

AGENDA

Board of Mayor and Aldermen
August 8, 2024 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: June 27, 2024 Workshop and July 18, 2024 Special Meeting.
2. Presentations:
 - A. Service Ribbon Presentations - Police Department.
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #2024-12** - An Ordinance Adopting and Enacting a Codification and Revision of the Ordinances of the City of La Vergne, Tennessee; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance Shall Become Effective.

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

6. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. Sourcewell Contract Purchase - Furniture for the Public Works and Community Development Services Facility.
 2. Sole Source Purchase - SWAT Rifles for the Police Department.

3. Bid - Fire Department Uniforms and Accessories.
4. Bid - Fire Hydrant Sandblasting and Painting.
5. State Contract Purchase - NICE Logging Radio Recorder for the Police Department.
- B. Approve Renewal of Service Agreement with Motorola Solutions for City Radio Equipment.
- C. Approve the Donation of Real Property from the La Vergne Industrial Development Board for the Blair Road West Extension Project.
- D. Approve Change Order #1 with Isinguard Construction Group, Inc. for the 2019 Interceptor Sewer Improvements Project.
- E. Approve Amendment #3 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Upper Chaney Woods Interceptor Sewer Project, Segments 4 and 3.
- F. Approve Amendment #1 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Fergus Road Interceptor Sewer Project.
- G. Approve Agreement for Engineering Services with CTI Engineers, Inc. for the Waldron Road Sewage Pump Station Replacement Project.
- H. Award a Contract to Turner Security for the Installation of Access Control, Closed Circuit Television and Network Wiring for the Public Works and Community Development Services Facility.
- I. Approve Grant Contract between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency and the City of La Vergne for the Community Safe Room Project Phase 1.
- J. Approve Master Equity Lease Agreement, Addendum to Master Equity Lease Agreement, and Open-End (Equity) Lease Rate Quotes with Enterprise to Lease Five Vehicles for the Codes, City Hall Buildings, Street and Water Departments.

NEW BUSINESS

7. First Reading - **Ordinance #2024-13** - An Ordinance to Amend Title 20, Chapter 4 of the La Vergne Municipal Code Regarding Public Records.
8. First Reading - **Ordinance #2024-14** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
9. First Reading - **Ordinance #2024-15** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.
10. **Resolution #2024-20** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.
11. Motion to Approve an Agreement with the Metropolitan Government of Nashville and Davidson County for Sewage Transportation and Treatment.

12. Motion to Approve a Memorandum of Understanding with Box 55 for Rehabilitation Services for La Vergne Fire and Police.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JUNE 27, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The June 27, 2024 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Alderman Kara Hobbs was absent.

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

ORDER OF BUSINESS

1. **Approve Minutes: May 30, 2024 Workshop and June 4, 2024 Public Hearing and June 4, 2024 Regular Meeting,**

No action was taken.

2. **Public Comment Period.**

No one spoke.

3. **Department Reports:**
 - A. **Police Department.**
 - B. **Fire Department.**
 - C. **Parks & Recreation Department.**
 - D. **Library.**
 - E. **Finance Department.**
 - F. **Water Treatment Plant.**

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

OLD BUSINESS

4. **Second Reading - Ordinance #2024-08 - An Ordinance to Amend Title 20, Chapter 2, Section 20-204(13) fo the La Vergne Municipal Code Regarding Park Hours.**

Mayor Cole explained the ordinance.

No action was taken.

5. **Second Reading - Ordinance #2024-09 - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 3 – Senior Citizens Advisory Committee.**

Mayor Cole explained the ordinance.

No action was taken.

6. **Second Reading – Ordinance #2024-10 – An Ordinance to Amend Title 18, Chapter 4, Section 18-406 of the La Vergne Municipal Code Regarding Service Connect Fees.**

Mayor Cole explained the ordinance.

No action was taken.

7. **Second Reading – Ordinance #2024-11 – An Ordinance to Amend the Fiscal Year 2023-202 General Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA

8. **Consent Agenda Items:**
- A. **Approve or Reject City Bids and Purchases:**
 - 1. **OMNIA Partners Contract Purchase - Resurface Lake Forest Playground.**
 - 2. **OMNIA Partners Contract Purchase - Mankin Park Rehabilitation.**
 - B. **Approve Amendment #1 to the Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Tennessee**

- Law Enforcement Hiring, Training, and Recruitment Program.**
- C. **Approve Change Order #3 with Baron Construction, LLC for the Public Works and Community Development Services Facility.**
 - D. **Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.**
 - E. **Approve Paving of the Parks & Recreation Building Drives and Parking.**
 - F. **Approve Rehab of Veterans Memorial Park Walking Trail.**
 - G. **Authorize the Mayor to Execute a Subdivision Participation and Release Form to Participate in the Kroger Opioid Settlement.**
 - H. **Approve Contract with the Regional Transportation Authority for the Provision of Commuter Bus Service between Nashville/Davidson County and the City of La Vergne.**
 - I. **Approve Amendment #2 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Waldron Road Sewer Assessment Zone Project.**

Mayor Cole explained each item. Vice-Mayor Noe made comments about the paving for Parks and Recreation. Parks and Recreation Director David McGowan approached the podium and explained.

A discussion ensued.

Mr. John Gahring, a representative with CTI, approached the podium and explained the changes to the agreement to engineering services with CTI.

No action was taken.

NEW BUSINESS

- 9. **First Reading - Ordinance #2024-12 - An Ordinance Adopting and Enacting a Codification and Revision of the Ordinances of the City of La Vergne, Tennessee; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing When such Code and this Ordinance Shall Become Effective.**

Mayor Cole explained the ordinance. City Administrator Bruce Richardson made comments about the ordinance.

No action was taken.

- 10. **Resolution #2024-18 – A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the**

City's Needs and Directing Disposal of the Same.

Mayor Cole explained the resolution.

No action was taken.

11. Resolution #2024-19 – A Resolution to Write off Uncollectible Property Tax Accounts.

Mayor Cole explained the resolution.

No action was taken.

12. Motion to Approve an Agreement with Box 55 Association for Rehabilitation Services for La Vergne Fire and Police.

Mayor Cole explained the motion.

Deputy Fire Chief Nick Matthews approached the podium and fielded questions from the board. A discussion ensued. Chief Moews made comments about the need for rehab services. A discussion ensued. Mayor Cole asked if this item could be moved to next month's agenda.

No action was taken.

13. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. (One term is vacant) Mayor Cole spoke about the committee and vacancy.

B. Parks and Recreation Advisory Committee. (One term is vacant.) Mayor Cole spoke about the committee and vacancy.

No action was taken.

MAYOR / ALDERMEN COMMENTS

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

Alderman Haas asked everyone to stay safe.

Vice-Mayor Noe reminded everyone to stay cool in this heat.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:13 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JULY 18, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The July 18, 2024 special meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

A prayer was led by Vice-Mayor Noe. The Pledge of Allegiance was led by Mayor Cole.

ORDER OF BUSINESS

1. Approve Minutes: May 30, 2024 Workshop, June 4, 2024 Public Hearing and June 4, 2024 Regular Meeting.

A motion made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes form the May 30, 2024 Workshop, June 4, 2024 Public Hearing, and the June 4, 2024 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

3. Second Reading – Ordinance #2024-08 – An Ordinance to Amend Title 20, Chapter 2, Section 20-204(13) of the La Vergne Municipal Code Regarding Park Hours.

A motion made by Mayor Cole, seconded by Alderman Haas, to approve ordinance #2024-08 on second reading, was adopted following a roll-call vote.

Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

4. Second Reading – Ordinance #2024-09 – An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 3 - Senior Citizens Advisory Committee.

Alderman Hobbs arrived.

A motion made by Mayor Cole, seconded by Alderman Haas, to approve ordinance #2024-09 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

5. Second Reading – Ordinance #2024-10 – An Ordinance to Amend Title 18, Chapter 4, Section 18-406 of the La Vergne Municipal Code Regarding Service Connect Fees.

A motion made by Mayor Cole, seconded by Vice-Mayor Noe, to approve ordinance #2024-10 on second reading, was adopted following a roll-call vote.

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

6. Second Reading – Ordinance #2024-11 – An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

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

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

CONSENT AGENDA

7. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. OMNIA Partners Contract Purchase - Resurface Lake Forest Playground.

2. OMNIA Partners Contract Purchase - Mankin Park Rehabilitation.

B. Approve Amendment #1 to the Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Tennessee Law Enforcement Hiring, Training, and Recruitment Program.

C. Approve Change Order #3 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

D. Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.

E. Approve Paving of the Parks & Recreation Building Drives and Parking.

F. Approve Rehab of Veterans Memorial Park Walking Trail.

G. Authorize the Mayor to Execute a Subdivision Participation and Release

- Form to Participate in the Kroger Opioid Settlement.**
- H. **Approve Contract with the Regional Transportation Authority for the Provision of Commuter Bus Service between Nashville/Davidson County and the City of La Vergne.**
- I. **Approve Amendment #2 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Waldron Road Sewer Assessment Zone Project.**

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

NEW BUSINESS

8. **First Reading – Ordinance #2024-12 – An Ordinance Adopting and Enacting a Codification and Revision of the Ordinances of the City of La Vergne, Tennessee; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing When such Code and this Ordinance Shall Become Effective.**

A motion made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2024-12 on first reading, was adopted following a roll-call vote.

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

9. **Resolution #2024-18 – A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

A motion made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2024-18, was adopted following a roll-call vote.

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

10. **Resolution #2024-19 – A Resolution to Write Off Uncollectible Property Tax Accounts.**

A motion made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2024-19, was adopted following a roll-call vote.

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

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

- A. **Beautification and Arts Advisory Committee.** Mayor Cole appointed Mr. Kevin Oliver to the Beautification and Arts Advisory Committee. The Board confirmed the appointment with all voting AYE.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 5:35 p.m.

Mayor

City Recorder

Approved: _____

COMPARATIVE ANALYSIS OF JULY 2023 VS JULY 2024



PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT

CRIME COMPARISON: JULY 2023 VS 2024

Crime Type	July 2023	July 2024	Change from 2023
Residential/Business Burglary	4	9	+125.0%
Vehicle Burglary	7	4	-42.9%
Motor Vehicle Theft	9	8	-11.1%
Robbery	1	1	+0.0%
Assaults (Including Domestic)	36	21	-41.7%
Domestic Verbal	41	20	-51.2%
Theft	21	14	-33.3%
Shoplifting	9	14	+55.6%
Overdoses	6	2	-66.7%
Homicide	0	0	+0.0%

POLICE DEPARTMENT ACTIVITY: JULY 2023 VS JULY 2024

Area of Comparison	July 2023	July 2024	Change from 2023
Calls for Service	3,003	3,347	+11.46%
Arrests	191	267	+39.8%
DUI Arrests	17	22	+29.4%
Drug Related Arrests	19	34	+78.9%
Citations/Warnings	276	389	+40.9%
Recovered Stolen Vehicles	9	7	-22.2%

LA VERGNE TRAFFIC ACTIVITY: JULY 2023 VS JULY 2024

Area of Comparison	July 2023	July 2024	Change from 2023
Crashes	118	64	-45.8%
Injury Crashes	16	13	-18.8%
Traffic Stops	436	878	+101.4%

- AREAS WITH HIGHEST FREQUENCY OF CRASHES:
 - WALDRON RD – INDUSTRIAL BLVD.
 - MURFREESBORO ROAD – WALDRON RD INTERSECTION
 - ALONG MURFREESBORO ROAD NEAR FERGUS ROAD
- MOST CRASHES ARE OCCURRING DURING RUSH HOURS BETWEEN 6:00AM AND 10:00AM AND 4:00PM – 6:00PM.

City of La Vergne FIRE DEPARTMENT

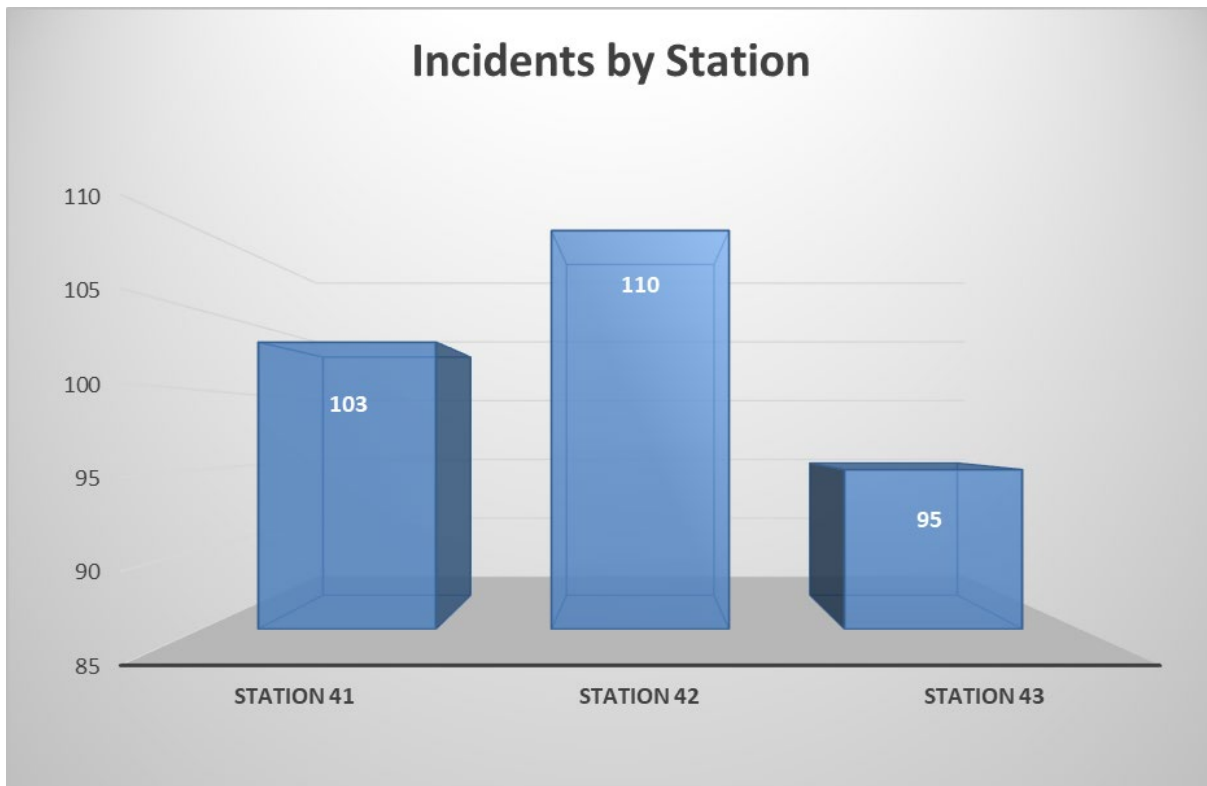
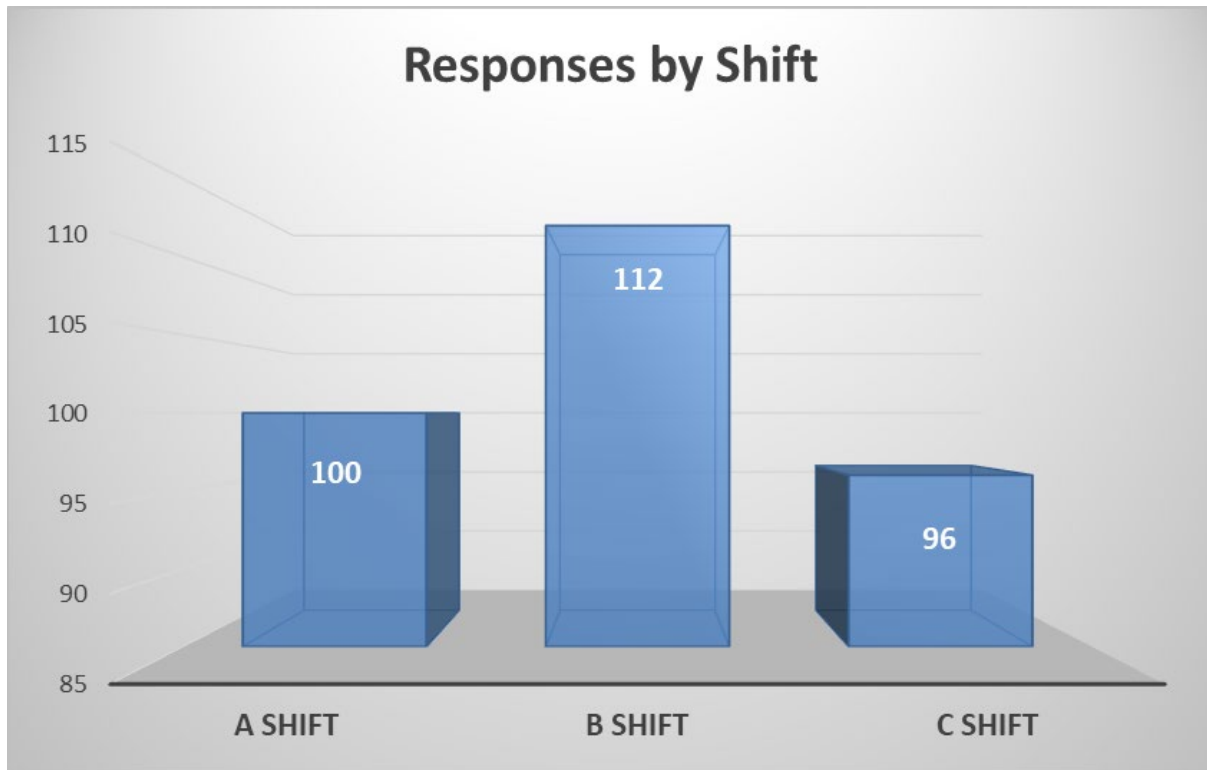
2024													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2024
Structure Fire	2	4	3	3	2	3	4						21
Fire Alarm	38	33	30	18	25	26	38						208
Vehicle Fire	1	1	3	4	4	3	6						22
Grass Fire	3	2	4	10	2	2	4						27
Haz-Mat	5	4	6	6	4	6	1						32
MVA's	35	29	34	27	25	31	38						219
Medical	228	187	221	218	244	214	210						1522
Cancelled	3	1	4	4	1	3	2						18
Miscellaneous	20	5	19	17	6	12	5						84
Inspections	72	58	83	8	64	91	47						423
IROL Reports	18	22	29	34	36	42	18						199
Courtesy Insp.	0	0	102	47	108	43	144						444
COVID-19	0	0	0	0	0	0	0						0
Total	335	266	324	307	313	300	308						2153

2023													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2023
Structure Fire	2	3	6	4	4	6	5	3	3	4	6	4	50
Fire Alarm	31	21	30	28	21	37	25	31	25	28	38	43	358
Vehicle Fire	1	2	4	1	1	2	1	2	2	2	4	5	27
Grass Fire	4	3	2	1	2	2	2	3	5	6	7	4	41
Haz-Mat	1	3	1	4	5	13	8	1	5	2	3	7	53
MVA's	28	23	24	29	34	26	28	31	28	47	36	39	373
Medical	225	211	223	224	220	202	231	239	241	243	231	217	2707
Cancelled	1	4	2	2	1	4	2	1	4	2	3	2	28
Miscellaneous	12	8	3	9	8	13	7	5	12	7	18	18	120
Inspections	28	22	28	15	17	23	6	19	21	8	61	52	300
IROL Reports	6	5	5	13	11	12	9	8	11	23	35	40	178
Courtesy Insp.	84	197	324	26	8	3	0	0	0	0	0	3	645
COVID-19	2	3	2	1	0	0	0	0	0	1	0	3	12
Total	305	278	295	302	296	305	309	316	325	341	346	339	3757

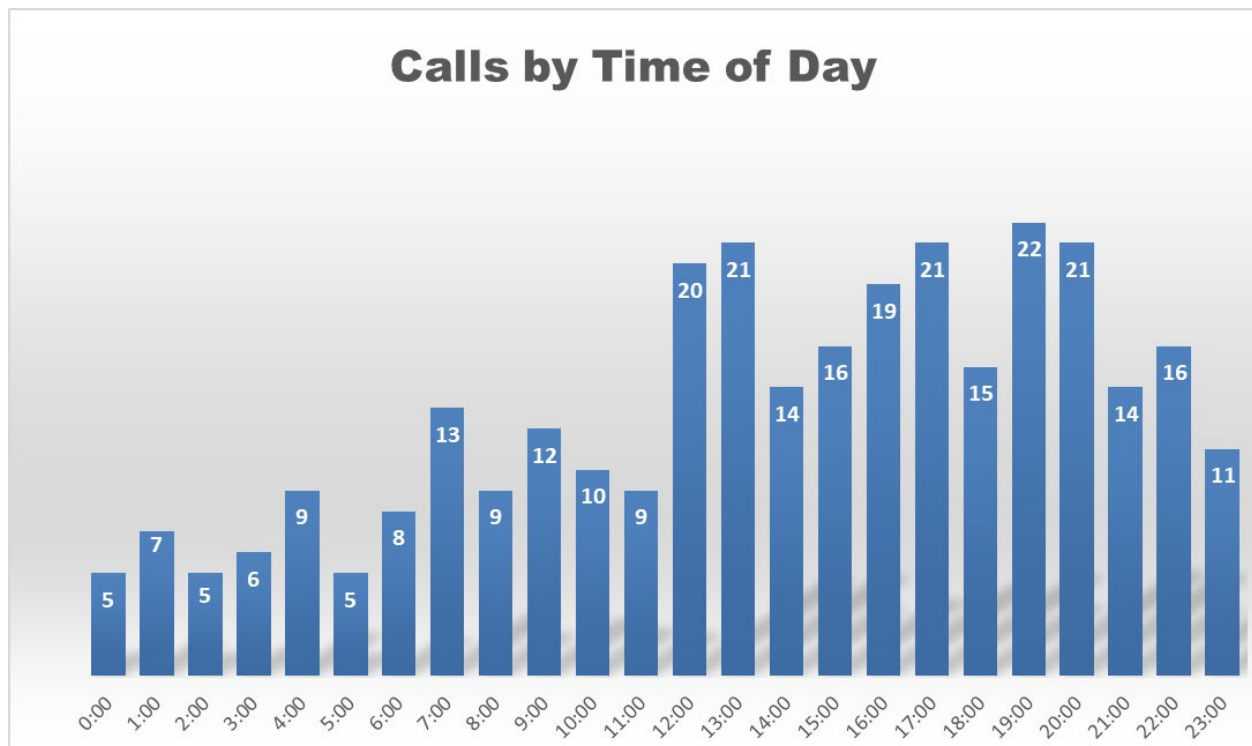
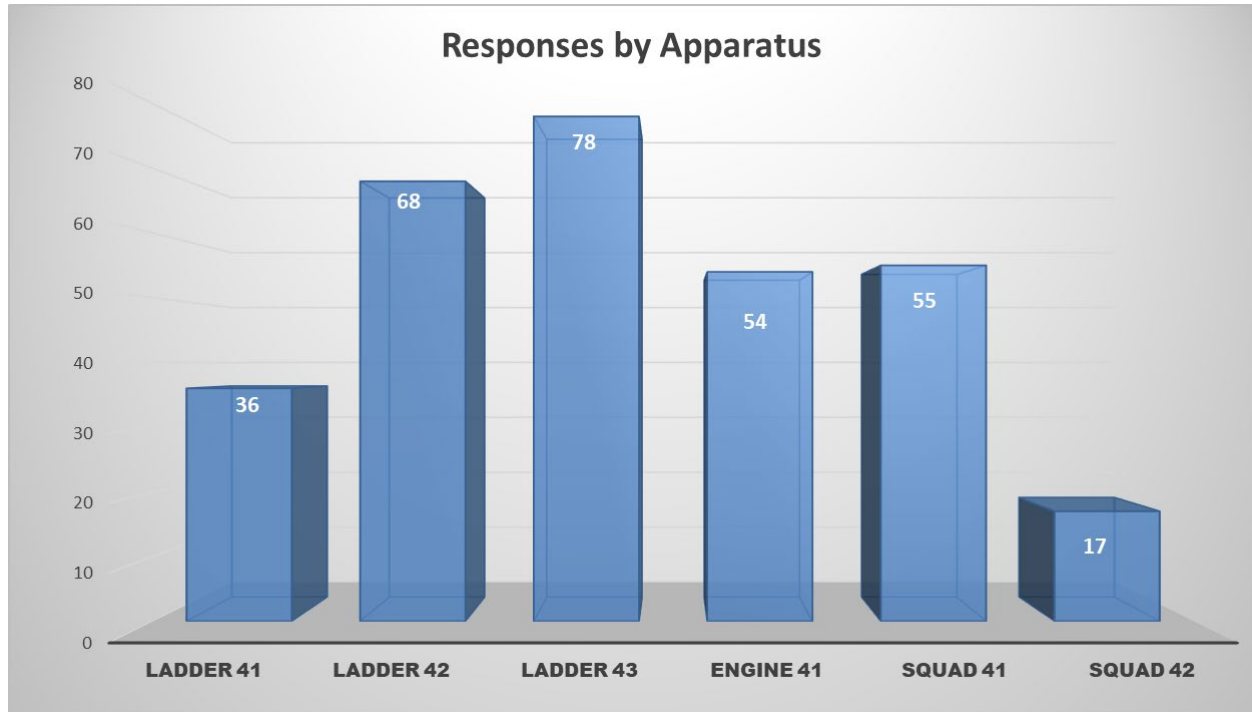
Response Times													
January	February	March	April	May	June	July	August	September	October	November	December	Average	
3:42	3:56	3:49	3:52	3:57	3:50	3:58						3:52	

Water Consumption in Gallons													
January	February	March	April	May	June	July	August	September	October	November	December	Total Gallons	
30,000	45,000	75,000	120,000	88,000	60,000	85,000						503,000	

City of La Vergne FIRE DEPARTMENT



City of La Vergne FIRE DEPARTMENT



La Vergne Parks & Recreation Dept

July 2024 Monthly Report

<u>PROGRAM</u>	<u>FREQUENCY</u>	<u>ATTENDANCE</u>	<u>REVENUE</u>
Multi-Purpose Bldg	13	800	\$1,200.00
Pavilions	19	950	\$300.00
Football league fee			\$25.00
Baseball Tournament			\$600.00
Fall Festival Vendor Fee			\$90.00
Fall Festival Sponsor			\$3,100.00
Howl At The Moon 5K			\$30.00
<u>Total Help Desk Ticket</u>	95		
<u>Man Hours</u>	795		
Visitors in the Park		N/A	
TOTAL	922	1,750	\$5,345.00

Past Events:

July 4, 2024 Independence Day Celebration

Upcoming Events:

August 16, 2024 - Howl At The Moon 5K

Upcoming Meetings:

August 19, 2024 - Parks and Recreation Advisory Committee Meeting - 6:00 pm

August 19, 2024 - Greenway Advisory Committee Meeting - 7:00 pm

La Vergne Public Library

July 2024



Monthly Statistics	
Programs	32
Program Attendance	859
Library Attendance	9,138
Circulation	4,849
EBooks / EAudio	208
New Patron Cards	138
Computer Usage	1,644

**La Vergne Public Library
will be CLOSED
for the Labor Day weekend
Saturday, August 31, 2024
Monday, September 2, 2024**



Pirate Storytime!



