

WORKSHOP AGENDA

Board of Mayor and Aldermen

October 27, 2022 @ 6:30 PM

For the November 1, 2022 Regular Meeting @ 7:00 p.m.

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

ORDER OF BUSINESS

1. Approve Minutes: October 6, 2022 Regular Meeting
2. Presentations:
 - A. Presentation - Springs Empower Academy - Jared McLeod. (Workshop only.)
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2022-23** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

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

5. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. GSA Contract Purchase - Emergency Equipment for Four Undercover Vehicles.
 2. Sole Source Purchase - Personal Protective Equipment for the Fire Department

3. Sourcewell Contract Purchase - Fork Lift for Public Works
- B. Approve Quote and Statement of Work for Motorola GIS Managed Service Plus System
- C. Approve League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association
- D. Ratify the Approval of Change Order #1 for the Industrial Blvd. Sewer Expansion Project.
- E. Ratify the Approval of the First Amendment and Second Amendment to the Purchase and Sale Agreement with Trinidad/Benham Corp., for the Purchase of the Public Works Facility Located at 148 International Blvd.
- F. Approve a Letter of Intent from PG Stones River Partners for the Purchase of 169 Stones River Road - Fire Station #41.
- G. Approve the Renewal of the Employee Benefits Package for 2023
- H. Approve a Rental Agreement with LifePoint Church to use their Facilities for the City's Annual Employee Christmas Party.

NEW BUSINESS

6. First Reading - **Ordinance #2022-24** - An Ordinance to Amend the Fiscal Year 2022-2023 Fire Impact Fee Fund Budget
7. First Reading - **Ordinance #2022-25** - Amend the Fiscal Year 2022-2023 General Fund Budget.
8. **Resolution #2022-25** - A Resolution to Amend the Employee Handbook.
9. Motion to Approve a Tender and Completion Agreement with United States Fire Insurance Company for the Completion of the 24" Water Main Project from the Stones River Roundabout to the Water Treatment Plant.
10. Appoint or Remove Board / Committee Members:
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Library Board. (One term is vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON OCTOBER 6, 2022 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The October 6, 2022 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 Graeme Coates, and Alderman Dennis Waldron.

Alderman Magen Honeycutt was absent.

A prayer was led by Mayor Jason Cole. The Pledge of Allegiance was led by Girl Scout Troop #540.

ORDER OF BUSINESS

1. Approve Minutes: September 6, 2022 Regular Meeting.

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve the minutes of the September 6, 2022 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Presentations:

A. Certificates of Recognition – Michael Trotter. Mayor Cole presented a certificate of recognition to Michael Trotter, a student and football player at La Vergne Middle School, for being named Rutherford County Player of the Week. Mayor Cole invited the team and their Coach to the podium.

3. Department Reports:

A. Police Department. Police Chief Burrell Davis gave the report for the Police Department.

B. Fire Department. Fire Chief Nick Matthews 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 Department.

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

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

OLD BUSINESS

- 4. Second Reading - Ordinance #2022-20 - An Ordinance to Amend the Fiscal Year 2021-2022 Senior Citizens Fund Budget.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve Ordinance #2022-20, on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

- 5. Second Reading - Ordinance #2022-21 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve Ordinance #2022-21, on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

- 6. Second Reading - Ordinance #2022-22 - An Ordinance to Amend Title 20, Chapter 1 of the La Vergne Municipal Code Regarding Alarm Systems.**

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2022-22, on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

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 City Bids and Purchases.
1) **Bid - Stones River Road at CSX Railway Roadway Improvements Project.**

- 2) Bid - Upper Chaney Woods Interceptor Sewer, Segments 4 and 3.
- 3) Bid - Public Works and Community Development Services Facility.
- 4) Sole Source Purchase - Automated License Plate Recognition Phase 2 Expansion.
- 5) State Contract Purchase - Radios for Patrol Vehicles.
- 6) GSA Contract Purchase - Emergency Equipment for Patrol Vehicles
- B. Approve First Amendment to the Agreement with CareHere, LLC / Premise Health.
- C. Approve Proposal and Master Services Agreement with Ceridian HCM, Inc. for a Human Resources Information System (HRIS).
- D. Approve Application for a Roadblock to be Conducted by Rolling Thunder Tennessee Chapter 1 from 9:00 a.m. until 1:00 p.m. on Saturday, October 15, 2022 with a Rain Date of Saturday, October 22, 2022 at the Intersection of Murfreesboro Road and Stones River Road.
- E. Approve Grant Contract with State of Tennessee, Department of Safety and Homeland Security for the Police Traffic Services Highway Safety Project.
- F. Approve Renewal of Maintenance Agreement with Motorola Solutions for City Radio Equipment.
- G. Approve Change Order #1 for the Water Storage Tank Improvements Project.
- H. Approve Purchase Agreement with Safe Industries for an E-One Typhoon Pumper.
- I. Approve Supplement #1 to Railroad Agreement with the State of Tennessee for the Stones River Road at CSX Railway Roadway Improvements Project.
- J. Approve Intergovernmental Agreement Between the Tennessee Department of Transportation and the City of La Vergne for the I-24 Smart Corridor.
- K. Approve Grant Contract with the State of Tennessee, Tennessee Commission on Aging and Disability for a Senior Center Competitive Grant.

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

NEW BUSINESS

- 8. Resolution #2022-23 - A Resolution to Amend the Employee Handbook Regarding Military Leave for Training.

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Resolution 2022-23, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

9. **Resolution #2022-24 - A Resolution to Authorize the La Vergne City Court to Adjudicate Juvenile Traffic**

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2022-24, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

10. **Motion to Approve a Water Operation and Maintenance Agreement with Inframark, LLC.**

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve the Water Operation and Maintenance Agreement with Inframark, LLC, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

11. **Motion to Approve a Proposal for the La Vergne Youth Baseball and Softball Leagues Provider. (Received a favorable recommendation from the Parks & Recreation Advisory Committee on September 19, 2022.)**

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve the proposal from Universal Sports League / La Vergne Baseball Softball Association to operate the Youth Baseball and Softball Leagues, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

12. **Motion to Approve an Energy Equipment Installation Contract with Path Company, LLC for the Installation of LED Street Lights.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve the Energy Equipment Installation Contract with Path Company, LLC, was adopted following a roll-call vote.

Alderman Waldron	AYE
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Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

13. Motion to Approve a Streetlighting Agreement with Path Company and Middle Tennessee Electric Membership Corporation for the Installation of LED Street Lights.

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve a Streetlighting Agreement with Path Company, LLC and Middle Tennessee Electric Membership Corporation, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

14. Motion to Approve a Streetlighting Agreement with Nashville Electric Service (NES) for the Installation of LED Street Lights.

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve the Streetlighting Agreement with Path Company and Nashville Electric Services, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

15. First Reading - Ordinance #2022-23 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2022-23, on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE

16. Motion to Approve Bid - Fire Station #41.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to find Fellowship Construction, Inc. In default of their bid obligations for withdrawing their bid and rejecting the contract awarded by the Board of Mayor and Aldermen on September 6, 2022, thereby forfeiting their bid security pursuant to the bidding requirements, and accepting the bid of the next lowest and best bidder, Romach, Inc. in the amount of \$11,512,100,

which includes Add Alternates 1, 2, 4, 5 and 6 as recommended by Johnson & Bailey Architects P.C., was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to keep the Hurricane Ian victims in their prayers. He asked everyone to make sure their pets had plenty of water and shade. He asked everyone to also check on the elderly. He also made comments about the agenda and the election.

Alderman Coates thanked the citizens and staff for a great National Night Out.

Vice-Mayor Noe thanked the Police and Fire departments for a successful National Night Out. He made comments about the baseball and softball season. He also made comments about the basketball sign-ups in October and November at Rock Springs Elementary School.

Mayor Cole invited everyone to Goblins and Goodies, and Zombie events this month. He reminded everyone that early voting starts soon. He also made comments about the election.

ADJOURNMENT

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

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Second Reading - **Ordinance #2022-23** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2022-23 - Amend the FY 2022-2023 General Fund Budget

Summary:

This is an ordinance to appropriate funds for the LED Street Light Project.

Background Information:

In conjunction with the previous items on the agenda, this is the budget amendment necessary to appropriate funds for the LED Street Light Project. We have a healthy fund balance and we have the funds to pay for this project without borrowing money from a 3rd party.

Financial Summary:

The budget amendment will transfer \$2,350,000 from the reserve funds to the City Hall Department to fund the LED Street Light Project.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2022-23

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

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

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

Increased Expenditures for account number:

110-41810-939 City Hall - LED Streetlight Project \$ 2,350,000

Decrease Fund Balance:

110-37840 Transfer from Fund Balance \$ 2,350,000

**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: GSA Contract Purchase - Emergency Equipment for Four Undercover Vehicles.

Department: Police

Presented By: Burrel Davis

Item Attachments:

1. Memo - GSA Contract Purchase - Emergency Equipment for Undercover Vehicles
2. Sales Quotes

Summary:

This item will authorize the purchase of emergency equipment for four undercover police vehicles.

Background Information:

The Police Department was authorized in the FY 2022-23 budget funds to purchase and install emergency vehicle equipment in 4 undercover vehicles used by LPD personnel. Quotes from Dana Safety Supply, using GSA contract pricing, were received. Dana Safety Supply is an authorized GSA contract holder - schedule 84: GS-07S-0512T and schedule 23V:47QMCA19D000K.

Financial Summary:

The cost of the equipment is \$10,239.50.

Staff Recommendation:

Staff recommends approval



LA VERGNE POLICE DEPARTMENT
5093 MURFREESBORO ROAD, LAVERGNE, TENNESSEE 37086

Memorandum

To: Board of Mayor and Aldermen

CC: City Administrator Bruce Richardson; Chief of Police Burrel Davis

From: Lt Campbell

Date: 11 October 2022

Re: GSA Contract Purchase; Purchase and Installation of Emergency Vehicle Equipment for 4 undercover vehicles

This memorandum is to explain the request for approval to purchase and install the emergency vehicle equipment in 4 undercover vehicles for Police use. All of this equipment and the installation will be purchased from Dana Safety Supply for a total cost of \$10,239.50. Dana Safety Supply is an authorized GSA contract holder - schedule 84: GS-07S-0512T and schedule 23V:47QMCA19D000K.

