cost is anticipated and records should be maintained documenting the additional requirements added to the Project contained herein. You are instructed to proceed with the work so as not to cause delay and to coordinate with Owner's Low Voltage Installer as required for seamless integration of systems.

Additional Requirements

Reference: Drawing E3.1 and E3.2

Additions : Additional conduit and pathways for data cabling in the Apparatus Bays. These conduits will support three systems. 1) The Access Control System requires additional conduits from the existing stub-out locations to an existing pathway through the main wall. 2) The Station Alerting System requires additional conduits from two of the existing stub-out locations for the speakers to an existing pathway through the main wall, 3) The Camera monitoring System will require junction boxes and conduit from the locations shown on the attached sketch plan back to an existing pathway through the main wall.

There are also three other pathways shown on the attached plan that shall be installed to facilitate the installation of the low voltage cabling.

The addition of the elements above have been discussed and located on site and were given verbal permission to be incorporated into the project at meetings held on March 14, 2024 and April 1, 2024.

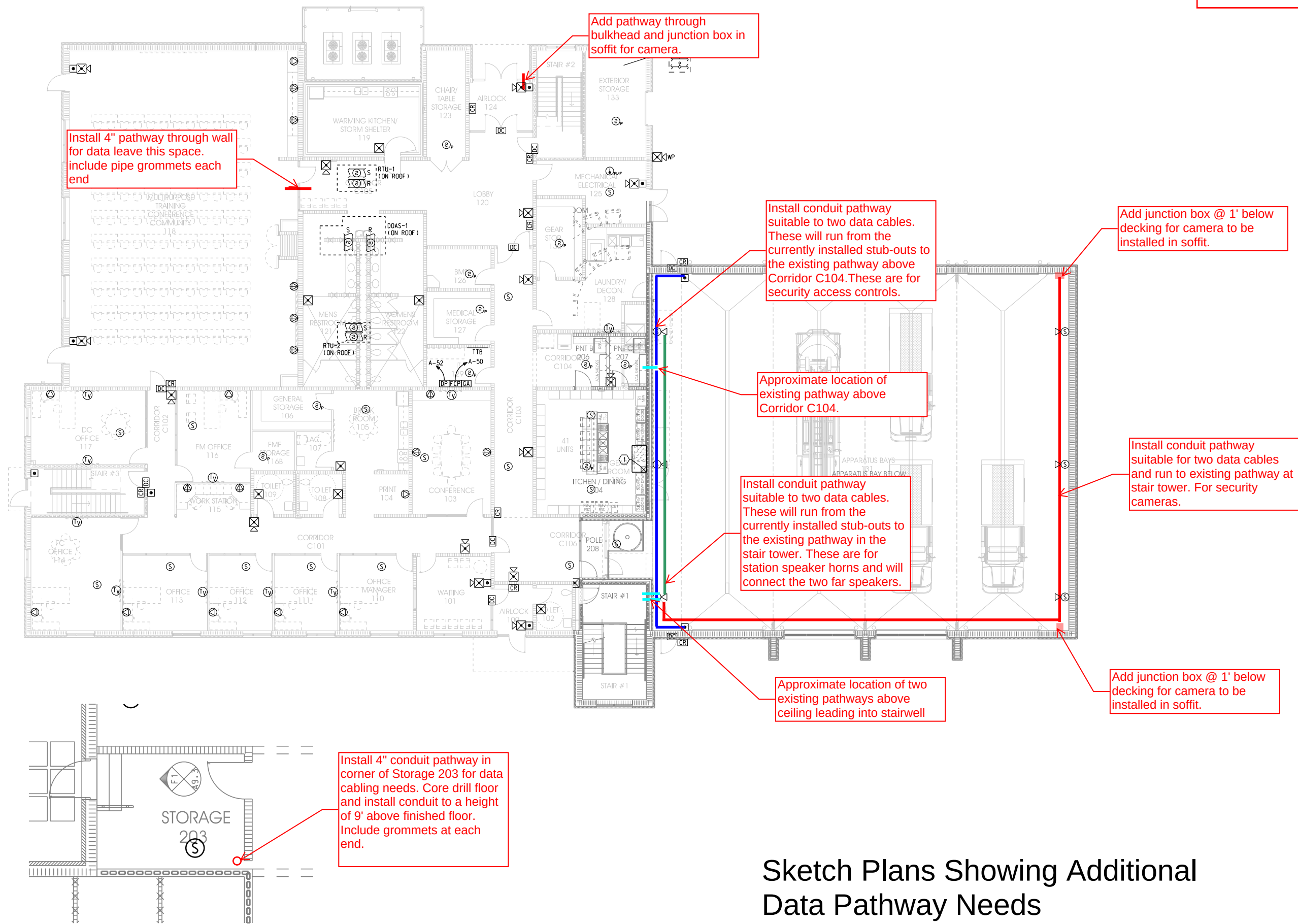
Issued By: Johnson + Bailey Architects, P.C.

A handwritten signature in black ink, appearing to read 'John Trail'.

John T. Trail, AIA
Vice-President

Attachments: Sketch Plan Sheet - Showing Additional Pathway Needs, Dated: 04/09/2024

Distribution: Romach, Inc. - Nathan Morgan
(via e-mail) Romach, Inc. - Steve Kroll
LVRD - Ronny Beasley
LVRD - Nick Matthews



Partial Second Floor Plan

Sketch Plans Showing Additional
Data Pathway Needs
04/09/2024

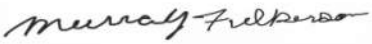
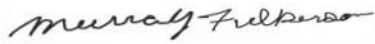
Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	07-May-24
Description:	Undercut and Backfill	Proposal Number:	

[illegible]

Material subtotal	\$0.00			Labor Subtotal	\$0.00		
Sales Tax 9.25%	\$0.00			30.00% Labor Burden	\$0.00		
Material Costs Including Sales Tax Subtotal	\$0.00	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	\$10,470.43
Material Costs Including Sales Tax Subtotal from	\$0.00	Equipment Subtotal from Page	\$0.00	Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
Material Costs Including Sales Tax Subtotal	\$0.00	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	\$10,470.43

	Material		\$0.00
	Equipment		\$0.00
	Labor		\$0.00
	M+E+L -- Subtotal		\$0.00
	10% Overhead		\$0.00
	(M+E+L)*10 % OH -- Subtotal		\$0.00
	Subcontract Costs		\$10,470.43
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal		\$10,470.43
	5% PROFIT		\$0.00
	(((M+E+L)*10% OH)*5% Profit) -- Total		\$10,470.43
	Bond	2%	\$209.41
	Total Cost		\$10,679.84

Daily Field Report			
		Page:	1 of 1
Report Date:	04/24/2024	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086
Results of Inspection:	No deficiencies included in this report		
Summary of Field Activities			
Plans Referenced:			
Weather Conditions:	72°F Partly cloudy		
Job Tasks:	Other		
The Writer was on the project site to observe proof rolling of the exposed subgrade at the northern portion of the lower rear parking area. The exposed subgrade was observed under the loads imposed by a fully loaded tandem axle dump truck. Two areas of pumping and rutting was observed. The areas were marked out and measured 40'x22' and 45'x16'. The Writer recommended the areas be excavated approximately 18" deep or to stable subgrade. The excavations should be backfilled using surge stone or on site rock if available. The stone should be densified by a vibratory roller. The contractor was informed of today's observations. GTA will be notified when the backfilling is complete. Distribution: John Trail (Johnson + Bailey Architects P.C.) Nathan Morgan (Romach Construction) Raymond Westmoreland (Romach Construction) Trent Latta (Latta Structural Engineering, LLC.) Revisions: Revised by Murray Fulkerson on 05/03/2024, spelling corrected			
Submitted By: 		Reviewed By: 	
Printed Name: Murray Fulkerson		Printed Name: Murray Fulkerson	

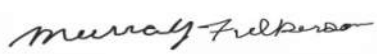
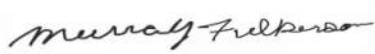
Daily Field Report			
		Page:	1 of 2
Report Date:	04/29/2024	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086
Results of Inspection:	No deficiencies included in this report		
Summary of Field Activities			
Plans Referenced:			
Weather Conditions:	72°F Cloudy		
Job Tasks:	Other		
The Writer was on the project site to observe proof rolling operations at the rear parking area. The area observed today was the northern portion of the lower parking area. The exposed subgrade appeared to be surge stone and on site rock material. The areas had previously been noted as unstable. The contractor had excavated the areas to stable subgrade and backfilled them. The area was densified by repeated passes of a vibratory smooth drum roller. The areas were observed under the dynamic loads of a tandem axle dump truck. No pumping or rutting was observed and should be considered stable. Distribution: John Trail (Johnson + Bailey Architects P.C.) Nathan Morgan (Romach Construction) Raymond Westmoreland (Romach Construction) Trent Latta (Latta Structural Engineering, LLC.)			
Submitted By: 		Reviewed By: 	
Printed Name: Murray Fulkerson		Printed Name: Murray Fulkerson	



Image / Photo			
Report #:	54876	Page:	2 of 2
Report Date:	04/29/2024	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086



densifying subgrade



area observed



Northwest portion

John Trail

From: Nathan Morgan <nmorgan@romachconst.com>
Sent: Friday, May 24, 2024 11:03 AM
To: John Trail
Subject: La Vergne Fire Station - Undercut and Backfill Front Parking and Drives
Attachments: RFP - Undercut and backfill front parking and drives per GTA - Pricing.pdf; Proofroll 5-02-24 - Undercut and Backfill.pdf

John,

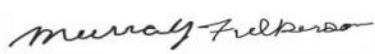
Attached is the cost for the undercutting and backfill at the front parking and drives. Also attached is the report from GTA documenting the areas.

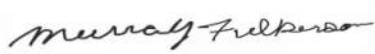
You may want to note, the quantities in GTA's report totals 581 cy of undercutting. We only undercut a total of 328 cy before we got to good stable material. GTA was present and passed the proof roll at that point. This saved La Vergne over \$25,000.

Nathan Morgan



Office: (615) 794-8228
nmorgan@romachconst.com

Daily Field Report			
		Page:	1 of 5
Report Date:	05/02/2024	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086
Results of Inspection:	Deficiencies included in this report		
Summary of Field Activities			
Plans Referenced:			
Weather Conditions:	62°F Partly Cloudy		
Job Tasks:	Concrete Field Testing, Proofroll/Subgrade Observations		
The GTA representative was on site for the following: The sampling and observation of concrete placement of 120 cubic yards of 4000 psi concrete for parking lot slab Garage Area along northeast face of building. Concrete observed on this date did not appear to be placed in accordance with the project drawings in regard to slump. Maximum allowable slump in accordance with tickets is 6 inches. Slump tested at 6 (first set, within acceptable range) and 6.5 (2nd set, outside of acceptable range)inches. Contractor was notified. Truck remained on site and continued pouring. Two sets of 5 cylinders were cast for compressive strength testing. Air content, weight, temp and mix design met specifications. Proof roll was performed via observation of material as a fully loaded tandem axle truck was driven in passes across the graded areas between the building and Old Nashville Road (Front Parking area). Material response included apparent rutting and pumping. Remediation was recommended including the removal of 18 to 24 inches of material with depths varying in correlation to severity of reactions, to be replaced with lifts of shot rock. Contractor agreed and provided estimated dimensions for intended material removal: 65 by 72 foot section, removing 2.0 feet of material 50 by 30 foot section, removing 2.0 feet of material 28 by 20 foot section, removing 1.5 feet of material 62 by 25 foot section, removing 1.5 feet of material 10 by 10 foot section, removing 1.5 feet of material Distribution: John Trail (Johnson + Bailey Architects P.C.) Nathan Morgan (Romach Construction) Raymond Westmoreland (Romach Construction) Trent Latta (Latta Structural Engineering, LLC.)			
Submitted By:		Reviewed By:	
			
Printed Name: Kenneth Whitty		Printed Name: Murray Fulkerson	

Concrete Field Testing & Placement Report													
					Page:		2 of 5						
Report Date: 05/02/2024					Project #:		31230764						
Client: Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130					Project:		Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086						
Mix Data													
Supplier: Nashville Ready Mix					Specified Strength:		4,000		psi at		28		days
Mix #: 4451LF5					Slump:		4.00" to 6.00"		Air:		4.0% to 6.0%		
Type: Normal Weight					Does not comply with approved mix design								
Field Data (ASTM C31/C31M)													
Specimen Dimensions: 4x8					Observed Volume Placed:		10.0		cubic yards				
Structure Placed: Concrete Pavement					Total Volume Placed:		120.0		cubic yards				
Location of Pour: Garage Area along northeast face of building													
Subgrade: was inspected prior to the pour, see subgrade report for details													
Contractor: Dennis Concrete													
Set #	# of Samples	Ticket #	Vol. (cu yd)	Unit Weight (pcf)	Slump (in) ^a	Air Content (%) ^b	Sample Temp (°F) ^c	Air Temp (°F)	Water Added (gal)	Batch Time	Time Cast	Truck Empty Time	
1	5	54454	10.0	149.60	6.00	4.0%	75 °F	62 °F	0.00	06:40 AM	07:34 AM	07:20 AM	
2	5	72075	70.0	150.00	6.50	4.5%	80 °F	71 °F	0.00	08:28 AM	09:12 AM	09:00 AM	
Set #	Sample Location							Admixtures		Lab Break Summary			
										No. Specimen per set	Break Age		
1	Garage Area along northeast face of building									1	7 days		
2	Garage Area along northeast face of building									3	28 days		
										1	Reserve		
NOTE: All samples recorded on this report will follow the same break schedule as stated above. ^a ASTM C143 ^b ASTM C231 ^c ASTM C1064													
Remarks													
Submitted By:  Printed Name: Kenneth Whitty Reviewed By:  Printed Name: Murray Fulkerson													

Proofroll Test Report / Subgrade Prep Report

	Page: 3 of 5
Report Date: 05/02/2024	Project #: 31230764
Client: Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project: Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086

Field Data

Equipment Used:	a loaded six wheel dump truck
Observation Location & Remarks:	Proofroll was performed on southwest area of site between the garage area and Old Nashville Road. Significant pumping and rutting were observed. Contractor was advised to remove between 18 and 24 inches of material and replace with shot rock.
Subgrade Material:	brown and gray clay
Top Soil/Roots Removed (in) :	Surface Material (Asphalt/Concrete) Removed (in):

Observation Results

Based on the observations, the exposed materials for the locations proofrolled appeared to be soft and unstable at the following locations.