La Vergne Public Library

Summer Reading 2024



2024 Summer Reading Statistics	June 1 - July 27
Programs and Events	70
Program Attendance	2,873
Library Attendance	18,385
Circulation	10,983
eBooks & eAudio	447
New Patron Cards	354
Patrons modified	1,202
Computer Usage	2,694

Teens & Tweens Prize Entries		Adult Prize Entries	
Photography	433	Amazon Fire	450
Space	131	Echo Show	235
Sketching	477	iPad & case	903
Camping	120	Walmart Gift Card	574
Audiophile	377	New Library Patron	284
Sonic Gift Card	348		
TOTAL ENTRIES	1,886	TOTAL ENTRIES	2,446

**CITY OF LA VERGNE
FINANCIAL SUMMARY
June 30, 2024**

**12 MONTHS
100.0% OF FISCAL YEAR**

GENERAL FUND

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Revenues	\$ 35,348,538	\$ 63,064,438	\$ 63,064,438
Expenditures	52,862,894	63,064,438	63,064,438
NET INCOME	\$ (17,514,356)	\$ -	\$ -

56.1% of Budget Collected
83.8% of Budget Spent

LOCAL SALES TAX

FY 2023-2024	\$ 15,339,497	\$ 14,500,000	\$ 14,500,000
Same Period Last Year	\$ 14,823,381		

105.8% of Budget Collected

STATE STREET AID FUND

Revenues	\$ 1,307,501	\$ 1,299,088	\$ 1,299,088
Expenditures	1,292,313	1,299,088	1,299,088
NET INCOME	\$ 15,187	\$ -	\$ -

100.6% of Budget Collected
99.5% of Budget Spent

STATE STREET AID

Street Lighting, Road Maint	\$ 1,218,926	\$ 1,225,700	\$ 1,225,700
Capital Expenditures	73,388	73,388	73,388
TOTALS	\$ 1,292,313	\$ 1,299,088	\$ 1,299,088

99.4% of Budget Spent
100.0% of Budget Spent
99.5% of Budget Spent

STORMWATER FUND

Revenues	\$ 1,501,961	\$ 5,957,666	\$ 5,957,666
Expenditures	2,957,968	5,957,666	5,957,666
NET INCOME	\$ (1,456,007)	\$ -	\$ -

25.2% of Budget Collected
49.6% of Budget Spent

STORMWATER FUND

Operating Expenses	1,385,698	1,407,666	1,407,666
Capital Outlay	1,572,269	4,550,000	4,550,000
TOTALS	\$ 2,957,968	\$ 5,957,666	\$ 5,957,666

98.4% of Budget Collected
34.6% of Budget Spent
49.6% of Budget Spent

WATER AND SEWER FUND

Revenues	\$ 28,634,387	\$ 30,596,640	\$ 30,596,640
Expenditures	13,779,354	31,126,640	31,126,640
OPERATING INCOME	\$ 14,855,033	\$ (530,000)	\$ (530,000)

93.6% of Budget Collected
44.3% of Budget Spent

Water Tap Fees Revenue	\$ 383,069	\$ 180,000	\$ 180,000
Sewer Tap Fees Revenue	493,248	350,000	350,000
Total Tap Fees Revenue	\$ 876,317	\$ 530,000	\$ 530,000

212.8% of Budget Collected
140.9% of Budget Collected
165.3%

NET INCOME	\$ 15,731,349	\$ -	\$ -
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**CITY OF LA VERGNE
FINANCIAL SUMMARY
June 30, 2024**

CASH IN BANKS AND INVESTED

110	GENERAL FUND		\$	33,858,631
110	GENERAL FUND BOND PROCEEDS		\$	8,323,710
121	STATE STREET AID FUND		\$	1,513,830
122	SENIOR CITIZENS FUND		\$	221,343
123	SPECIAL REVENUE FUND (DRUG FUND)		\$	480,525
126	EQUITABLE SHARING FUND		\$	728,655
127	STORM WATER MANAGEMENT		\$	3,011,949
311	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)		\$	4,028,232
	ROAD IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2023	\$	12,701,995
	RECEIVED 7-1-23 THRU	6/30/2024	\$	1,767,960
	TOTAL IMPACT FEES REC'D		\$	14,469,955
	OTHER RECEIPTS/TRANSFERS		\$	894,659
	TOTAL RECEIVED		\$	15,364,614
	LESS: EXPENDED		\$	12,132,210
	BALANCE		\$	3,232,403
313	CAPITAL PROJECT FUND (PARKS & RECREATION)		\$	1,151,626
	PARK IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2023	\$	2,457,383
	RECEIVED 7-1-23 THRU	6/30/2024	\$	277,859
	TOTAL IMPACT FEES REC'D		\$	2,735,242
	OTHER RECEIPTS/TRANSFERS		\$	1,368,160
	TOTAL RECEIVED		\$	4,103,402
	LESS: EXPENDED		\$	3,321,810
	BALANCE		\$	781,593
321	POLICE IMPACT FUND		\$	623,207
	POLICE IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2023	\$	1,279,919
	RECEIVED 7-1-23 THRU	6/30/2024	\$	167,827
	TOTAL IMPACT FEES REC'D		\$	1,447,746
	OTHER RECEIPTS/TRANSFERS		\$	52,235
	TOTAL RECEIVED		\$	1,499,981
	LESS: EXPENDED		\$	876,775
	BALANCE		\$	623,207
322	FIRE IMPACT FUND		\$	149,921
	FIRE IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2023	\$	165,306
	RECEIVED 7-1-23 THRU	6/30/2024	\$	102,810
	TOTAL IMPACT FEES REC'D		\$	268,116
	OTHER RECEIPTS/TRANSFERS		\$	-
	TOTAL RECEIVED		\$	268,116
	LESS: EXPENDED		\$	118,195
	BALANCE		\$	149,921
413	WATER & SEWER FUND		\$	22,039,518
413	WATER & SEWER FUND ARPA		\$	2,606,664
413	WATER & SEWER CONSTRUCTION FUND		\$	-
511	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)		\$	1,322,258

**CITY OF LA VERGNE
FINANCIAL SUMMARY
June 30, 2024**

GENERAL FUND

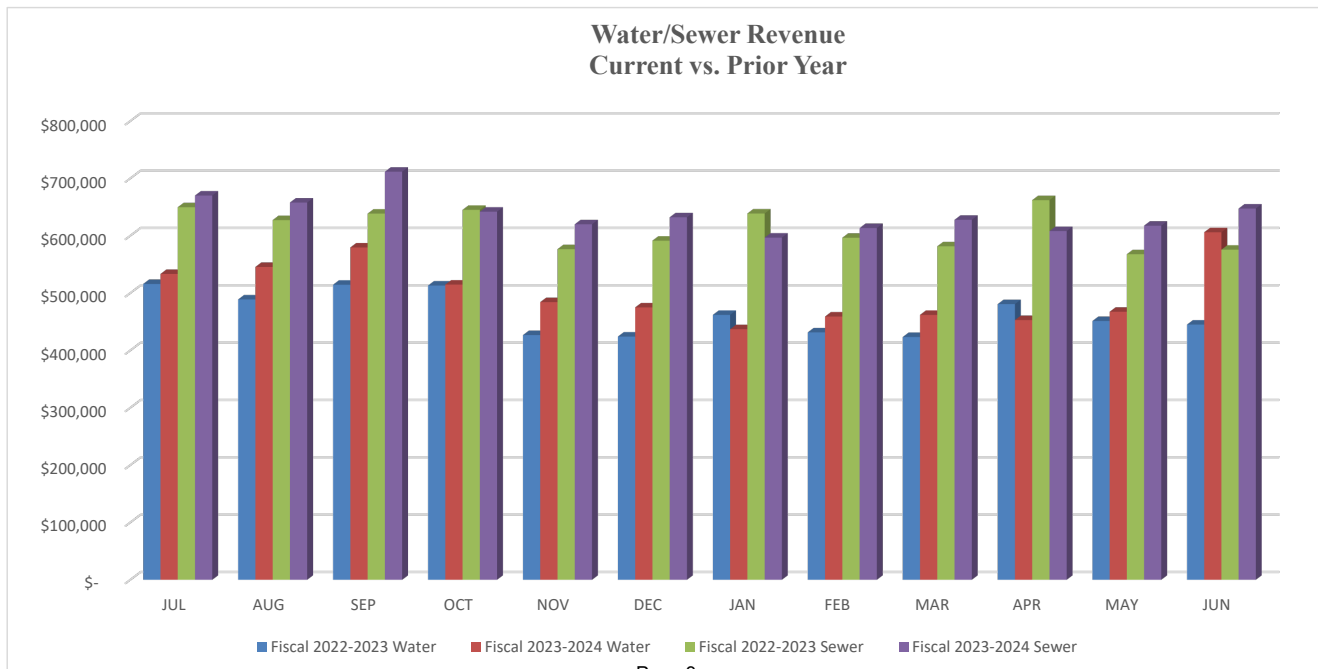
	<u>Fiscal 22-23</u>	<u>Fiscal 23-24</u>	<u>Increase Decrease (-)</u>	<u>% of Total Actual</u> <u>Fiscal 22-23</u>	<u>% of Total Budget</u> <u>Fiscal 23-24</u>
Gross Revenues	\$ 34,034,642	\$ 35,348,538	\$ 1,313,897	100.0%	56.1%
Gross Expenses	33,294,025	52,862,894	19,568,868	100.0%	83.8%
NET INCOME	\$ 740,616	\$ (17,514,356)	\$ (18,254,972)		

WATER/SEWER FUND

	<u>Fiscal 22-23</u>	<u>Fiscal 23-24</u>	<u>Increase Decrease (-)</u>	<u>% of Total Budget</u> <u>Fiscal 22-23</u>	<u>% of Total Budget</u> <u>Fiscal 23-24</u>
Gross Revenue	\$ 20,310,792	\$ 28,634,387	\$ 8,323,595	100.0%	93.6%
Gross Expenses	12,519,839	13,779,354	1,259,515	100.0%	44.3%
OPERATING INCOME	\$ 7,790,953	\$ 14,855,033	\$ 7,064,080		
W/S Tap Fees Revenue	969,887	876,317	(93,571)	100.0%	165.3%
NET INCOME	\$ 8,760,840	\$ 15,731,349	\$ 6,970,509		

WATER/SEWER REVENUE COMPARISON

	<u>413-37110</u>		<u>413-37210</u>		<u>Cumulative Year To Date Increase Decrease</u>	<u>Percent Increase Decrease</u>
<u>Month</u>	<u>Fiscal 2022-2023</u> <u>Water</u>	<u>Fiscal 2023-2024</u> <u>Water</u>	<u>Fiscal 2022-2023</u> <u>Sewer</u>	<u>Fiscal 2023-2024</u> <u>Sewer</u>		
JUL	\$ 515,887	\$ 533,381	\$ 649,725	\$ 670,130	\$ 37,899	3.25%
AUG	488,893	545,614	627,285	657,873	125,209	5.49%
SEP	514,585	579,556	638,594	711,695	263,281	7.66%
OCT	513,144	514,845	645,154	641,973	261,801	5.70%
NOV	426,772	484,213	576,555	619,950	362,636	6.48%
DEC	424,133	475,010	591,398	632,177	454,292	6.87%
JAN	461,966	437,053	638,782	596,738	387,335	5.02%
FEB	431,486	459,130	596,502	613,439	431,915	4.94%
MAR	423,431	461,957	581,578	627,806	516,669	5.30%
APR	480,759	453,001	662,056	608,158	435,012	4.00%
MAY	451,299	467,440	567,739	617,491	500,905	4.21%
JUN	445,046	606,106	575,683	647,436	606,491	4.65%
TOTAL YTD	\$ 5,577,401	\$ 6,017,304	\$ 7,351,051	\$ 7,644,866	\$ 13,662,169	5.3%



City of La Vergne, TN

July Monthly Report

August 8th, 2024



700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

August 8th, 2024

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

Dear Mr. Richardson:

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

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

Sincerely,

Daniel Campbell

Daniel Campbell
Project Manager
Inframark

Executive Summary

During the month of July 2024, the La Vergne water treatment plant treated a 151.564 million gallons of J. Percy Priest Lake water and delivered 121.687 million gallons. That equates to an average of 4.889 million gallons per day treated and 3.925 million gallons per day delivered to the community.

The SCADA project is underway. Electrical contractors continue to install new conduit throughout the entire plant preparing for the new wire to be run.

Inframark staff and Eaton are still working together on scheduling a good time to perform the breaker reinstall. Because of high water usage during this time of year, the plant cannot be down for an extended period of time, and this work requires power to be shut off to the raw water intake building. Preventative maintenance work is also needing to be scheduled for this equipment, so plant personnel want to maximize the amount of work being done within the shortest amount of down time possible. That is why scheduling this work has been delayed.

Inframark's annual flushing program began June 24th. In July, there were 200 hydrants and 12 blow offs flushed for a total of 1,543,600 gallons used. Overall, there have been 221 hydrants and 16 blow offs flushed for a total of 1,727,100 gallons used. For the month of July, 33% of the program was completed. Overall, 37% of the flushing program has been completed thus far.

Inframark wants to give a special thanks to Michael Dietz and his crew for continuing the installation of the bacteriological sampling stations in the distribution system. These stations will allow the plant staff to sample monthly bacteriological samples required by TDEC with much less fear of contamination from outside variables.

Inframark is fully staffed in the month of July and not looking to fill any positions.

On the Radar

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

Relocation of the coagulant injection point

Review of the Cross-Connection Control Program

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that has been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the “Monthly Operating Report” (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for July 2024 is being compiled and will be submitted to TDEC no later than August 10th, 2024.
- Total Organic Carbon (TOC) percent removal for July 2024 was 58.02%; the requirement is 15%. That is 3.87 times more removal than required by state and federal regulations.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per a state approved sampling site plan. In July, we collected 40 samples. Of the 40 compliance samples, we had 0 total coliform positive sample. The system remains in compliance.

Plant Operations:

- The plant is currently treating 4.2 – 5.7 MGD through the plant
- Plant running smoothly and minimal to no water quality concerns due to source water
- TOC analyzer not reading correctly; Shimadzu on site to troubleshoot; now working properly
- Bacteriological sampling stations continue to be installed
- Electrical contractor started running conduit for SCADA project
- SCADA computer not linking to internet; Glen on site and got it working
- Completed control narrative review of new SCADA that was sent by MR Systems
- Three plant operators scheduled to take certification exam
- Process chemicals adjusted to optimize efficiency of treatment process
- Process and chemical pumps were rotated
- Continued to have SCADA challenges, with being kicked out, requiring logging back in, loss of data

Flushing:

Inframark’s annual flushing program began June 24th. In July, there were 200 hydrants and 12 blow offs (32.72%) flushed for a total of 1,543,600 gallons used. Overall, there have been 221 hydrants and 16 blow offs(36.57%) flushed for a total of 1,727,100 gallons used.

Cross Connection Program:

- The following table shows what was completed in July:

Monthly Cross Connection Report 7/1/24 to 7/31/24			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	118	133	68
Re-survey’s	25	25	25

Maintenance & Repair

- Polymer feeder overload alarm caused mixer to stop working; breaker had to be reset
- Pulsator #4 not pulsating; blower stopped working; sent to WASCON for repair
 - Repaired and back on site, installed
- Front gate not operating; Glen had phone line repaired
- CFE feed pump head replaced due to losing water to the turbidimeter
- KMnO4 drum lift clip broke; ordered parts and waiting to receive in order to repair
- Replaced pump head on Bleach pump #1
- Cleaned bubble traps of turbidimeters for filter #1-4
- Replaced backup power supply in electrical panel
- Repair asco valve on KMnO4 feed water line
- KMnO4 day tank #1 cleaned out due to sediment loading inside tank
- KMnO4 feed line and pump tube on pump #2 cleaned and flushed
- Installed required equipment to be ready for installation of TOC analyzer
- Coagulant pump #2 stent replaced
- Repaired leak on coagulant suction line
- Calibrate dry chemical feeders
- Cleaning of the plant

Customer Service

In June, we had three (3) customer complaints; one for water smelling like chemicals out of the backyard hose, one for “green water” coming from the hot water side of the faucet, and one for no water. For the complaint smelling like chemicals out of the backyard hose, a sample was taken from the specific hose bib in question. The customer was informed that all sample results came back within normal range. For the “green water” complaint, a sample was taken and all results came back within normal range. Upon arrival, the technician did not see green in the water. The customer also reached out to the City. When City personnel arrived, they flushed the customers private hydrant. For the no water complaint, our technician arrived on site and found that the water meter had been locked off. The customer was advised to contact Water Billing.

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

Financial Update

Caps	Month	Month Total	Monthly Budget	Remaining Balance
Maintenance Cap**	July	\$2,821.02	\$12,627.08	\$61,283.42

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

Health & Safety

Health and Safety Report for the month of July 2024.

- We have gone 5,741 days (15.73 years) without a recordable or time lost injury.
- Safety Topic for this month were Inframark's Driving and Vehicle Safety training.
- We had no safety issues in the month of July.

Personnel

Inframark is fully staffed in the month of July and not looking to fill any positions.

Community Involvement

- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

Document	Page
July 2024 Monthly Summary	6
Organization Chart	7
Equipment Status Report	8 – 11

City of La Vergne

**Water Treatment Plant
INFRAMARK, LLC**

**Monthly Summary
July 2024**

Parameter	Standard	2023	2024*
Vol. Processed (Million gal.)		136.165	151.564
Vol. Delivered (Million gal.)		114.320	121.687
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	3.688	3.925
Maximum Day Finished Flow	MGD	4.180	4.307
Minimum Day Finished Flow	MGD	3.124	3.468
CFE Water Turbidity (Avg)	<0.3 NTU	0.07	0.10
CFE Water Turbidity (Max)	<0.3 NTU	0.40	0.29
Raw turbidity (Max)	N/A	6.75	8.94
Iron (Max Fin)	0.3 mg/L	0.05	0.05
Manganese (Max Fin)	0.05 mg/L	0.039	0.043
Fluoride (Max Fin)	2.0 mg/L	0.592	0.972
Total Coliform	< 5%	0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	1.59	0.94

Chemicals Used	Purpose	Unit	2023	2024*
Sodium Hypochlorite	Disinfection	lbs.	4,225	4,447
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,626	1,704
Fluorosilicic Acid	Fluoride	lbs.	725	1,037
Powered Activated Carbon	Taste and Odor	lbs.	8,150	9,341
Potassium Permanganate	Oxidation	lbs.	2,724	3,997
Polymer	Blanket Aid	lbs.	756.54	826.24
Aluminum Chloride	Coagulation	lbs.	62,559	72,305

Flushing Program	
No. Flushing Sites	212
Approx. Gallons Used	1,543,600

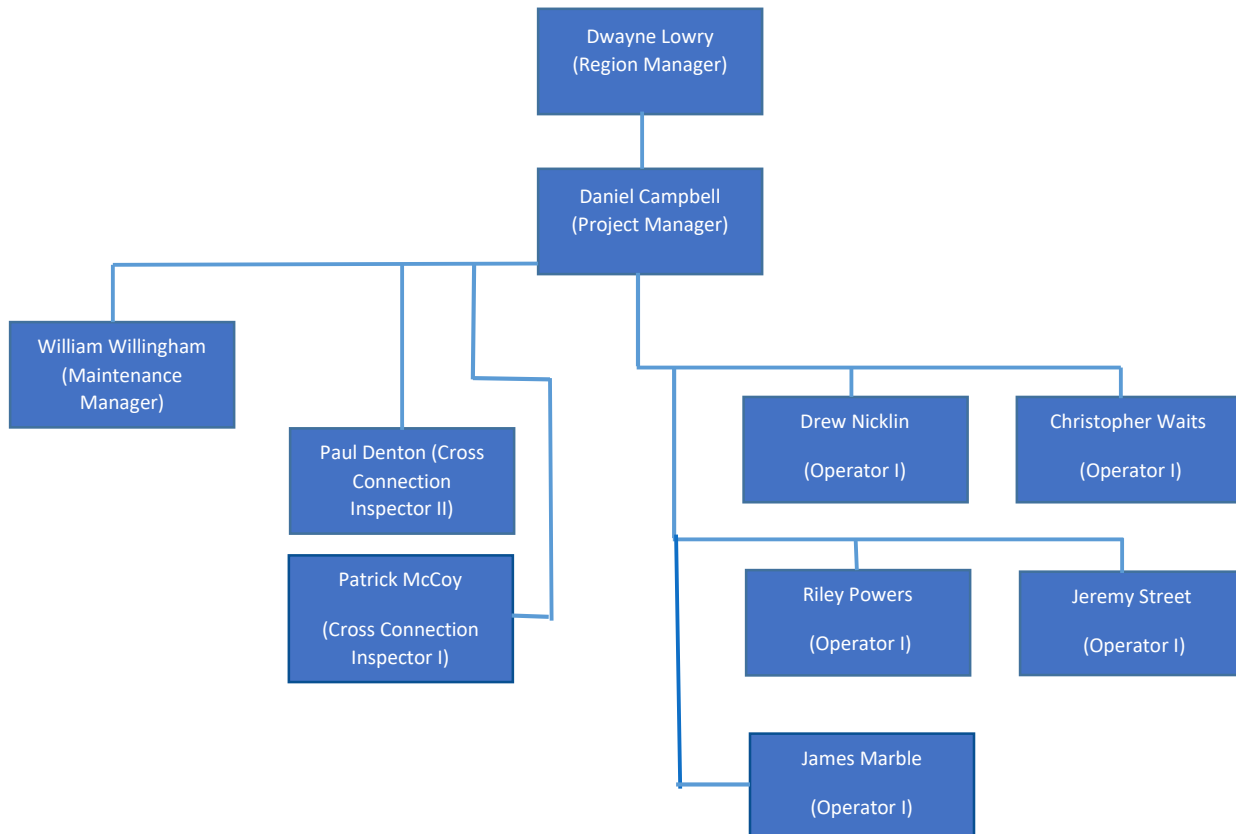
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Maintenance for June	
Maintenance Jan 2024 - Current	\$ 90,241.54
Annual Maintenance Cap	\$ 151,524.96
Remaining Balance	\$ 61,283.42

Membrane Unit
(Million gallons)
Reclaimed

*(Totals are an estimate for July 2024)

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: July

Date Updated: 8/5/24

Equipment is in service

In Service Equipment = 144/149 =
96.64%

Equipment is in service but in need of repair

Prepared by: Daniel
Campbell

Equipment is out of service

Must be repaired within 1 week

Must be repaired within 6 months

Included as part of a capital improvement plan



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

New side/Influent	Superpulsator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulsator Vacuum Pump #1	In Service			
New side/Influent	Superpulsator Vacuum Pump #2	In Service			
New side/Influent	Superpulsator Vacuum Pump Spare	In Service			
Old side/Influent	Superpulsator Vacuum Pump #1	In Service			
Old side/Influent	Superpulsator Vacuum Pump #2	In Service			
Old side/Influent	Superpulsator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			
New Side/Effluent	Finished Turbidity Meter	In Service			

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

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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 5. Second Reading - **Ordinance #2024-12** - An Ordinance Adopting and Enacting a Codification and Revision of the Ordinances of the City of La Vergne, Tennessee; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance Shall Become Effective.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2024-12

Summary:

This is an ordinance that will adopt and put in place the new City of La Vergne Municipal Code that has been published online by CivicPlus / Municode.

Background Information:

In the FY 2023-2024 budget, funds were approved to allow the city to use CivicPlus / Municode for the publication and hosting of the La Vergne Municipal Code. The new municipal code is now online and ready to be adopted. This ordinance adopts and enacts the municipal code, provides penalties for the violation of the municipal code, provides for the manner of amending the code and provides when the code becomes effective.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-12

AN ORDINANCE ADOPTING AND ENACTING A CODIFICATION AND REVISION OF THE ORDINANCES OF THE CITY OF LA VERGNE, TENNESSEE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

- SECTION 1.** The Code entitled La Vergne Municipal Code (the, "Code"), published by CivicPlus, consisting of Chapters 1 through 20, each inclusive, is adopted.
- SECTION 2.** All ordinances of a general and permanent nature enacted on or before the Effective Date, and not included in the Code or recognized and continued in force by reference therein, are repealed.
- SECTION 3.** The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.
- SECTION 4.** The repeal provided for in Section 2 of this ordinance shall not affect: Any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or accruing before the Effective Date; any ordinance or resolution promising or requiring the payment of money by or to the city or authorizing the issuance of any bonds or other evidence of said city's indebtedness; any appropriation ordinance or ordinance providing for the levy of taxes or any budget ordinance; any contract or obligation assumed by or in favor of said city; any ordinance establishing a social security system or providing coverage under that system; any administrative ordinances or resolutions not in conflict or inconsistent with the provisions of the Code; the portion of any ordinance not in conflict with the Code which regulates speed, direction of travel, passing, stopping, yielding, standing, or parking on any specifically named public street or way; any right or franchise granted by the city; any ordinance dedicating, naming, establishing, locating, relocating, opening, paving, widening, vacating, etc., any street or public way; any ordinance establishing and prescribing the grade of any street; any ordinance providing for local improvements and special assessments therefor; any ordinance dedicating or accepting any plat or subdivision; any prosecution, suit, or other proceeding pending or any judgment rendered on or prior to

the Effective Date of the Code; any zoning ordinance or amendment thereto or amendment to the zoning map; nor shall such repeal affect any ordinance annexing territory to the city.

SECTION 5. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$50.00, except that a higher amount may be imposed where permitted by state law. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION 6. Additions or amendments to the Code when passed in such form as to indicate the intention of the board of mayor and aldermen to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

SECTION 7. Ordinances adopted after the Effective Date, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

SECTION 8. Insofar as the provisions of the Code are the same as those of ordinances existing and in force on its Effective Date, said provisions shall be considered to be continuations thereof and not as new enactments.

SECTION 9. Each section, subsection, paragraph, sentence, and clause of the Code, including the codes and ordinances adopted by reference, is hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, or clause in the Code shall not affect the validity of any other portion of the Code, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted therefrom.

SECTION 10. Where any provision of the Code is in conflict with any other provision in the Code, the provision which establishes the higher standard for the promotion and protection of the public health, safety, and welfare shall prevail.

SECTION 11. **BE IT FURTHER ORDAINED** by the board of mayor and aldermen that this ordinance shall become effective after its final passage (the,

"Effective Date"), in accordance with the Charter of the City of La Vergne, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.A.1. Sourcewell Contract Purchase - Furniture for the Public Works and Community Development Services Facility.

Department: Public Works

Presented By: Juliet Williams

Item Attachments: 1. Furniture Quote - Public Works / CDS Facility

Summary:

This is a request to approve the purchase of the furniture needed for the new Public Works and Community Development Services Facility using Sourcewell Contract pricing.

Background Information:

The quote is to purchase the furniture needed for the new Public Works and Community Development Services Facility that is currently under construction. We will be purchasing the furniture through HiTouch Business Services, LLC, which is an affiliate of Staples.

Financial Summary:

The total cost of the furniture in this quote is \$374,399.84. A total of \$400,000 has been budgeted for furniture, appliances, and items needed to equip the facility.

Staff Recommendation:

Staff recommends approval.