- All emergency equipment including emergency vehicle lighting, siren and labor is included in the GSA contracts held by Dana Safety Supply.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448443-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT			PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kyle Pippin			Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO GSA INFO Warehouse: DROP Vin #:			0.0000	0.00
4	4	Y	QUOTE PER GSA: SCHEDULE 84:GS-07F-0512T SCHEDULE 23V:47QMCA19D000K XI2E WEC DUO LINEAR ION BLU/WHT SMK BLK Warehouse: DROP Vin #:			110.0000	440.00
1	1	Y	GRILL HIDDEN AND SMOKED BLUE CLEAR SSF5150D WEC 5-PATTERN TAILLIGHT FLASHER Warehouse: DROP Vin #:			70.0000	70.00
1	1	Y	UHF2150A WEC SS HEAD/GRILLE FLASHER +/- SWITCHING (4-PATTEI Warehouse: DROP Vin #:			39.0000	39.00
1	1	Y	ETSA461HPP SOI 400 Series Handheld Siren Warehouse: DROP Vin #:			310.0000	310.00
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP Vin #: 100J series composite speaker w/ universal bail brkt-100 watt			135.0000	135.00

Print Date	07/13/22
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Printed By: Kyle Pippin

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448443-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	TLIB WEC BLUE T-SERIES SURFACE MOUNT ION W/BLACK FLA Warehouse: DROP Vin #:		79.0000	316.00
4	4	Y	WHEEL WELLS UP INSIDE (ASK CUSTOMER) FEN-H-2219-BW FENIEX B/W HIDEAWAY Warehouse: DROP Vin #:		63.0000	252.00
1	1	Y	(2) REVERSE LIGHTS (2) TAILLIGHTS SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: DROP Vin #:		115.0000	115.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP Vin #:		950.0000	950.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	07/13/22
Print Time	12:36:12 PM
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Printed By: Kyle Pippin

Subtotal	2,627.00
Freight	0.00
Order Total	2,627.00

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448420-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

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Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT			PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kyle Pippin			Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO GSA INFO Warehouse: DROP Vin #: QUOTE PER GSA: SCHEDULE 84:GS-07F-0512T SCHEDULE 23V:47QMCA19D000K			0.0000	0.00
2	2	Y	EMPS2STS2B SOI MPOWER FASCIA 4" 6-LED STUD MNT BLUE Warehouse: DROP Vin #: GRILL MOUNT			65.0000	130.00
2	2	Y	PMP2BKGBPB SOI GRILLE MOUNT PLATE Warehouse: DROP Vin #:			9.2500	18.50
1	1	Y	EL3PH08A00B SOI ULTRALITE 8-MOD INTR. DIR/WARNING BAR BLUE Warehouse: DROP Vin #: REAR DECK HATCH AREA w/ Universal L-Brackets & 14 ft cable - Blue			415.0000	415.00
1	1	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: DROP Vin #:			42.0000	42.00
1	1	Y	ETSA461HPP SOI 400 Series Handheld Siren Warehouse: DROP Vin #:			310.0000	310.00

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Page No.	1

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448420-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT			PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kyle Pippin			Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP Vin #: 100J series composite speaker w/ universal bail brkt-100 watt			135.0000	135.00
2	2	Y	EMPS2STS2B SOI MPOWER FASCIA 4" 6-LED STUD MNT BLUE Warehouse: DROP Vin #: SIDE CARGO AREA LIGHTS			65.0000	130.00
2	2	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: DROP Vin #: FOR SIDE CARGO LIGHTS			11.5000	23.00
1	1	Y	MISC SOI:ENFWB00PKE:nFORCE Interior (ENFWB) Warehouse: DROP Vin #: Split Front (DRV) S09 S09 S09 S09 S09 S09 S09 (PAS) BLU BLU BLU BLU BLU BLU BLU Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)			635.0000	635.00
1	1	Y	(DRV) --- --- --- --- --- --- --- (PAS) SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: DROP Vin #:			110.0000	110.00

Print Date	07/13/22
Print Time	03:20:11 PM
Page No.	2

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448420-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744
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Contact: MIKE CAMPBELL
Telephone: 615-793-7744
E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP Vin #: Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		850.0000	850.00

Print Date	07/13/22
Print Time	03:20:11 PM
Page No.	3

Printed By: Kyle Pippin

Subtotal	2,798.50
Freight	0.00
Order Total	2,798.50

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448593
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE C/O DANA SAFETY SUPPLY 1900 SOUTHERLAND DR NASHVILLE, TN 37207 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/13/22	GROUND SHIPMENT			PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kyle Pippin			Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO GSA INFO Warehouse: NASH Vin #:			0.0000	0.00
6	6	Y	QUOTE PER GSA: SCHEDULE 84:GS-07F-0512T SCHEDULE 23V:47QMCA19D000K I2E WEC DUO LINEAR ION BLUE/WHITE BLK Warehouse: NASH Vin #: (2) GRILL, (2) BEHIND HEAD REST REAR SEAT,(2) GRAB HANDLE SIDE REAAR SSF5150D			89.0000	534.00
1	1	Y	WEC 5-PATTERN TAILLIGHT FLASHER Warehouse: NASH Vin #:			70.0000	70.00
2	2	Y	WEC-AVN1B WEC Avenger Single Head Dash Light - Blue Warehouse: NASH Vin #:			110.0000	220.00
2	2	Y	FRONT WINDSHIELD FEN-H-2219-BW FENIEX B/W HIDEAWAY Warehouse: NASH Vin #: REVERSE LIGHTS			69.0000	138.00

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Printed By: Kyle Pippin

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448593
Customer No.	LAVERGNE

Bill To

CITY OF LA VERGNE
 5093 MURFREESBORO ROAD
 LAVERGNE, TN 37086
 US

Ship To

CITY OF LA VERGNE
 C/O DANA SAFETY SUPPLY
 1900 SOUTHERLAND DR
 NASHVILLE, TN 37207
 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/13/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: NASH Vin #: 100J series composite speaker w/ universal bail brkt-100 watt		135.0000	135.00
1	1	Y	ETSA461HPP SOI 400 Series Handheld Siren Warehouse: NASH Vin #:		310.0000	310.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: NASH Vin #:		105.0000	105.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: NASH Vin #: QUOTE PER GSA: SCHEDULE 84:GS-07F-0512T SCHEDULE 23V:47QMCA19D000K Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		895.0000	895.00

Print Date	07/13/22
Print Time	12:43:37 PM
Page No.	2

Printed By: Kyle Pippin

Subtotal	2,407.00
Freight	0.00
Order Total	2,407.00

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448436-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT			PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Kyle Pippin			Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO GSA INFO Warehouse: DROP Vin #: QUOTE PER GSA: SCHEDULE 84:GS-07F-0512T SCHEDULE 23V:47QMCA19D000K			0.0000	0.00
6	6	Y	I2E WEC DUO LINEAR ION BLUE/WHITE BLK Warehouse: DROP Vin #: (2) GRILL, (2) BEHIND HEAD REST REAR SEAT,(2) GRAB HANDLE SIDE REAAR SSF5150D			89.0000	534.00
1	1	Y	WEC 5-PATTERN TAILLIGHT FLASHER Warehouse: DROP Vin #:			70.0000	70.00
2	2	Y	WEC-AVN1B WEC Avenger Single Head Dash Light - Blue Warehouse: DROP Vin #: FRONT WINDSHIELD			110.0000	220.00
2	2	Y	FEN-H-2219-BW FENIEX B/W HIDEAWAY Warehouse: DROP Vin #: REVERSE LIGHTS			69.0000	138.00

Print Date	07/13/22
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Printed By: Kyle Pippin

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	448436-B
Customer No.	LAVERGNE

Bill To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Ship To
CITY OF LA VERGNE 5093 MURFREESBORO ROAD LAVERGNE, TN 37086 US

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Contact: MIKE CAMPBELL
Telephone: 615-793-7744

E-mail: MCAMPBELL@LAVERGNETN.GOV

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/12/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville		LT. MIKE CAMPBELL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP Vin #: 100J series composite speaker w/ universal bail brkt-100 watt		135.0000	135.00
1	1	Y	ETSA461HPP SOI 400 Series Handheld Siren Warehouse: DROP Vin #:		310.0000	310.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL K Warehouse: DROP Vin #:		105.0000	105.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP Vin #:		895.0000	895.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	07/13/22
Print Time	12:38:11 PM
Page No.	2

Printed By: Kyle Pippin

Subtotal	2,407.00
Freight	0.00
Order Total	2,407.00



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Sole Source Purchase - Personal Protective Equipment for the Fire Department

Department: Fire

Presented By: Ronny Beasley

Item Attachments:

1. Quote - PPE
2. Sole Source Justification

Summary:

We are requesting approval for the purchase of personal protective clothing, including coats, pants, boots, fire hoods, and helmets.

Background Information:

The Personal Protective Equipment includes items to be purchased with the Fire Department Impact Fees. The previous purchase of PPE that the board approved in September will be used as replacement turnout gear for current firefighters. This purchase will be for the four new firefighters that have recently been hired and the five new firefighters that will be hired in January. This is a sole source purchase. A copy of the sole source letter is attached.

Financial Summary:

The cost of this PPE purchase is \$38,376.00.

Staff Recommendation:

Staff recommends approval.



Safe Industries

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Quote

Date	Quote #
10/19/2022	EST14682

Page 1 of 2

Bill To
City of LaVergne Fire Department (TN) 283 Old Nashville Hwy La Vergne TN 37086 United States

Ship To
City of LaVergne Fire Department (TN) 468 Stone River Rd La Vergne TN 37086 United States

Expires		Sales Rep		Terms		Shipping Method	
11/18/2022				Net 30		Drop Ship	
Quantity	Units	Item	Description	Comments	Price	Extended	
9		C-TRD51M3 A1221A000	MSA - Cairms® 880 Traditional Thermoplastic Fire Helmet MODEL TYPE5 880 SHELL COLOR1 BLACK EYE PROTECTIONM NFPA BOURKE EYE SHIELD HEADBAND ASSEMBLY3 DELUXE LEATHER (W/CROWN PAD) EARLAPS AND HOODA BLACK NOMEX FRONT HOLDER1 6" BRASS EAGLE CHINSTRAP W/IMPACT CAP AND SUS2 2 PT-NOMEX WITH QRB & SLIDE TRIM TYPE2 REFLEXITE TRIM COLOR AND SHAPE1 LIME-YELLOW SHIP FROMA SHIP FROM SJAX ADDITIONAL EYE PROTECTION0 NONE ACCESSORY TYPE0 NONE HELMET FRONT0 NONE		365.00	3,285.00	
9	Ea	Globe Jacket	Globe Gxcel Jacket Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,815.00	16,335.00	
9	Ea	Globe Pants	Globe Pant System Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,425.00	12,825.00	
9		4301420 - 11R	Globe - Men's SUPRALITE® 14" Pull-On Structural Boot		510.00	4,590.00	
9	Ea	C6 PAC II	Majestic - Flash Hood: PAC II, Ultra C6, White Nomex Thread, Black		44.00	396.00	
9		FIRE ARMOR - GA - 82W	Veridian - Structural Firefighting Glove: Gauntlet Cuff, 3 Dimensional Glove, One-piece back shell-ultra flexible 100% FR Para Aramid knit		105.00	945.00	



Safe Industries

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Quote

Date	Quote #
10/19/2022	EST14682

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Quantity	Units	Item	Description	Comments	Price	Extended
1		Freight	fleece, 100% water proof, viral/chemical penetration resistance & blood borne pathogen protection, Pyrotec breathable moisture barrier & 60+ TPP Rating, Keystone Thumb, Curved Finger Design Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		0.00	0.00
HGAC EE08-19				Subtotal Shipping Cost (Drop Ship) Total		38,376.00 0.00 \$38,376.00

Please note quoted prices are subject to change after expiration date. Quoted prices expire 30 days from issue date.