Location and size of failed areas

Area #1	See pictures for details
Area #2	28x20x1.5

Recommendations

☒ Additional exploration required/recommended
Remediation of the unstable areas was discussed and will be performed at a later date as follows.
- Undercut the unstable areas approximately 24" and backfill with Shot Rock

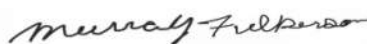
Proofroll performed minimum 10 feet offset or minimum 1 foot horizontal per 1 foot vertical fill (whichever is greater). If not, describe constraints.

Submitted By:



Printed Name: Kenneth Whitty

Reviewed By:



Printed Name: Murray Fulkerson

Image / Photo			
Report #:	56471	Page:	4 of 5
Report Date:	05/02/2024	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086



Rebar layout where concrete pour would occur



Pour location during application

Image / Photo			
Report #:	56471	Page:	5 of 5
Report Date:	05/02/2024	Project #:	31230764
Client:	Johnson + Bailey Architects P.C. 100 East Vine Street, Suite 700 Murfreesboro, TN 37130	Project:	Lavergne Fire Station No 41 283 Old Nashville Highway Lavergne, TN 37086



Truck used to perform proofroll



Proofroll material responded with rutting



Area of Proofroll



More of proofrolled area



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.G. Approve Quote from Tyler Technologies for the Enterprise Permitting and Licensing Decision Engine Module.

Department: Codes

Presented By: Joe White

Item Attachments: 1. Quote - Tyler Technologies - Decision Engine

Summary:

This is an additional annual contract for Decision Engine. This will simplify the online permit application process for customers.

Background Information:

This is the annual contract for the Decision Engine digital permitting guide that integrates with the EnerGov software we currently use.

Financial Summary:

There will be a \$580.00 monthly fee. The total annual fee is \$6,960.00. This will be in addition to what we are currently paying for EnerGov and EnerGov Assist.

Staff Recommendation:

Staff recommends approval.

ENTERPRISE PERMITTING & LICENSING

Decision Engine



SIMPLIFY COMPLEX PROCESSES

Shield constituents and developers from often complex and intimidating local ordinances



GUIDE APPLICANTS

Navigate constituents through the development entitlement, permitting, and licensing application and approval processes



SAVE STAFF RESOURCES

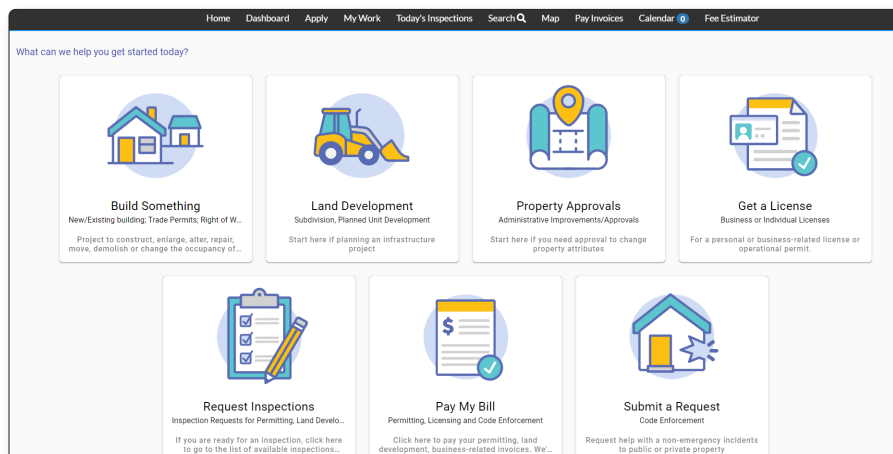
Reduce the time staff spends answering applicant questions and correcting incomplete or inaccurate applications

While local ordinances and regulations are essential to protect the well-being of your community, they can make permitting and licensing a challenge for constituents. **Decision Engine is a digital permit guide** that seamlessly integrates with Tyler's Enterprise Permitting & Licensing software to navigate applicants through the seemingly complex development entitlement, permitting, and licensing application and approval processes — shielding them from the complexity.

Through a simple interface, **applicants can navigate through thousands of lines of ordinance in minutes to arrive at the appropriate permitting or licensing task**, whether it's applying, renewing, paying, requesting a meeting or inspection, or just providing more information.

KEY FEATURES

- Captures your community's unique ordinances and regulations
- Leverages existing sites and portals, routing applicants to all needed info for a work type
- Uses intuitive card selections that dynamically branch to the appropriate outcome
- Navigates users between application types in community development, licensing, tax, or code enforcement requests
- Offers a custom page builder to help you guide applicants through more complex processes



By **empowering your constituents** to accurately apply for and complete permitting and licensing tasks without relying on your agency, your staff can spend less time answering questions and fixing incomplete or error-ridden applications.

...continued on back

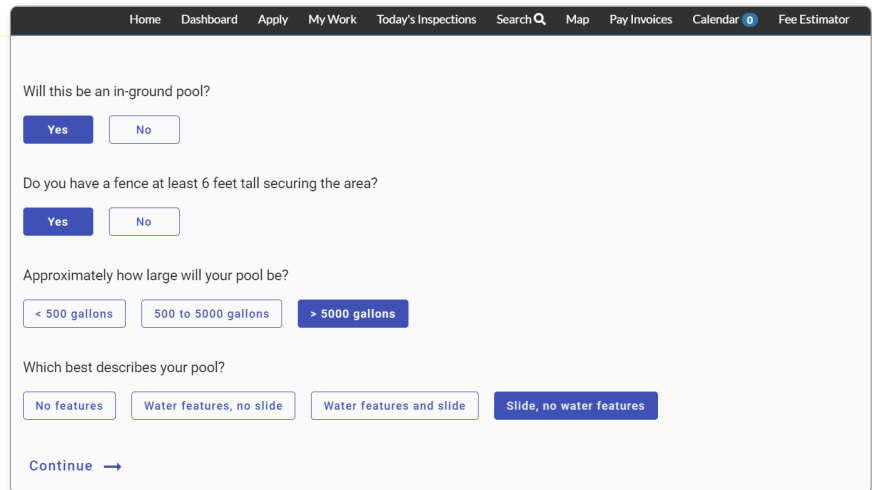
SIMPLE, FLEXIBLE ADMINISTRATION

Decision Engine is easily configurable, allowing for flexibility to **represent the unique ordinance of your community**. Administration is designed to mirror the public user experience with straightforward configuration and the ability to adjust based on feedback. Once you design your flow, configuring it into Decision Engine is simple, and so is reordering it if needed.

If you already have sites and portals to relay information to and conduct business with constituents, those can be integrated into your Decision Engine flow as well. Or, if you need help creating a site/portal with all the appropriate information, Decision Engine has a custom page builder within the solution that can guide applicants to any additional information they need for more complex processes.

INTUITIVE NAVIGATION

Decision Engine uses intuitive cards that branch appropriately so that the user can navigate through the complexity of decisions and questions without even knowing the depth of the detail they're answering. You can navigate them through the same questions you ask when they come into your offices, and based on their responses, the solution will **dynamically adjust to fit the appropriate outcome**.



The screenshot shows a web application interface with a navigation bar at the top containing links: Home, Dashboard, Apply, My Work, Today's Inspections, Search, Map, Pay Invoices, Calendar, and Fee Estimator. The main content area contains a series of questions with button-based answers:

- Question: "Will this be an in-ground pool?"
Buttons: Yes, No
- Question: "Do you have a fence at least 6 feet tall securing the area?"
Buttons: Yes, No
- Question: "Approximately how large will your pool be?"
Buttons: < 500 gallons, 500 to 5000 gallons, > 5000 gallons
- Question: "Which best describes your pool?"
Buttons: No features, Water features, no slide, Water features and slide, Slide, no water features

At the bottom of the form is a "Continue" button with a right-pointing arrow.

SEAMLESS INTEGRATION

Seamlessly integrating with Enterprise Permitting & Licensing's Civic Access portal, you can navigate users between different application types in community development, licensing, and tax, or to initiate a code enforcement request. You can also guide your customer to pay bills, request inspections, submit files, or initiate a pre-application meeting through the Civic Access integration.



Quoted By:
Quote Expiration:
Quote Name:

Jeff Wamser
9/8/24

Sales Quotation For:

City of La Vergne
5093 Murfreesboro Rd
La Vergne TN 37086-2706
Phone: +1 (615) 793-6295

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Extensions				
Decision Engine		\$ 580	1	\$ 6,960
TOTAL	1.00			\$ 6,960

Summary

Total SaaS

One Time Fees

Recurring Fees

\$ 6,960

CONFIDENTIAL

Page 1

Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 6,960
Contract Total	\$ 6,960	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 7.H. Approve Quote from Tyler Technologies to Use Tyler Payments as the Credit Card Processor for the EnerGov Permitting System.

Department: Codes

Presented By: Joe White

Item Attachments: 1. Quote - Tyler Technologies - Payments Module

Summary:

This will approve the quote from Tyler Technologies to use Tyler Payments as the credit card payment processor for the Codes Department EnerGov (EPL) Permitting System.

Background Information:

The EnerGov Permitting System currently uses a third-party credit card payment processor called Persolvent (USAePay). Moving to Tyler Payments will allow tighter integration and less disruptive credit card processor upgrades as Tyler Payments is fully integrated into the Tyler EnerGov Permitting System.

Financial Summary:

There is a one-time cost of \$1,260 for the equipment and PCI service fee and an annual recurring cost of \$360 for the PCI service fee.

Staff Recommendation:

Staff recommends approval.



Quoted By:
Quote Expiration:
Quote Name:

Jeff Wamser
10/26/24

Sales Quotation For:

City of La Vergne
5093 Murfreesboro Rd
La Vergne TN 37086-2706
Phone: +1 (615) 793-6295

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise Permitting & Licensing										
Enterprise Permitting & Licensing Payments	Code Enforcement		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Licenses		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Planning		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Permits		3.95%	\$ 2.50				X	X	

Payments - Other Fees	
Enterprise Permitting & Licensing	
Payer eCheck Cost	\$ 1.95
eCheck Rejects	\$ 5.00
Credit Card Chargebacks	\$ 15.00
Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost	Per electronic check transaction.
eCheck Rejects	When an eCheck Transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
Payments PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 0	\$ 180	\$ 0	\$ 360
Hardware							
Payments Lane 7000 Terminal Purchase	2	\$ 630	\$ 0	\$ 1,260	\$ 0	\$ 0	\$ 0
TOTAL				\$ 1,260			\$ 360

Summary	One Time Fees	Recurring Fees
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 1,260	\$ 360
Summary Total	\$ 1,260	\$ 360
Contract Total	\$ 1,620	

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 8. First Reading - **Ordinance #2024-08** - An Ordinance to Amend Title 20, Chapter 2, Section 20-204(13) of the La Vergne Municipal Code Regarding Park Hours.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2024-08

Summary:

This is an ordinance to amend the section in the municipal code regarding park hours.