Connie Roach
320 Tech Park Dirve
Lavergne
TN 37086
Phone: 336-848-6971
connie.roach@hitouchbusinessservices.com

QUOTATION

Quote #: BI-299874

SOLD TO:

Juliett Williams
City of Lavergne
1500 E Nir Shreibman

Lavergne TN 37086
615-287-8611

SHIP TO:

Juliett Williams
City of Lavergne
1500 E Nir Shreibman

Lavergne TN 37086
615-287-8611

Project:

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
1	1	HF22	Master Key (One Key)	\$15.50	\$15.50

Tag For:

Tag Subtotal : \$15.50

A101 FLEET STAFF

2	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
<u>Tag For:</u> A101 FLEET STAFF					
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	

3	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
<u>Tag For:</u> A101 FLEET STAFF					
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	

4	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
<u>Tag For:</u> A101 FLEET STAFF					
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	

5	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
<u>Tag For:</u> A101 FLEET STAFF					
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	

6	1	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$31.61
<u>Tag For:</u> A101 FLEET STAFF					

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
7	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
<i>Tag For:</i> A101 FLEET STAFF					
8	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
<i>Tag For:</i> A101 FLEET STAFF					
.X101E 101E					
9	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
<i>Tag For:</i> A101 FLEET STAFF					
\$(L2STD) Grd L2 Standard Laminates					
.LPT1 Portico Teak					
10	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
<i>Tag For:</i> A101 FLEET STAFF					
.M609590 Special "M" Number Required					
.E Glide					
.U Upholstered					
\$(2) Grade 2 Uph					
.KAI Kai					
11 Flow					
\$(3) Grade 3 Uph					
.SX Moxie					
23 Basalt					
.PLAT Textured Platinum Metallic					
11	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
<i>Tag For:</i> A101 FLEET STAFF					
12	1	HLED31AUO	31"LED Lt W/8" JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
<i>Tag For:</i> A101 FLEET STAFF					
13	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
<i>Tag For:</i> A101 FLEET STAFF					
\$(A) Grd A Fabric					
.LN Landscape					
10 Sheen					
14	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
<i>Tag For:</i> A101 FLEET STAFF					
\$(A) Grd A Fabric					
.LN Landscape					
10 Sheen					
15	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
<i>Tag For:</i> A101 FLEET STAFF					
Tag Subtotal :				\$3,834.76	

A110 INVENTORY CONTROL

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
16	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
17	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
18	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
19	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
20	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
21	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
22	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
23	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83	
			Tag For: A110 INVENTORY CONTROL			
24	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12	
			Tag For: A110 INVENTORY CONTROL			
25	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11	
			Tag For: A110 INVENTORY CONTROL			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			.X110E 110E			
26	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32	
			Tag For: A110 INVENTORY CONTROL			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
27	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68	
			Tag For: A110 INVENTORY CONTROL			
			.M609590 Special "M" Number Required			
			.E Glide			
			.U Upholstered			
			\$(2) Grade 2 Uph			
			.KAI Kai			
			11 Flow			
			\$(3) Grade 3 Uph			
			.SX Moxie			
			23 Basalt			
			.PLAT Textured Platinum Metallic			
28	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27	
			Tag For: A110 INVENTORY CONTROL			
29	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44	
			Tag For: A110 INVENTORY CONTROL			
30	1	HL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95	
			Tag For: A110 INVENTORY CONTROL			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
31	1	HL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29	
			Tag For: A110 INVENTORY CONTROL			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
32	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24	
			Tag For: A110 INVENTORY CONTROL			
				Tag Subtotal :	\$5,119.98	
B100 LOBBY						
33	2	HFCL2	26" Wide Lounge Chair	\$555.73	\$1,111.46	
			Tag For: B100 LOBBY			
			\$(2) Grade 2 Uph			
			.WP Whisper Vinyl			
			77 Islet			
			.4S 4 Star Base			
			PR8 Silver Texture			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
34	1	HML3S	Grove Three Seat Lounge	\$2,121.25	\$2,121.25
			Tag For: B100 LOBBY		
			.A Straight		
			\$(2) Grade 2 Uph		
			.WP Whisper Vinyl		
			18 Camel 18		
			.TS Tapered Square Leg		
			.PR8 Silver Texture		
35	1	HFTLR12	Flock Rectangle Table Laminate	\$270.36	\$270.36
			Tag For: B100 LOBBY		
			.N No Grommet		
			.0 No Ports		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			.TS Tapered Square Leg		
			\$(P2) P2 Paint Opts		
			.PR8 Silver Texture		
36	1	HFTPTL18	Flock 18 Personal Table Laminate	\$341.34	\$341.34
			Tag For: B100 LOBBY		
			.G 2MM Edge		
			DP Portico Teak		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			\$(P2) P2 Paint Opts		
			.PR8 Silver Texture		
Tag Subtotal :				\$3,844.41	
B101 RECEP					
37	2	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$576.00
			Tag For: B101 RECEP		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
38	2	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$1,000.58
			Tag For: B101 RECEP		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
39	4	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$126.44
			Tag For: B101 RECEP		
40	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
			Tag For: B101 RECEP		
			.X102E 102E		
41	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: B101 RECEP		

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag Subtotal : \$2,124.00

B105 FLEET STAFF

42	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
43	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
44	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
45	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
46	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
47	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
48	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
Tag For: B105 FLEET STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak					
49	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
Tag For: B105 FLEET STAFF					
50	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B105 FLEET STAFF		
51	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> B105 FLEET STAFF		
			.X105E 105E		
52	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> B105 FLEET STAFF		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
53	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			<u>Tag For:</u> B105 FLEET STAFF		
54	1	HLED31AUO	31"LED Lt W/8" JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			<u>Tag For:</u> B105 FLEET STAFF		
55	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			<u>Tag For:</u> B105 FLEET STAFF		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
56	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			<u>Tag For:</u> B105 FLEET STAFF		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
57	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			<u>Tag For:</u> B105 FLEET STAFF		
				Tag Subtotal :	\$4,539.30

B120 CONF ROOM

58	14	HIWMBT	Ign 2.0 Big & Tall 4-way Mesh	\$525.87	\$7,362.18
			<u>Tag For:</u> B120 CONF ROOM		
			.Y4 Synchro-Tilt		
			.V All-Adjustable Arm		
			.A All Surface Caster		
			.IM 4-Way Black		
			\$(1) Grade 1 Uph		
			.UR Contourett		
			19 Graphite		
			.BL Black Adjustable Lumbar		
			.SB Standard Base		
			.T Black		
			.N No Headrest		
59	1	HQB	Interlink IQ Power Base In-Feed	\$255.00	\$255.00

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			<u>Tag For:</u> B120 CONF ROOM			
60	3	HQH5-P-3P1B	MhoB G1 Pop-up Port for IQ 3 AC/1 Blank	\$183.66	\$550.98	
			<u>Tag For:</u> B120 CONF ROOM			
			.SVR Silver			
61	2	HQJ3	Interlink IQ Power Jumper 3ft	\$53.41	\$106.82	
			<u>Tag For:</u> B120 CONF ROOM			
62	1	HTLB54180	180"Wx54"D Boat Shaped Lam Top	\$1,146.21	\$1,146.21	
			<u>Tag For:</u> B120 CONF ROOM			
			.G 2MM/Flat			
			DP Portico Teak			
			.G1 Cut Out For Pop Up Port			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
63	1	HTLHP180	Lam Hollow Pan Base For 180" W Table Tops	\$1,409.62	\$1,409.62	
			<u>Tag For:</u> B120 CONF ROOM			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			.LPT1 Portico Teak			
Tag Subtotal :				\$10,830.81		

B121 BREAK OUT

64	6	HIWMBT	Ign 2.0 Big & Tall 4-way Mesh	\$525.87	\$3,155.22
			<u>Tag For:</u> B121 BREAK OUT		
			.Y4	Synchro-Tilt	
			.V	All-Adjustable Arm	
			.A	All Surface Caster	
			.IM	4-Way Black	
			\$(1)	Grade 1 Uph	
			.UR	Contourett	
			19	Graphite	
			.BL	Black Adjustable Lumbar	
			.SB	Standard Base	
			.T	Black	
			.N	No Headrest	
65	1	HFDB29AN	Disc base for 29 1/2"h tables Use with 30" tops	\$639.51	\$639.51
			<u>Tag For:</u> B121 BREAK OUT		
			\$(P2)	P2 Paint Opts	
			.PR8	Silver Texture	
66	1	HFTLC3396	Flock 33x96 Rectangle Laminate Top	\$414.87	\$414.87
			<u>Tag For:</u> B121 BREAK OUT		
			.G	2MM Edge	
			DP	Portico Teak	
			.N	No Grommet	
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
Tag Subtotal :				\$4,209.60	

Prepared By:

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Julieta Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
B123 TOC					
67	1	HSDDL29	29.5"H Corner Desk Leg	\$55.12	\$55.12
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
68	2	HSDEP3029F	30"D End-Panel Supports: Freestanding	\$71.71	\$143.42
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
69	1	HSDSL29	Abode Shared Leg	\$123.41	\$123.41
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
70	2	HSDSL3029F	30"D Support Leg: Freestanding	\$76.34	\$152.68
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
71	2	HSDMP424	Half Hgt 14Hx42W Mod Pnl	\$65.12	\$130.24
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
72	1	HSDMP484	Half Hgt 14Hx48W Mod Pnl	\$66.10	\$66.10
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
73	1	HSDMP664	Half Hgt 14Hx66W Mod Pnl	\$70.49	\$70.49
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
74	1	HSDMP724	Half Hgt 14Hx72W Mod Pnl	\$71.22	\$71.22
		Tag For: B123 TOC \$(P1) P1 Paint Opts .LOFT Loft			
75	1	HWC4230P	Systems Corner Worksurface 42Wx30D Edgeband Curved	\$205.85	\$205.85
		Tag For: B123 TOC \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
76	1	HWR3048P	Systems Rectangular Worksurface Edgeband 30D x 48W	\$145.36	\$145.36

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			<u>Tag For:</u> B123 TOC \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
77	1	HWR3066P	Systems Rectangular Worksurface Edgeband 30D x 66W	\$184.63	\$184.63	
			<u>Tag For:</u> B123 TOC \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
78	1	HWR3072P	Systems Rectangular Worksurface Edgeband 30D x 72W	\$196.58	\$196.58	
			<u>Tag For:</u> B123 TOC \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
79	3	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$1,170.72	
			<u>Tag For:</u> B123 TOC			
				Tag Subtotal :	\$2,715.82	
B124 PW DIRECTOR						
80	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00	
			<u>Tag For:</u> B124 PW DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
81	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29	
			<u>Tag For:</u> B124 PW DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
82	1	H105532	10500 Series Bookcase 2-shelf 36Wx13-1/8Dx29-5/8H	\$240.39	\$240.39	
			<u>Tag For:</u> B124 PW DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
83	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22	
			<u>Tag For:</u> B124 PW DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
84	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B124 PW DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
85	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
			<u>Tag For:</u> B124 PW DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
86	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
			<u>Tag For:</u> B124 PW DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
87	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			<u>Tag For:</u> B124 PW DIRECTOR		
88	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			<u>Tag For:</u> B124 PW DIRECTOR		
89	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> B124 PW DIRECTOR		
			.X124E 124E		
90	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> B124 PW DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
91	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> B124 PW DIRECTOR		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
92	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			<u>Tag For:</u> B124 PW DIRECTOR		
93	1	HLED31AUO	31"LED Lt W/8" JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			<u>Tag For:</u> B124 PW DIRECTOR		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
94	1	HL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95	
			Tag For: B124 PW DIRECTOR			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
95	1	HL36TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29	
			Tag For: B124 PW DIRECTOR			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
96	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24	
			Tag For: B124 PW DIRECTOR			
				Tag Subtotal :	\$4,942.03	
B125 STREETS/UTILITIES						
97	7	HEC65PLN	65H "L" Connector Post	\$48.05	\$336.35	
			Tag For: B125 STREETS/UTILITIES			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
98	3	HEC65PTN	65H "T" Connector Post	\$46.34	\$139.02	
			Tag For: B125 STREETS/UTILITIES			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
99	7	HECSL	"L" Connector Strap	\$5.37	\$37.59	
			Tag For: B125 STREETS/UTILITIES			
100	3	HECST	"T" Connector Strap	\$7.80	\$23.40	
			Tag For: B125 STREETS/UTILITIES			
101	1	HEFTAC	Accelerate stability foot	\$120.97	\$120.97	
			Tag For: B125 STREETS/UTILITIES			
			\$(P1) Select P1 Paint			
			.LOFT Loft			
102	7	HEFEC65P	Panel Finished End Covers 65H	\$21.95	\$153.65	
			Tag For: B125 STREETS/UTILITIES			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
103	10	HETC24	Panel Top Cap 24"W	\$13.17	\$131.70	
			Tag For: B125 STREETS/UTILITIES			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Julieta Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
104	9	HETC72	Panel Top Cap 72"W	\$34.15	\$307.35
		Tag For: B125 STREETS/UTILITIES \$(P1) P1 Paint Opts .LOFT Loft			
105	10	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$120.97	\$1,209.70
		Tag For: B125 STREETS/UTILITIES \$(A) Grd A Fabric .LN Landscape 10 Sheen \$(P1) P1 Paint Opts .LOFT Loft			
106	9	HETP6572FP	Tackable Panel w/o TC 65H x 72W	\$222.68	\$2,004.12
		Tag For: B125 STREETS/UTILITIES \$(A) Grd A Fabric .LN Landscape 10 Sheen \$(P1) P1 Paint Opts .LOFT Loft			
107	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
		Tag For: B125 STREETS/UTILITIES .X120E 120E			
108	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
		Tag For: B125 STREETS/UTILITIES .X121E 121E			
109	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
		Tag For: B125 STREETS/UTILITIES .X122E 122E			
110	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
		Tag For: B125 STREETS/UTILITIES .X123E 123E			
111	3	HH871024	Electrical Pass-Thru w/o Power Block 24"3-3 & 2-2	\$40.00	\$120.00
		Tag For: B125 STREETS/UTILITIES			
112	1	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$43.41	\$43.41
		Tag For: B125 STREETS/UTILITIES			
113	2	HH871172	Electrical Pass-Thru Cables Panels - w/duplex capacity	\$45.61	\$91.22
		Tag For: B125 STREETS/UTILITIES			
114	2	HH871224	Electrical Power Harness 24W 3-1 & 2-2 Systems	\$68.29	\$136.58
		Tag For: B125 STREETS/UTILITIES			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
115	6	HH871272	Electrical Power Harness Panels - w/duplex capacity	\$71.95	\$431.70	
		Tag For: B125 STREETS/UTILITIES				
116	4	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$14.63	\$58.52	
		Tag For: B125 STREETS/UTILITIES				
		.LOFT	Loft			
117	4	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$14.63	\$58.52	
		Tag For: B125 STREETS/UTILITIES				
		.LOFT	Loft			
118	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$76.34	\$152.68	
		Tag For: B125 STREETS/UTILITIES				
119	4	HSCKTPS	Straight Connector Kit	\$7.32	\$29.28	
		Tag For: B125 STREETS/UTILITIES				
		.X	No Option			
120	4	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$185.12	\$740.48	
		Tag For: B125 STREETS/UTILITIES				
		.L	Lock			
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
121	4	HVFF23R	File/File 28H x 22 7/8D x15W	\$183.41	\$733.64	
		Tag For: B125 STREETS/UTILITIES				
		.L	Lock			
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
122	8	HLSLZ5SC60	48"W External Stiffener	\$53.85	\$430.80	
		Tag For: B125 STREETS/UTILITIES				
		.P	Black			
123	4	HRVCLG24	Abound 29"H x 24"D Abound Universal Support Leg	\$64.15	\$256.60	
		Tag For: B125 STREETS/UTILITIES				
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
124	4	HRVOH72FM	Abound Overhead-Metal Flipper Door 72"	\$311.46	\$1,245.84	
		Tag For: B125 STREETS/UTILITIES				
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
		.X	Omit Lock			
125	8	HWR2472P	Systems Rectangular Worksurface Edgeband 24D x 72W	\$176.10	\$1,408.80	
		Tag For: B125 STREETS/UTILITIES				

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			.DP	Portico Teak			
			.LOFT	Loft			
126	12	HWSB2	Worksurface Bracket Kit		\$15.61	\$187.32	
			Tag For: B125 STREETS/UTILITIES				
			\$(P1)	P1 Paint Opts			
			.LOFT	Loft			
127	4	HLED31AS	31" LED LIGHT W/ POWER SUPPLY (SINGLE)		\$181.71	\$726.84	
			Tag For: B125 STREETS/UTILITIES				
128	4	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather		\$390.24	\$1,560.96	
			Tag For: B125 STREETS/UTILITIES				
Tag Subtotal :					\$13,130.64		
B126 UTILITIES							
129	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H		\$288.00	\$288.00	
			Tag For: B126 UTILITIES				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
130	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
			Tag For: B126 UTILITIES				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
131	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H		\$418.34	\$418.34	
			Tag For: B126 UTILITIES				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
132	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
			Tag For: B126 UTILITIES				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
133	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
			Tag For: B126 UTILITIES				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
134	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop		\$698.92	\$698.92	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B126 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
135	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
			<u>Tag For:</u> B126 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
136	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			<u>Tag For:</u> B126 UTILITIES		
137	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			<u>Tag For:</u> B126 UTILITIES		
138	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> B126 UTILITIES		
			.X126E 126E		
139	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> B126 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
140	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> B126 UTILITIES		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
141	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			<u>Tag For:</u> B126 UTILITIES		
142	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			<u>Tag For:</u> B126 UTILITIES		
143	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			<u>Tag For:</u> B126 UTILITIES		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
144	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
		Tag For: B126 UTILITIES \$(A) Grd A Fabric .LN Landscape 10 Sheen			
145	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
		Tag For: B126 UTILITIES			
Tag Subtotal :				\$5,119.98	
B127 UTILITIES					
146	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
		Tag For: B127 UTILITIES \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
147	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
		Tag For: B127 UTILITIES \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
148	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
		Tag For: B127 UTILITIES \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
149	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
		Tag For: B127 UTILITIES \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
150	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
		Tag For: B127 UTILITIES \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
151	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
		Tag For: B127 UTILITIES \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
152	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
		Tag For: B127 UTILITIES			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			\$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
153	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83	
			<u>Tag For:</u> B127 UTILITIES			
154	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12	
			<u>Tag For:</u> B127 UTILITIES			
155	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11	
			<u>Tag For:</u> B127 UTILITIES			
			.X127E 127E			
156	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32	
			<u>Tag For:</u> B127 UTILITIES			
			\$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak			
157	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68	
			<u>Tag For:</u> B127 UTILITIES			
			.M609590 Special "M" Number Required .E Glide .U Upholstered \$(2) Grade 2 Uph .KAI Kai 11 Flow \$(3) Grade 3 Uph .SX Moxie 23 Basalt .PLAT Textured Platinum Metallic			
158	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27	
			<u>Tag For:</u> B127 UTILITIES			
159	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44	
			<u>Tag For:</u> B127 UTILITIES			
160	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95	
			<u>Tag For:</u> B127 UTILITIES			
			\$(A) Grd A Fabric .LN Landscape 10 Sheen			
161	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29	
			<u>Tag For:</u> B127 UTILITIES			
			\$(A) Grd A Fabric .LN Landscape 10 Sheen			
162	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B127 UTILITIES		
				Tag Subtotal :	\$5,119.98
B128 UTILITIES					
163	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
164	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
165	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
166	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
167	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
168	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
169	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
			<u>Tag For:</u> B128 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
170	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			<u>Tag For:</u> B128 UTILITIES		
171	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: B128 UTILITIES

172	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
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Tag For: B128 UTILITIES

.X128E 128E

173	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
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Tag For: B128 UTILITIES

\$(L2STD) Grd L2 Standard Laminates
.LPT1 Portico Teak

174	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
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Tag For: B128 UTILITIES

.M609590 Special "M" Number Required
.E Glide
.U Upholstered
\$(2) Grade 2 Uph
.KAI Kai
11 Flow
\$(3) Grade 3 Uph
.SX Moxie
23 Basalt
.PLAT Textured Platinum Metallic

175	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
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Tag For: B128 UTILITIES

176	1	HLED31AUO	31"LED Lt W/8" JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
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Tag For: B128 UTILITIES

177	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
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Tag For: B128 UTILITIES

\$(A) Grd A Fabric
.LN Landscape
10 Sheen

178	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
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Tag For: B128 UTILITIES

\$(A) Grd A Fabric
.LN Landscape
10 Sheen

179	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
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Tag For: B128 UTILITIES

Tag Subtotal : \$5,119.98

B129 STREETS

180	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliatt Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B129 STREETS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
181	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
			<u>Tag For:</u> B129 STREETS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
182	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
			<u>Tag For:</u> B129 STREETS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
183	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
			<u>Tag For:</u> B129 STREETS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
184	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
			<u>Tag For:</u> B129 STREETS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
185	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			<u>Tag For:</u> B129 STREETS		
186	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			<u>Tag For:</u> B129 STREETS		
187	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> B129 STREETS		
			.X129E 129E		
188	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> B129 STREETS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
189	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> B129 STREETS		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			\$(3)	Grade 3 Uph			
			.SX	Moxie			
			23	Basalt			
			.PLAT	Textured Platinum Metallic			
190	1	3502BL	Lineage Big & Tall High Back Chair, 500 lb. Capacity, Black Leather		\$491.21	\$491.21	
		Tag For: B129 STREETS					
					Tag Subtotal :	\$3,750.96	
B130 UTILITIES							
191	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
		Tag For: B130 UTILITIES					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
192	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H		\$418.34	\$418.34	
		Tag For: B130 UTILITIES					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
193	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
		Tag For: B130 UTILITIES					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
194	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
		Tag For: B130 UTILITIES					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
195	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop		\$698.92	\$698.92	
		Tag For: B130 UTILITIES					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
196	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped		\$490.14	\$490.14	
		Tag For: B130 UTILITIES					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
197	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack		\$31.61	\$94.83	
		Tag For: B130 UTILITIES					
198	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack		\$35.12	\$35.12	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B130 UTILITIES		
199	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> B130 UTILITIES		
			.X130E 130E		
200	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> B130 UTILITIES		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
201	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> B130 UTILITIES		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
202	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			<u>Tag For:</u> B130 UTILITIES		
203	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			<u>Tag For:</u> B130 UTILITIES		
204	1	HL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			<u>Tag For:</u> B130 UTILITIES		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
205	1	HL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			<u>Tag For:</u> B130 UTILITIES		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
206	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			<u>Tag For:</u> B130 UTILITIES		
				Tag Subtotal :	\$4,831.98
B131 FUTURE					
207	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			<u>Tag For:</u> B131 FUTURE		

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
208	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
			<u>Tag For:</u> B131 FUTURE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
209	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
			<u>Tag For:</u> B131 FUTURE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
210	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
			<u>Tag For:</u> B131 FUTURE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
211	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop		\$698.92	\$698.92	
			<u>Tag For:</u> B131 FUTURE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
212	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped		\$490.14	\$490.14	
			<u>Tag For:</u> B131 FUTURE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
213	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack		\$31.61	\$94.83	
			<u>Tag For:</u> B131 FUTURE				
214	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack		\$35.12	\$35.12	
			<u>Tag For:</u> B131 FUTURE				
215	3	HF23S	Contain Satin Removable Lock Core Kit		\$15.37	\$46.11	
			<u>Tag For:</u> B131 FUTURE				
			.X131E	131E			
216	1	H1522	Wood Center Drawer 22W x 15-3/8D		\$107.32	\$107.32	
			<u>Tag For:</u> B131 FUTURE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
217	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics		\$290.34	\$580.68	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
		<u>Tag For:</u>	B131 FUTURE			
		.M609590	Special "M" Number Required			
		.E	Glide			
		.U	Upholstered			
		\$(2)	Grade 2 Uph			
		.KAI	Kai			
		11	Flow			
		\$(3)	Grade 3 Uph			
		.SX	Moxie			
		23	Basalt			
		.PLAT	Textured Platinum Metallic			
218	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27	
		<u>Tag For:</u>	B131 FUTURE			
219	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44	
		<u>Tag For:</u>	B131 FUTURE			
220	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95	
		<u>Tag For:</u>	B131 FUTURE			
		\$(A)	Grd A Fabric			
		.LN	Landscape			
		10	Sheen			
221	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29	
		<u>Tag For:</u>	B131 FUTURE			
		\$(A)	Grd A Fabric			
		.LN	Landscape			
		10	Sheen			
222	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24	
		<u>Tag For:</u>	B131 FUTURE			
				Tag Subtotal :	\$4,701.64	
B136 IT DEPARTMENT						
223	8	HEC65PLN	65H "L" Connector Post	\$48.05	\$384.40	
		<u>Tag For:</u>	B136 IT DEPARTMENT			
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
224	2	HEC65PTN	65H "T" Connector Post	\$46.34	\$92.68	
		<u>Tag For:</u>	B136 IT DEPARTMENT			
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
225	8	HECSL	"L" Connector Strap	\$5.37	\$42.96	
		<u>Tag For:</u>	B136 IT DEPARTMENT			
226	2	HECST	"T" Connector Strap	\$7.80	\$15.60	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B136 IT DEPARTMENT		
227	6	HEFEC65P	Panel Finished End Covers 65H	\$21.95	\$131.70
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
228	10	HETC24	Panel Top Cap 24"W	\$13.17	\$131.70
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
229	8	HETC72	Panel Top Cap 72"W	\$34.15	\$273.20
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
230	10	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$120.97	\$1,209.70
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
231	8	HETP6572FP	Tackable Panel w/o TC 65H x 72W	\$222.68	\$1,781.44
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
232	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			<u>Tag For:</u> B136 IT DEPARTMENT		
			.X138E 138E		
233	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			<u>Tag For:</u> B136 IT DEPARTMENT		
			.X139E 139E		
234	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			<u>Tag For:</u> B136 IT DEPARTMENT		
			.X140E 140E		
235	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			<u>Tag For:</u> B136 IT DEPARTMENT		
			.X141E 141E		
236	3	HH871024	Electrical Pass-Thru w/o Power Block 24"3-3 & 2-2	\$40.00	\$120.00

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			<u>Tag For:</u> B136 IT DEPARTMENT			
237	1	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$43.41	\$43.41	
			<u>Tag For:</u> B136 IT DEPARTMENT			
238	2	HH871172	Electrical Pass-Thru Cables Panels - w/duplex capacity	\$45.61	\$91.22	
			<u>Tag For:</u> B136 IT DEPARTMENT			
239	2	HH871224	Electrical Power Harness 24W 3-1 & 2-2 Systems	\$68.29	\$136.58	
			<u>Tag For:</u> B136 IT DEPARTMENT			
240	6	HH871272	Electrical Power Harness Panels - w/duplex capacity	\$71.95	\$431.70	
			<u>Tag For:</u> B136 IT DEPARTMENT			
241	4	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$14.63	\$58.52	
			<u>Tag For:</u> B136 IT DEPARTMENT			
			.LOFT Loft			
242	4	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$14.63	\$58.52	
			<u>Tag For:</u> B136 IT DEPARTMENT			
			.LOFT Loft			
243	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$76.34	\$152.68	
			<u>Tag For:</u> B136 IT DEPARTMENT			
244	4	HSCKTPS	Straight Connector Kit	\$7.32	\$29.28	
			<u>Tag For:</u> B136 IT DEPARTMENT			
			.X No Option			
245	4	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$185.12	\$740.48	
			<u>Tag For:</u> B136 IT DEPARTMENT			
			.L Lock			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
246	4	HVFF23R	File/File 28H x 22 7/8D x15W	\$183.41	\$733.64	
			<u>Tag For:</u> B136 IT DEPARTMENT			
			.L Lock			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
247	8	HLSLZ5SC60	48"W External Stiffener	\$53.85	\$430.80	
			<u>Tag For:</u> B136 IT DEPARTMENT			
			.P Black			
248	4	HRVCLG24	Abound 29"H x 24"D Abound Universal Support Leg	\$64.15	\$256.60	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
249	4	HRVOH72FM	Abound Overhead-Metal Flipper Door 72"	\$311.46	\$1,245.84
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
			.X Omit Lock		
250	8	HWR2472P	Systems Rectangular Worksurface Edgeband 24D x 72W	\$176.10	\$1,408.80
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			.DP Portico Teak		
			.LOFT Loft		
251	12	HWSB2	Worksurface Bracket Kit	\$15.61	\$187.32
			<u>Tag For:</u> B136 IT DEPARTMENT		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
252	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> B136 IT DEPARTMENT		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
253	2	HFTLS24	Flock 24 Cube Table Laminate	\$405.73	\$811.46
			<u>Tag For:</u> B136 IT DEPARTMENT		
			.N No Grommet		
			.0 No Ports		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			.TS Tapered Square Leg		
			\$(P2) P2 Paint Opts		
			.PR8 Silver Texture		
254	4	HLED31AS	31" LED LIGHT W/ POWER SUPPLY (SINGLE)	\$181.71	\$726.84
			<u>Tag For:</u> B136 IT DEPARTMENT		
255	4	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$1,560.96
			<u>Tag For:</u> B136 IT DEPARTMENT		
Tag Subtotal :				\$14,122.31	

B137 IT DIRECTOR

Prepared By:

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
256	1	H105532	10500 Series Bookcase 2-shelf 36Wx13-1/8Dx29-5/8H	\$240.39	\$240.39
		<u>Tag For:</u>	B137 IT DIRECTOR		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
257	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
		<u>Tag For:</u>	B137 IT DIRECTOR		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
258	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
		<u>Tag For:</u>	B137 IT DIRECTOR		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
259	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
		<u>Tag For:</u>	B137 IT DIRECTOR		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
260	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
		<u>Tag For:</u>	B137 IT DIRECTOR		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
261	1	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$31.61
		<u>Tag For:</u>	B137 IT DIRECTOR		
262	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
		<u>Tag For:</u>	B137 IT DIRECTOR		
263	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
		<u>Tag For:</u>	B137 IT DIRECTOR		
		.X137E	137E		
264	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
		<u>Tag For:</u>	B137 IT DIRECTOR		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
265	4	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$1,161.36
		<u>Tag For:</u>	B137 IT DIRECTOR		
		.M609590	Special "M" Number Required		
		.E	Glide		
		.U	Upholstered		

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			\$(2)	Grade 2 Uph			
			.KAI	Kai			
			11	Flow			
			\$(3)	Grade 3 Uph			
			.SX	Moxie			
			23	Basalt			
			.PLAT	Textured Platinum Metallic			
266	1	HTFXM29	Preside 29.5H X-Base for 36 & 42 Tops		\$270.73	\$270.73	
			<u>Tag For:</u> B137 IT DIRECTOR				
			\$(P2)	P2 Paint Opts			
			.T1	Platinum Metallic			
267	1	HTLD42	Preside 42"Round Shaped Laminate Top		\$230.49	\$230.49	
			<u>Tag For:</u> B137 IT DIRECTOR				
			.G	2MM/Flat			
			DP	Portico Teak			
			.N	No Grommets			
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
268	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)		\$199.27	\$199.27	
			<u>Tag For:</u> B137 IT DIRECTOR				
269	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)		\$162.44	\$162.44	
			<u>Tag For:</u> B137 IT DIRECTOR				
270	1	HLSL36TW	WM Tackboard for 36W WM Overhead		\$129.95	\$129.95	
			<u>Tag For:</u> B137 IT DIRECTOR				
			\$(A)	Grd A Fabric			
			.LN	Landscape			
			10	Sheen			
271	1	HLSL48TW	WM Tackboard for 48W WM Overhead		\$148.29	\$148.29	
			<u>Tag For:</u> B137 IT DIRECTOR				
			\$(A)	Grd A Fabric			
			.LN	Landscape			
			10	Sheen			
272	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather		\$390.24	\$390.24	
			<u>Tag For:</u> B137 IT DIRECTOR				
Tag Subtotal :					\$5,157.05		

B138 IT DATA CENTER

273	2	HON	HITSM	Ignition 2 Task Low-back Stool, ilira back			\$371.62	\$743.24
				<u>Tag For:</u> B138 IT DATA CENTER				
				.S1	Limited Synchro Tilt SeatSlidr	Select Control Type		
				.A	Height and Width Adj. Arm	Select Arm Type		
				.S	Black All-Surface Caster	Select Caster/Glide Option		
				.IM	4-Way Black	Select Mesh Color		
				\$(1)	Grade 1 Uph	Select Upholstery		