EST14682

Sole Source Justification

Vendor: Safe Industries

Commodity: Personal Protective Gear, Turnout Gear

Estimated annual expenditure for the above commodity or service: \$ _____

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. _____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER. THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. ☒ SOLE SOURCE REQUEST IS FOR THE ONLY TENNESSEE AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's- not the distributor's- written certification that identifies all regional distributors. Item no.4 also must be completed.)
3. _____ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. ☒ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. _____ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. _____ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Rich Maffei
REQUISITIONER

[Signature]
DEPARTMENT HEAD

Fire
DEPARTMENT

10/21/22
DATE

(PURCHASING USE ONLY) SOLE SOURCE AUTHORIZATION

APPROVED BY PURCHASING: _____ DATE: _____

DISAPPROVED BY: _____ DATE: _____

REASON FOR DISAPPROVAL: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Sourcewell Contract Purchase - Fork Lift for Public Works

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Fork Lift Quote 2022

Summary:

This item is to approve a fork lift purchase for the Water and Sewer Department.

Background Information:

City staff is requesting to purchase a new 4,000 lb electric fork lift for the Water and Sewer Department. This equipment will be used to help with the off loading of incoming supplies.

Financial Summary:

The cost of the fork lift is \$45,690.99. This is a budget item and will be paid for out of the Water and Sewer Department budget.

Staff Recommendation:

Staff recommends approval.

QUOTATION



110 Longview Street
Lavergne TN 37086
615/793-9730

PREPARED FOR

Customer: CITY OF LAVERGNE PUBLIC WORKS
Address: 148 INTERNATIONAL BOULEVARD
LAVERGNE, TN 37086
Contact: Thomas Daniel
Phone: 615-971-4094
Email: tdaniel@lavernetn.gov

REFERENCE

Effective From: Wednesday, September 7, 2022
Effective To: Friday, October 7, 2022
Quote #: 634313
Account Manager: Tony Santos
Direct Phone: 615-981-2378
E-mail: tsantos@baileycompany.com



EFG 320 - 4,000 lb. Capacity 48 Volt Electric 4-Wheel Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- 48V Electrical System
- AC Drive and Hydraulic Control Systems
- Dual 4.5 Kw AC Drive Motors
- 11.5 Kw AC Hydraulic Motor
- AC Electric Power Steering
- Advanced Regenerative Braking

Designed for Maximum Runtime

- Highly Sealed against Dust and Moisture
- Motors Sealed to IP54
- SAAB Electrical Connectors Sealed to IP65
- Entire Truck Sealed to IP54
- 500 Hour Service Intervals

Superior Operator Comfort

- Tilt & Telescoping Fully Adjustable Steer Column
- Rubber Floor Mat
- Operator Floating Cabin
- Ample Storage for Operator Work Tools
- Clipboard / Paper Holder
- Highly Adjustable Armrest with Horn
- Hydraulics Mounted on Armrest

Increased Operator Awareness

- Premium Display Panel, Including:
 - 5-Level Performance Mode Selector
 - Drive / Steering Wheel Direction Indicator
 - Battery Discharge Indicator (BDI) in % with Lift Interrupt
 - Operator Hour Reading and Clock
 - Diagnostics and Error Display
 - Programmable Service Interval Indicator
 - Thermal Limit Indicators
 - Parking Brake Indicator
 - Seat Switch Indicator

Added Operator Protection

- Curve Control Speed Reduction System





EFG 320 - 4,000 lb. Capacity 48 Volt Electric 4-Wheel Pneumatic Tire Lift Truck

Anti-Rollback on Ramps and Slopes
Automatically-Actuated Electromagnetic Parking Brake
Electronic Backup Alarm
Elongated Grab Bar
Open, Low-Access Step with Anti-Slip Plate

SOURCE WELL CONTRACT NUMBER: 091520-MCF

KEY FEATURES & BENEFITS

INNOVATIVE AC TECHNOLOGY	Our AC technology incorporates "in house" component design and has been perfected since 1996, providing increased performance, higher energy efficiency, longer run times and lower maintenance costs.
INDUSTRY	leading Ergonomic Design - Spacious operator compartment with 2 way adjustable steer column (tilt + telescoping), 3 way adjustable full suspension seat, 2 way adjustable armrest with hydraulic controls, and spacious storage areas help to make operators work at peak performance levels.
ENHANCED PERFORMANCE	Due to our advanced AC technology, our products allow for extended operation times per battery charge (up to 2 work shifts).
INFORMATIVE PREMIUM DISPLAY	Includes a steering wheel and travel direction indicator in order to help operators start with confidence, Battery Discharge Indicator to help operators gauge the runtime of the unit, and many other helpful indicators.
EFFORTLESS STEERING	Our standard Electro Hydraulic Steering enhances the operator experience and reduces energy consumption for longer operation times.

CONFIGURATION

CHASSIS	1	4,000 lb. Capacity 48 Volt Electric 4-Wheel Pneumatic Tire Lift Truck
MAST	1	188" MFH / 85.5" OAL / 60" FFH Triplex
FORKS	1	1.60" X 3.90" X 43" HOOK TYPE - PALLET
BATTERY PREPARATION	1	Lead Acid Battery Prep
BATTERY EXTRACTION	1	Rolling Battery Tray with Underside Lifting Bar
BATTERY EXTRACTION	1	Battery Door with 175° Opening Range
CARRIAGE	1	Standard Carriage
SIDESHIFTER	1	38.6" Hook-On Sideshifter With Quick Disconnect Coupling
DRIVE & STEER TIRES	1	Solid Pneumatic Tires
LOAD BACKREST	1	48" High Load Backrest Extension
ADDITIONAL HYDRAULIC FUNCTIONS	1	2 Additional Hydraulic Functions With Quick Disconnect Coupling 2X
HYDRAULIC ACTIVATION	1	4-Section Valve Included With Additional Hydraulic Functions
HYDRAULIC SYSTEM OPTIONS	1	Duo Pilot Integrated In Armrest
TILT CYLINDERS	1	7 °F/5 °B Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Heavy Duty, High Usage Horn Relay
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights - OHG Mounted (top) - Switch Activated
WARNING / LIGHT OPTIONS	1	Blue Floor Spot Rear, Activated When In Reverse
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Wide Hip Restraint, Orange Seat Belt and Acoustic warning buzzer during reversing
ACCESSORIES	1	Overhead Guard Glass
ACCESSORIES	1	Rear View Mirror - Outside Right
LANGUAGE MARKINGS	1	English Language Markings North/South America

SOURCE WELL CONTRACT NUMBER: 091520-MCF

SOURCE WELL CONTRACT NUMBER: 091520-MCF

EFG 320 WARRANTY

EFG 320 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

EFG 320 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	JH 4,000 lb. Capacity 48 Volt Electric 4-Wheel Pneumatic Tire Lift Truck	\$34,236.39	\$34,236.39	
SPECIFIED INVESTMENT TOTAL:			\$34,236.39	

EFG 320 SUGGESTED UPGRADES

QTY	CATEGORY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	WARRANTY	Extended Full Coverage Warranty - 60 Months/10000 Hours	\$1,549.60	\$1,549.60	
SPECIFIED + SUGGESTED UPGRADES TOTAL:				\$35,785.99	

BATTERY WEIGHT			COMPARTMENT DIMENSIONS			LEAD LENGTH	CONNECTOR		
	MIN	MAX		LENGTH	WIDTH	HEIGHT		TYPE:	Schaltbau 320
LB:	2147	2441	IN:	29.06	32.68	24.69	16.00	COLOR:	Black
KG:	974	1107	MM:	738	830	627	406	POSITION:	A

48 VOLT BATTERY OPTION:

\$ 7,350.00 PLUS TAX & SHIP

48 VOLT BATTERY CHARGER:

\$ 2,555.00 PLUS TAX & SHIP

TOTAL INVESTMENT:

\$ 45,690.99 PLUS TAX & SHIP

SOURCE WELL CONTRACT NUMBER: 091520-MCF

Net: 10 days FOB: Delivered

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

CITY OF LAVERGNE PUBLIC WORKS

Lavergne

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Tony Santos
Printed name

Title/Position

SALES REP
Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

TERMS AND CONDITIONS: The above quotation does not include any taxes, sales or other, which apply to the purchase and or use quoted equipment or services. The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Seller. All quotations are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographic errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. This proposal is for immediate acceptance unless otherwise noted. **PRICES AS QUOTED ARE VALID FOR 30 DAYS FROM DATE OF QUOTATION.**



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Approve Quote and Statement of Work for Motorola GIS Managed Service Plus System

Department: Police

Presented By: Burrel Davis

Item Attachments: 1. La Vergne, TN - GIS Managed Services - Plus (Quarterly)

Summary:

This will approve the purchase of GIS services from Motorola Solutions to help keep data up to date on the Police Department CAD system.

Background Information:

This Motorola GIS Managed Service Plus System will provide geoprocessing of customers providing input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

This has historically been neglected when new streets are brought over by the city. This will make sure we receive updates quarterly.

Financial Summary:

The cost of these services are \$18,704.00.

Staff Recommendation:

Staff recommends approval.

Billing Address:
La Vergne PD
5093 MURFREESBORO RD
LA VERGNE, TN 37086
US

Shipping Address:
La Vergne PD
5093 MURFREESBORO RD
LA VERGNE, TN 37086
US

Quote Date:09/28/2022
Expiration Date:12/27/2022
Quote Created By:
Janel Flanigan
Janel.Flanigan@
motorolasolutions.com
(312)-343-0752

End Customer:
LAVERGNE POLICE DEPT

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term
Consulting and Managed Services					
1	SSV00S03111A	0162	PLUS GIS SERVICE TERM (QUARTERLY)*	1	1 YEARS

Grand Total **\$18,704.00(USD)**

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$18,704.00	\$0.00
Grand Total System Price	\$18,704.00	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.