Background Information:

Section 20-204(13) of the La Vergne Municipal Code currently states that park hours are as follows: "*Hours.* No person shall under any circumstances enter for the purpose of remaining therein or remain in any park between the hours of 11:00 P.M. and 6:00 A.M. without general or special permission from the department."

Most of our city parks do not have adequate lighting and due to safety concerns, the hours need to be changed so that parks are closed after dark. The proposed language gives a generic time frame of park hours from dawn until dusk, but allows for the Parks & Recreation Department to establish and post different hours for all parks, greenways or other recreation areas when it is appropriate. The revised section also gives the Parks & Recreation Department and the Police Department the authority to close a park or a portion of a park at any time in case of emergency. It also states that it shall be unlawful for any person to be in any city park without general or special permission from the department.

Since there is adequate lighting at Veterans Memorial Park, the Parks & Recreation Department will post park hours for that park. The proposed hours of operation for that park will be from Dawn until 10:00 p.m.

Financial Summary:

There is no financial impact for this amendment.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-08

AN ORDINANCE TO AMEND TITLE 20, CHAPTER 2, SECTION 20-204(13) OF THE LA VERGNE MUNICIPAL CODE REGARDING THE PARK HOURS.

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

SECTION I. Title 20, Chapter 2, Section 20-204(13) of the La Vergne Municipal Code is hereby amended to read as follows:

- (13) *Park hours.* In general, park hours shall be from dawn until dusk for all city parks. The department may establish and post different hours for all parks, greenways or other recreation areas, when and where it is deemed appropriate. The department or the La Vergne Police Department shall have full authority to close any park or part of any park at any time in case of emergency or where circumstances require it in order to protect the public and / or park facilities. It shall be unlawful for any person to be in any city park outside of park hours without general or special permission from the department.

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 9. First Reading - **Ordinance #2024-09** - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 3 - Senior Citizens Advisory Committee.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2024-09

Summary:

This is an Ordinance to Amend The La Vergne Municipal Code that pertains to the Senior Citizens Advisory Committee.

Background Information:

This Ordinance will disband the current Senior Citizens Advisory Committee. With FiftyForward taking over the management of the Senior Center, the Senior Citizens Advisory Committee is no longer needed. FiftyForward will establish their own committee.

Financial Summary:

There is no financial impact.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-09

AN ORDINANCE TO AMEND THE LA VERGNE MUNICIPAL CODE BY DELETING TITLE 2, CHAPTER 3 - SENIOR CITIZENS ADVISORY COMMITTEE.

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

SECTION I. Title 2, Chapter 3 of the La Vergne Municipal Code entitled "Senior Citizens Advisory Committee" be deleted in its entirety.

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

SECTION III. That this Ordinance take effect forthwith upon its 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 30, 2024

Item #: 10. First Reading - **Ordinance #2024-10** - An Ordinance to Amend Title 18, Chapter 4, Section 18-406 of the La Vergne Municipal Code Regarding Service Connect Fees.

Department: Water Billing

Presented By: Kyle Brown

Item Attachments: 1. Ordinance #2024-10

Summary:

This is an ordinance to amend the section in the Municipal Code regarding service connect fees and more particularly, reconnect fees.

Background Information:

The second paragraph of Section 18-406 currently reads as follows: "In the event service is disconnected for nonpayment of a re-connect fee, as set forth in the fee schedule adopted with the annual budget will be required for reconnection. Requests for reconnection made after 10:00 P.M. will not be considered until after 8:00 A.M. the next business day."

The proposed language is as follows: "In the event service is disconnected for nonpayment, a reconnect fee, as set forth in the fee schedule, will be required for reconnection. Requests for reconnection made after the time specified in the fee schedule will not be considered until after 8:00 A.M. the next business day."

We have previously established two types of reconnect fees. One is during regular business hours and the other is after business hours. In the municipal code, the cutoff time for after-hours reconnections was 10:00 p.m., but in practice the cutoff time for reconnects has been 8:00 p.m. for many years. This amendment removes the specific time from the municipal code and places it in the fee schedule. The proposed time in the fee schedule is 8:00 p.m.

In the original language, there was also a mistake with how it was worded. This paragraph

establishes the reconnect fee - not the nonpayment of a reconnect fee, so the revised language fixes that error.

Financial Summary:

There is no financial impact with this amendment.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-10

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 4, SECTION 18-406 OF THE LA VERGNE MUNICIPAL CODE REGARDING SERVICE CONNECT FEES.

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

SECTION I. Title 18, Chapter 4, Section 18-406 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 18-406. Service connect fee.

A non-refundable service connect fee shall be paid by each customer to initiate water service. A residential customer who initiates a new connection shall pay a non-refundable service connect fee as set forth in the fee schedule. All subsequent residential customers at the same location shall pay a non-refundable service connect fee as set forth in the fee schedule. A commercial or industrial customer who initiates a new connection shall pay a non-refundable service connect fee as set forth in the fee schedule. All subsequent commercial or industrial customers at the same location shall pay a non-refundable service connect fee as set forth in the fee schedule.

In the event service is disconnected for nonpayment, a reconnect fee, as set forth in the fee schedule, will be required for reconnection. Requests for reconnection made after the time specified in the fee schedule will not be considered until after 8:00 A.M. the next business day.

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 11. First Reading - **Ordinance #2024-11** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2024-11

Summary:

This is a budget amendment to amend the Fiscal Year 2023-2024 General Fund Budget in various departments.

Background Information:

This budget amendment includes changes to the following departments:

- Legislative - Food for \$8,500 due to additional meal costs
- Judicial - Legal Services for \$65,000 due to additional legal fees
- Information Technology - Telephone and Cell Phones for \$50,000 - due to additional phone costs
- Fleet Maintenance for Police, Streets and Fire for a total of \$80,000 for additional vehicle repair and maintenance costs

Financial Summary:

The total amount of the budget amendment is \$203,500.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-11

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:

110-41110-323	Legislative - Food	\$	8,500
110-42100-252	Judicial - Legal Services	\$	65,000
110-41680-245	I.T. - Telephone and Cell Phones	\$	50,000
110-43170-274	Fleet Maintenance - Police	\$	50,000
110-43170-275	Fleet Maintenance - Streets	\$	20,000
110-43170-308	Fleet Maintenance - Fire	\$	10,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	203,500
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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 30, 2024

Item #: 12. **Resolution #2024-15** - A Resolution of the City of La Vergne to Appropriate Funds to Nonprofit Organizations for Fiscal Year 2024-2025.

Department: Finance

Presented By: Danielle Brown, Phillis Rogers

Item Attachments: 1. Resolution #2024-15

Summary:

This is the resolution to appropriate and authorize payment of funds to nonprofit organizations for fiscal year 2024-2025.

Background Information:

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

Financial Summary:

For FY 2024-2025, the total amount of nonprofit donations is \$2,672,259.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-15

A RESOLUTION OF THE CITY OF LA VERGNE TO APPROPRIATE FUNDS TO NONPROFIT ORGANIZATIONS FOR FISCAL YEAR 2024-2025.

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

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

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

Carpe Artista	\$12,500
Chamber of Commerce - Convention & Tourism	\$7,500
Chamber of Commerce - Economic Development.....	\$11,500
Chamber of Commerce - Destination Rutherford	\$20,000
Child Advocacy Center of Rutherford County	\$16,000
Greater Nashville Regional Council	\$15,000
La Vergne Industrial Development Board	\$2,510,000
Mid-Cumberland Human Resources Agency	\$12,759
No Longer Bound - Club Knockout.....	\$25,000
Regional Transportation Authority	\$13,000
Rutherford County Emergency Management Agency	\$16,000
Rutherford County Health Department.....	\$4,000
Tennessee Association of Chiefs of Police	\$4,500
Tennessee Public Safety Network	\$4,500
Total	<u>\$ 2,672,259</u>

Passed and approved by the Board of Mayor and Aldermen of the City of La Vergne on this the 4th day of June, 2024.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 13. **Resolution #2024-16** - A Resolution to Accept Section 2 of the Finch Branch Subdivision. (Received a favorable recommendation from the Planning Commission on May 28, 2024.)

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Resolution #2024-16
 2. Finch Branch Section 2

Summary:

 This resolution will formally accept Section 2 of the Finch Branch Subdivision.

Background Information:

 The developer has requested that this phase be accepted by the city. On May 28, 2024, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one-year maintenance bond within 15 days of BOMA approval.

Financial Summary:

 At this time, there is no financial impact to the city. Once the one-year maintenance period ends, the city will be required to maintain the infrastructure included in this subdivision.

Staff Recommendation:

 Staff recommends approval.

RESOLUTION #2024-16

A RESOLUTION TO ACCEPT SECTION 2 OF THE FINCH BRANCH SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Finch Branch Subdivision, Section 2; and

WHEREAS, the City of La Vergne Planning Commission, on May 28, 2024, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

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

SECTION 1. That Section 2 of the Finch Branch Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 4th day of June, 2024.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Finch Branch - Sec 2
Map 17L, Group A, Parcel 8.04

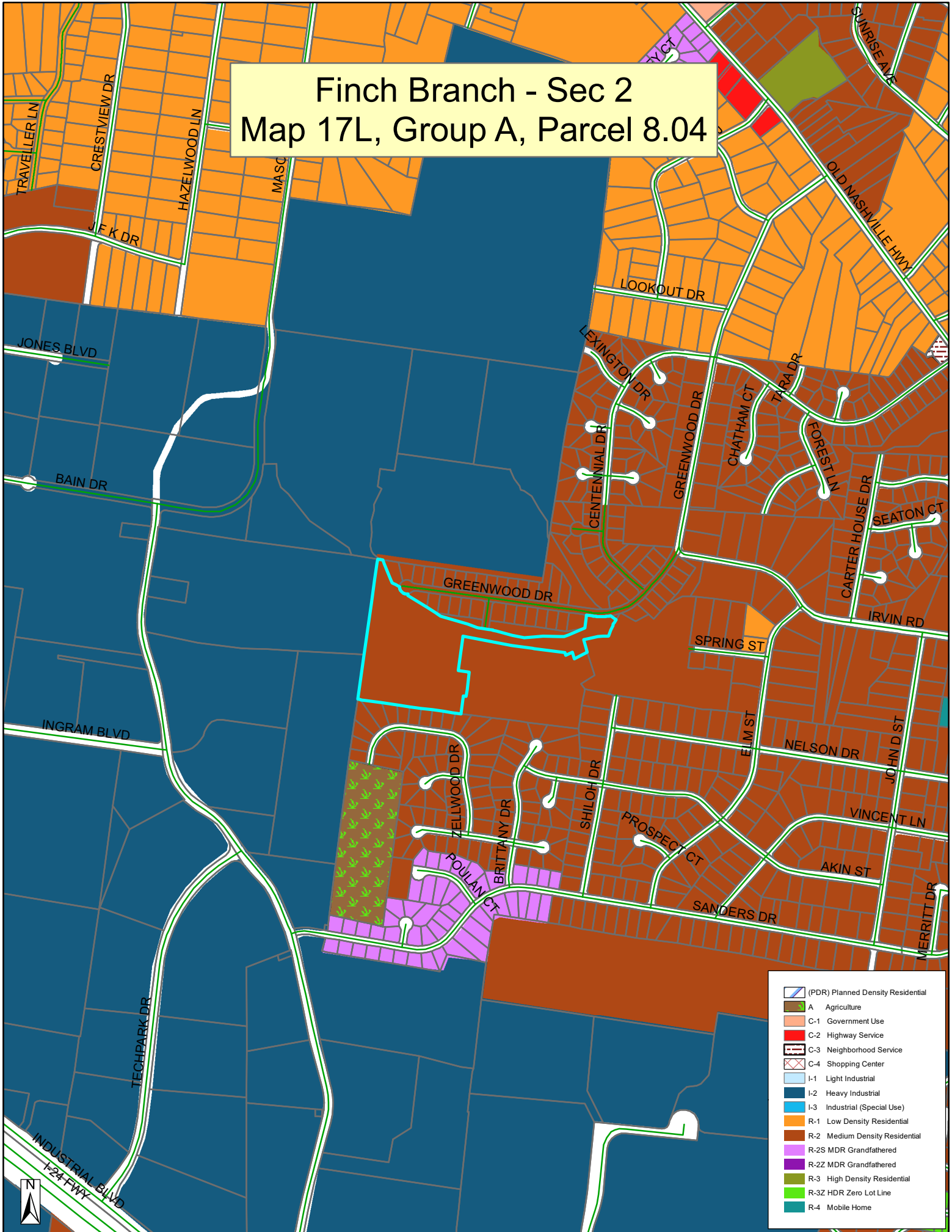


Finch Branch - Sec 2
Map 17L, Group A, Parcel 8.04



Finch Branch - Sec 2

Map 17L, Group A, Parcel 8.04



- (PDR) Planned Density Residential
- A Agriculture
- C-1 Government Use
- C-2 Highway Service
- C-3 Neighborhood Service
- C-4 Shopping Center
- I-1 Light Industrial
- I-2 Heavy Industrial
- I-3 Industrial (Special Use)
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-2S MDR Grandfathered
- R-2Z MDR Grandfathered
- R-3 High Density Residential
- R-3Z HDR Zero Lot Line
- R-4 Mobile Home

CERTIFICATE OF APPROVAL FOR SEWER SYSTEM

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DEVELOPER HEREON AS SHOWN ON MAP NUMBER 804, PARCELS 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

CERTIFICATE OF APPROVAL FOR WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM OUTLINED ON INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "THE RETREAT AT FINCH BRANCH SECTION 2" IS BEING INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE REQUIREMENTS, AND THAT THE SYSTEM IS BEING INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE ORDINANCES AND REGULATIONS.