BI / QUOTE #		DATE		CUSTOMER PO NO		MEMO ID		SALESPERSON	
BI-299874		7/30/2024				Juliatt Williams		Connie Roach	
Line #	Qty	Part Number		Part Description		Sell \$		Ext Sell \$	
				.UR	Contourett	Upholstery Selection			
				10	Black	Contourett			
				.BL	Black Adjustable Lumbar	Select Lumbar			
				.SB	Standard Base	Select Base			
				.T	Black	Select Frame Color			
274	2	H15923R		Flagship B/F Mobile Ped 22H x15W x 22-7/8D/R Pull		\$194.39		\$388.78	
				Tag For: B138 IT DATA CENTER					
				.L	Standard Random Key Lock				
				\$(P1)	P1 Paint Opts				
				.LOFT	Loft				
275	2	HON	HHATB2S2LT	2 Stage 2 Leg Rectangle T Foot		\$398.78		\$797.56	
				Tag For: B138 IT DATA CENTER					
				\$(P2)	P2 Paint Opts	Select Paint Grade			
				.PR6	Silver	Select Grade 2 Paint			
				.X	Standard Glide	Select Glide			
				.MEM	Memory Preset	Select Keypad			
276	2	HON	HHATW2472CT	72W x 24D Rect Worksurface - C/T Base		\$169.51		\$339.02	
				Tag For: B138 IT DATA CENTER					
				\$(L2STD)	Grd L2 Standard Laminates	Laminate Top Selection			
				.LPT1	Portico Teak	Select Grade 2 Laminate Finish			
				.DP	Portico Teak	Select Edgeband Color			
				.G2	2 Grommets - Offset	Select Grommet			
				P	Black	Select Grommet Color			
				.P	Black	Select Color Option			
Tag Subtotal :						\$2,268.60			
B139 IT DELIVERY									
277	8	6255		Industrial Steel Shelving 24 x 48", 6 Shelf Pack		\$260.97		\$2,087.76	
				Tag For: B139 IT DELIVERY					
278	8	6256		Industrial Steel Shelving 24 x 48", Post Pack		\$102.93		\$823.44	
				Tag For: B139 IT DELIVERY					
Tag Subtotal :						\$2,911.20			
B140 IT WORKSHOP									
279	2	WBB1603776		GLOBAL IND-Akro-Mils Plastic Drawer Parts Cabinet 10124-20"W x 6-3/8"D x 15-13/16"H, Black, 24 Drawers		\$47.23		\$94.46	
				Tag For: B140 IT WORKSHOP					
280	2	H33720R		Brigade Ped "R" Pull Mobile B/B/F 20"D x 28"H		\$203.66		\$407.32	
				Tag For: B140 IT WORKSHOP					
				.L	Lock				
				\$(P1)	P1 Paint Opts				
				.LOFT	Loft				
281	1	H895LS		Brigade 800 Series Lat File 2-Drawer w/Storage Case 42W		\$1,012.42		\$1,012.42	

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
		<u>Tag For:</u>	B140 IT WORKSHOP				
			.L	Standard Random Key Lock			
			\$(P1)	P1 Paint Opts			
			.LOFT	Loft			
282	3	HITSM	Ignition 2 Task Low-back Stool, ilira back		\$371.62	\$1,114.86	
		<u>Tag For:</u>	B140 IT WORKSHOP				
			.S1	Limited Synchro Tilt SeatSlidr			
			.A	Height and Width Adj. Arm			
			.S	Black All-Surface Caster			
			.IM	4-Way Black			
			\$(1)	Grade 1 Uph			
			.UR	Contourett			
			10	Black			
			.BL	Black Adjustable Lumbar			
			.SB	Standard Base			
			.T	Black			
283	6	6255	Industrial Steel Shelving 24 x 48", 6 Shelf Pack		\$260.97	\$1,565.82	
		<u>Tag For:</u>	B140 IT WORKSHOP				
284	6	6256	Industrial Steel Shelving 24 x 48", Post Pack		\$102.93	\$617.58	
		<u>Tag For:</u>	B140 IT WORKSHOP				
285	2	TWB6024H3	TechWorks 60"W x 24"D Adjustable Bench with High Pressure Laminate Surface		\$1,203.42	\$2,406.84	
		<u>Tag For:</u>	B140 IT WORKSHOP				
			HK5	Tech Silver			
			5CD	Fashion Gray			
			IG	Ice Gray			
286	2	TWB7224H3	TechWorks 72"W x 24"D Adjustable Bench with High Pressure Laminate Surface		\$1,203.40	\$2,406.80	
		<u>Tag For:</u>	B140 IT WORKSHOP				
			HK5	Tech Silver			
			5CD	Fashion Gray			
			IG	Ice Gray			
287	1	TWBC4824H3	TechWorks 48"W x 24"D Corner Adjustable Bench with High Pressure Laminate Surface		\$1,203.41	\$1,203.41	
		<u>Tag For:</u>	B140 IT WORKSHOP				
			HK5	Tech Silver			
			5CD	Fashion Gray			
			IG	Ice Gray			
288	1	TWT6036H3	TechWorks 60"W x 36"D Adjustable Table with High Pressure Laminate Surface		\$1,239.99	\$1,239.99	
		<u>Tag For:</u>	B140 IT WORKSHOP				
			HK5	Tech Silver			
			5CD	Fashion Gray			
			IG	Ice Gray			
289	1	TWCASKIT4	Caster Kit (4)		\$134.15	\$134.15	
		<u>Tag For:</u>	B140 IT WORKSHOP				
Tag Subtotal :					\$12,203.65		

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BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
C100 PUBLIC LOBBY					
290	2	HFCG6	Flock Casual Guest	\$309.24	\$618.48
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		\$(1)	Grade 1 Uph		
		.UR	Contourett		
		19	Graphite		
		.PR8	Silver Texture		
291	2	HFSS74L	Flock Stool 4-Leg	\$408.67	\$817.34
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		\$(2)	Grade 2 Uph		
		.WP	Whisper Vinyl		
		77	Islet		
		.PR8	Silver Texture		
292	1	HML3S	Grove Three Seat Lounge	\$2,121.25	\$2,121.25
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		.A	Straight		
		\$(2)	Grade 2 Uph		
		.WP	Whisper Vinyl		
		18	Camel 18		
		.TS	Tapered Square Leg		
		.PR8	Silver Texture		
293	2	HFLSC1	Flock Square Lounge Chair	\$955.71	\$1,911.42
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		.TS	TaperedSq PR8 or P7A Frm		
		\$(2)	Grade 2 Uph		
		.WP	Whisper Vinyl		
		77	Islet		
		.PR8	Silver Texture		
294	1	HTLC3060HCTP	Preside 30x60 Stndg CollabTbl w/Part Mod	\$554.99	\$554.99
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		.N	No Grommets		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		.DP	Portico Teak		
295	1	HFDB17B	Disc Base for 18"H Tbl use with 30" and 36" tops	\$280.24	\$280.24
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		\$(P2)	P2 Paint Opts		
		.PR8	Silver Texture		
296	1	HFTLD36	Flock 36 Diameter Round Laminate Top	\$235.61	\$235.61
		<u>Tag For:</u> C100 PUBLIC LOBBY			
		.G	2MM Edge		
		DP	Portico Teak		
		.N	No Grommet		
		\$(L2STD)	Grd L2 Standard Laminates		

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BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.LPT1 Portico Teak		
297	1	HFTLS24	Flock 24 Cube Table Laminate	\$405.73	\$405.73
			Tag For: C100 PUBLIC LOBBY		
			.N No Grommet		
			.0 No Ports		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			.TS Tapered Square Leg		
			\$(P2) P2 Paint Opts		
			.PR8 Silver Texture		
Tag Subtotal :				\$6,945.06	
C102 RECEPTIONISTS					
298	3	HITSM	Ignition 2 Task Low-back Stool, ilira back	\$354.99	\$1,064.97
			Tag For: C102 RECEPTIONISTS		
			.S1 Limited Synchro Tilt SeatSlidr		
			.A Height and Width Adj. Arm		
			.H Hard Caster		
			.IM 4-Way Black		
			\$(1) Grade 1 Uph		
			.UR Contourett		
			10 Black		
			.BL Black Adjustable Lumbar		
			.SB Standard Base		
			.T Black		
Tag Subtotal :				\$1,064.97	
C103 CORRIDOR					
299	1	HFLGANG	Flock Ganging Bracket	\$19.28	\$19.28
			Tag For: C103 CORRIDOR		
300	2	HFLSO1	Flock Square Ottoman	\$410.94	\$821.88
			Tag For: C103 CORRIDOR		
			.TS TaperedSq PR8 or P7A Frm		
			\$(2) Grade 2 Uph		
			.WP Whisper Vinyl		
			18 Camel 18		
			.PR8 Silver Texture		
Tag Subtotal :				\$841.16	
C110 WATER BILLING					
301	2	H895	Brigade 800 Series Lat File 5 Drawer	\$1,301.63	\$2,603.26
			Tag For: C110 WATER BILLING		
			.L Standard Random Key Lock		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
302	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70

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BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description			Sell \$	Ext Sell \$
			<u>Tag For:</u> C110 WATER BILLING				
			.X110E 110E				
303	3	HITSM	Ignition 2 Task Low-back Stool, ilira back			\$354.99	\$1,064.97
			<u>Tag For:</u> C110 WATER BILLING				
			.S1 Limited Synchro Tilt SeatSlidr				
			.A Height and Width Adj. Arm				
			.H Hard Caster				
			.IM 4-Way Black				
			\$(1) Grade 1 Uph				
			.UR Contourett				
			10 Black				
			.BL Black Adjustable Lumbar				
			.SB Standard Base				
			.T Black				
Tag Subtotal :						\$3,699.93	
C111 WATER BILLING MGR							
304	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H			\$288.00	\$288.00
			<u>Tag For:</u> C111 WATER BILLING MGR				
			\$(L2STD) Grd L2 Standard Laminates				
			.LPT1 Portico Teak				
			LPT1 Portico Teak				
305	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x			\$500.29	\$500.29
			<u>Tag For:</u> C111 WATER BILLING MGR				
			\$(L2STD) Grd L2 Standard Laminates				
			.LPT1 Portico Teak				
			LPT1 Portico Teak				
306	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H			\$418.34	\$418.34
			<u>Tag For:</u> C111 WATER BILLING MGR				
			\$(L2STD) Grd L2 Standard Laminates				
			.LPT1 Portico Teak				
			LPT1 Portico Teak				
307	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D			\$383.22	\$383.22
			<u>Tag For:</u> C111 WATER BILLING MGR				
			\$(L2STD) Grd L2 Standard Laminates				
			.LPT1 Portico Teak				
			LPT1 Portico Teak				
308	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D			\$446.82	\$446.82
			<u>Tag For:</u> C111 WATER BILLING MGR				
			\$(L2STD) Grd L2 Standard Laminates				
			.LPT1 Portico Teak				
			LPT1 Portico Teak				
309	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop			\$698.92	\$698.92
			<u>Tag For:</u> C111 WATER BILLING MGR				
			\$(L2STD) Grd L2 Standard Laminates				
			.LPT1 Portico Teak				
			LPT1 Portico Teak				

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Julieta Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
310	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
		Tag For: C111 WATER BILLING MGR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
311	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
		Tag For: C111 WATER BILLING MGR			
312	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
		Tag For: C111 WATER BILLING MGR			
313	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
		Tag For: C111 WATER BILLING MGR .X111E 111E			
314	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
		Tag For: C111 WATER BILLING MGR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak			
315	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
		Tag For: C111 WATER BILLING MGR .M609590 Special "M" Number Required .E Glide .U Upholstered \$(2) Grade 2 Uph .KAI Kai 11 Flow \$(3) Grade 3 Uph .SX Moxie 23 Basalt .PLAT Textured Platinum Metallic			
316	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
		Tag For: C111 WATER BILLING MGR			
317	1	HLED31AUO	31"LED Lt W/8" JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
		Tag For: C111 WATER BILLING MGR			
318	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
		Tag For: C111 WATER BILLING MGR \$(A) Grd A Fabric .LN Landscape 10 Sheen			
319	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
		Tag For: C111 WATER BILLING MGR \$(A) Grd A Fabric .LN Landscape			

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BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			10 Sheen		
320	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
		Tag For: C111 WATER BILLING MGR			
Tag Subtotal :				\$5,119.98	
C112 WATER BILLING					
321	6	HEC35PLN	35H "L" Connector Post	\$30.98	\$185.88
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
322	3	HEC35PTN	35H "T" Connector Post	\$29.51	\$88.53
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
323	4	HEC65PLN	65H "L" Connector Post	\$48.05	\$192.20
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
324	1	HEC65PTN	65H "T" Connector Post	\$46.34	\$46.34
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
325	10	HECSL	"L" Connector Strap	\$5.37	\$53.70
		Tag For: C112 WATER BILLING			
326	4	HECST	"T" Connector Strap	\$7.80	\$31.20
		Tag For: C112 WATER BILLING			
327	5	HEFEC35P	Panel Finished End Covers 35H	\$17.07	\$85.35
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
328	3	HEFEC65P	Panel Finished End Covers 65H	\$21.95	\$65.85
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
329	14	HETC24	Panel Top Cap 24"W	\$13.17	\$184.38
		Tag For: C112 WATER BILLING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		

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BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
330	1	HETC36	Panel Top Cap 36"W	\$20.00	\$20.00	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
331	11	HETC42	Panel Top Cap 42"W	\$20.73	\$228.03	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
332	3	HETC60	Panel Top Cap 60"W	\$28.29	\$84.87	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
333	4	HETC72	Panel Top Cap 72"W	\$34.15	\$136.60	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
334	9	HETP3524FP	Tackable Panel w/o TC 35H x 24W	\$94.63	\$851.67	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
335	8	HETP3542FP	Tackable Panel w/o TC 35H x 42W	\$107.80	\$862.40	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
336	4	HETP3572FP	Tackable Panel w/o TC 35H x 72W	\$170.97	\$683.88	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
337	5	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$120.97	\$604.85	
		<u>Tag For:</u> C112 WATER BILLING				
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
			\$(P1) P1 Paint Opts			
			.LOFT Loft			
338	1	HETP6536FP	Tackable Panel w/o TC 65H x 36W	\$136.83	\$136.83	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> C112 WATER BILLING		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
339	3	HETP6542FP	Tackable Panel w/o TC 65H x 42W	\$148.78	\$446.34
			<u>Tag For:</u> C112 WATER BILLING		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
340	3	HETP6560FP	Tackable Panel w/o TC 65H x 60W	\$165.36	\$496.08
			<u>Tag For:</u> C112 WATER BILLING		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		
341	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70
			<u>Tag For:</u> C112 WATER BILLING		
			.X112E 112E		
342	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70
			<u>Tag For:</u> C112 WATER BILLING		
			.X113E 113E		
343	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70
			<u>Tag For:</u> C112 WATER BILLING		
			.X114E 114E		
344	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70
			<u>Tag For:</u> C112 WATER BILLING		
			.X115E 115E		
345	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70
			<u>Tag For:</u> C112 WATER BILLING		
			.X116E 116E		
346	2	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$31.70
			<u>Tag For:</u> C112 WATER BILLING		
			.X117E 117E		
347	2	HH871024	Electrical Pass-Thru w/o Power Block 24"3-3 & 2-2	\$40.00	\$80.00
			<u>Tag For:</u> C112 WATER BILLING		
348	1	HH871036	Electrical Pass-Thru w/o Power Block 36"3-1&2-2	\$40.00	\$40.00

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
<u>Tag For:</u> C112 WATER BILLING						
349	3	HH871042	Electrical Pass-Thru w/o Power Block42"3-1&2-2	\$41.22	\$123.66	
<u>Tag For:</u> C112 WATER BILLING						
350	3	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$43.41	\$130.23	
<u>Tag For:</u> C112 WATER BILLING						
351	1	HH871160	Electrical Pass-Thru Cable 60W 3-1 & 2-2 Systems	\$45.61	\$45.61	
<u>Tag For:</u> C112 WATER BILLING						
352	1	HH871172	Electrical Pass-Thru Cables Panels - w/duplex capacity	\$45.61	\$45.61	
<u>Tag For:</u> C112 WATER BILLING						
353	1	HH871224	Electrical Power Harness 24W 3-1 & 2-2 Systems	\$68.29	\$68.29	
<u>Tag For:</u> C112 WATER BILLING						
354	6	HH871242	Electrical Power Harness 42W 3-1 & 2-2 Systems	\$71.95	\$431.70	
<u>Tag For:</u> C112 WATER BILLING						
355	1	HH871260	Electrical Power Harness 60W 3-1 & 2-2 Systems	\$71.95	\$71.95	
<u>Tag For:</u> C112 WATER BILLING						
356	3	HH871272	Electrical Power Harness Panels - w/duplex capacity	\$71.95	\$215.85	
<u>Tag For:</u> C112 WATER BILLING						
357	6	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$14.63	\$87.78	
<u>Tag For:</u> C112 WATER BILLING						
358	6	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$14.63	\$87.78	
<u>Tag For:</u> C112 WATER BILLING						
359	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$76.34	\$152.68	
<u>Tag For:</u> C112 WATER BILLING						
360	13	HSCKTPS	Straight Connector Kit	\$7.32	\$95.16	
<u>Tag For:</u> C112 WATER BILLING						
361	6	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$185.12	\$1,110.72	
<u>Tag For:</u> C112 WATER BILLING						

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Julieta Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			\$(P1) P1 Paint Opts .LOFT Loft			
362	6	HVFF23R	File/File 28H x 22 7/8D x15W	\$183.41	\$1,100.46	
			<u>Tag For:</u> C112 WATER BILLING			
			.L Lock \$(P1) P1 Paint Opts .LOFT Loft			
363	10	HLSLZ5SC60	48"W External Stiffener	\$53.85	\$538.50	
			<u>Tag For:</u> C112 WATER BILLING			
			.P Black			
364	6	HRVCLG24	Abound 29"H x 24"D Abound Universal Support Leg	\$64.15	\$384.90	
			<u>Tag For:</u> C112 WATER BILLING			
			\$(P1) P1 Paint Opts .LOFT Loft			
365	2	HWR2460P	Systems Rectangular Worksurface Edgeband 24D x 60W	\$159.75	\$319.50	
			<u>Tag For:</u> C112 WATER BILLING			
			\$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
366	4	HWR2472P	Systems Rectangular Worksurface Edgeband 24D x 72W	\$176.10	\$704.40	
			<u>Tag For:</u> C112 WATER BILLING			
			\$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
367	1	SPLH-SYST-WSGMT P	Worksurface w/Grommets Edgeband to be 24D x 78W	\$263.17	\$263.17	
			<u>Tag For:</u> C112 WATER BILLING			
			.M608004 Special "M" Number Required \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft .X Omit Cantilever			
368	5	HWR2484P	24"D x 84"W Rectangular WS - Edgeband	\$248.53	\$1,242.65	
			<u>Tag For:</u> C112 WATER BILLING			
			\$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak .DP Portico Teak .LOFT Loft			
369	18	HWSB2	Worksurface Bracket Kit	\$15.61	\$280.98	
			<u>Tag For:</u> C112 WATER BILLING			
			\$(P1) P1 Paint Opts .LOFT Loft			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
370	2	H895LS	Brigade 800 Series Lat File 2-Drawer w/Storage Case 42W	\$1,012.42	\$2,024.84	
			Tag For: C112 WATER BILLING			
			.L Standard Random Key Lock			
			\$(P1) P1 Paint Opt			
			.LOFT Loft			
371	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40	
			Tag For: C112 WATER BILLING			
			.X112E 112E			
372	2	HS30ABC	Brigade Bookcase 2-Shelf 12-5/8D x 34-1/2W x 29H	\$143.28	\$286.56	
			Tag For: C112 WATER BILLING			
			\$(P1) P1 Paint Opt			
			.LOFT Loft			
373	3	HITSM	Ignition 2 Task Low-back Stool, ilira back	\$354.99	\$1,064.97	
			Tag For: C112 WATER BILLING			
			.S1 Limited Synchro Tilt SeatSlidr			
			.A Height and Width Adj. Arm			
			.H Hard Caster			
			.IM 4-Way Black			
			\$(1) Grade 1 Uph			
			.UR Contourett			
			10 Black			
			.BL Black Adjustable Lumbar			
			.SB Standard Base			
			.T Black			
374	6	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$2,341.44	
			Tag For: C112 WATER BILLING			
				Tag Subtotal :	\$19,077.97	
C113 CONSULT						
375	2	HFCG6	Flock Casual Guest	\$309.24	\$618.48	
			Tag For: C113 CONSULT			
			\$(1) Grade 1 Uph			
			.UR Contourett			
			19 Graphite			
			.PR8 Silver Texture			
				Tag Subtotal :	\$618.48	
C114 HC CONSULT						
376	2	HFCG6	Flock Casual Guest	\$309.24	\$618.48	
			Tag For: C114 HC CONSULT			
			\$(1) Grade 1 Uph			
			.UR Contourett			
			19 Graphite			
			.PR8 Silver Texture			
				Tag Subtotal :	\$618.48	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
C118 CAFE/BREAK					
377	48	XU-CH0221-GY-SV-G G	FLASH-Hercules Series 21"W Stacking Church Chair in Gray Fabric-Silver Vein Frame	\$70.83	\$3,399.84
			Tag For: C118 CAFE/BREAK		
				Tag Subtotal :	\$3,399.84
C119-C120 STORAGE					
378	8	6255	Industrial Steel Shelving 24 x 48", 6 Shelf Pack	\$260.97	\$2,087.76
			Tag For: C119-C120 STORAGE		
379	8	6256	Industrial Steel Shelving 24 x 48", Post Pack	\$102.93	\$823.44
			Tag For: C119-C120 STORAGE		
				Tag Subtotal :	\$2,911.20
C121 CONF ROOM					
380	10	HIWMBT	Ign 2.0 Big & Tall 4-way Mesh	\$525.87	\$5,258.70
			Tag For: C121 CONF ROOM		
			.Y4 Synchro-Tilt		
			.V All-Adjustable Arm		
			.A All Surface Caster		
			.IM 4-Way Black		
			\$(1) Grade 1 Uph		
			.UR Contourett		
			19 Graphite		
			.BL Black Adjustable Lumbar		
			.SB Standard Base		
			.T Black		
			.N No Headrest		
381	1	HQB	Interlink IQ Power Base In-Feed	\$255.00	\$255.00
			Tag For: C121 CONF ROOM		
382	2	HQH5-P-3P1B	MhoB G1 Pop-up Port for IQ 3 AC/1 Blank	\$183.66	\$367.32
			Tag For: C121 CONF ROOM		
			.SVR Silver		
383	1	HQJ3	Interlink IQ Power Jumper 3ft	\$53.41	\$53.41
			Tag For: C121 CONF ROOM		
384	1	HTLB54144	Preside 144W x 54D Boat Shaped Laminate Top	\$766.82	\$766.82
			Tag For: C121 CONF ROOM		
			.G 2MM/Flat		
			DP Portico Teak		
			.G1 Cut Out For Pop Up Port		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
385	1	HTLHP144	Preside Laminate Hollow Panel Base For 144" W Table Tops	\$936.21	\$936.21
			Tag For: C121 CONF ROOM		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			.LPT1	Portico Teak	
Tag Subtotal :				\$7,637.46	
C122 ECON DEV STAFF					
386	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			Tag For: C122 ECON DEV STAFF		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	
387	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
			Tag For: C122 ECON DEV STAFF		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	
388	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
			Tag For: C122 ECON DEV STAFF		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	
389	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
			Tag For: C122 ECON DEV STAFF		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	
390	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
			Tag For: C122 ECON DEV STAFF		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	
391	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
			Tag For: C122 ECON DEV STAFF		
			\$(L2STD)	Grd L2 Standard Laminates	
			.LPT1	Portico Teak	
			LPT1	Portico Teak	
392	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			Tag For: C122 ECON DEV STAFF		
393	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			Tag For: C122 ECON DEV STAFF		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
394	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
		Tag For: C122 ECON DEV STAFF .X122E 122E			
395	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
		Tag For: C122 ECON DEV STAFF \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak			
396	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
		Tag For: C122 ECON DEV STAFF .M609590 Special "M" Number Required .E Glide .U Upholstered \$(2) Grade 2 Uph .KAI Kai 11 Flow \$(3) Grade 3 Uph .SX Moxie 23 Basalt .PLAT Textured Platinum Metallic			
397	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
		Tag For: C122 ECON DEV STAFF			
398	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
		Tag For: C122 ECON DEV STAFF			
399	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
		Tag For: C122 ECON DEV STAFF \$(A) Grd A Fabric .LN Landscape 10 Sheen			
400	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
		Tag For: C122 ECON DEV STAFF \$(A) Grd A Fabric .LN Landscape 10 Sheen			
401	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
		Tag For: C122 ECON DEV STAFF			
Tag Subtotal :				\$4,701.64	
C123 ECON DEV DIRECTOR					
402	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
		Tag For: C123 ECON DEV DIRECTOR \$(L2STD) Grd L2 Standard Laminates			

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
403	1	H105381	.LPT1	Portico Teak	\$383.22	\$383.22	
			LPT1	Portico Teak			
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
404	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
405	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop		\$698.92	\$698.92	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
406	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped		\$490.14	\$490.14	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
407	1	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack		\$31.61	\$31.61	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
408	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack		\$35.12	\$35.12	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
409	2	HF23S	Contain Satin Removable Lock Core Kit		\$15.37	\$30.74	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			.X123E	123E			
410	1	H1522	Wood Center Drawer 22W x 15-3/8D		\$107.32	\$107.32	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
411	6	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics		\$290.34	\$1,742.04	
		<u>Tag For:</u>	C123 ECON DEV DIRECTOR				
			.M609590	Special "M" Number Required			
			.E	Glide			
			.U	Upholstered			
			\$(2)	Grade 2 Uph			
			.KAI	Kai			
			11	Flow			
			\$(3)	Grade 3 Uph			
			.SX	Moxie			

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
412	1	HTFXL29	23	Basalt	\$293.41	\$293.41	
			.PLAT	Textured Platinum Metallic			
			Preside 29.5H X-Base for 48 & 60 Tops				
Tag For:			C123 ECON DEV DIRECTOR				
			\$(P2)	P2 Paint Opts			
			.T1	Platinum Metallic			
413	1	HTLD48	Preside 48"Round Shaped Laminate Top		\$256.46	\$256.46	
Tag For:			C123 ECON DEV DIRECTOR				
			.G	2MM/Flat			
			DP	Portico Teak			
			.N	No Grommets			
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
414	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)		\$199.27	\$199.27	
Tag For:			C123 ECON DEV DIRECTOR				
415	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)		\$162.44	\$162.44	
Tag For:			C123 ECON DEV DIRECTOR				
416	1	HLSL36TW	WM Tackboard for 36W WM Overhead		\$129.95	\$129.95	
Tag For:			C123 ECON DEV DIRECTOR				
			\$(A)	Grd A Fabric			
			.LN	Landscape			
			10	Sheen			
417	1	HLSL48TW	WM Tackboard for 48W WM Overhead		\$148.29	\$148.29	
Tag For:			C123 ECON DEV DIRECTOR				
			\$(A)	Grd A Fabric			
			.LN	Landscape			
			10	Sheen			
418	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather		\$390.24	\$390.24	
Tag For:			C123 ECON DEV DIRECTOR				
Tag Subtotal :					\$5,964.33		
C124 ECON DEV STAFF							
419	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H		\$288.00	\$288.00	
Tag For:			C124 ECON DEV STAFF				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
420	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
Tag For:			C124 ECON DEV STAFF				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			LPT1 Portico Teak		
421	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
		<u>Tag For:</u> C124 ECON DEV STAFF			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
422	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
		<u>Tag For:</u> C124 ECON DEV STAFF			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
423	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglIPedDskLH B/B/F RectTop	\$698.92	\$698.92
		<u>Tag For:</u> C124 ECON DEV STAFF			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
424	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
		<u>Tag For:</u> C124 ECON DEV STAFF			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
425	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
		<u>Tag For:</u> C124 ECON DEV STAFF			
426	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
		<u>Tag For:</u> C124 ECON DEV STAFF			
427	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
		<u>Tag For:</u> C124 ECON DEV STAFF			
		.X124E	124E		
428	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
		<u>Tag For:</u> C124 ECON DEV STAFF			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
429	1	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$290.34
		<u>Tag For:</u> C124 ECON DEV STAFF			
		.M609590	Special "M" Number Required		
		.E	Glide		
		.U	Upholstered		
		\$(2)	Grade 2 Uph		
		.KAI	Kai		
		11	Flow		
		\$(3)	Grade 3 Uph		
		.SX	Moxie		
		23	Basalt		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.PLAT Textured Platinum Metallic		
430	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			Tag For: C124 ECON DEV STAFF		
431	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			Tag For: C124 ECON DEV STAFF		
432	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			Tag For: C124 ECON DEV STAFF		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
433	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			Tag For: C124 ECON DEV STAFF		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
434	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: C124 ECON DEV STAFF		
Tag Subtotal :				\$4,411.30	
C126 MOTHER'S RM					
435	1	HVLVL1	Parkwyn Single Seat Club Chair Lounge	\$673.28	\$673.28
			Tag For: C126 MOTHER'S RM		
			.BLK01 Black Polyurethane		
436	1	HFTLD26	Flock 26 Cylinder Table Laminate	\$373.17	\$373.17
			Tag For: C126 MOTHER'S RM		
			.N No Grommet		
			.0 No Ports		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			.TS Tapered Square Leg		
			\$(P2) P2 Paint Opts		
			.PR8 Silver Texture		
Tag Subtotal :				\$1,046.45	
F200 ELEVATOR LOBBY					
437	1	HFLGANG	Flock Ganging Bracket	\$19.28	\$19.28
			Tag For: F200 ELEVATOR LOBBY		
438	2	HFLSO1	Flock Square Ottoman	\$410.94	\$821.88
			Tag For: F200 ELEVATOR LOBBY		