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



Section 1

GIS Managed Services Plus Statement of Work

1.1 Overview

This Statement of Work ("SOW") describes the activities to be completed by both Motorola Solutions, Inc ("Motorola") and the "Customer" in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Plus GIS Managed Services. Plus GIS Managed Services provides geoprocessing of Customer provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

The tasks described herein will be performed by Motorola, its subcontractors (as determined by Motorola.) This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data. Requests for service outside of this SOW will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Plus provides a quarterly service delivery cadence, as noted on the quote page.

1.1.1 Service Delivery Environment

Customer will provide the following environment required to support the delivery of the service:

1. Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
2. Installation of Flex full client on GIS Server.
3. ArcGIS Desktop/Pro Basic license. Customer will supply authorization files to Motorola.
 - A. If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
 - B. If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop/Pro Network Analyst Extension license will be provided by the Customer.
 - C. Customer is responsible for staying current with Esri ArcGIS Desktop/Pro + Extensions annual software maintenance.
4. A local user account with local administrator permissions on GIS Server.

5. Install necessary patches required to support the GIS Managed Service delivery.

Motorola will provide to the following environment items required to deliver the service:

1. A practice database refresh if not previously completed within three months of the term Effective date.
2. Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form.
3. Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server.
4. Remote Access appliance (example: Bomgar) installation file used for unattended remote access.

Note - Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer - In the event of an interruption of access to the Local Data WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update and or an immediate need for GIS data transfer.

1.1.2 GIS Managed Services Welcome Call

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence, engagement process and the scope of the service.

Motorola Solutions Responsibilities

1. Initiate the welcome teleconference.
2. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
3. Review unattended GIS data access method to the GIS Server with the Customer.
4. Review the Service Delivery Environment requirements.
5. Review Motorola and Customer responsibilities, expectations, scope and terms of the service.
6. Review existing visual maps.
7. Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed upon date.
8. Request and receive the most up to date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.

Customer Responsibilities

1. Acknowledge the need for publishing requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed upon schedule.
2. Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.

3. Acknowledge the unattended GIS data access method to the GIS Server.
4. Confirm network access of GIS Server for use by the Flex system.
5. Provide Motorola with the most up to date copy of Customers existing GIS.Data in an Esri supported format.
6. Provide the recurring dates that Motorola will deliver the GIS updates.
7. Provide requested GIS updates within ten business days of the conclusion of the GIS Services Welcome Call.

1.1.3 Feature Class Update

The GIS feature class layer is sourced by the Customer and supplied to Motorola. The GIS layer can include location verification, zone or routing data represented in point, and line and polygon feature classes.

An agency data is defined as a point or polygon feature class (feature class type). Point feature classes will be hosted by Motorola in a web application where the Customer will perform all additions/deletions/updates and Motorola will process these changes during the purchased cadence update. Polygon feature classes will be internally managed by Motorola and processed during the purchased cadence update. Customer will choose which feature class type is to be updated by Motorola before Motorola commences incorporating the chosen layer. Once identified, the agency layer choice cannot be changed and will be the only layer updated throughout the service term. Agency data is consumed AS-IS and is limited to standardization to conform with Motorola's data management schema. If the Customer is in need of agency data enrichment services, those can be provided as a separate quote.

For each update, the ArcGIS Server services used by the system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Solutions Responsibilities

1. Request and process the external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customers location validation environment.
2. Acknowledge receipt of request and understanding of the specifics of the requested change within three business days of receipt.
3. Process the agency GIS data update from the Motorola provided local data web application.
4. Process the agency GIS data retained in Motorola data repository that is not available in Motorola provided local data web application.
5. Perform symbology and labeling updates to map services as requested by the Customer and published per the update frequency.

Customer Responsibilities

1. Provide Motorola with consistent GIS data upon request at least five business days before the scheduled update.
2. Use Motorola-provided local data web application to update the agency GIS data layer.

3. Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.
4. Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
5. Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
6. Distribute mobile map packages MMPKs to Customer devices that have a Flex map installed.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

1.1.4 GeoProcessing and Publishing

For each update, the ArcGIS Server services that the Flex system utilizes will be refreshed with the updated data layer and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

1. Update and publish ESRI map service(s) to support Flex Mapping.
2. If Flex Quickest Route module is part of the deployed system, Motorola will rebuild and republish Customer supplied network dataset for routing service.
3. Create MMPK for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will be included in MMPK packages.
4. Update Customer's practice database and transmit email correspondence to Customer confirming delivery of an update.
5. Prior to updating Customers live database, email Customer informing them of the time the live database will be switched to the updated services.
6. Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.

Customer Responsibilities

1. Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
2. Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

1.1.5 Esri and Flex GIS Service Environment Updates

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.

In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Motorola will update Flex SOE and Flex address locators as needed to support the Flex solution.

The Customer will update the Esri ArcGIS Desktop software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Approve League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Approve User Agreement - Baseball and Softball Leagues - USL

Summary:

This is to approve an annual contract with Universal Sports League to operate the youth baseball / softball leagues.

Background Information:

Attached is the user agreement between the City and Universal Sports League / La Vergne Baseball / Softball Association. USL / LBSA was granted Board approval to administer the Youth Baseball / Softball program for the City of La Vergne. This initial contract will cover the 2023 Spring / Summer / Fall Seasons. The Term of this User Agreement shall be for one year and the User will have the right to use the property during the term of this Agreement.

Financial Summary:

The User agrees to pay the City \$8,000 per year, payable no later than November 1, 2023 for maintenance and materials costs.

Staff Recommendation:

Staff recommends approval.

LA VERGNE PARKS AND RECREATION

2023

LEAGUE FACILITY USER AGREEMENT

This User Agreement (the “User Agreement”), dated _____, made and entered for the 2023 Spring/Summer/Fall Seasons between the City of La Vergne, hereafter referred to as “the Department”, and Universal Sports League (USL) / La Vergne Baseball Softball Association hereafter referred to as “the User”. In consideration of the mutual promise and agreement continued herein, the Department and User agree to a Partnership as follow:

I. Purpose

The Department agrees to allow the User to *use* City of La Vergne controlled property at Veteran’s Memorial Park for the sole purpose of conducting a youth league baseball and softball program. The User *may* also provide items for the sale at the concession facility at the above property.

II. Term

The term of this User Agreement shall be for one year, commencing on November 1, 2022, and running through November 1, 2023. The User shall have the right to use the property during the term of this User Agreement. The User may not schedule any activity (i.e. game, tournament, etc.) on the property for a date or time until it’s approved by the Department. All regular season and tournament dates and times must be approved by the Department before the schedule is finalized. The Department shall then approve the established season schedule for the User’s use of the property. Said schedule will be attached as *Exhibit A*.

III. Participant Fees and Schedule

A. No participant fees will be collected by the City of La Vergne for Youth Leagues - under the condition that the La Vergne Parks & Recreation Department is considered a partner of that League.

B. The User will submit each year’s schedule by January 31, and the Department shall provide its response and/or approval by February 15. The parties agree to work together to resolve any schedule related issues and conflicts throughout the term of this User Agreement. The Department will provide blackout dates for the term of this agreement in which the facility cannot be used. The parties further agree that the final schedule for each year will be set by March 15. The User and the Department agree to seven (7) scheduled tournaments.

IV. Department Obligations

A. The Department will maintain the playing field for the normal games scheduled on *Exhibit A*.

Maintenance shall include:

1. Irrigation systems

2. Mowing of playing fields
 3. Field preparation (dragging, lining, and edging)
 4. General maintenance (i.e. fence repair, base repair, etc.)
 5. Days that it might rain the Department will do its best to try to open the fields for play.
- B.** The Department will maintain existing restroom facilities in a timely manner. Maintenance shall include:
1. Repairs and maintenance for roof
 2. Interior and exterior walls and doors
 3. Plumbing and electrical systems
 4. Provide paper products and routine cleanup of the restrooms
- C.** The Department will maintain existing concession stands. Maintenance shall include:
1. Repair and maintenance for roof
 2. Interior and exterior walls and doors
 3. Plumbing and electrical systems
 4. Dumping of grease
- D.** The Department will be responsible for providing trash receptacles and disposal of trash and litter from such receptacles.
- E.** The Department will maintain the parking areas.
- F.** The Department shall conduct a bi-annual meeting with the User to discuss maintenance issues and other league business. These meetings will take place prior to each spring and fall season.
- G.** The Department will pay for utility service (i.e. water, electricity, etc.) for the property.
- H.** The Department, with the help of the User, will determine whether rain or inclement weather has made the field unusable as soon as possible on scheduled game days. League administration can call or come to the Department's office to confirm cancellation of play on a field due to rain or inclement weather. (Absolutely no play will be allowed when fields are closed due to weather).
- I.** The Department will have two (2) business days to resolve a Maintenance request submitted by the User. If the maintenance request is not resolved in three business days, the Parks Supervisor will submit a written response via email to the User explaining the situation and how it will be resolved. (Please file maintenance requests with Parks & Recreation Administrative Assistant.)
- J.** The User agrees to pay the cost of field maintenance costs, including field dirt, safe coat, conditioner, chalk, mar mound or any other field needs as required at the minimum cost of \$8,000 per year, payable no later than November 1, 2023.

V. User Obligations

- A.** The User will provide any additional maintenance or replacement of any damage or lost equipment at the property during the dates of the agreement beyond the normal maintenance schedule. Such maintenance or replacement must be approved by the Director of the Department or the designee prior to any action being taken.
- B.** The User must maintain all players hold harmless agreements and make these documents available to the Department upon request.

- C. The User will maintain concession stands in a clean, safe and healthy condition. The User will dispose of ALL concession trash at the end of each use. The User shall store the used grease in a safe five (5) gallon bucket (provided by the Department) that shall be sealed at all times and shall inform the Department when the bucket needs to be dumped. The User has set internal rules with concession workers on who is allowed into the concession facility (Age). The User will not sell or promote the sale of any tobacco or alcohol products. The User is required to open concession on every date there is a game scheduled at the User's location indicated in *Exhibit A*. The User is to maintain the concession stand to local health department standards.
- D. The User will clean and secure all press box facilities and equipment on game and practice dates.
- E. The User will make reasonable and responsible efforts to maintain the property (i.e. playing fields, common areas, etc.) in a trash free condition. The User will perform daily trash and litter pick up and placement into provided receptacles.
- F. The User will supply first aid supplies and / or medical assistance required during any game, practice, or activity.
- G. The User shall deliver financial reports at the end of the year of the agreement attached as *Exhibit B*.
- H. The User shall require a volunteer coaching disclosure form from each coach, along with a list to include the name, address and phone number of each coach, and shall be maintained by the league, and made available to the Department. The User is required to perform a background check on all coaches, volunteers, and league staff. The User will provide copies of all background checks at any time when requested by the parks department.
- I. The User shall require all volunteer head and assistant coaches to attain N.Y.S.C.A. certification through the N.Y.S.C.A. online at www.nays.org. The Department has the authority to deny placement of any volunteer who does not comply with N.Y.S.C.A. standards as interpreted by the Department.
- J. The User shall complete Maintenance Requests Forms and turn in the forms within forty-eight (48) hours of completing the forms to the Department. All forms are available at the Department's office.
- K. The User is responsible for monitoring facilities during use. This includes all practices, games, and tournaments.
- L. The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ball field lights on until at least thirty (30) minutes before sunset and shall make sure the ball field lights are kept off for fields not in use for official practice or games. On an overcast day, the ball field lights may be turned on if the Parks and Recreation Director or Parks Supervisor is notified and gives his/her approval. The User will provide a league representative to ensure that all field lighting is turned off after each use of the facility.
- M. The User is responsible for making sure all field gates are locked when fields are not in use. The User will be financially responsible for any field damage associated with fields remaining unlocked. The User will provide a league representative to ensure that all field gates are locked after each use of the facility.