CERTIFICATE OF APPROVAL FOR RECORDS

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN PLACED TO COMPLY WITH THE LATEST REVISIONS OF THE RECORDS OF THE COUNTY CLERK OF RUTHERFORD COUNTY, TENNESSEE, AND THAT IT HAS BEEN APPROVED FOR RECORDING BY THE COUNTY CLERK.

SPINNER / DEVELOPER
E3 CONSTRUCTION SERVICES, LLC
400 CLIFTON AVE
NASHVILLE, TN 37209

DEED REFERENCE:
RECORD BOOK 2274, PAGE 3482
TAX MAP 171, GROUP "A", A PORTION OF PARCEL 8.04
TOWNSHIP 2, RANGE 2, SECTION 8, PHASE 2, IN LOTS ON 24.45A ACRES

SETBACKS:
FRONT = 30'
SIDE = 40'
REAR = 20'
MIN. LOT SIZE = 4,000.00 S.F.
MINIMUM LOT WIDTH = 120.00 FEET
MINIMUM LOT DEPTH = 120.00 FEET

CERTIFICATE OF APPROVAL FOR PUBLIC UTILITIES

I HEREBY CERTIFY THAT THE WATER SYSTEM OUTLINED ON INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "THE RETREAT AT FINCH BRANCH SECTION 2" IS BEING INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE REQUIREMENTS, AND THAT THE SYSTEM IS BEING INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE ORDINANCES AND REGULATIONS.

CERTIFICATE OF APPROVAL FOR PUBLIC UTILITIES

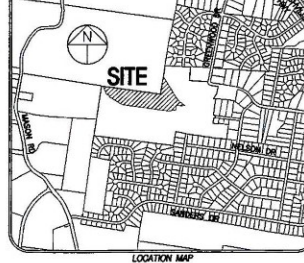
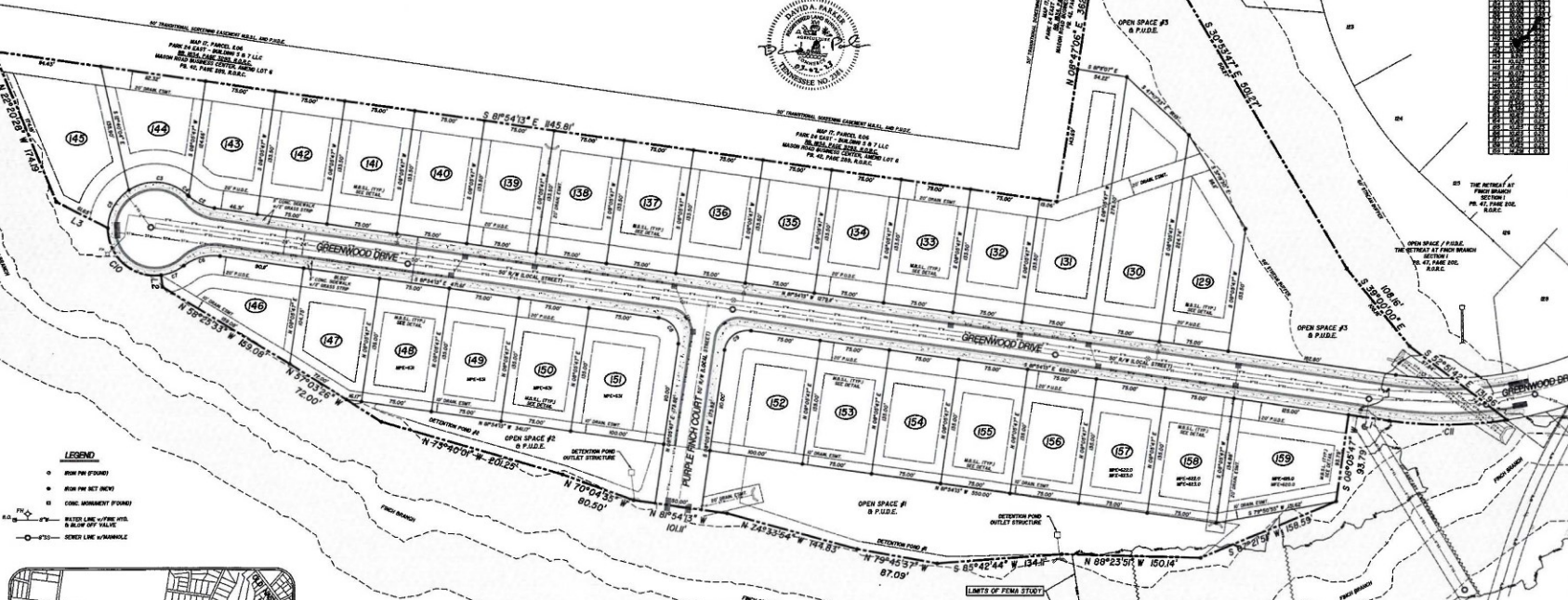
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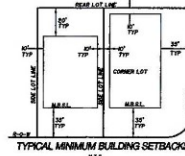
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SETBACKS:
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SIDE = 40'
REAR = 20'
MIN. LOT SIZE = 4,000.00 S.F.
MINIMUM LOT WIDTH = 120.00 FEET
MINIMUM LOT DEPTH = 120.00 FEET



GENERAL NOTES

1. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 20 SMALL FAMILY LOTS.
2. MEASUREMENTS ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM TO THE NAD 83 DATUM. THE MEASUREMENTS ARE BASED ON THE NAD 83 DATUM.
3. THIS PORTION OF THE PROPERTY LIES WITHIN ZONE 1, PER FINCH BRANCH FPM FOR FINCH BRANCH COURT, IN THE CITY OF NASHVILLE, TENNESSEE. THE ZONE 1, PER FINCH BRANCH FPM FOR FINCH BRANCH COURT, IN THE CITY OF NASHVILLE, TENNESSEE.
4. PARCELS MAY BE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS BY RECORD OR PREEXISTING. THAT A COMPLETE TITLE SEARCH MAY REVEAL.
5. PROPERTY IS ZONED PER FINCH BRANCH FPM FOR FINCH BRANCH COURT, IN THE CITY OF NASHVILLE, TENNESSEE. THE ZONE 1, PER FINCH BRANCH FPM FOR FINCH BRANCH COURT, IN THE CITY OF NASHVILLE, TENNESSEE.
6. FOR EACH LOT SHOWN ON THIS PLAT, THERE SHALL BE PLANTED A MINIMUM OF ONE (1) TREE OF AT LEAST 2" CALIPER AND ONE (1) SHRUB OF AT LEAST 2" CALIPER. THE TYPE OF TREE IS TO BE DETERMINED BY THE CITY OF NASHVILLE, TENNESSEE.
7. ALL UTILITIES, LIES WITHIN OR ALONG OR OVERLIES, ARE SHOWN WITHIN AN EXISTING SUBDIVISION PLAT AND ARE REQUIRED FOR THESE LOTS FROM TO SETBACKS, IN THE CITY OF NASHVILLE, TENNESSEE.
8. ALL COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. DEVELOPER IS RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS. STREET LIGHTS SHALL BE LOCATED ON MORE THAN 300 FEET SPACED.



PLAT BOOK 46, PAGE 277
DATE OF RECORDING: 3.27.21 P.M.
DATE OF RECORDING: March 22, 2023

AREA TABLE (OTHER)

LOT	AREA (S.F.)	AREA (AC.)
141	4,000.00	.0914
142	4,000.00	.0914
143	4,000.00	.0914
144	4,000.00	.0914
145	4,000.00	.0914
146	4,000.00	.0914
147	4,000.00	.0914
148	4,000.00	.0914
149	4,000.00	.0914
150	4,000.00	.0914
151	4,000.00	.0914
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155	4,000.00	.0914
156	4,000.00	.0914
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158	4,000.00	.0914
159	4,000.00	.0914
160	4,000.00	.0914
161	4,000.00	.0914
162	4,000.00	.0914
163	4,000.00	.0914
164	4,000.00	.0914
165	4,000.00	.0914
166	4,000.00	.0914
167	4,000.00	.0914
168	4,000.00	.0914
169	4,000.00	.0914
170	4,000.00	.0914
171	4,000.00	.0914
172	4,000.00	.0914
173	4,000.00	.0914
174	4,000.00	.0914
175	4,000.00	.0914
176	4,000.00	.0914
177	4,000.00	.0914
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182	4,000.00	.0914
183	4,000.00	.0914
184	4,000.00	.0914
185	4,000.00	.0914
186	4,000.00	.0914
187	4,000.00	.0914
188	4,000.00	.0914
189	4,000.00	.0914
190	4,000.00	.0914

FINAL PLAT

SECTION TWO, PHASE ONE

The Retreat At Finch Branch

SUBDIVISION

CITY OF LAVERNE, TENNESSEE

3rd CIVIL DISTRICT, RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

400 CLIFTON AVE • NASHVILLE, TENNESSEE 37209

PHONE (615) 299-7700 • FAX (615) 299-7701

PROJ. # 20004

DATE: 03-27-2023

TIME: 3:27 PM

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ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 14. **Resolution #2024-17** - A Resolution to Name the New Fire Station #41 / Headquarters in Honor of Richard "Ricky" McCormick.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Resolution #2024-17

Summary:

This is a resolution to name the new fire station / headquarters in honor of Chief Ricky McCormick.

Background Information:

This resolution will name the new Fire Station #41 / Headquarters in honor of Chief Richard "Ricky" McCormick. Chief McCormick was the first City of La Vergne Fire Chief and held that office from January 1, 2014 until his unfortunate death in August 2018. If approved, there will be a plaque placed inside the new building to honor Chief McCormick.

Financial Summary:

There is no financial impact for this resolution.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-17

A RESOLUTION TO NAME THE NEW FIRE STATION #41 / HEADQUARTERS IN HONOR OF RICHARD “RICKY” MCCORMICK.

WHEREAS, Chief Richard “Ricky” McCormick was the first City of La Vergne Fire Chief; and

WHEREAS, Chief McCormick was instrumental in the process of transferring the La Vergne Fire Department from a private fire department to a municipal fire department and was a driving force in making the fire department what it is today; and

WHEREAS, it would be appropriate to name the new City of La Vergne Fire Station #41 / Headquarters as the Chief Richard “Ricky” McCormick Fire Station #41 / Headquarters.

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

1. Hereinafter, the new Fire Station #41 / Headquarters in La Vergne, Tennessee, shall be named the “Chief Richard “Ricky” McCormick Fire Station #41 / Headquarters”; and
2. A plaque designating the memorial shall be erected at the new Fire Station #41 to memorialize Chief McCormick.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the welfare of the City requiring it.

Adopted and approved this 4th day of June, 2024.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 30, 2024

Item #: 15. Motion to Approve an Amended and Restated Water Operation and Maintenance Agreement with Inframark, LLC.

Department: Water Treatment Plant

Presented By: Kyle Brown

Item Attachments: 1. La Vergne - Inframark Agreement

Summary:

This is an item to approve an amended water plant operation and maintenance agreement.

Background Information:

This is an amended agreement with Inframark for the operation of the Water Treatment Plant. The changes in this agreement include the following:

- Formatting and references have been updated throughout the document. In the previously approved agreement, some sections were moved and the table of contents and several references did not match up with the proper sections. These were missed prior to the agreement being adopted by the board.
- Section 4.19 of the agreement has been changed to reflect a more accurate cost of chemicals that the city is responsible to pay. The previous amount was \$475,000 and the revised amount is \$700,000.
- There are changes regarding the base fee and maintenance cap values to represent the current 2024 pricing due to the increase from the NACWA index. Exhibit B has also been updated to reflect the 2024 NACWA index increase and the chemical cost increase.
- The title of section 6.4 has been updated from "Compliance with Laws" to "Change in Law".
- There is a new CEO for Inframark, so the signature page has been updated with that name.