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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.TS TaperedSq PR8 or P7A Frm
 \$(2) Grade 2 Uph
 .WP Whisper Vinyl
 18 Camel 18
 .PR8 Silver Texture

439 2 HFSS74L Flock Stool 4-Leg \$408.67 \$817.34

Tag For: F200 ELEVATOR LOBBY

\$(2) Grade 2 Uph
 .WP Whisper Vinyl
 77 Islet
 .PR8 Silver Texture

440 1 HTLC3060HCTP Preside 30x60 Stndg CollabTbl w/Part Mod \$554.99 \$554.99

Tag For: F200 ELEVATOR LOBBY

.N No Grommets
 \$(L2STD) Grd L2 Standard Laminates
 .LPT1 Portico Teak
 \$(L2STD) Grd L2 Standard Laminates
 .LPT1 Portico Teak
 \$(L2STD) Grd L2 Standard Laminates
 .LPT1 Portico Teak
 .DP Portico Teak

Tag Subtotal : \$2,213.49

F201 ENG/PLANS REVIEW

441 4 SPLH-IGNT-GST Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics \$290.34 \$1,161.36

Tag For: F201 ENG/PLANS REVIEW

.M609590 Special "M" Number Required
 .E Glide
 .U Upholstered
 \$(2) Grade 2 Uph
 .KAI Kai
 11 Flow
 \$(3) Grade 3 Uph
 .SX Moxie
 23 Basalt
 .PLAT Textured Platinum Metallic

442 2 HTLC3060 Preside 60W x 30D Rectangular Shaped Laminate Top \$237.44 \$474.88

Tag For: F201 ENG/PLANS REVIEW

.G 2MM/Flat
 DP Portico Teak
 .N No Grommets
 \$(L2STD) Grd L2 Standard Laminates
 .LPT1 Portico Teak

443 2 HTTLEG60 Preside Aluminum T leg for 60" Table Tops \$304.75 \$609.50

Tag For: F201 ENG/PLANS REVIEW

\$(P2) P2 Paint Opts
 .T1 Platinum Metallic

Tag Subtotal : \$2,245.74

F203 PW MANAGER

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
444	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H		\$288.00	\$288.00	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
445	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
446	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H		\$418.34	\$418.34	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
447	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
448	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
449	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop		\$698.92	\$698.92	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
450	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped		\$490.14	\$490.14	
			<u>Tag For:</u> F203 PW MANAGER				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
451	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack		\$31.61	\$94.83	
			<u>Tag For:</u> F203 PW MANAGER				
452	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack		\$35.12	\$35.12	
			<u>Tag For:</u> F203 PW MANAGER				
453	3	HF23S	Contain Satin Removable Lock Core Kit		\$15.37	\$46.11	
			<u>Tag For:</u> F203 PW MANAGER				

Prepared By:

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.X203E 203E		
454	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			Tag For: F203 PW MANAGER		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
455	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			Tag For: F203 PW MANAGER		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
456	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			Tag For: F203 PW MANAGER		
457	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			Tag For: F203 PW MANAGER		
458	1	HL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			Tag For: F203 PW MANAGER		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
459	1	HL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			Tag For: F203 PW MANAGER		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
460	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: F203 PW MANAGER		
Tag Subtotal :				\$5,119.98	

F204 ASST CITY ADMIN

461	1	WWN48RDL	WAVEWORKS,48DIA,CONFERENCE TOP,ROUND,HPL	\$1,062.36	\$1,062.36
		Tag For: F204 ASST CITY ADMIN			
			VPT SOFTENED,PORTICO		
			X NO GROMMET		
			STD STANDARD LAMINATE		
			PT PORTICO		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
462	1	CBV4028XBP	FOOTINGS,40WX28H,X BASE,STATIC	\$515.37	\$515.37
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		X	NO CUTOOT		
		501	PLATINUM METALLIC		
		501	PLATINUM METALLIC		
463	1	WW2436LFF2L	WAVEWORKS,24DX36W,LATERAL FILE,TWO DRAWER,HPL	\$947.68	\$947.68
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		VPT	SOFTENED,PORTICO		
		87PL	BEAM,PLATINUM METALLIC		
		KS1S	SPECIFY 1 SILVER CORE SEPARATE		
		STD	STANDARD LAMINATE		
		PT	PORTICO		
		PT	PORTICO		
		PT	PORTICO		
464	1	WW3650BCOL	WAVEWORKS,36WX50H,BOOKCASE,OPEN,SET ON,LAMINATE	\$533.30	\$533.30
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		PT	PORTICO		
465	1	WW1879VSWHLL	WAVEWORKS,18WX79H,WARDROBE/STORAGE,LEFT,LAMINATE	\$1,026.02	\$1,026.02
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		KS1S	SPECIFY 1 SILVER CORE SEPARATE		
		PT	PORTICO		
		PT	PORTICO		
466	1	WW1879VSWHRL	WAVEWORKS,18WX79H,WARDROBE/STORAGE,RIGHT,LAMINATE	\$1,026.02	\$1,026.02
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		KS1S	SPECIFY 1 SILVER CORE SEPARATE		
		PT	PORTICO		
		PT	PORTICO		
467	2	WW2336PUHL	WAVEWORKS,23DX36W,DOUBLE DOOR,UNDERSURFACE,LAMINATE	\$509.23	\$1,018.46
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		87PL	BEAM,PLATINUM METALLIC		
		X	NO GROMMET		
		KS1S	SPECIFY 1 SILVER CORE SEPARATE		
		PT	PORTICO		
		PT	PORTICO		
468	1	WW2472WSSDL	WAVEWORKS,24DX72W,SURFACE,RECTANGULAR,HPL	\$283.17	\$283.17
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		M	MAIN		
		VPT	SOFTENED,PORTICO		
		X	NO GROMMET		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		PT	PORTICO		
469	1	WW7227MPL	WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE	\$189.72	\$189.72
		<u>Tag For:</u> F204 ASST CITY ADMIN			
		M	MAIN		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) PT PORTICO		
470	1	WW3650BCOHMALL	WAVEWORKS,36WX50H,BOOKCASE,SET-ON,STYLE A,LEFT,LAM	\$861.31	\$861.31
			<u>Tag For:</u> F204 ASST CITY ADMIN		
			PT PORTICO PT PORTICO		
471	1	WW3650BCOHMARL	WAVEWORKS,36WX50H,BOOKCASE,SET-ON,STYLE A,RIGHT,LAM	\$861.31	\$861.31
			<u>Tag For:</u> F204 ASST CITY ADMIN		
			PT PORTICO PT PORTICO		
472	1	WW2448RREFL2	WAVEWORKS,24DX48W,RETURN,RIGHT,FILE/FILE,HPL	\$841.49	\$841.49
			<u>Tag For:</u> F204 ASST CITY ADMIN		
			VPT SOFTENED,PORTICO 87PL BEAM,PLATINUM METALLIC G1C GROMMET,CENTER KS1S SPECIFY 1 SILVER CORE SEPARATE STD STANDARD LAMINATE PT PORTICO PT PORTICO PT PORTICO		
473	1	WW3672DLFBL1	WAVEWORKS,36DX72W,DESK,LEFT,BREAKFRONT,BBF,HPL	\$1,377.15	\$1,377.15
			<u>Tag For:</u> F204 ASST CITY ADMIN		
			VPT SOFTENED,PORTICO 87PL BEAM,PLATINUM METALLIC G1R GROMMET,RIGHT KS1S SPECIFY 1 SILVER CORE SEPARATE STD STANDARD LAMINATE PT PORTICO PT PORTICO PT PORTICO		
474	9	NCCB001S	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 001	\$13.69	\$123.21
			<u>Tag For:</u> F204 ASST CITY ADMIN		
475	6	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$1,742.04
			<u>Tag For:</u> F204 ASST CITY ADMIN		
			.M609590 Special "M" Number Required .E Glide .U Upholstered \$(2) Grade 2 Uph .KAI Kai 11 Flow \$(3) Grade 3 Uph .SX Moxie 23 Basalt .PLAT Textured Platinum Metallic		
476	1	WW4830SOHML	WAVEWORKS,48WX30H,OVERHEAD,DOORS,WALL MOUNT,LAMINATE	\$695.18	\$695.18
			<u>Tag For:</u> F204 ASST CITY ADMIN		
			KS2S SPECIFY 2 SILVER CORE SEPARATE PT PORTICO		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$
			PT	PORTICO		
477	1	NAC31TLL	ACCESSORIES,31W LED TASK LIGHT,LINER,SINGLE/STARTER UNIT		\$266.18	\$266.18
			<u>Tag For:</u> F204 ASST CITY ADMIN			
478	1	NAC4819TBRA	ACCESSORIES,47 7/8WX19 1/2H,TACKBOARD,RAILROAD		\$265.71	\$265.71
			<u>Tag For:</u> F204 ASST CITY ADMIN			
			A	GRADE A		
			10270	MYKEL TITANIUM		
479	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather		\$390.24	\$390.24
			<u>Tag For:</u> F204 ASST CITY ADMIN			
Tag Subtotal :					\$14,025.92	

F206 PLANS REVIEW

480	4	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$1,161.36
		<u>Tag For:</u>	<u>F206 PLANS REVIEW</u>		
		.M609590	Special "M" Number Required		
		.E	Glide		
		.U	Upholstered		
		\$(2)	Grade 2 Uph		
		.KAI	Kai		
		11	Flow		
		\$(3)	Grade 3 Uph		
		.SX	Moxie		
		23	Basalt		
		.PLAT	Textured Platinum Metallic		
481	1	HTLC3060	Preside 60W x 30D Rectangular Shaped Laminate Top	\$237.44	\$237.44
		<u>Tag For:</u>	<u>F206 PLANS REVIEW</u>		
		.G	2MM/Flat		
		DP	Portico Teak		
		.N	No Grommets		
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
482	1	HTTLEG60	Preside Aluminum T leg for 60" Table Tops	\$304.75	\$304.75
		<u>Tag For:</u>	<u>F206 PLANS REVIEW</u>		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
Tag Subtotal :					\$1,703.55

F207 B.C. DIRECTOR

483	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
Tag For: F207 B.C. DIRECTOR					
\$(L2STD)Grd L2 Standard Laminates					
.LPT1Portico Teak					
LPT1Portico Teak					

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
484	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
485	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
486	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
487	1	H105383	10500 Series Wall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
488	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
489	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
490	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
		Tag For: F207 B.C. DIRECTOR			
491	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
		Tag For: F207 B.C. DIRECTOR			
492	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
		Tag For: F207 B.C. DIRECTOR			
			.X207E 207E		
493	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
		Tag For: F207 B.C. DIRECTOR			
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
494	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			Tag For: F207 B.C. DIRECTOR		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
495	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			Tag For: F207 B.C. DIRECTOR		
496	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			Tag For: F207 B.C. DIRECTOR		
497	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			Tag For: F207 B.C. DIRECTOR		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
498	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			Tag For: F207 B.C. DIRECTOR		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
499	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: F207 B.C. DIRECTOR		
Tag Subtotal :				\$5,119.98	
F208 B.C. SPARE OFFICE					
500	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			Tag For: F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
501	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
			Tag For: F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
502	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
503	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
504	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
505	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
506	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
507	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
508	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			.X208E 208E		
509	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
510	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
511	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
512	1	HLED31AUO	31"LED Lt W/8" JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
513	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
514	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
515	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			<u>Tag For:</u> F208 B.C. SPARE OFFICE		
				Tag Subtotal :	\$4,701.64
F209 B.C. SPARE OFFICE					
516	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			<u>Tag For:</u> F209 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
517	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
			<u>Tag For:</u> F209 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
518	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
			<u>Tag For:</u> F209 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
519	1	H105383	10500 Series Wall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
			<u>Tag For:</u> F209 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
520	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
			<u>Tag For:</u> F209 B.C. SPARE OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description			Sell \$	Ext Sell \$
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
521	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped			\$490.14	\$490.14
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
522	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack			\$31.61	\$94.83
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
523	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack			\$35.12	\$35.12
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
524	3	HF23S	Contain Satin Removable Lock Core Kit			\$15.37	\$46.11
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
			.X209E	209E			
525	1	H1522	Wood Center Drawer 22W x 15-3/8D			\$107.32	\$107.32
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
526	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics			\$290.34	\$580.68
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
			.M609590	Special "M" Number Required			
			.E	Glide			
			.U	Upholstered			
			\$(2)	Grade 2 Uph			
			.KAI	Kai			
			11	Flow			
			\$(3)	Grade 3 Uph			
			.SX	Moxie			
			23	Basalt			
			.PLAT	Textured Platinum Metallic			
527	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)			\$199.27	\$199.27
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
528	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)			\$162.44	\$162.44
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
529	1	HLSL36TW	WM Tackboard for 36W WM Overhead			\$129.95	\$129.95
			<u>Tag For:</u> F209 B.C. SPARE OFFICE				
			\$(A)	Grd A Fabric			
			.LN	Landscape			
			10	Sheen			
530	1	HLSL48TW	WM Tackboard for 48W WM Overhead			\$148.29	\$148.29

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: F209 B.C. SPARE OFFICE

\$(A) Grd A Fabric
.LN Landscape
10 Sheen

531	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
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Tag For: F209 B.C. SPARE OFFICE

Tag Subtotal : \$4,701.64

F211 BREAKOUT

532	6	HFSS74L	Flock Stool 4-Leg	\$408.67	\$2,452.02
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Tag For: F211 BREAKOUT

\$(2) Grade 2 Uph
.WP Whisper Vinyl
77 Islet
.PR8 Silver Texture

533	2	HTLC3072HCTP	Preside 30x72 Stndg CollabTbl w/Part Mod	\$654.87	\$1,309.74
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Tag For: F211 BREAKOUT

.N No Grommets
\$(L2STD) Grd L2 Standard Laminates
.LPT1 Portico Teak
\$(L2STD) Grd L2 Standard Laminates
.LPT1 Portico Teak
\$(L2STD) Grd L2 Standard Laminates
.LPT1 Portico Teak
.DP Portico Teak

Tag Subtotal : \$3,761.76

F212 CONF ROOM

534	10	HIWMBT	Ign 2.0 Big & Tall 4-way Mesh	\$525.87	\$5,258.70
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Tag For: F212 CONF ROOM

.Y4 Synchro-Tilt
.V All-Adjustable Arm
.A All Surface Caster
.IM 4-Way Black
\$(1) Grade 1 Uph
.UR Contourett
19 Graphite
.BL Black Adjustable Lumbar
.SB Standard Base
.T Black
.N No Headrest

535	1	HQB	Interlink IQ Power Base In-Feed	\$255.00	\$255.00
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Tag For: F212 CONF ROOM

536	2	HQH5-P-3P1B	MhoB G1 Pop-up Port for IQ 3 AC/1 Blank	\$183.66	\$367.32
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Tag For: F212 CONF ROOM

.SVR Silver

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
537	1	HQJ3	Interlink IQ Power Jumper 3ft	\$53.41	\$53.41
			Tag For: F212 CONF ROOM		
538	1	HTLB54144	Preside 144W x 54D Boat Shaped Laminate Top	\$766.82	\$766.82
			Tag For: F212 CONF ROOM		
			.G 2MM/Flat		
			DP Portico Teak		
			.G1 Cut Out For Pop Up Port		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
539	1	HTLHP144	Preside Laminate Hollow Panel Base For 144" W Table Tops	\$936.21	\$936.21
			Tag For: F212 CONF ROOM		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			.LPT1 Portico Teak		
Tag Subtotal :				\$7,637.46	
F213 ENG/PLANNING					
540	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			Tag For: F213 ENG/PLANNING		
			.X204E 204E		
541	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			Tag For: F213 ENG/PLANNING		
			.X205E 205E		
542	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			Tag For: F213 ENG/PLANNING		
			.X206E 206E		
543	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			Tag For: F213 ENG/PLANNING		
			.X210E 210E		
544	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			Tag For: F213 ENG/PLANNING		
			.X211E 211E		
545	4	HF23C	Lock Core Replacement Kit Brushed Chrome	\$15.85	\$63.40
			Tag For: F213 ENG/PLANNING		
			.X212E 212E		
546	6	HEC65PLN	65H "L" Connector Post	\$48.05	\$288.30
			Tag For: F213 ENG/PLANNING		
			\$(P1) P1 Paint Opts		
			.LOFT Loft		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
547	4	HEC65PTN	65H "T" Connector Post	\$46.34	\$185.36
		Tag For: F213 ENG/PLANNING \$(P1) P1 Paint Opts .LOFT Loft			
548	1	HEC65PXN	65H "X" Connector Post	\$44.39	\$44.39
		Tag For: F213 ENG/PLANNING \$(P1) P1 Paint Opts .LOFT Loft			
549	6	HECSL	"L" Connector Strap	\$5.37	\$32.22
		Tag For: F213 ENG/PLANNING			
550	4	HECST	"T" Connector Strap	\$7.80	\$31.20
		Tag For: F213 ENG/PLANNING			
551	1	HECSX	"X" Connector Strap	\$9.02	\$9.02
		Tag For: F213 ENG/PLANNING			
552	10	HEFEC65P	Panel Finished End Covers 65H	\$21.95	\$219.50
		Tag For: F213 ENG/PLANNING \$(P1) P1 Paint Opts .LOFT Loft			
553	6	HETC24	Panel Top Cap 24"W	\$13.17	\$79.02
		Tag For: F213 ENG/PLANNING \$(P1) P1 Paint Opts .LOFT Loft			
554	20	HETC42	Panel Top Cap 42"W	\$20.73	\$414.60
		Tag For: F213 ENG/PLANNING \$(P1) P1 Paint Opts .LOFT Loft			
555	6	HETC48	Panel Top Cap 48"W	\$22.68	\$136.08
		Tag For: F213 ENG/PLANNING \$(P1) P1 Paint Opts .LOFT Loft			
556	6	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$120.97	\$725.82
		Tag For: F213 ENG/PLANNING \$(A) Grd A Fabric .LN Landscape 10 Sheen \$(P1) P1 Paint Opts .LOFT Loft			
557	20	HETP6542FP	Tackable Panel w/o TC 65H x 42W	\$148.78	\$2,975.60

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
		<u>Tag For:</u>	F213 ENG/PLANNING			
		\$(A)	Grd A Fabric			
		.LN	Landscape			
		10	Sheen			
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
558	6	HETP6548FP	Tackable Panel w/o TC 65H x 48W	\$155.12	\$930.72	
		<u>Tag For:</u>	F213 ENG/PLANNING			
		\$(A)	Grd A Fabric			
		.LN	Landscape			
		10	Sheen			
		\$(P1)	P1 Paint Opts			
		.LOFT	Loft			
559	2	HH871042	Electrical Pass-Thru w/o Power Block42"3-1&2-2	\$41.22	\$82.44	
		<u>Tag For:</u>	F213 ENG/PLANNING			
560	2	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$43.41	\$86.82	
		<u>Tag For:</u>	F213 ENG/PLANNING			
561	2	HH871142	Electrical Pass-Thru Cable 42W 3-1 & 2-2 Systems	\$45.61	\$91.22	
		<u>Tag For:</u>	F213 ENG/PLANNING			
562	1	HH871148	Electrical Pass-Thru Cable 48W 3-1 & 2-2 Systems	\$45.61	\$45.61	
		<u>Tag For:</u>	F213 ENG/PLANNING			
563	4	HH871242	Electrical Power Harness 42W 3-1 & 2-2 Systems	\$71.95	\$287.80	
		<u>Tag For:</u>	F213 ENG/PLANNING			
564	3	HH871248	Electrical Power Harness 48W 3-1 & 2-2 Systems	\$71.95	\$215.85	
		<u>Tag For:</u>	F213 ENG/PLANNING			
565	6	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$14.63	\$87.78	
		<u>Tag For:</u>	F213 ENG/PLANNING			
		.LOFT	Loft			
566	6	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$14.63	\$87.78	
		<u>Tag For:</u>	F213 ENG/PLANNING			
		.LOFT	Loft			
567	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$76.34	\$152.68	
		<u>Tag For:</u>	F213 ENG/PLANNING			
568	13	HSCKTPS	Straight Connector Kit	\$7.32	\$95.16	
		<u>Tag For:</u>	F213 ENG/PLANNING			
		.X	No Option			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
569	6	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$185.12	\$1,110.72
		Tag For: F213 ENG/PLANNING			
		.L	Lock		
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
570	6	HVFF23R	File/File 28H x 22 7/8D x15W	\$183.41	\$1,100.46
		Tag For: F213 ENG/PLANNING			
		.L	Lock		
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
571	3	HCTL241L	Left-hand Cantilever 24"D	\$15.12	\$45.36
		Tag For: F213 ENG/PLANNING			
		\$(P1)	Select P1 Paint		
		.LOFT	Loft		
572	3	HCTL241R	Right-hand Cantilever 24"D	\$15.12	\$45.36
		Tag For: F213 ENG/PLANNING			
		\$(P1)	Select P1 Paint		
		.LOFT	Loft		
573	6	HHN831124	Flat Bracket 24D	\$21.46	\$128.76
		Tag For: F213 ENG/PLANNING			
		.S	Charcoal		
574	6	HLSLZ5SC72	60"W External Stiffener	\$60.88	\$365.28
		Tag For: F213 ENG/PLANNING			
		.P	Black		
575	6	HRVCLG24	Abound 29"H x 24"D Abound Universal Support Leg	\$64.15	\$384.90
		Tag For: F213 ENG/PLANNING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
576	12	HRVOH48FM	Abound Overhead-Metal Flipper Door 48"	\$205.12	\$2,461.44
		Tag For: F213 ENG/PLANNING			
		\$(P1)	P1 Paint Opts		
		.LOFT	Loft		
		.X	Omit Lock		
577	6	HWR2472P	Systems Rectangular Worksurface Edgeband 24D x 72W	\$176.10	\$1,056.60
		Tag For: F213 ENG/PLANNING			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		.DP	Portico Teak		
		.LOFT	Loft		
578	6	HWR2484P	24"D x 84"W Rectangular WS - Edgeband	\$248.53	\$1,491.18
		Tag For: F213 ENG/PLANNING			

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			.DP	Portico Teak			
			.LOFT	Loft			
579	9	HWSB2	Worksurface Bracket Kit		\$15.61	\$140.49	
			Tag For: F213 ENG/PLANNING				
			\$(P1)	P1 Paint Opts			
			.LOFT	Loft			
580	1	HS72ABC	Brigade Bookcase 5-Shelf 12-5/8D x 34-1/2W x 71H		\$290.72	\$290.72	
			Tag For: F213 ENG/PLANNING				
			\$(P1)	P1 Paint Opts			
			.LOFT	Loft			
581	6	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)		\$199.27	\$1,195.62	
			Tag For: F213 ENG/PLANNING				
582	6	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)		\$162.44	\$974.64	
			Tag For: F213 ENG/PLANNING				
583	6	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather		\$390.24	\$2,341.44	
			Tag For: F213 ENG/PLANNING				
Tag Subtotal :					\$20,818.34		
F215 STORMWATER COORD							
584	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H		\$288.00	\$288.00	
			Tag For: F215 STORMWATER COORD				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
585	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
			Tag For: F215 STORMWATER COORD				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
586	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
			Tag For: F215 STORMWATER COORD				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
587	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
			Tag For: F215 STORMWATER COORD				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
588	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$698.92
		Tag For: F215 STORMWATER COORD \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
589	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
		Tag For: F215 STORMWATER COORD \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
590	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
		Tag For: F215 STORMWATER COORD			
591	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
		Tag For: F215 STORMWATER COORD			
592	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
		Tag For: F215 STORMWATER COORD .X215E 215E			
593	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
		Tag For: F215 STORMWATER COORD \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak			
594	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
		Tag For: F215 STORMWATER COORD .M609590 Special "M" Number Required .E Glide .U Upholstered \$(2) Grade 2 Uph .KAI Kai 11 Flow \$(3) Grade 3 Uph .SX Moxie 23 Basalt .PLAT Textured Platinum Metallic			
595	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
		Tag For: F215 STORMWATER COORD			
596	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
		Tag For: F215 STORMWATER COORD			
597	1	HL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
		Tag For: F215 STORMWATER COORD \$(A) Grd A Fabric .LN Landscape			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			10 Sheen		
598	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			Tag For: F215 STORMWATER COORD		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
599	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: F215 STORMWATER COORD		
Tag Subtotal :				\$4,701.64	
F216 ENG/PLANNING TECH					
600	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			Tag For: F216 ENG/PLANNING TECH		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
601	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
			Tag For: F216 ENG/PLANNING TECH		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
602	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
			Tag For: F216 ENG/PLANNING TECH		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
603	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
			Tag For: F216 ENG/PLANNING TECH		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
604	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
			Tag For: F216 ENG/PLANNING TECH		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
605	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
			Tag For: F216 ENG/PLANNING TECH		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
606	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
<u>Tag For:</u> F216 ENG/PLANNING TECH					
607	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
<u>Tag For:</u> F216 ENG/PLANNING TECH					
608	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
<u>Tag For:</u> F216 ENG/PLANNING TECH					
.X216E 216E					
609	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
<u>Tag For:</u> F216 ENG/PLANNING TECH					
\$(L2STD) Grd L2 Standard Laminates					
.LPT1 Portico Teak					
610	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
<u>Tag For:</u> F216 ENG/PLANNING TECH					
.M609590 Special "M" Number Required					
.E Glide					
.U Upholstered					
\$(2) Grade 2 Uph					
.KAI Kai					
11 Flow					
\$(3) Grade 3 Uph					
.SX Moxie					
23 Basalt					
.PLAT Textured Platinum Metallic					
611	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
<u>Tag For:</u> F216 ENG/PLANNING TECH					
612	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
<u>Tag For:</u> F216 ENG/PLANNING TECH					
613	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
<u>Tag For:</u> F216 ENG/PLANNING TECH					
\$(A) Grd A Fabric					
.LN Landscape					
10 Sheen					
614	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
<u>Tag For:</u> F216 ENG/PLANNING TECH					
\$(A) Grd A Fabric					
.LN Landscape					
10 Sheen					
615	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
<u>Tag For:</u> F216 ENG/PLANNING TECH					
Tag Subtotal :				\$4,701.64	

F217 PLANNING DIRECTOR

Prepared By:

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
616	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
617	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
618	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
619	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
620	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
621	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglIPedDskLH B/B/F RectTop	\$698.92	\$698.92
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
622	1	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$490.14
		Tag For: F217 PLANNING DIRECTOR \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
623	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
		Tag For: F217 PLANNING DIRECTOR			
624	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
		Tag For: F217 PLANNING DIRECTOR			
625	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
		Tag For: F217 PLANNING DIRECTOR			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Julieta Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.X217E 217E		
626	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			Tag For: F217 PLANNING DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
627	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			Tag For: F217 PLANNING DIRECTOR		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
628	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			Tag For: F217 PLANNING DIRECTOR		
629	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			Tag For: F217 PLANNING DIRECTOR		
630	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			Tag For: F217 PLANNING DIRECTOR		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
631	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			Tag For: F217 PLANNING DIRECTOR		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
632	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: F217 PLANNING DIRECTOR		
Tag Subtotal :				\$5,119.98	
F218 ENG DIRECTOR					
633	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00
			Tag For: F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
634	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliatt Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
635	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
636	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$383.22
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
637	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$446.82
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
638	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$698.92
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
639	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$490.14
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		
640	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$94.83
			<u>Tag For:</u> F218 ENG DIRECTOR		
641	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			<u>Tag For:</u> F218 ENG DIRECTOR		
642	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> F218 ENG DIRECTOR		
			.X218E 218E		
643	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> F218 ENG DIRECTOR		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
644	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
			<u>Tag For:</u> F218 ENG DIRECTOR			
			.M609590 Special "M" Number Required			
			.E Glide			
			.U Upholstered			
			\$(2) Grade 2 Uph			
			.KAI Kai			
			11 Flow			
			\$(3) Grade 3 Uph			
			.SX Moxie			
			23 Basalt			
			.PLAT Textured Platinum Metallic			
645	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27	
			<u>Tag For:</u> F218 ENG DIRECTOR			
646	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44	
			<u>Tag For:</u> F218 ENG DIRECTOR			
647	1	HL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95	
			<u>Tag For:</u> F218 ENG DIRECTOR			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
648	1	HL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29	
			<u>Tag For:</u> F218 ENG DIRECTOR			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
649	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24	
			<u>Tag For:</u> F218 ENG DIRECTOR			
				Tag Subtotal :	\$5,119.98	
F219 UTILITIES ENG						
650	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H	\$288.00	\$288.00	
			<u>Tag For:</u> F219 UTILITIES ENG			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
651	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x	\$500.29	\$500.29	
			<u>Tag For:</u> F219 UTILITIES ENG			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
			LPT1 Portico Teak			
652	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34	
			<u>Tag For:</u> F219 UTILITIES ENG			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			LPT1	Portico Teak			
653	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
		<u>Tag For:</u> F219 UTILITIES ENG					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
654	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
		<u>Tag For:</u> F219 UTILITIES ENG					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
655	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop		\$698.92	\$698.92	
		<u>Tag For:</u> F219 UTILITIES ENG					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
656	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped		\$490.14	\$490.14	
		<u>Tag For:</u> F219 UTILITIES ENG					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
657	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack		\$31.61	\$94.83	
		<u>Tag For:</u> F219 UTILITIES ENG					
658	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack		\$35.12	\$35.12	
		<u>Tag For:</u> F219 UTILITIES ENG					
659	3	HF23S	Contain Satin Removable Lock Core Kit		\$15.37	\$46.11	
		<u>Tag For:</u> F219 UTILITIES ENG					
			.X219E	219E			
660	1	H1522	Wood Center Drawer 22W x 15-3/8D		\$107.32	\$107.32	
		<u>Tag For:</u> F219 UTILITIES ENG					
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
661	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics		\$290.34	\$580.68	
		<u>Tag For:</u> F219 UTILITIES ENG					
			.M609590	Special "M" Number Required			
			.E	Glide			
			.U	Upholstered			
			\$(2)	Grade 2 Uph			
			.KAI	Kai			
			11	Flow			
			\$(3)	Grade 3 Uph			
			.SX	Moxie			
			23	Basalt			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.PLAT Textured Platinum Metallic		
662	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			Tag For: F219 UTILITIES ENG		
663	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			Tag For: F219 UTILITIES ENG		
664	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			Tag For: F219 UTILITIES ENG		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
665	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			Tag For: F219 UTILITIES ENG		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
666	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			Tag For: F219 UTILITIES ENG		
Tag Subtotal :				\$5,119.98	
F220 ENG LIBRARY					
667	6	HIWMBT	Ign 2.0 Big & Tall 4-way Mesh	\$525.87	\$3,155.22
			Tag For: F220 ENG LIBRARY		
			.Y4 Synchro-Tilt		
			.V All-Adjustable Arm		
			.A All Surface Caster		
			.IM 4-Way Black		
			\$(1) Grade 1 Uph		
			.UR Contourett		
			19 Graphite		
			.BL Black Adjustable Lumbar		
			.SB Standard Base		
			.T Black		
			.N No Headrest		
668	1	HFDB29AN	Disc base for 29 1/2"h tables Use with 30" tops	\$639.51	\$639.51
			Tag For: F220 ENG LIBRARY		
			\$(P2) P2 Paint Opts		
			.PR8 Silver Texture		
669	1	HFTLC3396	Flock 33x96 Rectangle Laminate Top	\$414.87	\$414.87
			Tag For: F220 ENG LIBRARY		
			.G 2MM Edge		
			DP Portico Teak		
			.N No Grommet		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
Tag Subtotal :					\$4,209.60
F221 STAFF OFFICE GIS					
670	2	35K1636DSPUBLLL	EVERYSPACE,16DX36W,DUAL SIDE,PEDESTAL,BOX/LATERAL FILE,TFL	\$732.47	\$1,464.94
		Tag For: F221 STAFF OFFICE GIS			
		X	NO CUTOUT		
		98_501	UNIFIED,PLATINUM METALLIC		
		KRS	RDM CORE INCL,NOT INSTL,SILVER		
		PT	PORTICO		
671	2	35K3654SSBCODBP 2LL	EVERYSPACE,36WX54H,SGL SIDE,BC,OPEN,DIVIDER,BACK PNLS,2,TFL	\$1,169.49	\$2,338.98
		Tag For: F221 STAFF OFFICE GIS			
		PT	PORTICO		
672	2	H105106	10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F	\$364.09	\$728.18
		Tag For: F221 STAFF OFFICE GIS			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		LPT1	Portico Teak		
673	2	HHATB2S2LT	2 Stage 2 Leg Rectangle T Foot	\$425.36	\$850.72
		Tag For: F221 STAFF OFFICE GIS			
		\$(P2)	P2 Paint Opts		
		.PR6	Silver		
		.X	Standard Glide		
		.MEM	Memory Preset		
674	2	HHATW3072CT	72W x 30D Rect Worksurface - C/T Base	\$188.78	\$377.56
		Tag For: F221 STAFF OFFICE GIS			
		\$(L2STD)	Grd L2 Standard Laminates		
		.LPT1	Portico Teak		
		.DP	Portico Teak		
		.G2	2 Grommets - Offset		
		P	Black		
		.P	Black		
675	2	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$63.22
		Tag For: F221 STAFF OFFICE GIS			
676	1	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$15.37
		Tag For: F221 STAFF OFFICE GIS			
		.X220E	220E		
677	1	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$15.37
		Tag For: F221 STAFF OFFICE GIS			
		.X221E	221E		
678	4	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$1,161.36
		Tag For: F221 STAFF OFFICE GIS			
		.M609590	Special "M" Number Required		

BI / QUOTE #		DATE	CUSTOMER PO NO		MEMO ID	SALESPERSON	
BI-299874		7/30/2024			Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description		Sell \$	Ext Sell \$	
			.E	Glide			
			.U	Upholstered			
			\$(2)	Grade 2 Uph			
			.KAI	Kai			
			11	Flow			
			\$(3)	Grade 3 Uph			
			.SX	Moxie			
			23	Basalt			
			.PLAT	Textured Platinum Metallic			
679	2	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather		\$390.24	\$780.48	
			Tag For: F221 STAFF OFFICE GIS				
					Tag Subtotal :	\$7,796.18	
F222 STAFF OFFICE							
680	1	H105292	1050 Series Bookcase Hutch 36"W x 37-1/8"H		\$288.00	\$288.00	
			Tag For: F222 STAFF OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
681	1	H10563	10500 Series Lat File 2-Drawer 36W x 20D x		\$500.29	\$500.29	
			Tag For: F222 STAFF OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
682	1	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D		\$383.22	\$383.22	
			Tag For: F222 STAFF OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
683	1	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D		\$446.82	\$446.82	
			Tag For: F222 STAFF OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
684	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop		\$698.92	\$698.92	
			Tag For: F222 STAFF OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
685	1	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped		\$490.14	\$490.14	
			Tag For: F222 STAFF OFFICE				
			\$(L2STD)	Grd L2 Standard Laminates			
			.LPT1	Portico Teak			
			LPT1	Portico Teak			
686	3	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack		\$31.61	\$94.83	

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> F222 STAFF OFFICE		
687	1	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$35.12
			<u>Tag For:</u> F222 STAFF OFFICE		
688	3	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$46.11
			<u>Tag For:</u> F222 STAFF OFFICE		
			.X222E 222E		
689	1	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$107.32
			<u>Tag For:</u> F222 STAFF OFFICE		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
690	2	SPLH-IGNT-GST	Custom Ignition Guest Chair Four Leg Frame Arms Contrasting Fabrics	\$290.34	\$580.68
			<u>Tag For:</u> F222 STAFF OFFICE		
			.M609590 Special "M" Number Required		
			.E Glide		
			.U Upholstered		
			\$(2) Grade 2 Uph		
			.KAI Kai		
			11 Flow		
			\$(3) Grade 3 Uph		
			.SX Moxie		
			23 Basalt		
			.PLAT Textured Platinum Metallic		
691	1	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$199.27
			<u>Tag For:</u> F222 STAFF OFFICE		
692	1	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$162.44
			<u>Tag For:</u> F222 STAFF OFFICE		
693	1	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$129.95
			<u>Tag For:</u> F222 STAFF OFFICE		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
694	1	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$148.29
			<u>Tag For:</u> F222 STAFF OFFICE		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
695	1	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$390.24
			<u>Tag For:</u> F222 STAFF OFFICE		
				Tag Subtotal :	\$4,701.64

F223 MUNICIPAL INSPECTORS

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BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
696	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
697	4	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$1,532.88
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
698	4	H105383	10500 SeriesWall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$1,787.28
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
699	2	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$1,397.84
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
700	2	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$1,397.84
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
701	2	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$980.28
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
702	2	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$980.28
		Tag For: F223 MUNICIPAL INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
703	4	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$126.44
		Tag For: F223 MUNICIPAL INSPECTORS			
704	4	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$140.48
		Tag For: F223 MUNICIPAL INSPECTORS			
705	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
		Tag For: F223 MUNICIPAL INSPECTORS			

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.X200E 200E		
706	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
			.X223E 223E		
707	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
			.X224E 224E		
708	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
			.X225E 225E		
709	4	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$429.28
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
710	4	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$797.08
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
711	4	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$649.76
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
712	4	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$519.80
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
713	4	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$593.16
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		
			\$(A) Grd A Fabric		
			.LN Landscape		
			10 Sheen		
714	4	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$1,560.96
			<u>Tag For:</u> F223 MUNICIPAL INSPECTORS		

Tag Subtotal : \$13,434.66

F224 BUILDING INSPECTORS

715	1	H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$418.34	\$418.34
			<u>Tag For:</u> F224 BUILDING INSPECTORS		
			\$(L2STD) Grd L2 Standard Laminates		
			.LPT1 Portico Teak		
			LPT1 Portico Teak		

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
716	4	H105381	10500 Series Wall Mounted Storage Cabt 36"W x 14-5/8"D	\$383.22	\$1,532.88
		Tag For: F224 BUILDING INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
717	4	H105383	10500 Series Wall Mounted Storage Cab 48"W x 14-5/8"D	\$446.82	\$1,787.28
		Tag For: F224 BUILDING INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
718	2	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$698.92	\$1,397.84
		Tag For: F224 BUILDING INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
719	2	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$698.92	\$1,397.84
		Tag For: F224 BUILDING INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
720	2	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$490.14	\$980.28
		Tag For: F224 BUILDING INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
721	2	H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$490.14	\$980.28
		Tag For: F224 BUILDING INSPECTORS \$(L2STD) Grd L2 Standard Laminates .LPT1 Portico Teak LPT1 Portico Teak			
722	4	HARCHC2	Field Install Dwr/Door Kit-Arch Mat Chrome 2pack	\$31.61	\$126.44
		Tag For: F224 BUILDING INSPECTORS			
723	4	HARCHC3	Field Install Dwr/Door Kit-Arch Mat Chrome 3pack	\$35.12	\$140.48
		Tag For: F224 BUILDING INSPECTORS			
724	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
		Tag For: F224 BUILDING INSPECTORS .X201E 201E			
725	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74
		Tag For: F224 BUILDING INSPECTORS .X195E 195E			

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-299874		7/30/2024		Juliett Williams	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$	
726	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74	
			Tag For: F224 BUILDING INSPECTORS			
			.X196E 196E			
727	2	HF23S	Contain Satin Removable Lock Core Kit	\$15.37	\$30.74	
			Tag For: F224 BUILDING INSPECTORS			
			.X197E 197E			
728	4	H1522	Wood Center Drawer 22W x 15-3/8D	\$107.32	\$429.28	
			Tag For: F224 BUILDING INSPECTORS			
			\$(L2STD) Grd L2 Standard Laminates			
			.LPT1 Portico Teak			
729	4	HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER)	\$199.27	\$797.08	
			Tag For: F224 BUILDING INSPECTORS			
730	4	HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER)	\$162.44	\$649.76	
			Tag For: F224 BUILDING INSPECTORS			
731	4	HLSL36TW	WM Tackboard for 36W WM Overhead	\$129.95	\$519.80	
			Tag For: F224 BUILDING INSPECTORS			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
732	4	HLSL48TW	WM Tackboard for 48W WM Overhead	\$148.29	\$593.16	
			Tag For: F224 BUILDING INSPECTORS			
			\$(A) Grd A Fabric			
			.LN Landscape			
			10 Sheen			
733	4	3504BL	Lineage Big & Tall Low Back Chair, 350 lb. Capacity, Black Leather	\$390.24	\$1,560.96	
			Tag For: F224 BUILDING INSPECTORS			
				Tag Subtotal :	\$13,434.66	
X						
734	1	xFreight	Global Freight	\$21.95	\$21.95	
			Tag For: X			
				Tag Subtotal :	\$21.95	
Z						
735	1	zINSTALL	Install	\$45,316.00	\$45,316.00	
			Tag For: Z			

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874	7/30/2024		Juliett Williams	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag Subtotal : \$45,316.00

Grand Total Sell : \$374,399.84

----- Special Instructions -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- Additional Instructions -----

By signing this quote, the customer authorizes the procurement of the products and services contained herein.
This sale is subject to the Staples Furnitue Solutions Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
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Grand Total Sell : \$374,399.84

BI / QUOTE #		DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-299874		7/30/2024		Juliett Williams	Connie Roach
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

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Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.A.2. Sole Source Purchase - SWAT Rifles for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Sole-source Troy Patrol Rifle - 2024-08-06

Summary:

This is a request to approve the purchase of new SWAT Rifles.

Background Information:

The quote is attached from Troy Rifles along with Sole Source Information specific to these weapons that are only produced by Troy Rifles. Special Operations is replacing the former fully automatic AR-15's with the upgraded semi-automatic platform from Troy Rifles located in Clarksville, TN. These platforms are specific to our Special Operations Unit with specific features necessary for their job performance.

Financial Summary:

The total purchase price for the rifles is \$30,980.00 and has been budgeted and approved for the 2024/2025 fiscal year.

Staff Recommendation:

Staff recommends approval.



1575 CORPORATE PARKWAY BLVD.
CLARKSVILLE, TN 37040
866-788-6412
WWW.WORLDOFTROY.COM

SCOTT WILLEY
LE LIAISON AND TRAINING
SWILLEY@TROYIND.COM
615-992-0900

Date: July 9, 2024

To: Sgt. Bill Timson, LaVergne PD, TN

From: Scott Willey, Troy Industries LE Liaison and Training

SUBJECT: Sole Source Characteristics of the Troy Patrol Rifle

Sgt. Timson,

Sir, I am writing to you to highlight the characteristics that make our TROY® Industries Troy Patrol Rifle (TPR) weapon system proprietary and only available solely through Troy Industries. To do this, I have divided this memo into two sections. First, the technical specifications of the Troy Patrol Rifle. Second, the company profile, which outlines the origins of the company's industry leading innovation. Please note, that there are currently no dealers or distributors in the United States that keep the TPR in stock. They must order from us to sell them to your agency.

Technical Specifications of the Troy Patrol Rifle:

The Troy Patrol Rifle weapon system was designed as a "turnkey" package that includes many of the approximately 60 patents TROY® has on the Armalite Rifle (AR-15). For this reason, these unique specifications are proprietary to TROY®. These technical specifications are offered only by TROY® and most are present in the TPR system. They are as follows:

1. TPRS Muzzle device- The Troy Patrol Rifle Suppressor (TPRS) muzzle device is solely available at TROY® Industries. This muzzle device is designed to accept TROY®'s revolutionary over the barrel reflex suppressor. All TPR weapon systems come standard with this muzzle device.
2. The TROY® TPR Suppressor- The TPRS is a revolutionary, over the barrel, reflex suppressor that is manufactured only at TROY®. This suppressor retains capabilities that no other suppressor in its class can achieve. Our suppressor reduces sound more than any other suppressor in its class, has no shift in zero, and reduces back pressure significantly. These capabilities are due to the unique method of manufacturing that TROY® uses to create the suppressor. Currently, only law enforcement entities can purchase this suppressor from TROY®.
3. TROY® Flip up Tritium Battlesights- TROY® battle sights are the flag ship product of the company and has been for 20 years. These patented battle sights are only made by TROY® in Clarksville, TN.
4. TROY® Squid Grips- Every TPR comes with TROY®'s patented squid grips. These are M-Lok rubber silicon inserts that will fit into any M-Lok rail. These inserts differ from other company's design because it allows air to pass through the M-Lok slot thereby venting heat.
5. TROY® Battle Rail- the battle rail that comes on the TPR is unlike any other manufacturer's rail. Although it shares the characteristics common to most free float M-Lok rails, two features qualify this rail as proprietary and sole source: the wall thickness of the rail, and the patented attachment to the upper receiver of the firearm. The industry standard for wall thickness for M-Lok free float rails is 60 thousandths of an inch. Our rails are made with 100 thousandths of an inch. This feature combined with the unique machine texturing and M-Lok slot

placement make this specification solely available from TROY®. The way the rail attaches to the upper receiver is a patent that uses a mil-spec barrel nut to secure the rail to the upper receiver, using what the company describes as TROY® “Alpha Clamps.” The result is that our rails are far more secure than any other attachment method on the market.

6. TROY® Duty Trigger Pack- TROY® offers a trigger group that includes a proprietary disconnecter manufactured out of precision ground S7 tool steel cut on a wire EDM machine. Although other companies have used S7 tool steel in triggers, TROY®’s use of the EDM machine to cut disconnectors to the most precise dimensions is unique. The disconnectors are gas phased nitride treated to harden the outer layer but keep a supple core that will not snap. This method of creating a disconnecter and the material used is five times more expensive than our competitors, but we continue to manufacture disconnectors this way because this component is the most essential part in the Armalite Rifle.
7. TROY® Enhanced Recoil Reducing Buffers- Every TPR comes with TROY®’s proprietary two-piece buffer. This buffer is manufactured with a “head” and “tail,” that reciprocate in the buffer assembly reducing felt recoil. Unlike standard buffers that other manufacturers use, TROY®’s two-piece buffer does not contain rubber ball bearings that will wear out over time. The TROY® buffer is designed to last decades of service in an agency.
8. The TROY® Pneuma Gas Diverting Charging Handle- Many company’s have endeavored to create a charging handle that diverts gas blow back from a suppressor. Most company’s use only one channel on the top of the charging handle, TROY® uses two, one on the bottom and one on the top which diverts gas in a superior way. This unique feature combined with a latch that is approximately three times the size of a mil-spec charging handle latch, and ambidextrous wings, make this assembly solely available from TROY® Industries.
9. TROY® barrel print- The TPR utilizes a uniquely designed barrel that has an enhanced receiver extension and build up on the chamber. Our rifles are perfectly gassed with gas ports drilled to the exact specifications to fire the weapon system suppressed or unsuppressed. The TPR has been documented by two independent law enforcement tests to shoot half inch groups at 100 yards.

These specifications, and others not mentioned, combined with the inclusion of (4) TROY® battle magazines, a TROY® two-point adjustable padded sling, and two QD swivels, make the TPR weapon system solely available from TROY® industries. Any other entity in the firearms industry looking to sell agencies the TPR must source it directly from TROY®.

Company Profile:

Troy Industries, Inc. is a corporation headquartered in Clarksville, Tennessee, specializing in the design, manufacture, and marketing of advanced arms systems, components, and accessories. Established in 2003 to manufacture and sell its signature back-up iron sights, TROY® now sells quality accessories and rifles throughout the United States and in countries around the world.

Massachusetts State Trooper and Air Force Reservist Stephen P. Troy, Jr. established TROY® to ensure that the highest-quality and most durable products were available for government, law enforcement, and commercial customers. Over the past twenty years, TROY®’s product line has expanded to include more than 300 products all made in the U.S.A. and designed to function consistently and reliably under a multitude of conditions.

TROY® products have been sold to United States and international government and law enforcement entities, including the United States Army Special Forces, Naval Surface Warfare, USMC MARSOC, FBI, IRS, Department of Defense (DOD), US Marshall Service, the BATFE, the US Capitol Police, the United States Park Police, the French MOD, the Colombian National Police and Military, the Israeli Defense Forces, the Czech Republic Armed Forces, and the Turkish MOD. TROY supplies many law enforcement agencies within the United States, including the Amherst Police, Clarksville Police, Franklin County Sheriff's Dept., New Braintree Police, The Metro Nashville Police Department, West Springfield Police, Longmeadow Police, East, Longmeadow Police, the Guilford County Sheriff's Department, Anaheim Police Department, Austin Police Department, Pittsburgh Police Department, the St. Petersburg Police Department and the Tennessee Bureau of Investigation to name but a few. Additionally, TROY® products are used in the advanced weapons of major commercial arms manufacturers such as Smith & Wesson, Colt, Sturm Ruger & Co., Sig Sauer, Viking Tactic,

Heckler and Koch, CZ, POF-USA Patriot Ordnance Factory, Titan Defense, LaRue Tactical, LWRC International, Noveske Rifleworks, and HK Defense.

Our founder Stephen P. Troy's commitment to service, coupled with his passion for designing high-performance weapons, has driven and inspired his law enforcement, military and business careers. Early in his military career, Steve began a serious exploration of what would become a lifelong passion—the expert use and development of small arms. He took advantage of every opportunity to train, and earned certifications in weapons ranging from the M-16 rifle to the M-60 machine gun. During his military career, Steve was called to active duty twice and served in the Middle East, where he expanded upon his training in small arms development and counterterrorism. Steve began his law enforcement career in 1998, serving as a Massachusetts State Trooper for 12 years.

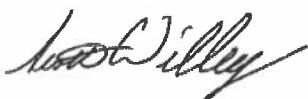
Troy Industries, with its unrelenting focus on quality and innovation, has enjoyed phenomenal growth, beginning with TROY®'s flagship product the Folding BattleSights™ and growing to include rails, slings, weapon upgrades, and full rifles. We have recently added a superior line of silencers to our product offerings, among the quietest in the industry. Iconic firearms manufacturers, including Smith & Wesson®, Sturm Ruger & Company® and LaRue Tactical®, took notice and began incorporating TROY® products in their weapons. Today, TROY® continues as a proud OEM supplier of small arms accessories in addition to designing and manufacturing its own signature firearms geared toward Special Operations, law enforcement specialists, and the discerning shooter.

TROY® is ISO 9001:2015 certified and holds current SOT and Federal Firearms licenses as a manufacturer, importer, and retailer. TROY® has been exporting its quality products since 2010 and carries a full line of ECCN #0A501 firearms and accessories which it regularly exports. Additionally TROY® is DDTC registered, specializing in USML Category I silencers and firearms. TROY® has assembled an experienced exporting team which is not only well-trained, but which also understands the dynamics of working with all U.S. government agencies including State Department, Commerce Department, and Customs to ensure compliant and timely deliveries of product. The TROY® team is also experienced in supply-chain logistics, working with freight forwarders to move shipments quickly and efficiently, while keeping options cost-effective. TROY® is a well-established global exporter throughout the European continent, Africa, Canada, South America and the Middle East.

Additionally, TROY® maintains a rigorous compliance program which is continuously updated. The company prides itself on working closely with international customers to navigate the legal and compliance requirements on both ends of the exporting chain. TROY® utilizes a proactive management approach and scheduling methodology. To accommodate its tremendous growth in its early years, TROY® implemented an ERP system, to provide a streamlined approach to the way TROY® plans and executes all tasks company-wide and which resulted in improved productivity in every area from engineering, manufacturing, sales, and finance. TROY®'s diligent Quality Management Team ensures that the products our customers purchase are reliable and durable. With its in-house Engineering Department, TROY® is able to produce new product and modify existing product to meet customer specifications, and has done so for previous clients including the Taiwan Marines and the Colombian National Police. We are skilled at providing upgrade options, designed to meet our customers' unique needs. TROY®'s dedicated and experienced Armorer's personnel provide support to our customers. This team can also provide Armorer's Training to international partners either at TROY® or at a site of the Customer's choosing. TROY® is also able to provide tactical training on an as needed basis to optimize the customer's experience with our firearms and weapons kits.

When you purchase a TROY® product, you have Steve Troy's personal assurance of its integrity and that it exceeds the highest possible standards and levels of quality control. After all, his name is on everything we make. Whatever your need, there's only one name to remember: TROY®

Respectfully,



Scott Willey, LE Liaison and Training



Vendor: Troy Industries
1575 Corporate Parkway
Boulevard
Clarksville, TN 37040

Bill To: **LaVern PD – Attn:**
Sgt. Bill Timson
5093 Murfreesboro Rd.
LaVergne, TN
37086

Ship To: **LaVern PD – Attn:**
Sgt. Bill Timson
5093 Murfreesboro Rd.
LaVergne, TN
37086

TROY Quote

Purchase Order No. :	
Date:	Jul. 1, 2024
Ship Via:	Troy Delivery
Terms:	Prepay

Part	Description	Order Qty	Unit Price	Ext. Price
SSBR-TPR2-11BT-C7	Troy Patrol Rifle with the following features: -11.5 inch pinned and welded barrel length to include 4150 CrMoV steel with a nitride finish. Barrel twist on the 11.5-inch barrel of 1/7. Suppressor ready flash hider. -9.6" SOCC Gen 2 Series Textured Rail -Tritium flip up sights -B5 Stock -M-Lok Squid grips -Pneuma Gas Diverting Ambi Charging Handle -Ambidextrous Safety -Ergo Grip -Mil spec bolt and carrier group MP tested shot peened -Properly staked carrier key -S7 precision ground wire EDM'd disconnecter -2-piece Troy buffer -NP3 Hammer and trigger -TPRS suppressor ready flash hider -4 Troy Battle Magazines -Troy T-sling- Padded Black -2 QD Swivels	20	\$1099.00	\$21,980
ASIL-TPRS556	TPRS 5.56- Black (Hearing Protection Device)	20	\$500	\$10,000
PM00-000B0	Troy 30 round Battle Magazine	80	Included	Included
	<i>Troy Angled Grip (department choice)</i>	20	Included	Included
Total Without Trade Credit:				\$31,980
	<i>Police Trade AR-15 full auto (parts kit for destruction)</i>	20	-50	-1000
			Total Trade Credit: -\$1000	
			Total USD: \$30,980	

Troy LE Warranty: The Troy agency warranty guarantees that Troy industries will repair or replace duty rifles that are damaged or destroyed in the line of duty. Our armorers will service, clean, and inspect Troy Firearms purchased by agencies and brought to the factory for the service life of those firearms **free of charge**. We furthermore provide documentation for department records of any changes, repairs, or modifications conducted at the factory if those records move to discovery. This quote shall be valid for 120 days.

Authorized Signature: _____ Date: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.A.3. Bid - Fire Department Uniforms and Accessories.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Bid - CMS Uniforms & Equipment, Inc.

Summary:

This is a request to award the bid for Fire Department Uniforms and Accessories.

Background Information:

On July 23, 2024, bids were opened for Fire Department Uniforms and Accessories. The city received two bids. One bid from Summit Uniforms was not complete because they did not respond to all the needed items and did not include alterations. The low bid was from CMS Uniforms & Equipment, Inc. Their bid is attached.

Financial Summary:

This bid will be used for budgeted purchases of uniforms and accessories that are needed in the Fire Department.

Staff Recommendation:

Staff recommends awarding the bid to CMS Uniforms & Equipment, Inc.



Fire Dept Uniforms & Accessories

BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder:

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational, including freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2) one (1) year extensions. The City is not subject to sales tax.

On a separate page, explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications. Bidders shall submit with its bid a detailed description and specifications of the product(s). Also please specify any changes to the specifications and the reasons for the change.