- N. The User is responsible for collaborating with the Department for information on field decisions for play that day. The User is responsible for all field decisions made after games are in play.
- O. The User shall complete an Accident Report (ex. Injury to a player) and turn the form in to the Department within forty-eight (48) hours of the actual accident. All forms are available at the Department's office.
- P. The User shall complete an Incident Report (ex. A coach is suspended from a game for unsportsmanlike behavior) and turn the form in to the Department within forty-eight (48) hours of the actual incident. All forms are available at the Department's office.
- Q. The User shall respect all other contracts and agreements that the City of La Vergne has made with any business or vendor.
- R. The User shall abide by and enforce the "No Smoking, Dogs, or Skateboards" beyond the provided area rule.
- S. The User will pay the City fifty dollars (\$50) per field / per day for the use of the City's fields for tournaments, payable no later than two weeks in advance to the tournament.
- T. The User is to play The National Anthem at the beginning of each game day.
- U. The User agrees to twelve (12) regular season recreation games, including Saturday games and an end of season tournament for each age division.
- V. The User will provide all necessary equipment required to administer a recreational Baseball / Softball League. This equipment shall include player uniforms (Jersey Shirt, Pants, Belt, & Hat), catcher's equipment, equipment bags, helmets, baseball and softball bats, and appropriate age division baseballs or softballs.
- W. The User and Department agree to up to seven (7) tournaments.
- X. The User will provide umpires for all baseball or softball games.

VI. User Representation

- A. The User represents that it is a non-profit or not for profit organization as defined by the Internal Revenue Code. Proof of this status must be on file with the Parks office.
- B. The User will not discriminate against any person, including but not limited to sex, race, religion, natural origin, or disability and that its programs and services comply with the American Disability Act.
- C. The User will have allowances for applicants that are financially unable to participate in the programs, and have a written plan in place. This plan is to be submitted to the Department for review and approval.
- D. The User will maintain a liability insurance policy with a minimum \$1,000,000 limit during the term of the User Agreement. The insurance policy must list the City of La Vergne as additional insured. A copy of this policy must be received by the Department within one week (7 days) before beginning the season and will become *Exhibit C*.

VII. Policies

- A. SIGNAGE.** All signs must be posted on the outfield / side fences and attached on all corners. All signs must be made of lightweight durable material. (Wooden signs are not permitted). Other signs permitted with approval of the Department.
- B. VENDORS.** Outside vendors will not be allowed to sell any products or services on the property without prior approval of the Department at least seven (7) days before the event. (Once the vendor is initially approved, vendor applicant is approved for one year). Each vendor must have liability insurance naming the City of La Vergne as additional insured.
- C. STRUCTURES.** The User will not alter or modify any existing building or structure, nor build any new building or structure on the property without prior written approval of the Department and the approval of all appropriate city departments.
- D. ALLOCATION OF FACILITIES.**
 - 1. La Vergne residents shall have priority for all programs and use of facility.
 - 2. In the event of facility limitations, as determined by staff, the following priority system will be utilized:
 - a. Recreation youth programs shall have first priority for usage.
 - b. Competitive youth programs shall have second priority for usage.
 - c. The Department will determine other schedule conflicts.
- E. POWERS.** The Department shall have the power to remove any organization or individual not abiding to this agreement or for conduct deemed inappropriate. There will be an appeals process for any person or organization who has not abided by this User Agreement. The Department recognizes and acknowledges that while the User is a partner with the city of La Vergne, it is a separate entity and internal decisions including choice of board members, removal of board members, and financial decisions will be the sole decision of the executive board of the User.
- F. AUDIT.** The Department reserves the right to perform an audit on any organization or league at any time.
- G. AMENDMENT.** The User Agreement constitutes the entire agreement between and by the City of La Vergne and the User. The User Agreement can only be amended by the Department and the User via meetings between the Department and the User.
- H. BY-LAWS.** By-laws and Constitution of the User must be approved by the Department before the institution of this agreement.
- I. KEYS.** The User must pay for any keys replaced. The User must turn in keys to facilities within two weeks (14 days) of the discontinued use of this User Agreement. Cost to replace a key is fifty dollars (\$50).
- J. SPONSORSHIP.** The Department is to be considered a Major Sponsor to the User.

VIII. VERBAL OR WRITTEN AGREEMENT BETWEEN THE USER AND/OR ANY EMPLOYEE OF THE PARKS AND RECREATION DEPARTMENT THAT IS CONTRARY TO THE ESTABLISHED CONTRACT IS *NOT* BINDING.

In witness whereof, the City of La Vergne and the User have executed this User Agreement and the User accepts the above property as suitable for the above stated purpose.

By: _____
Jason Cole **Date**
Mayor

ATTEST:

Bruce Richardson **Date**
City Administrator / City Recorder

By: _____
President – Julia Vestal **Date**

THIS USER AGREEMENT MUST BE UPDATED AND APPROVED EACH YEAR. THE PARKS AND RECREATION DEPARTMENT HAS THE POWER TO REVOKE THE PRIVILEGES OF ANYONE FAILING TO COMPLY WITH THE SIGNED AGREEMENT.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Ratify the Approval of Change Order #1 for the Industrial Blvd. Sewer Expansion Project.

Department: City Administrator

Presented By: Kyle Brown, John Gahring

Item Attachments: 1. Change Order #1

Summary:

This is to ratify the approval of Change Order #1 for the Industrial Blvd Sewer Expansion Project.

Background Information:

This change order is for the installation of 12-inch C-900 PVC water main in lieu of the 12-inch ductile iron pipe as intended. This change is required to maintain the current contract schedule as there is a 12 month, or longer, delay in obtaining ductile iron pipe.

Financial Summary:

This change order will increase the amount of the project by \$16,233.00.

Staff Recommendation:

Staff recommends approval.

CHANGE ORDER

Order No. One (1)

Date: October 3, 2022

Agreement Date: September 26, 2022

NAME OF PROJECT: Industrial Boulevard Sewer Expansion
OWNER: City of La Vergne, Tennessee
CONTRACTOR: Isinguard Construction Group, Inc.

The following changes are hereby made to the Contract Documents:

There is a 12-month, or longer, delay in obtaining ductile iron pipe. C900 PVC pipe can be obtained in 4 weeks. This change order provides for the installation of 12-inch C900 PVC water main in lieu of 12-inch ductile iron water main at an additional price per linear foot of \$10.82 for a total installed unit price of \$243.82/LF.

Change to Contract Price

Original Contract Price	\$1,540,026.00
Current Contract Price adjusted by previous Change Order	\$1,540,026.00
increased/decreased by:	<u>\$16,233.00</u>
The new Contract Price including this Change Order will be	\$1,556,259.00

Change to Contract Time

The Contract Time will be unchanged.

The date for completion of all work will be March 16, 2023.

Justification

Accepted by: David R. Eathorpe 10/4/2022
(Contractor) (Date)
Recommended by: [Signature] 10/03/22
(Engineer) (Date)
Ordered by: [Signature] 10/6/2022
(Owner) (Date)



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Ratify the Approval of the First Amendment and Second Amendment to the Purchase and Sale Agreement with Trinidad/Benham Corp., for the Purchase of the Public Works Facility Located at 148 International Blvd.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. First Amendment
2. Second Amendment

Summary:

This item will ratify the approval of two amendments to the Purchase and Sale Agreement that was approved by the Board on September 6, 2022.

Background Information:

The buyer, Trinidad/Benham has been working toward closing on the property. During the due diligence period, they had some items that took a little longer to get completed. The original due diligence period was supposed to end on September 30, 2022. They requested the First Amendment to extend the due diligence time frame until October 14, 2022. Due to the timing of the request, we were not able to get the First Amendment on the last Board meeting agenda. Mayor Cole went ahead and approved the amendment pending ratification by the Board.

Unfortunately, the expiration date on the First Amendment was not long enough to get all of the items completed, so they requested a Second Amendment that was subsequently approved by the Mayor pending ratification by the Board. This Second Amendment extended the due diligence period until January 13, 2023. No other terms of the original Purchase and Sale Agreement have changed.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is made and entered into this 30th day of September, 2022 (the “**Effective Date**”), by and between CITY OF LA VERGNE, TENNESSEE, a Tennessee municipal corporation (“**Seller**”) and TRINIDAD/BENHAM CORP., a Colorado corporation (“**Buyer**”).

RECITALS:

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement dated September 6, 2022 (the “**Agreement**”), concerning the sale and purchase of the Real Property, as further described in the Agreement.

B. Seller and Buyer desire to amend the Agreement as set forth in this First Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Initially capitalized terms used herein and defined in the Agreement shall have the definitions contained in the Agreement, unless otherwise defined herein. All terms that are defined in this First Amendment and used in any provisions that are added to the Agreement pursuant to this First Amendment will have the meanings set forth for such terms in this First Amendment.

2. **Extension of Due Diligence Period.** The Due Diligence Period is hereby extended and will expire on Friday, October 14, 2022 at 5:00 p.m. (Mountain Time).

3. **Effect of Amendment.** Except as amended by this First Amendment, the terms and provision of the Agreement shall remain in full force and effect.

4. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed a duplicate original.

5. **Electronic Signatures.** Electronic copies of any party’s signature may be delivered by email or other electronic means and, upon such delivery, shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the Effective Date.

SELLER:

CITY OF LA VERGNE, TENNESSEE,
a Tennessee municipal corporation

By: 
Name: Jason Cole
Title: Mayor

BUYER:

TRINIDAD/BENHAM CORP.,
a Colorado corporation

By: 
Name: Jason C. Kvolsen
Title: Vice President

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Second Amendment**”) is made and entered into this 14th day of October, 2022 (the “**Effective Date**”), by and between CITY OF LA VERGNE, TENNESSEE, a Tennessee municipal corporation (“**Seller**”) and TRINIDAD/BENHAM CORP., a Colorado corporation (“**Buyer**”).