Financial Summary:

The city was already responsible for paying the chemical costs, so there is no impact other than more accurately listing that expense in the agreement. The other changes should not increase the cost of Inframark providing this service to the city any more than already provided for in the existing agreement.

Staff Recommendation:

Staff recommends approval.

AMENDED AND RESTATED WATER OPERATION AND MAINTENANCE AGREEMENT

Between
INFRAMARK, LLC
and
CITY OF LA VERGNE, TENNESSEE

June 4, 2024

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AMENDED AND RESTATED WATER OPERATION AND MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED WATER OPERATION AND MAINTENANCE AGREEMENT (hereinafter, the “Agreement”) is made and entered into this 4th day of June 2024, by and between the City of La Vergne, a municipal corporation organized under the laws of the State of Tennessee (hereinafter the “Municipality”), and Inframark, LLC, a Texas limited liability company with its principal place of business at 2002 W. Grand Parkway N., Suite 100, Katy, Texas 77449 (hereinafter the “Operator”).

WHEREAS, Operator and Municipality entered into a Water Operation and Maintenance Agreement, which was effective on January 1, 2023, whereby Operator would provide operation and maintenance services for the Municipality’s Facilities.

WHEREAS, the parties desire to execute this Amended and Restated Water Operation and Maintenance Agreement (the “Agreement”) to revise certain terms.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

Article 1 DEFINITIONS

“*Abnormal or Biologically Toxic Materials*” may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water.

“*Adjustment Date*” shall mean each and every anniversary of the Commencement Date.

“*Affiliate*” shall mean “related parties” to the Operator and Municipality within the meaning of Section 144(a) (3) of the Internal Revenue Code.

“*Agreement*” is defined in the Preamble to this Agreement.

“*Agreement Year*” is defined as any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on the Commencement Date and subsequently ends on each anniversary of that date.

“*Annual Chemical Budget*” is defined as the total of all expenses for Chemicals that Municipality furnishes to the Operator for the Services provided hereunder, as provided by Section 4.19 of this Agreement up to an amount of Seven Hundred Thousand Dollars (\$700,000.00) in the first Agreement Year. For each Agreement Year thereafter, the Annual Chemical Budget shall be agreed to by the parties. In the event that parties are unable to reach agreement, the Annual Chemical Budget shall be the same amount as in the prior Agreement Year.

“*Annual Maintenance Expenditures*” is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its corrective and preventative maintenance responsibilities as provided by Section 4.4 of this Agreement; provided however that the Annual Maintenance Expenditures shall exclude Operator’s direct labor expenses and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base Compensation hereunder. The Annual Maintenance Expenditures shall specifically include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and the cost of Operator’s personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate. As stated in Section 4.5 hereunder, any individual expenditure for

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the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds Five Thousand Dollars(\$5,000.00), shall be subject to the Municipality's prior approval. The cost of such approved expenditures shall be included in the Annual Maintenance Expenditures.

"Annual Repair and Maintenance Limit" is defined as the total of all Annual Maintenance Expenditures in an amount up to a maximum of **One Hundred Fifty-One Thousand Two Hundred Twenty-four Dollars and Ninety-Six Cents (\$151,524.96)** for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be increased on each Adjustment Date by the Price Increase.

"Applicable Law" is defined as those laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing, including CERCLA and RCRA, in each case that pertain to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities.

"Authorized Representative" is defined in Section 7.1 of this Agreement.

"Base Compensation" is Operator's compensation for the Services as defined in Section 8.1 of this Agreement, the Annual Chemical Budget, and the Annual Repair and Maintenance Limit.

"Board" is defined in Section 4.11(a) of this Agreement.

"Capital Improvement(s)" shall mean changes, modifications, additions, or upgrades to the Facilities constructed or implemented by the Municipality or with the Municipality's prior approval.

"CERCLA" is defined as the federal Comprehensive Environmental Response Compensation and Liability Act, as same may be amended from time to time, 42 USC §9601 et seq.

"Change of Law" is defined as the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Operator to operate the Facilities in accordance with this Agreement and Applicable Law; or (b) an increase or decrease to the cost of managing, operating or maintaining the Facilities in accordance with this Agreement and Applicable Law; or (c) a material and adverse effect on the scope of the Operator's liabilities or obligations under this Agreement:

- (i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed; or
- (ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the date of this Agreement; or
- (iii) following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any Applicable Law relating to the operation or maintenance of the Facilities or the health and safety of the Operator's employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or
- (iv) after the effective date of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial or failure of renewal (for reasons other than Operator's fault or failure by the Operator to comply with the terms of this Agreement) of any official permit, license or necessary approval by the

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USEPA, the Occupational Safety and Health Administration or the Tennessee Department of Environment and Conservation (TDEC).

“*Chemicals*” is defined as all chemicals, including but not limited to water treatment, disinfection, and processing chemicals, necessary for Operator to provide the Services provided hereunder.

“*Commencement Date*” shall mean the date designated by the parties hereunder for the commencement of their respective obligations. The parties agree that the Commencement Date shall be January 1, 2023.

“*Environmental Compliance Guarantee*” is defined in Section 6.1.

“*Facilities*” or “*Municipality’s Facilities*” is defined as the water treatment plant and all associated facilities as described in Exhibit A to this Agreement.

“*Force Majeure*” is defined as any act, event, or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon; provided, however, that the contesting party in good faith or failure in good faith to contest such action or inaction shall not be construed as a willful or negligent act, error, omission or lack of reasonable diligence of either party.

- (a) Inclusions subject to the foregoing, such acts, events or conditions may include, but shall not be limited to, the following:
- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
 - (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
 - (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
 - (iv) the inability of the Operator and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where the Operator is required to provide services or perform any work hereunder after Operator exercised reasonable effort;
 - (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by Operator hereunder;
 - (vi) strikes, work stoppages, or labor disputes affecting the Operator and any subcontractor (excluding material suppliers) of the Operator (excluding strikes, work stoppages, or labor disputes involving Operator’s own personnel);

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- (vii) with respect to the Operator, the presence at the Facilities of (i) subsurface structures, materials or conditions having historical, geological, archeological, religious or similar significance; (ii) any habitat of an endangered or protected species; or (iii) functioning subsurface structures used by utilities on, underneath, near or adjacent to the Facilities;
 - (viii) with respect to the Operator, (i) the presence anywhere in, on or under the Facilities on the Commencement Date of underground storage tanks; (ii) the presence of hazardous materials or regulated substances in environmental media anywhere in, on or under the Facilities as of the Commencement Date; (iii) the off-site migration of pollutants and/or off-site contamination, including any migration of pollutants that is not caused by the negligence of the Operator; or (iv) contamination of the Facilities from groundwater, soil or airborne hazardous materials or regulated substances migrating from sources outside the Facilities to the extent not caused by the Operator's negligence;
 - (ix) with respect to the Operator, damage to the Facilities caused by third parties not related to or under the control of the Operator including, but not limited to, other contractors and subcontractors for the Municipality;
 - (x) the failure of any subcontractor or supplier to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the Operator directly, and the Operator is not able after exercising all reasonable efforts to timely obtain substitutes; and
 - (xi) the breach of this Agreement by one of the parties to the extent that it adversely impacts the non-breaching party's cost of performance under this Agreement or adversely affects the ability of the non-breaching party to perform any obligation under this Agreement,
- (b) Exclusions. None of the following acts, events or conditions shall constitute an event of Force Majeure:
- (i) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;
 - (ii) changes in the financial condition of the Municipality, the Operator, or any of their Affiliates or subcontractors;
 - (iii) union work rules which increase the Operator's operating cost for the Facilities;
 - (iv) any impact of prevailing wage laws on the Operator's costs, provided however that such requirements or demands may constitute a Change of Law entitling the Operator to additional compensation;
 - (v) the consequence of Operator error, including any errors of Operator Affiliates or subcontractors; and/or
 - (vi) litigation against the Municipality and/or Operator.

"*Indemnified Party*" is defined in Section 10.1.

"*Municipality*" is defined in the Preamble to this Agreement.

"*Municipality's Permit(s)*" and/or "*Permit(s)*" shall refer to all permits and licenses issued to Municipality and required for the treatment of potable water from the Facilities.

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“Non-Processible Water” is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities; or (iv) or which is unable to be treated in order to maintain compliance with Applicable Law.

“Operator” is defined in the Preamble to this Agreement.

“Price Index” shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for all Services, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or NACWA’s Cost of Clean Water Index, whichever is lower.

“Price Increase” shall mean the percentage increase between the Price Index in effect as of the month of each and every Adjustment Date over the Price Index in effect as of the month of the Commencement Date. The Price Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation and the Annual Repair and Maintenance Limit.

“Process Residue” is defined as grit, screenings and any sludge generated by or through the operation of the Facilities.

“RCRA” is defined as the Resource Conservation Recovery Act, as same may be amended from time to time, 42 USC §8921 et seq.

“Services” is defined in Section 4.1.

“Shutdown” is defined as the cessation or substantial interruption of normal operations at the Facilities due to the failure of operating equipment or interruption of the processes of the Facilities for reasons other than the negligence of the Operator or its employees, agents or subcontractors.

“State” is defined as the State of Tennessee.

“USEPA” refers to the United States Environmental Protection Agency.

Article 2 PURPOSE

Commencing on the Commencement Date and during the term of this Agreement, the Municipality agrees to engage the Operator as an independent contractor to operate and maintain the Facilities, and Operator agrees to operate, and maintain the Facilities in accordance with the terms and conditions of this Agreement, Applicable Law, and all permits, licenses, manufacturer’s protocols, and specifications applicable to the operation and maintenance of the Facilities. Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

Article 3 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 3.1 Representations and Warranties of the Municipality

Municipality hereby represents and warrants that, as of the date hereof:

- (a) It is a municipal corporation of the State duly organized, validly existing and in good standing under the laws of the State, with all legal right, power and authority to enter into this Agreement, to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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- (b) This Agreement, Municipality's execution and delivery of this Agreement and Municipality's performance of its obligations hereunder, have been duly and validly authorized. This Agreement has been validly executed and delivered by Municipality and constitutes a legal, valid, and binding obligation of Municipality, enforceable in accordance with its terms.
- (c) Municipality's execution, delivery, and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind Municipality or any of its assets and properties.
- (d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon Authority's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.
- (e) The Municipality and its representatives are fully familiar with this Agreement and the obligations set forth herein, including all the exhibits and schedules attached to this Agreement, if any, and Municipality is fully capable of performing and complying with the same.

Section 3.2 Representations and Warranties of the Operator

Operator hereby represents and warrants to Municipality that, as of the date hereof:

- (a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and qualified to conduct business in the State of Tennessee with full corporate power and authority to enter into this Agreement, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform this Agreement.
- (b) This Agreement, Operator's execution and delivery of this Agreement, and Operator's performance of its obligations hereunder, have been duly and validly authorized by Operator by all necessary corporate action. This Agreement has been validly executed and delivered by Operator and constitutes a legal, valid and binding obligation of Operator, enforceable in accordance with its terms.
- (c) The execution, delivery and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice of lapse of time, or both, would constitute a default, under the organizational documents of Operator nor under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind, Operator or any of its assets or properties.
- (d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon Operator's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.
- (e) The Operator is fully familiar with this Agreement and the obligations set forth herein, including all exhibits and schedules attached to this Agreement, if any, and Operator is capable of performing and complying with same.

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Section 3.3 Disclosure of Information

The Municipality and the Operator each represent and warrant to the other that each has disclosed, and will in the future disclose, any and all information it now has, or may have in the future, relating to the Facilities that may be relevant to the other in performing its duties and obligations. Such information shall include, but shall not be limited to, the appropriate sections of any vulnerability or security assessment performed (including any vulnerability assessments performed in accordance with 42 USCS §300i-2 or any other similar statute), environmental audits, prior permit violations and/or dealings with regulatory agencies.

Article 4 SCOPE OF SERVICES AND OPERATOR'S RESPONSIBILITIES

Section 4.1 General

Subject to the terms and conditions provided herein, the Operator shall provide labor and tools, and materials including an on-site routine stock of process chemicals necessary for the operation and maintenance of the Facilities to the extent specifically set forth in this Article 4 (hereinafter the "Services"). The Services include: (a) routine preventive maintenance and cleaning of the Facilities; (b) repair and replacement of the Facilities' equipment; (c) provide oversight to the operations of the emergency generator; (d) laboratory testing and analysis, including bacteriological testing of new and repaired distribution system water line samples; (e) management of the Cross Connection Control and Backflow Prevention Program, Distribution Flushing Program, and Drinking Water Monitoring Program; and (f) preparation and prompt delivery of all applicable and required filings, including reports, to Municipality and to regulatory agencies as prescribed by Applicable Law.