Bid Items:

Item	Unit Price
Class (Dress Wear)	
Hats	
1. 07GO2D5 by Bayly, Inc. Bell Crown, open weave, 9820 visor, gold FD buttons, gold nylon strap.	# 105.00
2. 07NS2C0 by Bayly, Inc. Bell Crown Hat w/ solid band, patent visor, black strap, silver "FD" buttons.	# 91.45
Hat Accessories	
1. Gold Band # P8006	# 8.40
2. Silver Band # P8007	# 8.40
3. Gold FD Buttons # 7287	# 2.75 set
4. Silver FD Buttons # 7289	# 2.75 set
Coats	
1. Fechheimer 38800 Dress Coat, single breast (gold or silver buttons) department patch sewn on both shoulders.	# 165.00
2. Fechheimer 38833 Dress Coat, single breast (gold or silver buttons) department patch sewn on both shoulders.	# 165.00
3. Fechheimer 38804 Dress Coat, double breast (gold buttons) department patch sewn on both shoulders.	# 185.00
Coat Accessories	
1. Gold sleeve braids	# 8.00
2. Silver sleeve braids	# 8.00
3. Maltese Cross on twill (gold) # PE903	# 1.50
4. Maltese Cross on twill (silver) # PE902	# 1.50

5. Gold buttons	\$ 10.00 per set
6. Silver buttons	\$ 10.00 per set
7. Size alterations	*VARIES BY ALTERATION
Shirts	
1. Fechheimer 35w5435 Marine blue long sleeve dress shirt. Department patch sewn on right shoulder; American flag sewn on left shoulder.	\$ 45.95
2. Fechheimer 126r5435 Marine blue long sleeve dress shirt. Department patch sewn on right shoulder; American flag sewn on left shoulder.	\$ 45.95
3. Blauer 8600Z Navy polyester long sleeve dress shirt. Department patch sewn on right shoulder; American flag sewn on left shoulder.	\$ 54.00
4. Blauer 8600ZW Navy polyester long sleeve dress shirt. Department patch sewn on right shoulder; American flag sewn on left shoulder.	\$ 54.00
5. Southeastern 9103Z White polyester long sleeve dress shirt. Department patch sewn on right shoulder; American flag sewn on left shoulder.	\$ 47.20
Pants	
1. Fechheimer 38200 polyester navy dress pant.	\$ 47.35
2. Fechheimer 38233 polyester navy dress pant.	\$ 47.35
Dress Wear Accessories	
1. Samuel Broome 90425 20" zipper tie.	\$ 10.85
2. Samuel Broome 90440 22" zipper tie.	\$ 10.85
3. Dutyman 1521G basketweave belt (gold)	\$ 21.80
4. Dutyman 1521U basketweave belt (silver)	\$ 21.80
5. Boston Leather 6582-2 clarino belt (gold)	\$ 25.95
6. Weinbrenner Shoes 831-6031 Clarino Oxford Shoe or equivalent	\$ 67.15
7. Collar insignia 3/8 "L.F.D." silver cutout letters or equivalent	\$ 8.75
8. Smith & Warren C109 gold disc 1 bugle (screw and clutch back) or equivalent	\$ 23.95 65
9. Smith & Warren C110 gold disc 2 parallel bugles (screw and clutch back) or equivalent	\$ 23.95
10. Smith & Warren C111 gold disc 2 crossed bugles (screw and clutch back) or equivalent	\$ 23.95
11. Smith & Warren C104 gold disc 3 crossed bugles (screw and clutch back) or equivalent	\$ 23.95
12. Smith & Warren C103 gold disc 4 crossed bugles (screw and clutch back) or equivalent	\$ 23.95
13. Smith & Warren C102 gold disc 5 crossed bugles (screw back and clutch) or equivalent	\$ 23.95

14. Smith & Warren C192L silver disc Vertical horn scramble (screw back) or equivalent	\$23.25
15. Smith & Warren C1188P gold disc 1 bugle (clutch back) or equivalent	\$17.50
16. Smith & Warren C115S gold 1 bugle (clutch back) or equivalent	\$17.50
17. Smith & Warren C116S gold 2 bugles parallel (clutch back) or equivalent	\$17.50
18. Smith & Warren C118S gold 2 crossed bugles (clutch back) or equivalent	\$17.50
19. Smith & Warren C119S gold 3 crossed bugles (clutch back) or equivalent	\$17.50
20. Smith & Warren C122S gold 4 crossed bugles (clutch back) or equivalent	\$17.50
21. Smith & Warren C121S gold 5 crossed bugles (clutch back) or equivalent	\$17.50
22. Smith & Warren-S503 - Sil-Ray badge – "La Vergne, Fire Rescue, Rank, center scramble" or equivalent	\$135.00
23. Smith & Warren-S503 - Gold badge – "La Vergne, Fire Rescue, Rank, center rank insignia" or equivalent	\$115.00
Daily Uniforms	
1. Blauer SS 8741 BDU navy shirt, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$54.70
2. Blauer LS 8731 BDU navy shirt, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$61.15
3. Blauer SS 8741W BDU navy shirt, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$54.70
4. Blauer LS 8731W BDU navy shirt, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$61.15
5. Blauer BDU 8836 navy pants	\$54.40
6. Blauer BDU 8836W navy pants	\$54.40
7. Blauer BDU 8846 navy shorts	\$49.75
Daily Uniform Accessories	
1. 5:11 59405 Tactical Belt	\$39.45
2. Name or rank strip.	\$4.00 ea.
3. Embroidered collar insignia.	\$5.00

Administrative Wear	
1. Blauer Flexrs 8866, zipper pocket navy pants.	\$ 74.64
2. Blauer Flexrs 8664, 5 pocket navy pants.	\$ 61.45
3. Blauer Flexrs 8671, navy SS shirt. La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$ 75.00
4. Blauer Flexrs 8676, navy SS shirt. La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$ 73.00
5. Blauer Performance SS Polo, 8126, navy/white. La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed to right chest.	\$ 46.25
6. Blauer Performance LS Polo, 8127, navy. La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed to right chest.	\$ 51.25
7. Blauer Performance SS Polo, 8126W, navy/white. La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed to right chest.	\$ 46.25
8. Blauer Performance LS Polo, 8127W, navy. La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed to right chest.	\$ 51.25
9. 5:11 Utility LS polo, White; or equivalent. # 72057	\$ 36.00
10. Southeastern Shirt Co. 9203Z, white SS uniform shirt. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder.	\$ 41.10
11. Flying Cross, 59130WP, Navy, 2-ply Taslan/Nylon Waterproof Duty Jacket w/liner. # 57500	\$ 141.50
Outer Apparel	
1. 5:11 Job shirt 72534ABR, navy, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$ 62.00
2. Blauer Station Jacket 4685, navy, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. Officers to get embroidered collar bugles accordingly.	\$ 109.00
3. Blauer Sweater 227, navy, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest.	\$ 121.00
4. Portwest LLC Hi Vis UH443 rain jacket.	\$ 29.50
5. Carhartt Rain Defender Loose fit, quarter-zip Hoodie 100617, Navy, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder.	\$ 62.85
6. Carhartt Mens Loose Fit, Midweight QuarterZip MockNeck Sweatshirt, Navy, La Vergne Fire logo monogrammed on left chest. Name and rank monogrammed on strips applied to right chest. American flag sewn onto left shoulder with the department patch sewn onto the right shoulder. # 100615	\$ 54.00
7. Blauer Watch Cap 125, navy, Monogrammed "LFRD" in red or gold.	\$ 24.00

Footwear	
1. UBBK by Drangra Inc, Redback USA "easy escape 6", black slip-on soft toe" boot.	# 142.85
2. Men's Thorogood 8" Black Trooper Side-Zip Boot 834-7991	# 122.85
3. Men's Rocky 7" Black Jump Boot Side-Zip FQ0002091	# 124.25
4. Rocky Black Boot 8" Alpha Force 2173 W/Zipper	# 108.50
5. Reebok 6" Nano Duty Side-Zip # RB7120	# 99.00
6. 5:11 Tactical PT-R Inure Runner Black Shoe 12488-007	# 110.00
7. Haix Black Eagle Athletic 2.1 T Low shoe. # 330016	# 153.40
8. Danner Acadia 8" 21210 Black Boot.	# 350.00
9. Danner Acadia 8" 21210 Zipper attachment. # 79300	# 375.00
In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.	
Company Name: CMS UNIFORMS + EQUIPMENT, INC	Telephone Number: 615-726-0009 x141
Representative Name: CHRIS L. BOYD	Title: VICE PRESIDENT
Signature: Chris L. Boyd	Email Address: chris-boyd@cmsuniforms.com
Date: 7-19-24	Contractor License Number:



Fire Dept Uniforms & Accessories BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this _____ day of _____, 20____, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and CMS UNIFORMS + EQUIP. INC. (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Fire Dept Uniforms & Accessories; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 7-19-24 ("Contractor's Proposal");

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. **Purpose.** Contractor shall provide and City shall purchase Fire Dept Uniforms & Accessories based on Contractor's proposal and specifications as set forth in the Solicitation.

2. **Term.** The term of this Contract shall be as described in the Solicitation. However, in no event shall the term of this Contract last more than five (5) years.

3. **Compensation.** Compensation shall be as described in the Contractor's Proposal and the Solicitation.

4. **Copyright, Trademark, Service Mark, or Patent Infringement.** Contractor shall, at its own expense, shall defend any legal action which may be brought against City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such legal action. City shall provide Contractor notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. City reserves the right to participate in the defense of any such legal action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the City unless approved by the City's mayor and where required the City's board of mayor and aldermen.

5. **Termination - Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

6. **Termination - Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

7. **Termination - Notice.** City may terminate this Contract at any time upon sixty (60) days written notice to Contractor.

8. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local law and regulations in its performance under this Contract.

9. **Notices and Designation of Agent for Service of Process.** All other notices to the City shall be mailed or hand delivered to:

City Administrator
City of La Vergne
La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086

Notices to Contractor shall be mailed or hand delivered to:

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representative. The record shall be maintained in accordance with generally accepted accounting principles.

11. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City or its duly appointed representative.

12. **City's Property.** Any of the City's property, including but not limited to books, records

and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the City by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be City's property.

13. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities, or otherwise in violation of law.

17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or other protected class in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of City's Contractor.

18. **Insurance.** During the term of this Contract, Contractor shall maintain liability insurance with limits of not less than described in the Solicitation, as well as automotive insurance policies. A certificate of insurance, in a form satisfactory to the City, evidencing said coverage shall be provided to the City prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

19. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

20. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

21. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

d. Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

22. Attorney Fees. Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, Contractor shall pay all expenses of such action including the City's attorney fees and costs at all stages of the litigation.

23. Assignment - Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY ADMINISTRATOR, CITY OF LA VERGNE, LA VERGNE CITY HALL, 5093 MURFREESBORO ROAD, LA VERGNE, TN 37086.

24. Entire Contract. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

25. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

26. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

27. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

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

29. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City and has been filed in the office of the City Recorder. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties herein have affixed their signatures to be effective on the day and year first written above.

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: Chris L. Boyd
Printed Name: CHRIS L. BOYD

ATTEST:

Title: VICE PRESIDENT

BY: _____
Bruce E. Richardson
City Administrator / City Recorder

Sworn and subscribed to before me, a Notary Public, this the 19th day of July, 2024, by CHRIS L. BOYD, the VICE-PRESIDENT of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

[Signature]
Notary Public

Commission Expires: 03/21/2026

(SEAL)





Affidavit of Drug-Free Workplace
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of DAVIDSON) SS

Affiant, CHRIS L. BOYD, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the VILE PRESIDENT - OFFICER of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CHRS UNIFORMS & EQUIPMENT, INC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here): ☒

3. The Bidder or Proposer entity employs five (5) or more employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and

OPTION 2 (mark here): ☐

6. The Bidder or Proposer entity employs fewer than five (5) employees; AND:
7. This Affidavit is made on personal knowledge.

Chris L. Boyd
(signature of Affiant)

VICE PRESIDENT
(title of Affiant)

Sworn and subscribed to before me this 19th day of July, 2024.

[Signature]
Notary Public

My Commission Expires: 03/21/2026





Affidavit of Title VI Compliance
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of DAVIDSON) SS

Affiant, CHRIS L. BOYD, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the OFFICER - VICE PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
CMS UNIFORMS & EQUIPMENT, INC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

Chris L. Boyd
(signature of Affiant)

VICE PRESIDENT
(title of Affiant)

Sworn and subscribed to before me this 19th day of July, 2024.

[Signature]
Notary Public

My Commission Expires: 03/21/2026





Affidavit of Non-Collusion
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of DAVIDSON) SS

Affiant, CHRIS L. BOYD, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the OFFICER - VICE PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

CHS UNIFORMS & EQUIPMENT, INC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of La Vergne or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of La Vergne or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that the law prohibits any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Chris L. Boyd
(signature of Affiant)

VICE PRESIDENT
(title of Affiant)

Sworn and subscribed to before me this 19th day of July, 2024.

[Signature]
Notary Public

My Commission Expires: 03/21/2026





Indemnification Agreement
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of DAVIDSON) SS

On behalf of Bidder/Proposer, CHRIS L. BOYD, agrees that:
(printed name of person signing Affidavit)

1. He or she is the OFFICER - VICE PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

CMS UNIFORMS & EQUIPMENT, INC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of La Vergne, the City of La Vergne and individual, on or off duty, officers, and employees of the City of La Vergne, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of La Vergne; and
4. This Agreement is made on personal knowledge.

Chris L. Boyd
(signature of Affiant)

VICE PRESIDENT
(title of Affiant)

Sworn and subscribed to before me this 19th day of July, 2024.

[Signature]
Notary Public

My Commission Expires: 03/21/2026





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.A.4. Bid - Fire Hydrant Sandblasting and Painting.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Bid - DMD Consultants Inc.

Summary:

This will approve a bid to provide hydrant sandblasting and painting for all city-owned fire hydrants.

Background Information:

All city-owned fire hydrants are in need of painting to improve the overall appearance and maintenance operations. The City opened bids on July 23, 2024, and recommends awarding the work to DMD Consultants. References have been checked with neighboring cities and DMD comes highly recommended.

Financial Summary:

The cost for the service will be \$110.00 per hydrant for sandblasting and painting, with an optional additional cost of \$30.00 per hydrant to paint the bonnet/cap of each hydrant to identify flow capabilities. This is a budgeted item and will be paid for out of the Water Department budget.

Staff Recommendation:

Staff Recommends approval.



Sandblasting and Painting of Fire Hydrants BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder:

DMD Consultants Inc.

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational, including freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2) one (1) year extensions. The City is not subject to sales tax.

On a separate page, explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications. Bidders shall submit with its bid a detailed description and specifications of the product(s).

Rates:

Item #	Description	Rate/Hydrant
I.	Hydrant Painting: This price is a fixed price per hydrant for sandblasting, priming and painting a standard paint color for the entire hydrant (barrel and caps).	<i>110.⁰⁰</i>
II.	Additional Color: Cap Painting: This price is an additional fixed price per hydrant for the painting of hydrant caps in a different color from the barrel or body of the hydrant to indicate water flow capacities. Colors may be blue, green, orange or red. The City of La Vergne shall work with the Contractor on color and paint manufacturer.	<i>30.⁰⁰</i>

In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Company Name:

DMD Consultants Inc

Telephone Number:

561 441 7405

Representative Name:

David Durrut

Title:

Director

Signature:

[Signature]

Email Address:

DMD@DMDConsultants.com

Date:

7/18/2024

Contractor License Number:

CCP653078



Sandblasting and Painting of Fire Hydrants BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this 18 day of July, 2024, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and DMD Consultants, Inc. (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Sandblasting and Painting of Fire Hydrants; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 7/18/2024 ("Contractor's Proposal");

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. **Purpose.** Contractor shall provide and City shall purchase Sandblasting and Painting of Fire Hydrants based on Contractor's proposal and specifications as set forth in the Solicitation.

2. **Term.** The term of this Contract shall be as described in the Solicitation. However, in no event shall the term of this Contract last more than five (5) years.

3. **Compensation.** Compensation shall be as described in the Contractor's Proposal and the Solicitation.

4. **Copyright, Trademark, Service Mark, or Patent Infringement.** Contractor shall, at its own expense, shall defend any legal action which may be brought against City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such legal action. City shall provide Contractor notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. City reserves the right to participate in the defense of any such legal action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the City unless approved by the City's mayor and where required the City's board of mayor and aldermen.

5. **Termination - Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

6. **Termination - Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

7. **Termination - Notice.** City may terminate this Contract at any time upon sixty (60) days written notice to Contractor.

8. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local law and regulations in its performance under this Contract.

9. **Notices and Designation of Agent for Service of Process.** All other notices to the City shall be mailed or hand delivered to:

City Administrator
City of La Vergne
La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086

Notices to Contractor shall be mailed or hand delivered to:

DMD Consultants
4850 Pate's hill rd
Moshier TN
37818

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

David Durva

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representative. The record shall be maintained in accordance with generally accepted accounting principles.

11. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City or its duly appointed representative.

12. **City's Property.** Any of the City's property, including but not limited to books, records

IN WITNESS WHEREOF, the parties herein have affixed their signatures to be effective on the day and year first written above.

THE CITY OF LA VERGNE, TENNESSEE:

BY: _____
Jason Cole, Mayor

ATTEST:

BY: _____
Bruce E. Richardson
City Administrator / City Recorder



CONTRACTOR:

BY: _____
Printed Name: David Durrua
Title: Dir.

Sworn and subscribed to before me, a Notary Public, this the 17th day of July, 2024, by DAVID DURRUA the DIRECTOR of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Amy D Wesley
Notary Public

Commission Expires: 2-22-25

(SEAL)



Affidavit of Drug-Free Workplace
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of GREENE) SS

Affiant, DAVID DURVA, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

DMD Consultants Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here): ☒

3. The Bidder or Proposer entity employs five (5) or more employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and

OPTION 2 (mark here): ☐

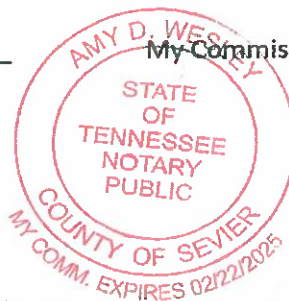
6. The Bidder or Proposer entity employs fewer than five (5) employees; AND:
7. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Director
(title of Affiant)

Sworn and subscribed to before me this 17th day of July, 2024.

Amy D. Wesley
Notary Public



My Commission Expires: 2-22-25



Affidavit of Title VI Compliance
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of GREENE) SS

Affiant, DAVID DURRUA, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

DMD CONSULTANTS INC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Director
(title of Affiant)

Sworn and subscribed to before me this 1th day of July, 2024.

[Signature]
Notary Public



My Commission Expires: 2-22-25



Affidavit of Non-Collusion
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of GREENE) SS

Affiant, DAVID DURRVA, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

DMD Consultants Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of La Vergne or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of La Vergne or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that the law prohibits any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

Director
(title of Affiant)

Sworn and subscribed to before me this 17th day of July, 2024.

Amy D. Wesley
Notary Public

My Commission Expires: 2.22.25
AMY D. WESLEY
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SEVIER
MY COM. # EXPIRES 02/22/2025



Indemnification Agreement
A required form from Bidders and Proposers
City of La Vergne, Tennessee

State of TENNESSEE)
County of GREENE) SS

On behalf of Bidder/Proposer, DAVID DURRUA, agrees that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

DMD Consultants Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of La Vergne, the City of La Vergne and individual, on or off duty, officers, and employees of the City of La Vergne, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of La Vergne; and
4. This Agreement is made on personal knowledge.

[Signature]
(signature of Affiant)

Director
(title of Affiant)

Sworn and subscribed to before me this 1st day of July, 2024.

Amy D. Wesley
Notary Public

My Commission Expires: 2-22-25





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.A.5. State Contract Purchase - NICE Logging Radio Recorder for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Quote - NICE Logging Radio Recorder

Summary:

This is a request from the Police Department to purchase a replacement NICE Logging Radio Recorder for Dispatch.

Background Information:

On June 26th, the NICE radio recorder used to record incoming/outgoing radio transmissions for police and fire became inoperable. Nashcomm attempted to get it back up and running, however there was a complete failure of the hardware/software. This is an item that is needed 24 hours a day, 7 days a week for: accountability of first responders, evidence in legal proceedings, quality assurance to ensure a high standard of service is met and incident reconstruction.

This replacement is needed as soon as possible. This is being purchased using the State Contract with Motorola.

Financial Summary:

The cost of the recorder with installation and programming is \$63,268.05. A budget amendment is on the agenda to appropriate funds for this purchase.

Staff Recommendation:

Staff recommends approval.

**MOTOROLA SOLUTIONS**QUOTE-2713540
PD - NICE Logging RecorderBilling Address:
LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086
USShipping Address:
LA VERGNE POLICE DEPT
5093 MURFREESBORO RD
LA VERGNE, TN 37086
USQuote Date:07/11/2024
Expiration Date:10/09/2024
Quote Created By:
Brian Lorenz
Sr. Account Manager
brian.lorenz@
motorolasolutions.com
615-428-0541End Customer:
LAVERGNE, CITY OF
Erin Speck
especk@lavergnetrn.gov
615-287-8616

Contract: SWC424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	DDN3308A	INFORM R10 VERSION FLAG	1	\$0.00	\$0.00	\$0.00
2	DDN3329A	PROFESSIONAL RECORDING CHANNEL	9	\$715.00	\$607.75	\$5,469.75
3	DDN2523A	MYSQL SERVER LICENSE STANDARD EDITION	1	\$440.00	\$374.00	\$374.00
4	DDN2502A	CONNECTION CABLE 10M FOR ANALOG DIGITAL CARDS	1	\$178.00	\$151.30	\$151.30
5	DDN2487A	ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO CABLE	1	\$2,200.00	\$1,870.00	\$1,870.00
6	DDN3632A	MS SQL 2022 64 B USER CLIENT LIC	3	\$400.00	\$340.00	\$1,020.00
7	DDN3631A	MS SQL 2022 64 B SVR CLIENT ACC LIC	1	\$400.00	\$340.00	\$340.00
8	DDN4080A	HPE 6TB 12G SAS HDD FOR DL360 DL380 ML350 GEN11	2	\$2,490.00	\$2,116.50	\$4,233.00
9	DDN4070A	SINGLE NIR VOIP TELEPHONY ONLY LOGGER BUNDLE	1	\$19,600.00	\$16,660.00	\$16,660.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
10	DDN4075A	LOGGER UPLIFT TO ML350 GEN11 SERVER	1	\$2,200.00	\$1,870.00	\$1,870.00
Product Services						
11	LSV00Q00379A	SYSTEM PROGRAMMING- QUOTED	1	\$14,637.14	\$14,637.14	\$14,637.14
12	LSV00Q00378A	SYSTEM INSTALLATION- QUOTED	1	\$16,642.86	\$16,642.86	\$16,642.86

Grand Total **\$63,268.05(USD)**

Notes:

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



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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.B. Approve Renewal of Service Agreement with Motorola Solutions for City Radio Equipment.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Service Agreement - Motorola Solutions - FY 24-25

Summary:

This is a request for approval to renew the radio system service agreement between the City and Motorola Solutions.

Background Information:

The City radio system used by police, fire, and other City departments is serviced through Motorola Solutions and their local partner authorized service provider. This agreement is renewed annually and this agreement covers 7/1/2024 thru 6/30/2025.

Financial Summary:

The cost for renewal of the service agreement is \$14,784.00.

Staff Recommendation:

Staff recommends approval.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548496
Contract Number: USC000008702
Contract Modifier: R03-MAR-24 12:20:02

Date:03/03/2024

Company Name: LAVERGNE, CITY OF

Attn:

Billing Address: 283 OLD NASHVILLE HWY

City, State, Zip: LA VERGNE , TN, 37086

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1036043199

Bill to Tag # :

Contract Start Date :01-Jul-2024

Contract End Date :30-Jun-2025

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV00Q00572A	LOCAL DEVICE SUPPORT	\$14,784.00
Pricing based off 88 subs		Subtotal - Recurring Services	\$1,232.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$14,784.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548496
Contract Number: USC000008702
Contract Modifier: R03-MAR-24 12:20:02

Susannah Poole	629-201-1398
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name : LAVERGNE, CITY OF
Contract Number : USC000008702
Contract Modifier : R03-MAR-24 12:20:02
Contract Start Date : 01-Jul-2024
Contract End Date : 30-Jun-2025

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548496
Contract Number: USC000008702
Contract Modifier: R03-MAR-24 12:20:02

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548496
Contract Number: USC000008702
Contract Modifier: R03-MAR-24 12:20:02

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-2548496
Contract Number: USC000008702
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

(/en_us.html)

Home (/en_us.html) \ Managed & Support Services (/en_us/managed-support-services.html)
\ Cyber Subscription Renewals and Integrations Addendum

Cyber Subscription Renewals and Integrations Addendum

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services, (ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1 "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 "Motorola Data" means data owned or licensed by Motorola.

2.5 "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 "Third-Party Data" means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

Feedback

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work ("SOW") or ordering document. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola's performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer's receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola ("Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, "Motorola Materials"). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer's internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services ("Customer-Provided Equipment"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may

process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2 Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

Section 5. LIMITATION OF LIABILITY

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED

AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

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INVESTORS

NEWSROOM

TRAINING

CAREERS

COMMUNITY

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ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.C. Approve the Donation of Real Property from the La Vergne Industrial Development Board for the Blair Road West Extension Project.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Resolution - IDB conveyance of property for the extension of Blair Road to the City of La Vergne

Summary:

This is an item to approve the donation of property from the Industrial Development Board of the City of La Vergne for the extension of Blair Road West.

Background Information:

The City has been working on the Blair Road West extension project as a way to relieve some traffic congestion while the South Waldron Road widening project is being constructed. The La Vergne IDB has approved a resolution to convey property to the City for this project. The Board of Mayor and Aldermen will need to approve this donation so the conveyance of the property can take place.

Financial Summary:

There is no cost for the donation of the property to the City.

Staff Recommendation:

Staff recommends approval.

**RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY
OF LA VERGNE RELATING TO CONVEYANCE OF PROPERTY FOR THE
EXTENSION OF BLAIR ROAD TO THE CITY OF LA VERGNE**

WHEREAS, The Industrial Development Board of the City of La Vergne (the "Board"), is a public, nonprofit corporation organized and existing under, and by virtue of, the provisions of Chapter 53, Title 7, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, the purpose of said Act, as stated therein, being to authorize the incorporation in the several municipalities in the State of Tennessee of public corporations to finance, acquire, construct, own, lease, equip and/or dispose of properties to the end that such corporations may be able to, among other things, maintain and increase employment opportunities by promoting industry, trade, commerce, tourism, and recreation by inducing manufacturing, industrial, governmental, educational, financial service, commercial, and recreational enterprises to locate or to remain in the State of Tennessee; and

WHEREAS, the Board has met pursuant to proper notice; and

WHEREAS, the City of La Vergne, Tennessee ("City"), has made grants to the Board to enable the Board to acquire approximately 76.55 acres of real property on Waldron Road in the City (the "Property"); and

WHEREAS, the Board has purchased said Property and now desires to authorize the conveyance of a portion thereof to the City for the extension of Blair Road.

NOW THEREFORE, BE IT RESOLVED BY THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE:

1. It is hereby found and determined that the extension of Blair Road through the Property will develop trade and commerce in and adjacent to the City and Rutherford County, will contribute to the general welfare, will alleviate conditions of unemployment, and will be necessary and advantageous to the Board in furthering the purposes of the Act.
2. Board member Graeme Coates, and counsel to the Board, Bradley Arant Boult Cummings LLP, are hereby authorized and directed to document the conveyance of the portion of the Property requested by the City for the extension of Blair Road through the Property, together with such utility, drainage, slope, construction and other rights-of-way or easements as the City may request (the "Transaction") at no cost to the City.
3. The Chairman and the Vice Chairman of the Board, or either of them, and if requested, the Secretary of the Board, are hereby authorized, empowered and directed to execute, acknowledge and deliver such documents as may be proposed by Mr. Coates and counsel to the Board for the implementation of the Transaction, or with such changes therein as shall be approved by the officer(s) of the Board executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, in the name, and on behalf, of the Board.
4. The officers of the Board are hereby authorized, empowered, and directed, from and after the date hereof, to do all acts and things, and to execute all documents as may be necessary, appropriate or convenient to carry out, and to comply with these resolutions in order to complete the Transaction.

5. Any officer of the Board is hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as he or she may consider necessary or desirable in connection with the consummation of the Transaction.

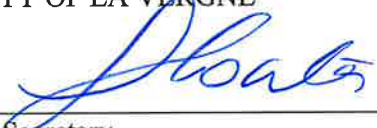
6. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this resolution are hereby ratified, approved and confirmed.

Approved and adopted this 31 day of July, 2024.

I hereby certify that the foregoing resolution of The Industrial Development Board of the City of La Vergne, was duly and lawfully adopted by its Board of Directors on said day and date, at a meeting at which a quorum was present and acting throughout and I furthermore certify that such resolution has not been amended or modified in any respect.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF LA VERGNE



Secretary



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.D. Approve Change Order #1 with Isinguard Construction Group, Inc. for the 2019 Interceptor Sewer Improvements Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Change Order #1

Summary:

This is a request to approve Change Order #1 for the 2019 Interceptor Sewer Improvements Project.

Background Information:

See attached letter from James Moore with CTI Engineers that explains the reasons for this change order. The change order is also attached.

Financial Summary:

This change order reduces the amount of the contract by \$73,589.64.

Staff Recommendation:

Staff recommends approval.



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

VIA EMAIL

July 17, 2024

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

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

Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order One (1) for the subject project. The change order reduces the contract amount by (\$73,589.64) to \$2,926,410.36. This change order is for the cutting of New Paul Road in lieu of the bore as intended and adding watertight lids and vents to manholes within the 100-yr floodplain. This change is required due to soils not conducive to boring and to reduce inflow into manholes in large rain events.

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

Sincerely,

A handwritten signature in blue ink that reads "James H. Moore".

James H. Moore P.E.
Project Manager

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Scott Tatalovich, Utilities Engineer
Mr. Michael Dietz, Public Works Director
Mr. David Eatherly, Isinguard Construction Group, Inc.
Mr. John W Gahring, Jr. P.E., BCEE, CTI Engineers

M:CTI:19002/Correspondence/Bruce Richardson Change Order One (1)

CHANGE ORDER

Order No. 1

Date: 6/27/2024

Agreement Date: _____

NAME OF PROJECT: 2019 Interceptor Sewer Improvements

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Isinguard Construction Group, Inc

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$ 3,000,000.00

Current Contract Price adjusted by previous Change Order \$ 3,000,000.00

The Contract Price due to this Change Order will be

increased/~~decreased~~ by: \$ 73,589.64

The new Contract Price including this Change Order will be \$ 2,926,410.36

Change to Contract Time

The Contract Time will be increased/decreased by 0 calendar days.

The date for completion of all work will be _____ (date).

Justification

Changes in design for unforeseen needs.