RECITALS:

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement dated September 6, 2022 (the “**Original Agreement**”), as amended by that certain First Amendment to Purchase and Sale Agreement dated September 30, 2022 (the “**First Amendment**” and together with the Original Agreement, the “**Agreement**”), concerning the sale and purchase of the Real Property, as further described in the Agreement.

B. Seller and Buyer desire to amend the Agreement as set forth in this Second Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Initially capitalized terms used herein and defined in the Agreement shall have the definitions contained in the Agreement, unless otherwise defined herein. All terms that are defined in this Second Amendment and used in any provisions that are added to the Agreement pursuant to this Second Amendment will have the meanings set forth for such terms in this Second Amendment.

2. Extension of Due Diligence Period. The Due Diligence Period is hereby extended and will expire on Friday, January 13, 2023 at 5:00 p.m. (Mountain Time).

3. Effect of Amendment. Except as amended by this Second Amendment, the terms and provision of the Agreement shall remain in full force and effect.

4. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed a duplicate original.

5. Electronic Signatures. Electronic copies of any party’s signature may be delivered by email or other electronic means and, upon such delivery, shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the Effective Date.

SELLER:

CITY OF LA VERGNE, TENNESSE,
a Tennessee municipal corporation

By: Jason Cole
Name: Jason Cole
Title: Mayor

BUYER:

TRINIDAD/BENHAM CORP.,
a Colorado corporation

By: J.C. Knudson
Name: Jason C. Knudson
Title: Vice President



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Approve a Letter of Intent from PG Stones River Partners for the Purchase of 169 Stones River Road - Fire Station #41.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. LOI - Purchase of 169 Stones River Road

Summary:

This is an item to approve a LOI from PG Stones River Partners to purchase the existing Fire Station #41 that is located at 169 Stones River Road.

Background Information:

In April 2022, the Board of Mayor and Aldermen approve Resolution #2022-05, which allowed the Mayor to enter into a contract for the sale and lease of the fire station property located at 169 Stones River Road. This allowed the Mayor to negotiate the sale of that property with the owner of Pool and Spa Depot, who had submitted an offer for the property. The city conducted an appraisal and the value came back in June 2022 at \$300,000. A formal letter of intent was submitted and reviewed by the city attorney, who requested changes. This revised LOI was submitted after the changes had been made.

The purchase price in the LOI is for \$300,000, which matches the appraisal. There is a lease back provision after one year in case we have not moved off the property and into the new fire station by that time. A lease agreement will be drawn up and approved as a part of the final sales agreement and closing.

If approved, the next step would be for a sales contract to be written and agreed on by both parties. This sales agreement would come back for approval at a future city

council meeting for final approval.

Financial Summary:

The buyer is offering \$300,000 which could be used toward the construction of the new Fire Station #41 building.

Staff Recommendation:

Staff recommends approval.

October 21, 2022

Via Email

Bruce Richardson

City Administrator

City of La Vergne

brichardson@laveragnetn.gov

Jason Cole

Mayor

City of La Vergne

jcole@laveragnetn.gov

**Re: Letter of Intent for the Purchase of 169 Stones River Rd.,
LaVergne TN 37086 (the “Property”)**

This letter of intent (“**Letter**”) outlines the basic terms under which PG Stones River Partners or its designated assignee (“**Purchaser**”) is prepared to consider the acquisition of the Property from the City of LaVergne, a Tennessee Municipal Corporation (“**Seller**”) and to commence negotiations on a mutually acceptable Agreement of Purchase and Sale (the “**Agreement**”) for the Property.

1. Purchase Price. The purchase price shall be **\$300,000.00** (“**Purchase Price**”), subject to customary prorations and adjustments.

2. Earnest Money. Within 5 business days after mutual execution of the Agreement, Purchaser shall deposit the sum of **\$3,000.00** (the “**Earnest Money**”) with Attorneys Title Company, Inc., 2927 Berry Hill Drive, Nashville, TN 37204 as escrow agent (“**Escrow Agent**”) for First American Title Insurance Company (the “**Title Company**”), which Earnest Money shall be applicable towards the Purchase Price at the closing and refundable as set forth herein. Purchaser shall be entitled to all remedies available at law or in equity for Seller’s default under the Agreement, including a return of the Earnest Money. Should Purchaser elect to proceed to acquire the Property following the expiration of the Due Diligence Period, the Earnest Money shall become nonrefundable to Purchaser and shall constitute liquidated damages and be the sole remedy of Seller in the event of Purchaser’s default under the Agreement.

3. Due Diligence Period.

a. The Agreement will call for Seller to provide Purchaser with copies of the following listed information or such other information as may be specified in the Agreement to the extent it exists and is in Seller’s possession or control (the “**Property Information**”): the latest property tax bills and value renditions; wetlands and environmental reports concerning the Property; any governmental permits or approvals; surveys and site plans; existing title policies; any soils and engineering reports on the Property; development, zoning, or entitlements agreements and applications; tests, studies, and documents relating to the Property; and any other information as may be reasonably requested by Purchaser. All Property Information should be

delivered to Escrow Agent at the address listed above in Section 2 or to Greg Carrell via e-mail to greg.carrell@pgsrp.com.

b. Purchaser will have a due diligence period of **60 days** (the “**Due Diligence Period**”), which will commence upon mutual execution of the Agreement, to be satisfied in all respects with the Property, including the physical condition of the Property and the Property’s suitability for Purchaser’s intended use thereof. If Purchaser is not satisfied with the Property in its sole discretion, it may elect on or before the expiration of the Due Diligence Period to terminate the Agreement and receive a refund of the Earnest Money and any interest earned thereon.

4. Conditions to Closing. The Agreement will include the following conditions to Purchaser’s obligation to purchase the Property:

a. There shall have been no material change in the condition of or affecting the Property and the adequacy of utilities.

In the event Purchaser gives Seller notice that any or all of the conditions above are not fulfilled by the expiration of the Due Diligence Period, the Agreement will terminate and be of no further force or effect, and the Earnest Money will promptly be returned to Purchaser.

5. Closing and Proration.

a. Closing of the transaction contemplated by this Letter shall take place within 30 days of the expiration of the Due Diligence Period, or such earlier time as the parties agree. At the closing, title to the Property will be conveyed by Seller to Purchaser in fee simple absolute, subject only to real estate taxes not yet due and payable and such other exceptions to title as have been disclosed to and approved by Purchaser. Purchaser shall be responsible for the cost of an ALTA policy of title insurance in the full amount of the purchase price issued through the Escrow Agent on behalf of the Title Company. Purchaser shall pay the cost of any endorsements that Purchaser may require. Purchaser shall pay all transfer taxes, stamp taxes, recording fees, and similar costs in connection with the transfer of the Property to Purchaser.

6. Legal Effect.

a. Purchaser and Seller each acknowledge that a transaction of this type involves terms and conditions which have not yet been agreed upon and that this Letter is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed transaction but contemplates and is subject to the negotiation and execution of the Agreement. Except as provided in Paragraph 3(c), Paragraph 8, and in subparagraph (b) below, neither Purchaser nor Seller will be legally bound in any manner or have any obligations to each other unless and until the Agreement has been executed by both parties. The provisions of Paragraph 3(c), Paragraph 8, and subparagraph (b) below are intended to be and shall be legally

binding upon the parties. Any actions taken and expenses incurred prior to entering into an Agreement are taken at a party's own risk and will not be deemed to evidence the existence of a contract, nor shall they give rise to any claim against the other, including without limitation any claim for reimbursement of such expenses. The parties each expressly assume the risk that during any negotiation they may incur fees and expenses or that they may forego other business opportunities or transactions as a result of the transaction contemplated herein. The fact that either party may incur such expenses or forego such opportunities shall not, under any circumstances, give rise to a claim against the other.

b. Prior to the execution of the Agreement, this Letter constitutes the entire understanding and agreement between the parties concerning the proposed transaction, and the terms of this Letter may not be modified, revised, waived, or voided except by an express written instrument executed by both parties. Upon execution of the Agreement, this Letter shall terminate.

7. Lease Back. Seller and Purchaser contemplate that they will execute a lease agreement that will grant Seller the right to occupy and use the property for up to an additional year after the closing of the transaction contemplated herein, with Seller remaining responsible for taxes, insurance, and maintenance costs during the lease period and any renewal periods. The parties further contemplate that the lease will allow the Seller to terminate the lease and vacate the Property at any time prior to the end of the lease period or renewal periods.

8. Seller's Counsel. Purchaser will prepare a draft Agreement for review by Seller and its counsel. To expedite delivery of the draft Agreement, please complete the name, address, phone number, and e-mail address of Seller's legal counsel for this transaction, if any:

E. Evan Cope
119 E Main St
Murfreesboro, TN 37150

ecope@evancope.com
615 617 3490

9. 1031 Exchange. Purchaser may consummate the purchase contemplated by the Agreement through a like-kind exchange (the "**Exchange**") pursuant to Section 1031 of the Internal Revenue Code. Purchaser would affect the Exchange through a qualified intermediary, and the Exchange shall not modify the parties' liabilities or obligations under the Agreement.

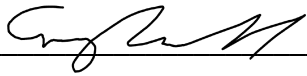
If the foregoing is acceptable, please evidence your acceptance by executing a copy of this Letter and returning it to us by e-mail or otherwise by November 15th, 2022. We look forward to working with you to successfully complete this transaction.

[Signatures on Following Page]

Executed this _____ day of _____, 2022.

PURCHASER:

PG Stones River Partners

By:  _____

Its: Partner _____

SELLER:

By: _____

Its: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Approve the Renewal of the Employee Benefits Package for 2023

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: None

Summary:

Human Resources and Willis Towers Watson (broker) have finalized the 2023 Employee Benefit Package including medical, dental, vision, disability, flexible spending, and cobra coverages.

Background Information:

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

Medical – Will remain with BlueCross BlueShield (BCBS) and will remain at the superior coverages provided now. In 2023, BCBS will include a transition to Teladoc Health with the following services:

Teladoc Health base product- Includes more services!

- Urgent Care 24/7 (previously PhysicianNow (MDLive))
- Mental Health Care (including psychology/psychiatry)
- Dermatology
- Neck/Back Care

- Nutrition Counseling
- Tobacco Cessation

New virtual products- Now available!

- Primary Care (Primary360)
- Mental Health Care (myStrength Complete)
- Care coordination included in both programs
- Available add-ons with no additional PEPM admin fee
- Per participant per month fees billed as claims

Livongo by Teladoc Health- Additional chronic care programs available.