Section 4.2 Standard of Care

The Services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

Section 4.3 Process Control

- (a) The Operator shall operate and maintain the Facilities and all equipment and processes contained therein in accordance with relevant operation and maintenance manuals for the Facilities, Applicable Law, and Permits.
- (b) During any Municipality-approved construction or other modification of the Facilities, the Municipality and the Operator will work together to maintain Operator's access to the Facilities and to minimize disruption and outages to the Facilities' existing equipment and components. The Municipality and the Operator will jointly develop a plan of action that will address protection to the Facilities' equipment and processes during any such construction and/or other rehabilitation period while providing for the continued operation of the Facilities to the extent reasonably possible.

Section 4.4 Routine Maintenance and Daily Cleaning of the Facilities and Equipment

Subject to the limitations set forth in Section 4.5, Section 8.2 and Section 8.3 below, the Operator shall (i) perform routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities; (ii) repair and/or replace equipment; (iii) clean and lubricate equipment; (iv) make equipment inspections and needed adjustments; (v) perform predictive maintenance as appropriate; exercise generator, and maintain electrical switch gear, (vi) perform building and grounds janitorial services for the Facilities and cleaning of all

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equipment and vehicles; (vii) perform plumbing and electrical maintenance; (viii) perform cleaning of the lagoon; and (ix) maintain and calibrate all of the Facilities' instrumentation, including instrumentation provided to the Operator by the Municipality pursuant to this Agreement. Operator shall schedule and track all preventive and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice. Operator shall clean all Facilities including, but not limited to, production and treatment areas, raw water intake facility, laboratories, offices, and break rooms as is reasonably necessary. Excessive spider webs and accumulation of grit, grime, chemical residue, etc. on the floors, walls, ceilings, permanently mounted equipment, etc. will not be tolerated.

Section 4.5 Repairs and Replacement

- (a) The Operator shall be responsible for all Annual Maintenance Expenditures not to exceed the Annual Repair and Maintenance Limit (which Annual Repair and Maintenance Limit shall be included in the Base Compensation and adjusted on each and every Adjustment Date in direct proportion to any change made to the Base Compensation in accordance with Section 8.1). Any and all costs in excess of the Annual Repair and Maintenance Limit shall be the responsibility of the Municipality and shall be paid directly by the Municipality or reimbursed to the Operator in accordance with Section 8.3.
 - (i) The Operator shall not incur any single maintenance related expenditure whose unit cost exceeds Five Thousand Dollars (\$5,000.00) without the prior written approval of the Municipality, except in the case of emergencies threatening the immediate Shutdown of, or the substantial reduction in the operational capacity of any of the Facilities, or the life, health or property of the Municipality and/or the Operator, their employees and/or agents or others (for purposes of this Section 4.5 only, all such emergencies shall be referred to collectively and individually as an "Emergency"). When the Operator determines that a condition constitutes an Emergency, the Operator may begin taking the necessary abatement action, including all necessary equipment repairs, immediately without the Municipality's prior approval. Any cost incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval. Such approval will not be unreasonably withheld. Any such cost unnecessarily incurred in an Emergency shall be borne by the Operator without reimbursement by the Municipality, but only to the extent it is subsequently determined that the Operator's actions in incurring such cost were not consistent with good and prudent industry practice given the information available to the Operator at the time the decision to incur such cost was made.
- (b) In the event that the Operator provides written notice to the Municipality in accordance with Section 4.5(a)(i) that it proposes to incur an expenditure requiring the Municipality's approval, the Municipality shall provide Operator with approval or disapproval of the proposed action within forty- eight (48) hours of receipt of such notice.

Section 4.6 Staffing

- (a) The Operator shall provide qualified and, where required, certified staffing for the operation and maintenance of the Facilities in accordance with the Applicable Law.
- (b) The Operator shall provide an appropriate level of training for its personnel. The Operator will maintain a minimum staff of seven (7) employees.
- (c) The Operator shall staff the Facilities seven (7) days a week, twenty-four (24) hours a day with the appropriate quantity and level of certified personnel for the minimum required by Applicable Law, or for the time required to meet the system demand, or whichever is greater.

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- (d) The Operator will provide a Project Manager with the following qualifications:
 - (i) A grade IV Tennessee water system operator certification or the ability to obtain the certification within six months of assignment to the position.
 - (ii) A grade II Tennessee distribution system operator certification or the ability to obtain the certification within six months of assignment to the position.
 - (iii) 5+ years of experience in the operation of a water treatment facility or an equivalent combination of education and experience.
- (e) The Operator shall comply with the requirements and policies of the Municipality in effect on the Commencement Date regarding affirmative action provisions for minority hiring, which shall be provided in the Operator by the Municipality on or before the Commencement Date.

Section 4.7 Disposal of Process Residue

- (a) As the agent for the Municipality, the Operator shall dispose of Process Residue in accordance with the Municipality's instructions.
- (b) The Process Residue may be disposed of by pumping to the Municipality's sewer system in accordance with direction of the Public Works Director or by utilizing the reclamation membrane unit. This will be guided by a mutual agreement between the Operator and the Municipality on how to manage the Process Residue. Additionally, the Operator will assure the lagoon is cleaned in an efficient manage to prevent the accumulation of solids. At a minimum the lagoon will be completely cleaned of Process Residue on a quarterly basis unless agreed upon by both parties that this frequency requires adjustment. Title and ownership of Process Residue shall remain with the Municipality notwithstanding such services by the Operator.

Section 4.8 Testing and Laboratory Analysis

- (a) Operator shall perform or shall contract with a laboratory certified by the State to perform all sampling and laboratory analysis required by the Applicable Law. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water or shall be in accordance with testing requirements of Applicable Law.
- (b) In addition to all sampling and laboratory analysis required for the Facilities operation, Operator shall perform bacteriological analysis of new and repaired water line installation samples for the Municipality's Water Department in accordance with TDEC requirements and all Applicable Law. The samples will be taken and delivered to the Water Treatment Plant Laboratory by the Municipality's Water Department.
- (c) Records of all laboratory testing and analysis results will be maintained by Operator in conformity and compliance with Applicable Law in a file located at the Municipality's water treatment plate office located at 700 Bon Aqua Drive, La Vergne, Tennessee 37086.

Section 4.9 Odor and Noise Control

- (a) Operator shall operate the Facilities within the limits and capabilities of the Facilities' equipment to effectively control odor and noise and ensure that there is no avoidable disruption of adjacent neighborhoods.

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Section 4.10 Safety

Operator shall implement a proper safety program prior to beginning its Services under this Agreement. Such safety program shall comply with Applicable Laws and Operator agrees that it will adhere to all portions of that safety program; provided however that under all circumstances, Operator shall not assume any obligation or incur any liability for any injury, death or damage caused by (i) unsafe site conditions not created by the Operator or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Operator, and/or (iii) the negligence of Municipality.

Section 4.11 Communications

- (a) To keep the Municipality informed about the status of the Facilities, the Operator shall, within thirty (30) working days of the Commencement Date, develop an informational communications program, subject to Municipality's approval, which shall be comprised of a written monthly report to Municipality on the operational status and maintenance of the Facilities. The Operator shall attend and offer a verbal report at each monthly meeting of the LaVergne Board of Mayor and Aldermen. In addition, the Operator shall be present each month at the regularly scheduled workshop and meeting of the Municipality's Board of Mayor and Aldermen (hereinafter "Board") to present said written report to the Board and to answer any and all questions posed to the Operator by any member of said Board.
- (b) Operator may interface with regulatory agencies without Municipality's consent in matters related to compliance with the Municipality's Permits, and/or with respect to matters required under the Operator's staff certification and licensing requirements and/or as otherwise necessary to comply with Applicable Law, including communication during emergency situations. Operator shall, as soon as practicable and in reasonable detail, inform the Municipality of the subject matter of such communications with regulatory agencies. All other communications with regulatory agencies, the media, or community groups may occur only upon Municipality's request or with Municipality's prior approval.

Section 4.12 Reports

- (a) Operator shall maintain computerized and other necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Municipality a monthly report, delivered to the Municipality not later than ten (10) days following the end of each month, including a narrative and itemized summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit) and data required for monthly reporting to local, state and federal agencies. The monthly report shall also include the following items: (i) copies of waste and sludge disposal records if applicable (ii) insurance claims that are filed or pending and (iii) copies of all reports and correspondence made by the Operator to local, State and federal regulatory agencies on behalf of the Municipality.
- (b) The Operator shall collect the data for all permit and/or state agency monitoring and operating reports required by Applicable Law or by this Agreement and shall deliver the required monitoring and operating reports to the Municipality and to the appropriate regulatory agencies having competent jurisdiction over same. If required pursuant to Applicable Law, the Operator shall attest as to the accuracy and completeness of the data collected for each report. The Municipality, however, shall at all times be responsible for maintaining all required permits for the ownership and operation of the Facilities.

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- (c) All Facilities' records and data, including but not limited to operation reports, laboratory reports and monitoring documentation, but excluding Operator's budgetary and financial information, are the property of the Municipality and cannot be destroyed by Operator without written consent of the Municipality. All site-specific operating procedure guidelines, preventive maintenance and safety programs and plant evaluation reports will, upon termination of this Agreement, become and remain the property of the Municipality.

Section 4.13 Emergency Response

- (a) Operator shall provide emergency response when required. Emergencies include situations in which, absent Operator's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the health or safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure or Shutdown.
- (b) Operator shall provide said emergency response as promptly as possible, but, absent extraordinary circumstances, within sixty (60) minutes of being notified of the existence of the emergency and the need to respond thereto.
- (c) All costs incurred by the Operator in responding to emergencies shall be borne by the Municipality, except where specifically provided otherwise, and where such emergency, production stoppage or failure of the Facilities to operate is a direct result of Operator's failure to operate and maintain the Facilities in accordance with the terms of this Agreement.
- (d) In the event of sudden damage or destruction of any portion of the Facilities, or in the event of an emergency which in the reasonable judgment of the Operator is likely to result in material loss or damage to any portion of the Facilities, or constitute a threat to human health or safety, the Operator may suspend operations of those portions of the Facilities which are reasonably determined to be affected by the emergency and may make such emergency repairs as are necessary to mitigate or reduce such loss, damage or threat. The Operator shall provide prompt notice to the Municipality of any such damage, destruction or threat and of any emergency repairs that have or will be taken. The Municipality and the Operator shall cooperate in good faith in pursuing reasonable measures to mitigate any threats to human health or safety, or the environment.
- (e) Operator shall review its emergency response plan, which designates emergency team members and identifies the standard operating procedures to be followed, on an annual basis and update said emergency response plan, if necessary. In the event of an evacuation, the Operator will report to the Municipality's designated emergency management location, or other site to be specified by the Municipality's authorized representative.

Section 4.14 Accounting Records

Operator shall maintain up-to-date financial and accounting records as they apply to the Annual Maintenance Expenditures. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Municipality within thirty (30) working days of Municipality's written request. The Operator's standard accounting practices are to be generally accepted accounting procedures.

Section 4.15 Inventory and Condition of Facilities Equipment

- (a) Operator shall maintain a written inventory of all hand tools, consumables and expendable supplies and spare parts at the Facilities and submit such inventory to the Municipality within thirty (30) days of each anniversary of the Commencement Date. The Municipality shall have

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thirty (30) days to verify and accept Operator's written inventories submitted pursuant to this Section 4.15(a).

- (b) At the termination of this Agreement, the Operator shall provide the Municipality with inventory in quantity and/or value equal to or greater than the initial inventory, reasonable wear and tear accepted.
- (c) Within thirty (30) days of the Commencement Date, the Operator shall prepare and submit an assessment report on the conditions of the Facilities and process equipment. The assessment report shall include a list of repair or replacement projects and recommended Capital Improvements necessary to ensure that the operation of the Facilities will conform to Applicable Law together with the projected costs associated with same.

Section 4.16 Manufacturers' Warranties

The Operator shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Municipality after the Commencement Date. In addition, the Operator shall assist the Municipality in enforcing the warranties and guarantees, if any, for existing equipment used in connection with the operation of the Facilities. Under no circumstances shall the Operator's obligations hereunder include any express or implied warranties with respect to all Facilities equipment.

Section 4.17 Cross Connection Control/Backflow Prevention Program

- (a) Operator shall perform and manage the City's Municipal Water System Cross Connection Control Program dated March 2019 (or latest revision) and in accordance with TDEC Rule 040045-1-.17(6) (or latest revision).
- (b) Operator shall provide a minimum of two (2) full time employees, which will be TDEC-certified in backflow prevention device inspection and certification to conduct the inspection and certification of all backflow prevention devices in the Municipality's water distribution system. All backflow prevention devices shall be inspected annually in accordance with the rules, regulations and laws of the state of Tennessee and the United States of America, as well as the requirements of the most recent sanitary survey conducted by TDEC, and any subsequent sanitary survey that may be conducted by any agency with the authority to do so.
- (c) Any backflow prevention device that has failed the Operator's certification test will be re-tested within a period of thirty (30) days after the Municipality conducts all necessary repairs of such device(s).
- (d) Operator shall also assist the Municipality in identifying additional sources of cross connections that do not have adequate control devices.
- (e) Records of backflow prevention device inspections will be maintained by Operator in conformity and compliance with Applicable Law in a file located at the Municipality's water treatment plant office located at 700 Bon Aqua Drive, La Vergne, Tennessee 37086.

Section 4.18 Distribution System Flushing

Operator shall perform and manage distribution system flushing consisting of annual uni-directional flush with routine dead-end flushing to improve water quality as defined in the Municipality's *Water Distribution System Flushing Program* dated May 3, 2021 (or latest revision) and in accordance with TDEC Rule 0400-45-1-.17(10) (or latest revision).

Contract Agreement

Section 4.19 Chemicals

- (a) Operator shall be responsible for purchasing, storing, and efficiently managing all process chemicals necessary to perform the Services as set forth in Section 4.19 below. Operator shall be responsible for ensuring that all process chemicals meet Tennessee and federal requirements for use in a municipal water treatment system.
- (b) Municipality and Operator agree to establish annually an Annual Chemical Budget for funding the purchase of Chemicals. For the first Agreement Year of this Agreement, the Annual Chemical Budget shall be Seven Hundred Thousand Dollars (\$700,000.00), which shall be included in the Base Compensation. The Annual Chemical Budget shall be expended by Operator as a credit against any monthly invoice for Chemicals. The Chemicals shall be the property of and titled in the Municipality upon delivery to the Facilities. By July 15th of each Agreement Year, Operator shall provide the Municipality the Chemical Costs incurred through the end of June of each Agreement Year. Should actual Chemical costs incurred through the end of June exceed the half of the Annual Chemical Budget, Operator shall invoice the Municipality for one hundred percent (100%) of amount expended over half of the Annual Chemical Budget, and the Municipality shall pay Operator in accordance with Section 8.3. Any amount not expended up to half of the Annual Chemical Budget through the end of June of each Agreement Year will be reimbursed to the Municipality by September 15th of the Agreement Year. However, Operator shall inform the Municipality prior to Operator incurring costs which exceed the Annual Chemical Budget. At the end of each Agreement Year, should actual Chemical costs exceed the Annual Chemical Budget, Operator shall invoice the Municipality for one hundred percent (100%) of amount expended over the Annual Chemical Budget, and the Municipality shall pay Operator in accordance with Section 8.3. However, Operator shall inform the Municipality prior to Operator incurring costs which exceed the Annual Chemical Budget. Any amount not expended during each Agreement Year will be reimbursed to the Municipality within sixty (60) days of the end of said Agreement Year.

Section 4.20 Drinking Water Monitoring Program

- (a) Operator shall perform and manage the Drinking Water Monitoring Program issued by TDEC in October 2020 to the Municipality and in accordance with TDEC Rules 0400-45-1-.07 and 040045-1-.17(3) (or latest revisions). All results shall be reported in the Monthly Operations Report.
- (b) Operator's employees described in Section 4.19(b) above are also charged with responding to distribution system customer water quality complaints. Additionally, Operator shall respond to any distribution system pressure complaints and coordinate efforts for determination of inadequate pressure problems with the Municipality's employees.
- (c) Records of the required sample results, along with any required agency reporting, will be maintained by the Contract Operator in conformity and compliance with all applicable rules, regulations, and laws in a file located at the Municipality's water treatment plant located at 700 Bon Aqua Drive, La Vergne, Tennessee 37086.

Section 4.21 Additional Services

Operator may perform additional services, including but not limited to Capital Improvements beyond the Services specified in this Article 4 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services, the description of such additional services, and any other terms applicable to such additional services.

Contract Agreement

Article 5 CAPITAL PROJECTS

Operator may recommend Capital Improvements or operational changes to the Municipality as are necessary to perform the Services in compliance with the terms of this Agreement and Applicable Law. If Municipality does not approve and make a Capital Improvement that is necessary perform to the Services in compliance with the terms of this Agreement and Applicable Law, as reasonably agreed to by the parties, and Municipality's rejection of or refusal directly causes any loss, damage, or liability, including for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement, or (d) claims for indemnification, Operator will not be liable for any loss, damage or liability, unless caused by Operator's negligence or willful misconduct.

Article 6 ENVIRONMENTAL COMPLIANCE

Section 6.1 Environmental Compliance Guarantee

The Operator hereby guarantees (the "Environmental Compliance Guarantee") that the operation of the Facilities will comply with the all provisions of Applicable Law, including the Municipality's Permits. Operator's Environmental Compliance Guarantee does not apply to the following:

- (a) The receipt at the Facilities of raw water that contains Non-Processible water;
- (b) An event of Force Majeure or Shutdown;
- (c) Municipality's failure or refusal to approve or fund necessary Capital Improvements, maintenance, repair, and/or replacement activities in excess of the single expenditure repair and maintenance approval limit or the Annual Repair and Maintenance Limit; and/or
- (d) Municipality's failure or refusal to approve operational/process changes necessary in order to allow the Operator to continue to comply with Applicable Law, including Consent Orders.

In the event that the Operator is excused from meeting the provisions of the Environmental Compliance Guarantee for any of the reasons set forth in this Section above, the Operator shall provide the best treatment reasonably possible within the constraints of the Facilities' design, condition and physical limitations and shall resume normal operations within a reasonable time.

Section 6.2 Fines and Penalties

In the event that water treatment violations occur following the Commencement Date and such violations constitute a breach of Operator's Environmental Compliance Guarantee, the Operator shall be responsible for fines, penalties, or damages or the admission of Operator fault for violations that may be imposed by Applicable Law to the extent such fines, penalties, and damages are the result of a breach of Operator's Environmental Compliance Guarantee. Prior to settlement or payment of any such fines, penalties or damages, the Operator reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise. All cost and attorney fees of such contests to be borne by Operator

Section 6.3 Consent Orders

Operator shall comply with all requirements of any Consent Orders issued by TDEC to the Municipality related to the Facilities. Operator shall submit all required monthly, or otherwise required reoccurring cycle, reports containing all required information including, but not limited to, all sampling results to TDEC, or any other agency with the authority to require the same, in a time, form, and manner that meets the applicable reporting requirements in such a Consent Order. Operator shall provide reports of the same to the

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Municipality's designated list of recipients. If a Consent Order results from Operator's failure to meet the provisions of the Environmental Compliance Guarantee for any of the reasons set forth in this Section 5.1 above, any services required to be performed by Operator to comply with such a Consent Order that are not included in the Services as defined herein shall be considered Additional Services under Section 4.21 of this Agreement.

Article 7 MUNICIPALITY'S RESPONSIBILITIES

Section 7.1 Municipality's and Operator's Representatives

On or before the Commencement Date, the Municipality and the Operator shall each designate authorized representatives (each an "Authorized Representative") to administer this Agreement. Either party to this Agreement shall provide written notice to the other party of any change to the Authorized Representatives no less than fifteen (15) days prior to said change.

Section 7.2 Permits

The Municipality shall be responsible for obtaining and maintaining all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities. Municipality shall also be responsible for the payment of all regulatory and governmental fees associated with ownership and operation of the Facilities and the Municipality's equipment used in connection with the operation and maintenance of the Facilities. The Operator shall provide reasonable assistance to the Municipality in obtaining and maintaining all required state, federal, and local permits and licenses associated with the ownership, operation and maintenance of the Facilities.

Section 7.3 Utilities

Municipality shall assume all responsibility and cost for arranging for the delivery and maintenance of utility services to the Facilities, including electric power, water, potable water, natural gas services and diesel fuel for emergency generators, internet service with WiFi connectivity throughout the administration building, and land-line telephone services and shall reimburse Operator for any costs associated with utility services in accordance with Section 8.3 herein.

Section 7.4 Compliance with Laws

The Municipality will comply with Applicable Law pertaining to the management, ownership, operation, maintenance, repair and replacement of the Facilities to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under the terms of this Agreement. The Operator shall not be responsible for Municipality's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder.

Section 7.5 License to Use the Facilities

The Municipality hereby grants the Operator, without charge, a license during the term of this Agreement for the Operator's use of the Facilities, including all equipment, structures, and facilities under Municipality's ownership and which have been assigned by Municipality to the Facilities.

Section 7.6 Notice of Litigation

In the event that the Municipality receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the

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ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Municipality shall give the Operator prompt notice of such proceedings. In the event the Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Operator shall give Municipality prompt notice of such proceedings.

Section 7.7 Access

The Municipality and its agents shall have full and unrestricted access to any and all parts of the Facilities at any and all times to review the performance of the Operator and inspect the Facilities. If notice is not provided prior to any such visit or inspection, such visit or inspection must be announced immediately upon the arrival of the visiting and/or inspection party at the Facilities. In connection with such visits and inspections, the Municipality agrees on behalf of itself, and further agrees to require its agents, licensees, or invitees, to comply with all reasonable safety rules and regulations adopted by the Operator and/or promulgated by any governmental authority that regulates workspace safety.

Section 7.8 General Authority

The Municipality shall perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement.

Article 8 COMPENSATION

Section 8.1 Base Compensation

- (a) For the period beginning on the Commencement Date, the Municipality shall pay the Operator an annual fee (the “Base Compensation”) in the amount of Two Million Twenty Thousand Three Hundred Seventy-Four Dollars and Sixteen Cents (\$2,020,374.16). The Base Compensation shall be payable in equal monthly installments of One Hundred Sixty-Eight Thousand Three Hundred Sixty-Four Dollars and Fifty-One Cents (\$168,364.51), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted pursuant to subparagraph (b) below.
- (b) After the first Agreement Year, the parties shall negotiate in good faith an increase to the Operator’s Base Compensation for each subsequent Agreement Year. If the parties are unable to agree to an increase to the Base Compensation by the Adjustment Date, the amount of the Base Compensation shall be increased on each Adjustment Date in accordance with the Price Increase. In no event shall the Base Compensation be reduced by virtue of this Section.
- (c) The Municipality shall pay the Operator at the then current rate of compensation until such time as the Operator notifies the Municipality that the Base Compensation has been adjusted. In conjunction with such notification, the Operator will invoice the municipality for any additional compensation owed retroactive to the Adjustment Date and the Municipality shall pay such invoice within thirty (30) days.
- (d) The Base Compensation for the first Agreement Year includes the items shown in Exhibit B.

Section 8.2 Annual Repair and Maintenance Limit

The Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Limit. If, at any point during the Agreement Year, the actual Annual Maintenance

Contract Agreement

Expenditures incurred to that point exceed the Annual Repair and Maintenance Limit, the Operator will invoice the Municipality for the excess costs in accordance with Section 8.3 and will continue to invoice any additional excess costs on a monthly basis thereafter. Any portion of the Annual Maintenance Limit that has not been spent at the end of each Agreement Year will be credited to the Municipality against the Based Compensation in the subsequent Agreement Year. In the event the Agreement is not renewed in accordance with Section 8.1(b), any portion of the Annual Maintenance Limit that has not been spent at the end of the final Agreement Year will be reimbursed to the Municipality within thirty (30) days following the end of the final Agreement Year.

Section 8.3 Other Costs and Expenses

Unless specifically provided otherwise in this Agreement, the Operator will not be required to bear the costs of the following:

- (a) Expenses resulting from a change in the scope of Services or physical change(s) to the Facilities;
- (b) Expenses resulting from a Change of Law;
- (c) All repairs necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure or Shutdown hereunder;
- (d) Special, additional or extraordinary expenses incurred by the Operator in providing an emergency response following the occurrence of a disabling event qualifying under the definition of Force Majeure or Shutdown hereunder;
- (e) Water or sewage use fees associated with and/or equated to domestic water usage and/or wastewater discharge including the all sewer service charges and volume charges;
- (f) Expenses related to municipal or private surveillance and alarm monitoring by third party vendors;
- (g) Fire protection;
- (h) Professional engineering fees;
- (i) All costs attributable to the consumption and use of utilities including electric power, water, potable water, natural gas services and diesel fuel for emergency generators, and land-line telephone services;
- (j) Capital Improvements, unless agreed to otherwise by the parties;
- (k) Taxes as provided in Section 8.5 below;
- (l) All expenses necessitated by the repair and/or replacement of equipment or structure damages by parties unrelated to and not under the supervision of the Operator;
- (m) Any and all Annual Maintenance Expenditures in excess of the Annual Repair and Maintenance Limit;
- (n) Any and all costs incurred for Chemicals in excess of the Annual Chemical Budget;
- (o) Snow removal;
- (p) Expenses incurred from the treatment of Non-Processible Wastewater, including without limitation, any penalties and fines that may be assessed as a result therefrom;

Contract Agreement

- (q) Any cost for each and every other obligation assumed by the Municipality pursuant to this Agreement, but not specifically delineated in this Section 8.3.