- Hypertension Management
- Pre-Diabetes Management
- Diabetes Management

Stop Loss – Will remain with BCBS “BlueRe”, however due to rising costs in monthly premiums, will increase the specific deductible level from \$85,000 to \$95,000. Absorbing this \$10,000 deductible increase saves over 10% in monthly premiums.

Prescription – Due to RxBenefit contract issues, BCBS-Tennessee (BCBS-TN) will assume PBM administration. Prescription coverage is still formulary driven, however, all attempts will be made to return to the hassle free transaction experience our employees had in 2021.

Dental – Change carriers from UMR to BCBS-TN for all dental services.

Vision – Change carriers from UMR to BCBS-TN for all vision services, except for Lasik coverage.

Lasik – While BCBS-TN is unable to provide the same level of Lasik eye benefit as previously provided, the City will continue providing the benefit at the same coverages that include \$2,500 per eye lifetime benefit. Administration will be done internally with HR and Finance working on a plan.

Short Term Disability (STD) – Change carriers from UMR to The Standard. This is in large part due to the requirement that UMR placed on their bid for services that eliminated the ability to pick parts of their proposal. It was “all or nothing.” The City has already established services through The Standard (including Long Term Disability, Life Insurance, Critical Illness Coverage, and Cancer Coverage).

Flexible Spending (FSA) and Cobra Administration – Change carriers from

iSolved to Employee Benefit Corporation (EBC). This is due to a change in brokers and also preparation for integration with the new HRIS system.

Financial Summary:

Insurance Item	2022 Cost	2023 Cost	Difference
Medical Renewal - BCBS-TN (including PBM Administration)	\$174,742	\$166,665	Decrease of 4.85%
Stop Loss Renewal - BCBS "BlueRe"	\$591,784	\$594,693	Increase of 0.49%
Prescription Rebates (estimated)	\$440,000	\$336,200	Decrease of 23%
Dental - BCBS-TN	\$4.85 PEPM	\$4.50 PEPM	Decrease of 7.3%
Vision - BCBS-TN	\$1.30 PEPM	\$0.95 PEPM	Decrease of 27%
Short Term Disability - The Standard	\$2.25 PEPM	\$4.83 PEPM	Increase of 115%
Flexible Spending Account / Cobra Administration	\$5.38 PEPM	\$4.91 PEPM	Decrease of 8.8%

PEPM = per employee, per month

Staff Recommendation:

Staff recommends approval.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: Approve a Rental Agreement with LifePoint Church to use their Facilities for the City's Annual Employee Christmas Party.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. LifePoint Church Rental Agreement

Summary:

The City of La Vergne Human Resource (HR) department would like to propose an Annual Christmas Party for all employees and an invite for a plus one of their choosing. The Christmas party will include inter-department engagement, games, catered meal, and prize drawings.

Background Information:

Since approximately 2001, the City has held a Christmas luncheon at the Multipurpose building for employees only. To assist and grow employee engagement and retention, we are proposing to hold the event off site and outside of normal work hours. Many other municipalities hold annual banquets and this would help differentiate our events between the Thanksgiving luncheon and the Christmas banquet.

Human Resources has toured all the venues, except for the Wilson County Expo Center, as the staff did not show for the appointment time and returned no phone calls. Also the expo center is on the grounds of the annual Christmas light show, which would be a traffic concern for our employees trying to attend the banquet.

LifePoint Church in Smyrna is the best option and can support over 500 attendees.

Financial Summary:Venue Options:

- **LifePoint Church - \$420.00 (for cleaning)**
- The Wilson County Expo Center - \$1,250 (Verbal quote only.)
- The Barn at Sycamore - \$1,747.50
- The Mill at Lebanon - \$5,200.00

Staff Recommendation:

Staff recommends approval.



RENTAL AGREEMENT

CHURCH FACILITIES RULES AND REGULATIONS

The applicant, the organization and each of its officers shall be responsible for the enforcement of, and compliance with these rules and regulations.

Purpose Statement

The church's facilities were provided through God's benevolence and by the sacrificial generosity of church members. The church desires that its facilities be used for the fellowship of the Body of Christ and to bring God glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-members as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

But facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, [the church's Confession of Faith](#), constitution and bylaws. Nor may church facilities be used for activities that contradict, or are deemed inconsistent with, the church's faith or moral teachings. The Senior Pastor, or his official designee, is the final decision-maker concerning use of church facilities.

This restricted facility use policy is necessary for two important reasons. First, the church may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be material cooperation with that activity, and would be a grave violation of the church's faith and religious practice. (2 Cor 6:14; 1 Thess 5:22.)

Second, it is very important that the church present a consistent message to the community, and that the church staff and members conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing facilities to be used by groups or persons who express beliefs or engage in practices contrary to the church's faith would have a negative impact on the message that the church strives to promote. It could also cause confusion within the community, because they may reasonably perceive that by allowing use of our facilities, the church agrees with the beliefs or practices of the persons or groups using its facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the church's faith use any church facility. Nor may church facilities be used in any way that contradicts the church's faith. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's sanctuary, because the church sees all of its property as holy and set apart to worship God. (Col 3:17.)

APPROVED USERS AND PRIORITY OF USE

The official designee must approve all uses of church facilities. Generally, priority shall be given to church members, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are consistent with the church's faith and practice.
2. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.
3. In regards to hosting weddings at LifePoint, please see Wedding at LifePoint Rental Agreement Document.

PRIOR TO RENTAL:

1. Reservations must be made at least 3 weeks in advance. Reservations must be in writing using the online [Facilities Request Form](#) provided by LifePoint Church.
2. The church facilities will be made available for rental to groups outside the church, however, these groups are to understand that change in church schedules may cause previous arrangements for the use of facilities to be rescheduled or canceled. Notification will be made in advance should this occur. Use of the facilities must not interfere with Church activity and special arrangements must be made if the church facilities are used on Saturday after it has been cleaned and set up for Sunday Worship Gatherings.
3. Any payment of rent is due one week prior to the event. The organization or individual is responsible for the cost of cleanup associated with the event. Cost of custodial services and cleanup will be added to the contract if needed.
4. Normally, a Certificate of Insurance naming LifePoint Church as co-insured and/or additional insured for the rental date must be on file with LifePoint Church. Liability Insurance must be in the amount of \$1,000,000.00. Please contact the LifePoint Church office with any questions.
5. Use of LifePoint Church-owned Equipment must be approved in advance on the Facility Request Form and any appropriate instruction must be sought prior to day of usage.
6. Expected media coverage must be submitted to and approved by LifePoint Church in advance of the usage.
7. Arrangements for entertainment or music must be approved by LifePoint Church.
8. Use of kitchen and/or appliances must be pre-approved on Facility Request Form and any appropriate instruction must be sought prior to day of usage.
9. Arrangements for special set up and/or decorations must be pre-approved by LifePoint Church.
10. All food and non-food items stored in the kitchen and/or refrigerator and freezer

must be clearly marked with an event or a name and removed immediately after the event.

11. The name of the Church shall not be used as an endorsement of an event.

DURING USAGE:

12. Usage is restricted to the specific facilities approved on the Facilities Request Form and Rental Agreement.

13. Children and youth and all attendees must be supervised at all times by an adult representative of the Renter.

14. Removing or moving of LifePoint Church-owned equipment/supplies/items may only be done with prior permission. Use of LifePoint Church-owned equipment/supplies must be returned to the proper place and in clean condition.

15. Users must report, and pay for, any equipment or property damage.

16. There shall be no smoking inside any of the facilities and the use of any alcoholic beverages and/or illegal drugs of any kind are prohibited anywhere on the premises. Abusive or foul language and violent behavior are strictly prohibited on church premises. Any person exhibiting such behavior will be required to leave the premises.

17. No tape, pushpins, tacks, staples or other fasteners are allowed on any walls, doors, seats or other building surface without pre-approval.

18. When events involve food, please take all trash and recycling to the appropriate outside container. Please also take all leftover food with you.

19. Kitchen/Café must be left in clean condition with all used items properly washed, wiped, and/or put away.

20. Any personal or group property left on the church premises shall be at renters risk and only with prior permission.

21. Any consumables such as cups, snacks, napkins, etc. must be provided by the Renter. LifePoint Church will not supply these items.

ADDITIONAL INFORMATION:

22. Reservations may not be reassigned or sublet to any individual or group.
23. LifePoint Church reserves the right to refuse rental to anyone.
24. LifePoint Church may rescind or modify any part of the Rental Agreement at any time.
24. No hazardous, unsafe or illegal materials and/or activity is permitted on the premises.
26. LifePoint Church reserves the right to require private security to be hired by Renters for use of the facility.
27. All persons and groups must sign the Rental Agreement and the Facility Request form prior to reservation of church facilities.
28. LifePoint Church reserves the right to terminate the event booking if there is a discrepancy between the actual event and the description of the event provided by the Applicant in this agreement such that the actual event materially contravenes those Confessions of Faith, in which case LifePoint Church shall repay in full any deposit paid by the Applicant without further liability of either party.
29. Cancellation- LifePoint Church will refund payment in full for any event which is canceled, provided that at least 72 hours advance notice is given to LifePoint Church of the cancellation. In the event that it is not given 72 hours advance notice of cancellation, LifePoint Church may charge a fee of up to 1/2 of the total event fee as liquidated costs for the cancellation.
30. Operation of Sound and Visual Media Equipment- Only LifePoint Church trained Audio/Video technicians shall be allowed to set up, operate and take down Audio/Video equipment anywhere in the building unless otherwise arranged. Applicants who are using and operating LifePoint owned Audio/Visual equipment shall comply in all respects with the operational guidelines provided by LifePoint Church.
31. Waiver of Liability- Excepting an event of misconduct or gross negligence by LifePoint Church or its agents, the Applicant covenants that it will not hold LifePoint

Church, its board or its employees responsible for any medical or personal injury, or any other loss or damage and hereby waives any claim against LifePoint Church. The Applicant acknowledges its responsibility to take the necessary steps for insuring against personal injury, loss, property damage, or any other loss of damage that might be incurred by it or the people at the Facility during the event.

32. Indemnity- To the extent permitted by Tennessee Law, The Applicant hereby agrees to indemnify and hold harmless LifePoint Church, its officers, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person or from any property damage occurring during the rental term arising by reason of any breach, violation or non- performance under this agreement by the Applicant, its directors, agents, or employees. LifePoint Church hereby agrees to indemnify and hold harmless the Applicant, its officers, directors, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person or from any property damage occurring during the rental term arising by reason of any breach, violation or non-performance under this agreement by LifePoint church, its officers, agents or employees.

33. Authorization for Treatment- In the event of injury or illness, the Applicant authorizes LifePoint Church personnel, staff or designates to seek and obtain such emergency or medical services for people as may be deemed necessary at the time.