The Municipality shall directly pay and/or reimburse and/or compensate the Operator for all expenses incurred or paid by the Operator for those items listed in (a) through (p) above within thirty (30) days of Operator's submission of Operator's invoices. For the listed items specified above, the Municipality shall reimburse or compensate the Operator only for authorized costs incurred by the Operator. All costs or expenses subject to reimbursement (excluding Annual Maintenance Expenditures in excess of the Annual Repair and Maintenance Limit under Section 8.3(m), Any and all costs incurred for Chemicals in excess of the Annual Chemical Budget under Section 8.3(n), any taxes as provided in Section 8.5 below, or Surcharges) shall include an administrative fee of ten percent (10%), plus any finance costs incurred in connection with any Capital Improvements financed by the Operator for the benefit of the Municipality. The Municipality waives its right to dispute any invoiced amounts if not raised within thirty (30) days of the invoice date.

Section 8.4 Change in Scope

- (a) In the event of a Change of Law or other factor which results in the necessity for either an increase or decrease of five percent (5%) or more in the Operator's cost of providing the Services hereunder, one party may provide notice to the other party in accordance with Section 12.12 and the parties shall negotiate in good faith to adjust the Base Compensation to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then this Agreement may be terminated immediately by either party.
- (b) Reduction of the overall scope of Services performed by the Operator under this Agreement may not, over the entire term of this Agreement, reduce the Base Compensation by an amount greater than five percent (5%) of the Base Compensation as of the Commencement Date.

Section 8.5 Taxes

Municipality shall pay all property, ad valorem, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll. Municipality shall pay directly or reimburse Operator for any such taxes that Operator may be required to pay under Applicable Law, including without limitation, any and all sales, use, gross receipts and/or transaction privilege taxes due in connection with or as a result of the Operator's purchase, consumption, or use, in performing the Services hereunder, of tangible personal property and/or subcontracted services.

Section 8.6 Accrual of Interest on Late Payments

Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by Applicable Law from the original due date and until payment is received.

Article 9 TERM AND TERMINATION

Section 9.1 Term

- (a) This Agreement shall remain in full force and effect until midnight of December 31, 2027 unless terminated for cause as provided for in Section 9.2 below.

Contract Agreement

- (b) Thereafter, this Agreement may be renewed for two (2) successive five (5) year period unless cancelled in writing by either party at least ninety (90) days prior to the expiration of the then current term. Modifications to the Base Compensation shall be made pursuant to Section 8.1(b) of this Agreement. As part of the monthly report, the Operator shall inform the Municipality in writing of the expiration date of the Agreement at least five (5) months prior to the expiration of the then current term.

Section 9.2 Termination

- (a) The failure of either party to comply with any of the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure; provided however, such period to cure a default shall not exceed seventy-five (75) days unless otherwise agreed to by the parties. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party.
- (b) In the event of the termination of this Agreement under (a) above, the Municipality shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination plus the unamortized balance of Capital Improvements financed or paid for by the Operator as reflected on Operator's financial statements and the effectiveness of such termination by Municipality will be conditioned upon receipt by Operator of such payment. Payment shall be made within thirty (30) days of the date of termination.

Article 10 RISK MANAGEMENT

Section 10.1 Indemnification

During the term of this Agreement, the Operator shall defend, indemnify and hold harmless the Municipality and its officials and employees, and its respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against an Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Operator. To the extent that both Municipality and Operator are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of the damages assessed by such finder of fact, then in such event, except as limited under Applicable Law, Municipality and Operator shall each be responsible for their respective portions of the damages assessed in direct proportion to their comparative shares of the total negligence.

Section 10.2 Operator's Insurance and Bonds

- (a) The Operator shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
 - (i) Commercial General Liability Insurance, including contractual liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

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- (ii) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount;
 - (iii) Automobile Liability Insurance with a combined single limit in the amount of One Million Dollars (\$1,000,000);
 - (iv) Pollution Liability Insurance with a limit of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate; and
 - (v) Umbrella/Excess Liability Insurance with a limit of Ten Million Dollars (\$10,000,000).
- (b) The Operator will furnish the Municipality with certificates of insurance which evidence that policies providing the required coverage and limits are in full force and effect. In addition, the Operator will name the Municipality and its Agents as an additional insured on the general liability policy and automobile liability policy with respect to the Services performed under this Agreement during the term of this Agreement except for any claim against or loss suffered by the Municipality arising as a result of Municipality's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Municipality's proportionate degree of negligence or fault. Operator agrees to provide the Municipality with thirty (30) days notice prior to cancellation of any policy hereunder.
- (c) The Operator will furnish the Municipality with a Performance Bond. The bond to be equal to Seven Hundred Fifty Thousand and 00/100 dollars (\$750,000.00). The bond is to be from a bonding company acceptable to the Municipality.

Section 10.3 Municipality Insurance

The Municipality will maintain property and structures liability insurance, including flood, wind and fire insurance policies. Property coverage shall include extended coverage plus coverage for vandalism, theft, malicious mischief, and losses resulting from certified and non-certified acts of terrorism to the full insurable value of the Facilities. The Operator shall be named as an additional insured according to its interest under this Agreement during the term of this Agreement.

Section 10.4 Operator's Liability

In the event that claims(s) raised against the Operator on account of this Agreement, or on account of the Services performed hereunder, is/are covered under Operator's insurance policies required of the Operator hereunder, the Operator shall not be responsible for any loss, damage or liability beyond any amounts paid pursuant to the policies contractually required hereunder and the limits and conditions of such insurance policies. With respect to any cause of action and/or claim raised against the Operator that is not covered by the insurance policies required of the Operator hereunder arising under this Agreement, Operator's liability, including liability for special, punitive, indirect and/or consequential damages, shall not exceed an amount equal to Five Million Dollars (\$5,000,000).

Article 11 DISPUTE RESOLUTION

Section 11.1 Applicability

To affect a timely and efficient resolution of disputes that may arise during the term of this Agreement, the parties hereto agree that all claims, controversies and disputes, shall be resolved pursuant to Section 11.2.

Contract Agreement

Section 11.2 Disputes

In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities. If the parties are unable to resolve any disputes as stated above, the parties agree that the jurisdiction and venue of any action arising from this Agreement shall be the United States District Court for the Middle District of Tennessee located in Nashville, Tennessee.

Section 11.3 Covenant to Continue Work

During resolution of any dispute under this Article, the Operator and the Municipality shall each continue to perform all of their respective obligations under this Agreement without interruption or delay.

Article 12 MISCELLANEOUS

Section 12.1 Relationship

Except as provided in Article 3 of the Agreement, the relationship of the Operator to the Municipality is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Municipality, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

Section 12.2 Construction

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word “includes” and its syntactic variants mean “includes, but is not limited to” and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

Section 12.3 Entire Agreement; Amendments

This Agreement contains the entire agreement between the Municipality and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements; for the avoidance of doubt, this Agreement shall replace the Water Operation and Maintenance Agreement between the Municipality and Operator, then known as Severn Trent Environmental Services, LLC, which commenced on February 1, 2018. This Agreement may be modified only by a written amendment signed by both parties.

Section 12.4 Waiver

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

Contract Agreement

Section 12.5 Assignment

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, such consent shall not be required for an assignment by either party to a parent, subsidiary, affiliate, or successor. The Municipality may assign this Agreement to a new owner of the Facilities if the Municipality sells the Facilities, provided, however, that such assignee expressly and in writing assumes all obligations of the Municipality under this Agreement. Nothing contained in this Section 12.5 shall be construed to release either party in the event of an assignment of either party's interest.

Section 12.6 Force Majeure

A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

Section 12.7 Non-Solicitation

Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement, and up to six (6) months following the termination of the Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, employees working for either party shall be unrestrained in their personal employment decisions, subject only to an employment agreement if such agreement exists.

Section 12.8 Governing Law and Venue

The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Municipality is located.

Section 12.9 Notices

All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the Operator will be addressed to:

Inframark, LLC
229 Northside Drive
Danville, VA 24540
Attn: Jerry B. Shupe, Jr.

With a copy to:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, TX 77440
Attn: Legal Department

Notices required to be given to the Municipality will be addressed to:

City of LaVergne

Contract Agreement

5093 Murfreesboro Road
LaVergne, Tennessee 37086
Attn: Bruce Richardson, City Administrator

Section 12.10 Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

Section 12.11 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

Section 12.12 Modification of Agreement

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided.

Section 12.13 Survival

Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration; **Or** (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

Contract Agreement

IN WITNESS WHEREOF, the parties have duly executed this Amended and Restated Agreement effective as of the date first set forth above.

MUNICIPALITY:

By: _____
Name: Jason Cole
Title: Mayor

Attest: _____
Title: Bruce Richardson, City Administrator/Recorder

INFRAMARK, LLC:

By: _____
Name: Stephen Meininger
Title: Chief Executive Officer

Attest: _____
Title: Jerry Shupe Jr., VP Operations

Approved as to form this _____ day of _____, _____

By: _____
Name: Evan Cope
Title: Municipality's Attorney

**EXHIBIT A
DESCRIPTION OF FACILITIES**

The facilities include but are not limited to raw water intake and screen, raw process and finished chemical storage tanks and feed systems, settling, filtration, activated carbon addition, membrane filtration, disinfection, finished water storage, pumping, instrumentation, telemetry, laboratory, yard and fencing, backwash recovery system, backwash water storage and appurtenances.

The Water Treatment Facility is currently rated by TDEC at 9.8 MGD, which includes the recovery of approximately 0.8 MGD of backwash water.

The water transmission piping is currently only capable of transporting approximately 5 MGD of finished water to the ground level storage tanks on Sanders Road. La Vergne is in the process of upgrading the Municipal transmission mains to a capacity of approximately 10 MGD. This work is currently underway.

**EXHIBIT B
BASE COMPENSATION ITEMS**

The Base Compensation for the first Agreement Year shall including the following:

Expenditures	Annual Amount
Base Fee, excluding Annual Repair and Maintenance Limit and Annual Chemical Budget	\$1,168,849.20
Annual Repair and Maintenance Limit *	\$151,524.96
Annual Chemical Budget	\$700,000.00
Total Price	\$2,020,374.16

* Annual Repair and Maintenance Limit shall include those projects of single cost items that cost less than \$5,000, excluding Contractor's on-site labor. The cost of any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost exceeds \$5,000, shall be subject to the City's prior approval. The cost of such approved expenditures shall be included in the Annual Repair and Maintenance Limit.



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: MAY 28, 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, 2028
Dianne Zahnle	May 2022	April 30, 2026

We have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications. If I do not receive any applications by Tuesday, June 4, 2024, I will remove this item from the agenda.



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M E M O

DATE: MAY 28, 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 been advertising this position on Channel 3 and Social Media, but have not received any applications. If we do not receive any applications by Tuesday, June 4, 2024, I will remove this item from the agenda.

Also, the term for Eric Tuttobene will expire at the end of June. We will reach out to him to see if he wishes to remain on this committee.



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M E M O

DATE: MAY 28, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Daniel Campbell - WTP	November 2018	December 31, 2026
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2027
Brian Gaither – RC EMS Director	February 2024	December 31, 2024
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2027
Brent Hatcher - Police Department	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Christopher Moews - LPD	October 2023	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2027
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Alexandra Thompson - Stormwater	August 2020	December 31, 2026
Joe White - Codes Dept.	February 2024	December 31, 2027
Vacant - Finance		December 31, 2027
New – Tier II Organization		
New – Tier II Organization		
New – Tier II Organization		

We have four vacant terms. Staff recommends appointing Danielle Brown to the vacant Finance Department position. We are still working on who the three Tier II Organization members should be. This will be considered at another meeting.



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M E M O

DATE: MAY 28, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: PARKS & RECREATION ADVISORY COMMITTEE

Parks & Recreation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2027
Rick Autery	December 2022	May 31, 2027
Laura Davidson	March 2021	January 31, 2025
Vacant (Jodi Espinoza)		December 31, 2025
Chuck Isbell	November 2021	December 31, 2026
Jiles Perry	March 2021	January 31, 2025

We have one vacancy on this committee due to the resignation of Jodi Espinoza. 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, June 4, 2024, I will remove this item from the agenda.