34. Binding Effect- This document shall constitute the sole and entire agreement between the parties and is intended to create legal obligation. The undersigned hereby warrants that it has authority to bind the Applicant as per the Terms and Conditions hereof. This document shall not be of any effect unless executed by both parties.

I AFFIRM THAT:

1. I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith. [See Appendix A: Confession of Faith.](#)
2. To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to church staff.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which are requesting use of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts in belief to church staff.
4. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the church's approval, which is conditioned in part on my agreement to the requirements in the Rental Agreement – Church Facilities Rules and Regulations, a copy of which I have read and understood.

I have read and understand the Rental Agreement - Church Facilities Rules and Regulations and agree to affirm and abide by all said rules and regulations.

I declare that I am an authorized representative of the authorized renting organization.

Responsible Party Name

Responsible Party Signature

Renting Organization Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: First Reading - **Ordinance #2022-24** - An Ordinance to Amend the Fiscal Year 2022-2023 Fire Impact Fee Fund Budget

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Ordinance #2022-24

Summary:

This is an ordinance to use Fire Department Impact Fees to purchase nine sets of turn-out gear fire department.

Background Information:

The fire department would like to utilize the Fire Department Impact Fees for the increased service level of nine new firefighters. The gear is for the budgeted new employees. This purchase price is based on HGAC contract number EE08-19.

Approval of the purchase of this personal protective equipment will include coats, pants, boots, fire hoods, and helmets.

Financial Summary:

The cost of the equipment is \$39,000. The funds will come from the fund balance in the Fire Department Impact Fees and be moved to an expenditure line item for the purchase.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2022-24

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 FIRE IMPACT FEE FUND BUDGET.

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

The 2022-2023 Budget is hereby amended for the **Fire Impact Fee Fund** by providing for:

Increased Expenditures for account number:

322-42200-329	Fire Impact - PPE	\$	39,000
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Decrease Fund Balance:

322-37840	Transfer from Fund Balance	\$	39,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: First Reading - **Ordinance #2022-25** - Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2022-25

Summary:

This item will approve a budget amendment to allocate the funding for the construction of Fire Station #41.

Background Information:

At the last meeting, a bid was approved for the construction of the new Fire Station #41. The contract has been signed and construction should be starting soon. This ordinance will amend the general fund budget to allocate the funds for this project.

Last year, the city issued general obligation bonds and this was one of the projects we included to fund with those bonds.

Financial Summary:

The bid that was awarded to Romach was for \$11,512,100. This is the amount included in this ordinance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2022-25

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

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

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

Increased Expenditures for account number:

110-42100-920 Fire Station - Construction	\$ 11,512,100
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Decrease Fund Balance:

322-37840	Transfer from Fund Balance	\$ 11,512,100
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: October 27, 2022

Item Title: **Resolution #2022-25** - A Resolution to Amend the Employee Handbook.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2022-25

Summary:

The City of La Vergne Human Resource (HR) department, in conjunction with our insurance provider Public Entity Partners, has developed an internal Accident Review Board. This board would be comprised of employees who would follow standard procedures and outcomes for monthly reviews of vehicle accidents with city property.

Background Information:

Most accidents are unavoidable and come with the type of work that the City of La Vergne supports. The objectives of this board would be to meet monthly to review all vehicle accidents based on the established procedures and outcomes approved by City Administration and BOMA. Having the established standard work will help to eliminate bias and subjectivity involved with the review process.

Financial Summary:

No financial impact. The goal would be to identify cost reduction strategies to save property and costs related to claims and repairs.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2022-25

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE that:

SECTION I. Amend Chapter 8, Section 8.8 (D) of the Employee Handbook to read as follows:

D. Reporting Vehicle Accidents or Damage

All employees that operate a municipal vehicle or piece of equipment shall immediately report to their supervisor or Department Head any vehicle or equipment accidents or damage incurred while operating said vehicle, and shall remain at the scene. A crash report is required for all accidents to be completed by law enforcement. An accident involving the La Vergne Police Department requires an accident report from another law enforcement agency. The employee will complete an Accident Report Form that describes in sufficient detail how the accident occurred. The supervisor or Department Head will complete a Vehicle Investigation Report. These reports must be forwarded to the Director of Human Resources within 24 hours. Additionally, all accidents are reviewed monthly by the Accident Review Board as described in Section 13.5. Failure to report an accident or damage to equipment, regardless of fault or severity of damage to the vehicle or piece of equipment, will be subject to disciplinary action, up to and including termination.

SECTION II. Amend Chapter 13, of the Employee Handbook by adding a new Section 13.5 entitled "Accident Review Board" to read as follows:

13.5 ACCIDENT REVIEW BOARD

The purpose of this program is to ensure that all City of La Vergne vehicles and equipment are operated in a manner that ensures the safety of the employee and citizens of La Vergne. The intent of this program is to standardize how accidents are handled throughout the City. All accidents resulting in property damage, personal injury to employees or citizens, city owned property or property of others, shall be investigated and the required reports submitted. A copy of those reports must be submitted to the Director of Human Resources.

A. Authority to Investigate

1. The on-duty supervisor, department director, or Director of Human Resources shall guarantee that all accidents involving City of La Vergne vehicles and/or equipment are investigated and reported as required.

2. The Director of Human Resources is responsible for making sure all necessary investigative reports are completed and forwarded to the Accident Review Board for the next monthly review.

B. Accident Review Board

1. The Accident Review Board is intended to be the “investigating body” for the City. The Board will review all accidents to make recommendations to department Directors to prevent future incidents. This review applies to all departments except the independent investigation of pursuits within the La Vergne Police Department. In the event an accident is deemed by the Board as “Preventable”, the affected employee will be notified by the department Director. A hearing will be scheduled and the employee may be present when their accident is being reviewed to offer explanations or witnesses. It is the employee’s responsibility to notify the Director of Human Resources of all persons who attend at the employee’s request.
2. Some members of the Board may be prohibited from serving during the accident review:
 - a) Members of the Accident Review Board that have been involved in the accident scheduled to be reviewed.
 - b) Direct supervisors of the employee involved in the accident.
 - c) Other situations where conflicts of interest may exist.

C. Documentation

The following documentation is required in order for the Accident Review Board to conduct a thorough and fair review of the accident:

1. Accident/Injury/Loss Report: This report, after being completed, will be reviewed signed and dated by the employee’s supervisor. After review, this will be forwarded to the Director of Human Resources.
2. Tennessee Uniform Traffic Crash Report: City of La Vergne Police traffic crash report (if applicable).
3. Photographs: Any photographs, or recorded video, taken at the scene of the accident must be sent to Human Resources Department for inclusion with the file to be presented to the Accident Review Board.
4. Maintenance Records: In the event that the driver/operator of a vehicle (or piece of equipment) states that the accident occurred as a result of any type of mechanical failure, it is required that the vehicle (or piece of

equipment) be checked and/or tested immediately by the Fleet Manager or Director of Public Works. After inspection, the results will be forwarded to the Director of Human Resources.

D. Procedures

1. The Accident Review Board will review all available documentation and determine if the accident was preventable or non-preventable on the part of the employee.
2. If the accident is determined to have been non-preventable, no disciplinary action will be recommended.
3. If the accident is determined to have been preventable, appropriate action will be recommended in accordance with the measures outlined in the next section.

E. Definitions

1. Negligent: Careless, lax, inattentive (e.g., negligent act). The failure to use a reasonable amount of care when such failure results in injury or damage to another person or property.
2. Non-Contact Incident: An incident involving a City of La Vergne vehicle and/or equipment operator whereby no vehicle contact is made, however it is shown that our vehicle or operator contributed to the accident.
3. Accident: Any occurrence resulting in personal injury or property damage to a City employee, City property, private individual or private property. This will include (but not be limited to) traffic accidents, property damage, and non-contact incidents.
4. Preventable Accident: Any accident that results in property damage or physical injury that could have been avoided by appropriate action taken by the employee.
5. Violation: Infringement or breach of law, rule, right, etc.
6. Vehicle: A device or structure for transporting persons or things; a conveyance. For the purpose of this program, vehicle will include the following: Motor Vehicles (cars, trucks, and fire apparatus), Heavy Equipment (backhoes), etc.
7. Equipment: Shall include (but not be limited to) the following: Trailers, Mowers, or any other equipment not designed to be operated on a roadway.

F. Disciplinary Action

When an employee is the driver/operator of a City of La Vergne vehicle and/or piece of equipment involved in an accident that is determined to have been preventable by the Accident Review Board, appropriate disciplinary action will be recommended to the Director of the department. It is important to note that the Review Board itself does not administer disciplinary action. Ultimately, the authority to administer disciplinary action lies with the Department Director and/or City Administrator. The Accident Review Board will make recommendations of action, based upon a points system, to the department Director. Points will be imposed for contributing factors to the accident and credited for such items as good driving record and extenuating circumstances.

G. Appeals

Employees who receive disciplinary action for preventable accidents may appeal the action to the City Administrator in accordance with the applicable appeals process set forth in the City of La Vergne Personnel Policies and Procedures Employee Handbook.

SECTION III. All motions or parts of motions and resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION IV. This resolution shall take effect immediately upon its passage, the public welfare requiring it.

Adopted this the 1st day of November, 2022.

Mayor

City Recorder



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: OCTOBER 24, 2022

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
Magen Honeycutt - Alderman - Chairman	May 2022	Term of Office
Vacant (Marshall Smith)	May 2022	April 30, 2026
Dianne Zahnle	May 2022	April 30, 2026
Alfred "Al" Lane	May 2022	April 30, 2025
Mark Bell	May 2022	April 30, 2025
Samantha Agee-Roark	May 2022	April 30, 2024
Tabitha Howard	May 2022	April 30, 2023

We have a vacancy on this committee due to the resignation of Marshall Smith. We have started advertising this position on Channel 3 and Social Media, but have not received any applications at this time. If we do not receive any applications by Tuesday, November 1, 2022, this item will be removed from the agenda.



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M E M O

DATE: OCTOBER 24, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Magen Honeycutt - Alderman - Chairman	February 2022	December 31, 2024
Bridget Cole - Vice-Chairman	February 2016	December 31, 2022
Gary Frazier	February 2014	December 31, 2022
Martin Burgess	December 2021	December 31, 2023
Kemishia Sadler	February 2018	December 31, 2023
Linda Steed	July 2017	December 31, 2022
Vacant (Christian Rodriguez)	June 2022	December 31, 2024

We have a vacancy on the Library Board due to the resignation of Christian Rodriguez. We have started advertising this position on Channel 3 and Social Media and have not received any applications at this time. If we do not receive any applications by Tuesday, November 1, 2022, this item will be removed from the agenda.