See Attachment Number 1

Accepted by: David R. Eathorby (Contractor)

Recommended by: James H. Mone 7/2/24 (Engineer)

Ordered by: _____ (Owner)

STD 12/92

00 63 63 - 1

M:CTI:N18003/Upper Chaney Woods Interceptor Sewer/Specifications/00 63 63 Change Order

N18003

10/16/18

Page 182 of 427

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ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.E. Approve Amendment #3 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Upper Chaney Woods Interceptor Sewer Project, Segments 4 and 3.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Amendment #3 - CTI Engineers - Upper Chaney Woods Interceptor Sewer Segments 4 and 3

Summary:

This is a request to approve an amendment to the agreement with CTI Engineers for this project.

Background Information:

Please see the attached letter from John Gahring from CTI Engineers for the reasons why this amendment is needed. The amendment is also attached.

Financial Summary:

The increased cost for this agreement will not exceed \$10,000.

Staff Recommendation:

Staff recommends approval.



3354 Perimeter Hill Drive

Suite 140

Nashville, TN 37211

615-834-8300

www.ctiengr.com

July 18, 2024

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

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

Dear Mr. Richardson:

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

The time extension related to the modifications per Change Order Number 2 will require our services to be extended until the construction is complete. The additional fee to our Construction Phase Services for this work will not exceed \$10,000.00

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'John W. Gahring, Jr.', is written over the typed name.

John W. Gahring, Jr., PE, BCPE

Enclosures

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

M:CTI/N18003/Correspondence/Letter/Bruce Richardson – Amendment 3 07194

**AMENDMENT NO. 3
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated May 7, 2018, and amended July 10, 2020, and May 8, 2024 to perform certain professional services in connection with the proposed Upper Chaney Woods Interceptor Sewer, Segments 4 and 3, as identified in the Fergus Road Drainage Basin Corrective Action Plan (CAP) prepared by CTI dated September 2017 (hereinafter referred to as the project); and

WHEREAS, additional construction phase services are required as the result of the construction time extension in conjunction with the modifications made to the Fergus Road Lift Station per Change Order No. 2 beyond the amount anticipated in the original Agreement; and

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

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

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

Service	Fee Basis	Amendment 2	Amendment 3
		Fee	Fee
Bidding and Design Phase Services	Lump Sum	\$ 126,400.00	\$ 126,400.00
Construction Phase Services	Lump Sum	45,895.00	55,895.00
Topographic Surveys	Cost Plus	27,000.00	27,000.00
Easement Preparation & Permit Applications	Cost Plus	<u>40,000.00</u>	<u>40,000.00</u>
TOTAL FEE		\$239,295.00	\$249,295.00

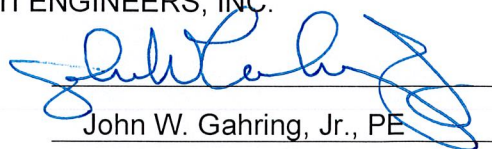
- 2) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 3 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____
Name Jason Cole
Title Mayor
Date _____

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

By 
Name John W. Gahring, Jr., PE
Title Vice President
Date 7/11/2024



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.F. Approve Amendment #1 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Fergus Road Interceptor Sewer Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Amendment #1 - CTI Engineers - Fergus Road Interceptor Sewer Project

Summary:

This is a request to amend the agreement with CTI Engineers for the Fergus Road Interceptor Sewer Project.

Background Information:

Please see the attached letter from John Gahrng from CTI Engineers regarding the reasons this amendment is needed. The amendment is also attached.

Financial Summary:

The additional design work will not exceed \$14,500. The additional fees for the survey will not exceed \$5,000. The total additional cost for this amendment will not exceed \$19,500.

Staff Recommendation:

Staff recommends approval.



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

July 18, 2024

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

Subject: City of La Vergne, Tennessee
Fergus Road Interceptor Sewer
CTI Project N22003

Dear Mr. Richardson:

As the design of the subject project has progressed, additional gravity sewer line requiring replacement has been added to the scope of work beyond the amount anticipated in our original Agreement.

The addition of sewer line will require additional design phase services, survey, and easement preparation. The additional fee to our Design Phase Services for this work will not exceed \$14,500.00. The additional cost-plus fee for the survey will not exceed \$5,000.00. The total additional fee to our Agreement will not exceed \$19,500.00.

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

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

Sincerely,



John W. Gahring, Jr., PE, BCEE

Enclosures

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

M:CTI/N18003/Correspondence/Letter/Bruce Richardson – Amendment 3 07184

**AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated July 6, 2022, perform certain professional services in connection with the proposed Fergus Road Interceptor Sewer (hereinafter referred to as the project); and

WHEREAS, additional services are required as the result for the need of additional gravity sewer to be replaced beyond the amount anticipated in the original Agreement; and

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

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

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

Service	Fee Basis	Original Fee	Amendment 1 Fee
Design Phase Services	Lump Sum	\$ 60,000.00	\$ 74,500.00
Bidding Phase Services	Lump Sum	6,000.00	6,000.00
Construction Phase Services	Cost Plus	22,000.00	22,000.00
Surveys, Permits, and Easements	Cost Plus	<u>55,000.00</u>	<u>60,000.00</u>
TOTAL FEE		\$143,000.00	\$162,500.00

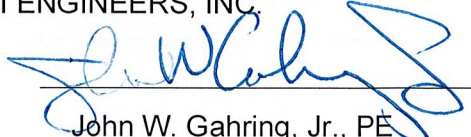
- 2) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____
Name Jason Cole
Title Mayor
Date _____

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

By 
Name John W. Gahring, Jr., P.E.
Title Vice President
Date 7/18/24



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.G. Approve Agreement for Engineering Services with CTI Engineers, Inc. for the Waldron Road Sewage Pump Station Replacement Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Agreement for Engineering Services - CTI - Waldron Road Sewage Pump Station Replacement

Summary:

This is a request to approved an Agreement for Engineering Services with CTI Engineers for the Waldron Road Sewage Pump Station Replacement Project.

Background Information:

Please see the attached letter from John Gahring at CTI Engineers regarding the need for this project. This project is funded in the FY 2024-2025 budget. The agreement is also attached.

Financial Summary:

The proposed fee for the design, bidding and construction phases of this project is \$45,400. The FY 2024-2025 budget includes a total of \$350,000 for this project.

Staff Recommendation:

Staff recommends approval.



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

July 19, 2024

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

Subject: City of La Vergne, Tennessee
Waldron Road Sewage Pump Station Replacement
CTI Project NP24009

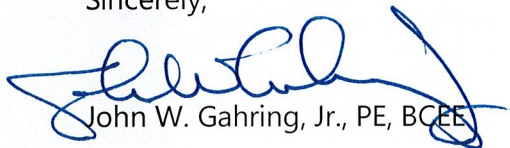
Dear Mr. Richardson:

The Waldron Road Sewage Pump Station was constructed and placed into service in 1998. The station has provided continuous service for over 20 years. The prefabricated Smith and Loveless suction lift pump station has reached the end of its useful service life with maintenance issues becoming more numerous and the station lacks several current standard components (bypass connection, SCADA, manual transfer switch, etc.). Consequently, the replacement of this pump station has been included in your budget for design and construction.

Enclosed for consideration by the City of La Vergne is a copy of our proposed Agreement for Engineering Services for the subject project. If the agreement is acceptable to the City, please sign and return a scanned copy for our files.

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

Sincerely,



John W. Gahring, Jr., PE, BCEE

Enclosures

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

M:CTI/Bruce Richardson - Waldron Road Sewage PS Replacement 071924

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2024, by and between the City of La Vergne, Tennessee; 5093 Murfreesboro Road; La Vergne, Tennessee 37086 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc., 3354 Perimeter Hill Drive, Suite 140, Nashville, Tennessee (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the design and construction of a replacement for the Waldron Road Sewage Pump Station (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

Service	Fee Basis	Fee
Design Phase Services	Lump Sum	\$24,000.00
Bidding Phase Services	Lump Sum	\$7,400.00
Construction Phase Services	Lump Sum	\$14,000.00
Total Fee		\$45,400.00

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost OR the above hourly rates plus 110 percent of direct non-salary expenses.
5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

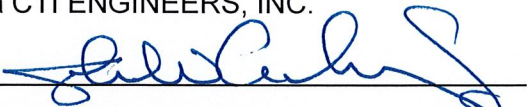
ACCEPTED BY CLIENT:

ACCEPTED BY CTI:

CITY OF LA VERGNE, TENNESSEE

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY _____

BY 

NAME _____

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

TITLE _____

TITLE Vice President

DATE _____

DATE 7/19/24

(Insert here and on first line)

APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.
10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted

to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.

12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

A. Design Phase Services

1. Investigate the existing pump station, force main size and length, and the existing wet well size.
2. Prepare detailed design drawings, technical specifications, and contract documents for the project. Project consists of the repairs and improvements to the Waldron Road Sewage Pump Station. The repairs and improvement shall be limited to the replacement of all pumps, valves, piping, and electrical devices with similar equipment; minor wet well repairs; manual transfer switch; and other minor items as may be determined.
3. Prepare necessary contract documents utilizing CLIENT or CTI standards.
4. Coordinate design activities with the CLIENT and appropriate regulatory agencies and prepare any necessary review applications.
5. Prepare an opinion of probable project construction cost.
6. Provide appropriate numbers of copies of plans, specifications, and contract documents for review by the CLIENT and involved regulatory agencies. The CLIENT will pay any review fees established by the State.

B. Bidding Phase Services

1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process requests for bidding documents.
2. Issue addenda, as appropriate, to interpret, clarify, or expand the bidding documents.
3. Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor[s]") for those portions of the work as to which such acceptability is required by the bidding documents.
4. Consult with the CLIENT and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
5. Attend the bid opening; prepare bid tabulation sheets; and assist the CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

C. Construction Phase Services

1. *General Administration of Construction Contract.* CTI will consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the construction contract, except as modified herein. The extent and limitations of the duties, responsibilities, and authority of CTI as assigned in said General Conditions will not be further modified, except as CTI may otherwise agree in writing. All of the CLIENT's instructions to Contractor will be issued through CTI who will have authority to act on behalf of the CLIENT to the extent provided in said General Conditions, except as otherwise provided in writing.
2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.
 - b. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

4. *Interpretations and Clarifications.* CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. *Shop Drawings.* CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
6. *Substitutes.* CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of "Required Additional Services."
7. *Inspections and Tests.* CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
8. *Disputes between CLIENT and Contractor.* CTI will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.
9. *Applications for Payment.* Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the CLIENT and on review of applications for payment and the accompanying data and schedules:
 - a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of

the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not impose responsibility on CTI to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interest, or encumbrances, or that there may not be other matters at issue between the CLIENT and the Contractor that might affect the amount that should be paid.

10. *Contractor's Completion Documents.* CTI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents); and will transmit them to the CLIENT with written comments.
11. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in Paragraph 9b above.
12. *Project Meetings.* Attend all project-related meetings and conferences with the CLIENT, Contractor(s), and other applicable parties.
13. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the CLIENT.
14. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 14, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

D. Additional Services Requiring Authorization in Advance

If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

1. Furnishing an RPR at the construction site to provide more continuous observation of the work.
2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
3. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
4. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
5. Providing renderings or models for the CLIENT's use.
6. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.
7. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the CLIENT.
8. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the CLIENT employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of "Required Additional Services."
9. If CTI's compensation is on the basis of a lump sum or percentage of construction cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated. If CTI's

compensation is on the basis of a percentage of construction cost and CTI has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials, and equipment, but only one prime contract is awarded for construction, materials, and equipment for the project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation necessitated by the award of only one prime contract.

10. Services during out-of-town travel required of CTI other than visits to the site or the CLIENT's office.
11. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.
13. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
14. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.
15. Assistance in applying for and obtaining zoning changes and appeals.
16. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services.

E. Required Additional Services

When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the CLIENT, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the CLIENT promptly after starting any such Additional Services.

1. Services in connection with work directive changes and change orders to reflect changes requested by the CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.
6. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- C. Acquire all land, easements, and rights-of-way as required for this project.
- D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.

III. PERIODS OF SERVICE

- A. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to

in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.

- B. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.
- C. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
- D. The periods of service under the construction phase are based upon a construction contract time of 300 calendar days. If the Contractor fails to substantially complete the project within the original contract time and the CLIENT desires CTI to extend the construction phase, the not-to-exceed amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
- E. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than one (1) year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
- F. In the event that the CLIENT authorizes CTI to extend construction phase services beyond the expiration of the original construction contract time, the following conditions shall apply:
 - 1. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.
 - 2. The CLIENT shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the CLIENT's decision to seek liquidated damages from the Contractor for violation of contract time.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.H. Award a Contract to Turner Security for the Installation of Access Control, Closed Circuit Television and Network Wiring for the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Contract - ACS, CCTV, and Network Wiring Systems for PW-CDS Facility

Summary:

This is a separate contract from the building construction contract for the Public Works and Community Development Services Building which is for the low-voltage electrical installation which includes the access control system, the closed-circuit television system, and the IT network wiring.

Background Information:

This was planned to be a separate contract and is within the approved budget.

Two RFPs were advertised, prices received, and proposals evaluated.

For RFP 2024-01 "Access Control and Closed Circuit Television Systems", the city received four proposals. Upon opening, Turner Security was determined to be the apparent low proposal. Review and negotiations were conducted which confirmed that the Turner Security proposal was complete, responsive, and responsible.

For RFP 2024-02 "IT Network System", the city received five proposals. Upon opening, Turner Security was determined to be the apparent low proposal. Review and negotiations were conducted which confirmed that the Turner Security proposal was complete, responsive, and responsible.

Financial Summary:

RFP 2024-01 "Access Control and Closed Circuit TV Systems"	\$156,204.32
RFP 2024-02 "IT Network System"	\$76,170.96
Subtotal	\$232,375.28
Negotiated Deduct	-\$7,000.00
Total Contract	\$225,375.28

Staff Recommendation:

Staff recommends approval.



Access Control, Closed Circuit Television, and Network Wiring Systems CONTRACT

This Contract is entered into on this 22nd day of July, 2024, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and Turner Security, (the "Contractor").

This Contract consists of the following documents:

- This document;
- Request for Proposal entitled Access Control, Closed Circuit Television, and Network Wiring Systems; (the "Solicitation");
- Request for Proposal entitled IT Network System: (the "Solicitation");
- Contractor's Bid Submittal Proposals dated 09 July 2024 ("Contractor's Proposals");

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
 - Second, this Agreement;
 - Third, the Solicitation; and
 - Lastly, Contractor's Proposal.
1. **Purpose.** Contractor shall provide and City shall purchase Access Control and Closed Circuit Television Systems based on Contractor's proposal and specifications as set forth in the Solicitation.
 2. **Term.** The term of this Contract shall be as described in the Solicitation. However, in no event shall the term of this Contract last more than five (5) years.
 3. **Compensation.** Compensation shall be as described in the Contractor's Proposals and the Solicitation. Contract amount for both solicitations and proposals included herein is **\$225,375.28.**
 4. **Copyright, Trademark, Service Mark, or Patent Infringement.** Contractor shall, at its own expense, shall defend any legal action which may be brought against City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such legal action. City shall provide Contractor notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. City reserves the right to participate in the defense of any such legal action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the City unless approved by the City's mayor and where required the City's board of mayor and aldermen.

5. **Termination - Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

6. **Termination - Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

7. **Termination - Notice.** City may terminate this Contract at any time upon sixty (60) days written notice to Contractor.

8. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local law and regulations in its performance under this Contract.

9. **Notices and Designation of Agent for Service of Process.** All other notices to the City shall be mailed or hand delivered to:

City Administrator
City of La Vergne
La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086

Notices to Contractor shall be mailed or hand delivered to:

Turner Security
106 Enon Springs Rd. East
Smyrna, TN 37167

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Buddy Harris

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representative. The record shall be maintained in accordance with generally accepted accounting principles.

11. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City or its duly appointed representative.

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

13. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities, or otherwise in violation of law.

17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or other protected class in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of City's Contractor.

18. **Insurance.** During the term of this Contract, Contractor shall maintain liability insurance with limits of not less than described in the Solicitation, as well as automotive insurance policies. A certificate of insurance, in a form satisfactory to the City, evidencing said coverage shall be provided to the City prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

19. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

20. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

21. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless the City, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

d. Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

22. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, Contractor shall pay all expenses of such action including the City's attorney fees and costs at all stages of the litigation.

23. **Assignment - Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY ADMINISTRATOR, CITY OF LA VERGNE, LA VERGNE CITY HALL, 5093 MURFREESBORO ROAD, LA VERGNE, TN 37086.

24. **Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

25. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

26. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

27. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

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

29. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City and has been filed in the office of the City Recorder. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

(Signatures appear on the following page.)

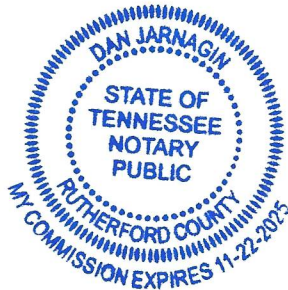
IN WITNESS WHEREOF, the parties herein have affixed their signatures to be effective on the day and year first written above.

THE CITY OF LA VERGNE, TENNESSEE:

BY: _____
Jason Cole, Mayor

ATTEST:

BY: _____
Bruce E. Richardson
City Administrator / City Recorder



CONTRACTOR:

BY: Turner Security
Printed Name: Clare Caroleo
Title: Sales Manager

Sworn and subscribed to before me, a Notary Public, this the 22nd day of July, 2024, by Clare Caroleo, the Sales Manager of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

[Signature]
Notary Public

Commission Expires: 11-22-25

(SEAL)

By signing the above, Contractor confirms that they have received the following addenda and included them within the prices provided herein.

Addendum 01
Addendum 02
Addendum 03

TERMS AND CONDITIONS



City of La Vergne Terms and Conditions Access Control, CCTV, and Network Wiring Systems

Terms and Conditions

The City's standard contract is included with this package. This agreement shall be signed and notarized (but not dated) by the proper representative and submitted **with** the proposal. Any vendor who is awarded a contract pursuant to this Request for Proposal agrees to be bound by the terms and conditions set forth in the contract. If the vendor objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the proposal. If an award is made, any contract resulting from this Request for Proposal will be effective on the last date the contract is signed by all required parties.

All vendors who are awarded contracts agree to be bound by these terms and conditions set forth below:

1. Should awarded vendor fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the vendor. The City may terminate the contract at any time, with or without cause, upon written notice to vendor. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded vendor.
2. Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.
3. The City, at its option, and in lieu of immediate termination, may request that the awarded vendor repair or replace any defective goods or correct performance by written notice to awarded vendor. In that event, awarded vendor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded vendor of any liability to the City for damages sustained by virtue of awarded vendor's breach.
4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
6. Awarded vendor agrees that, in the event either party deems it necessary to take legal action to enforce any

(Remainder of page deliberately left blank. Terms and Conditions continue on next page)

provision of the contract, and in the event the City prevails, awarded vendor shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.

7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
9. Indemnification:
 - a) Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b) Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
10. Insurance:
 - a) Workers' Compensation Insurance: The awarded vendor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.
 - b) Public Liability and Property Damages Insurance: The awarded vendor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
 - (1) Public Liability Insurance in the amount of not less than \$1,000,000.00 on any account of any one accident.
 - (2) Property Damage Insurance in an amount not less than \$500,000.00 for any one damage claim.
 - (3) Combined Single Limit Public Liability and Property Damage in an amount of not less than \$1,000,000.00 per occurrence.
 - (4) Proof of Carriage of Insurance. A Certificate of Insurance and endorsement shall be furnished to the City, and the City of La Vergne shall be named as an additional insured. Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.
11. The vendor shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all proposal responses, the right to request additional information, the right to clarify proposals, the right to award a contract for only some but not all the articles or items in the proposal, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this Request for Proposal.

Standards

Vendor, by signing and making this proposal, makes the following affirmative declaration and statement as of the date said proposal is signed, to wit:

1. Vendor, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
3. Vendor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.
5. **Iran Divestment Act** – By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to Tennessee Code Annotated §12-12-106 that is found online at: <https://tinyurl.com/ykckhmrt>.
6. **Boycott of Israel Act** - By submission of this proposal, each vendor and each person signing on behalf of any supplier certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1." (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

Payment and Delivery

1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
2. All items must be delivered within thirty (30) calendar days of proposal award. Forty-eight (48) hours advance notice should be given prior to delivery and installation. With delivery, installation shall begin and continue day to day until complete.
3. Deliveries of all items shall be made as stated in the proposal specifications. In the proposal, the Vendor must indicate the best delivery date after receipt of order. Deliveries resulting from this Request for Proposal are to be made during the normal working hours of the City. Time is of the essence and the vendor's delivery date must be specified and adhered to. Should the awarded vendor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded vendor(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit

and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this Request for Proposal.

5. All deliveries made pursuant to this Request for Proposal, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this Request for Proposal, delivery and freight charges are to be prepaid and included in the proposal price.
6. Unless otherwise specified every item shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year.

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SCOPE OF WORK

**ACCESS CONTROL AND CLOSED CIRCUIT
TELEVISION**



Access Control and Closed Circuit Television Systems SCOPE OF WORK

A. Overview

This Request for Proposal is for a contract to provide Access Control and Closed Circuit Television Systems for the City of La Vergne Public Works and Community Development Services Facility.

B. Scope of Work

City of La Vergne Public Works and Community Development Services (PW & CDS) Building Access Control and Closed-Circuit Television (CCTV) Systems

Intent

The intent of this contract is to provide a complete and operational Access Control System (ACS) and Closed-Circuit Television System (CCTV) serving the City of La Vergne Public Works & Community Development Services Building. Plans are provided for the low voltage system. The following information is to assist ACS and CCTV System bidders:

Included Within This Contract

This contract includes:

- Access Control System (ACS)
 - The system must meet standards set forth in UL 294
- Closed-Circuit Television System (CCTV)

This contract does NOT include:

- Intruder Detection System (IDS)
 - The system does not have to meet all requirements of UL 827
 - The system does not have to meet all requirements of UL 1981
 - The system does not have to provide an intruder alarm to a central station or to the cloud
- Fire Alarm System
- IT Network System

Electrical Rough-In

All conduit shown including ACS backboxes (specifically shown on the attached plans) will be installed by Baron Construction LLC prior to installation of the low voltage system.

Backboxes for cameras are included in this contract. The provision and installation of all J-hooks or cable trays which are needed but not shown on the drawings are included within this contract.

Conductors, Cables, Fiber-optic Cables, and Wiring

The provision and installation of all conductors, cabling, fiber-optic cabling, wiring and necessary terminations for the ACS and CCTV systems are included in this contract.

Ancillary Materials

The provision and installation of all materials necessary for complete and operable ACS and CCTV systems including resistors, terminal blocks, power distribution units, power supplies, chargers, power convertors, relays, surge protectors, batteries, etc. are included in this contract.

Cabinets

The provision and installation of all cabinets required for electrical equipment and devices in the low voltage systems are included in this contract.

Access Control System

The system must be compatible with the Honeywell WIN-PAK Integrated Security Suite Software which is the base city system.

Contract includes provision and installation of all equipment and devices needed for a complete Access Control System including readers, REX motion sensors, PREX buttons, locks, electric strikes, maglocks, lock cylinders, keys, pedestals, RFID reader, windshield tags, etc. The system will be completely programmed and commissioned under this contract. All coordination with the gate controller is the responsibility of this contract. All programming and coordination to make the ACS system work with the city's network is included in this contract.

The ACS must record entrances and exits including cardholder and timestamp information. This information must be sent in digital format to the host software in the City IT Network.

Cloud-based remote access software is NOT necessary. The system is to be hardwired into the city IT network as shown on the design drawings.

FACP Connection

Each door shall have an FACP input to allow for releasing and unlocking all doors in the event of a fire alarm. Host software should have this capability. All wiring, cable, terminations, etc. necessary are included within this contract. Coordination with the fire alarm subcontractor is a part of this contract.

Supervision

The following alarms shall report to the host software:

- Power system supervision alarms for 'AC Fail', 'Low Battery', 'Battery Presence', and 'Power Fail'.
- Tamper alarm for cabinet tamper switch

Network Switches – Access Control System

The ACS will utilize network switches which are part of the city's system and therefore no network switches will be required to be provided. However, connection of the ACS system to the city's network switches is included in this contract.

Closed-Circuit Television System

The CCTV system camera locations are as shown on the attached plans. Contractor must confirm that 120V power has been coordinated with Baron Construction LLC to confirm locations prior to installation of cameras. The camera locations shown on the site plan for the exterior cameras are approximate and special care must be taken to coordinate that cameras are being placed on poles which have power provided. The number and general location of the cameras is correct.

All cameras, cabling, switches, enclosures, broadcasters, receivers, video recorder(s) etc. necessary for a full and operational system are a part of this contract.

All programming and commissioning necessary for a full and operational CCTV system which can be viewed from any selected computer within the city network is included in this contract.

Network Switches – Closed-Circuit Television System

The CCTV will require network switches as needed to hook all cameras to the DVR(s). The DVR(s) will then hook into a network switch which is part of the city system and not in this contract. However, connection of the CCTV system to the city's network switches is included in this contract.

Training

Training of at least five city personnel in the use, maintenance, and operation of the ACS and CCTV systems is a part of this contract. This includes providing operations manuals in digital (pdf) format for the systems and all components.

Penetrations of Fire-Rated Walls

All penetrations of fire-rated walls shall be made with seals that maintain the fire-rating of the wall system. Installation of all items necessary are within this contract.

Combination of IT Network System and ACS/CCTV System Contracts

Bidders are invited to bid on both the IT Network System and the ACS/CCTV system contracts. If a deduct will be offered for being awarded both contracts, please make that clear in the proposal.

For complete specifications and drawings, please contact Gary Lide, PE, City Engineer, City of La Vergne, by Phone: 615-287-8703 or Email: glide@lavernetn.gov.

SCOPE OF WORK

NETWORK WIRING



IT Network System SCOPE OF WORK

A. Overview

This Request for Proposal is for a contract to provide IT Network System for the City of La Vergne Public Works and Community Development Services Facility.

B. Scope of Work

City of La Vergne Public Works and Community Development Services (PW & CDS) Building IT Network System

Intent

The intent of this contract is to provide a complete and operational IT Network serving the City of La Vergne Public Works & Community Development Services Building. Plans are provided for the IT Network. The following information is to assist bidders:

Included Within This Contract

This contract includes: All wiring, cables, hangers, equipment, devices, data jacks, face plates, connectors, splice kits, patch panels, racks, cabinets, and installation required for a complete and functioning IT Network System.

This contract does NOT include:

- Intruder Detection System (IDS)
- Access Control System (ACS)
- Closed-Circuit Television System (CCTV)
- Fire Alarm System

Electrical Rough-In

The 4" conduits shown on drawing T001 will be installed by others and are not in this contract.

Wall boxes and conduit to directly up to above the immediate wall in which the box is placed will be installed by others and is not in this contract.

All other rough-in work required for this installation including J-hooks, any additional required conduit, cable trays, associated accessories are included in this contract.

Conductors, Cables, Fiber-optic Cables, and Wiring

The provision and installation of all conductors, cabling, fiber-optic cabling, wiring and necessary terminations for the IT Network system are included in this contract.

Excluded from this contract are the terminations into the network switches which will be done by the city.

Ancillary Materials

The provision and installation of all wiring, cabling, devices, other equipment, and terminations necessary for complete and operable IT Network system

Penetration of Fire-Rated Walls

All penetrations made in fire-rated walls will be sealed in such a manner that the fire rating of the wall system is maintained.

Network Switches

Network switches will be supplied and installed by the City and is not in this contract.

Penetrations of Fire-Rated Walls

All penetrations of fire-rated walls shall be made with seals that maintain the fire-rating of the wall system. Installation of all items necessary are within this contract.

Combination of IT Network System and ACS/CCTV System Contracts

Bidders are invited to bid on both the IT Network System and the ACS/CCTV system contracts. If a deduct will be offered for being awarded both contracts, please make that clear in the proposal.

For complete specifications and drawings, please contact Gary Lide, PE, City Engineer, City of La Vergne, by Phone: 615-287-8703 or Email: glide@lavergn.net.

SCOPE OF WORK
ADDENDA INCLUDED IN CONTRACT

Bidder Questions and Answers

Question Number	Question	Answer	Status
1	Are reflective ceiling drawings available?	Yes. They are attached to this e-mail.	Answer previously sent
2	Is Plenum-Rated Cabling required for this project?	No. Cable must be at least riser-rated.	Answer previously sent
3	Is there a drawing that shows the desired layout of the IT room available?	No. However, the power drawing for the IT area is attached which should provide some additional information.	Answer previously sent
4	Who will be providing the door locking hardware and is there a door schedule available?	Door frames will be in place prior to installation of electric strikes and therefore they are not pre-fabricated for electric strikes. Installation will include any modifications to make the electric strike to work with the existing doorframe. Maglocks are part of the access control contract described in RFP #2024-01. Mechanical mortise locks will be provided by the general contractor of the building - Baron Construction LLC. Door schedule is provided with Addenda 01.	Answer REVISED with Addenda 01
5	CCTV-Are there any preferred Head End Recording brands?	GeoVision or Honeywell HN35 series or Exacqvision are existing in other city buildings but not mandatory	Addenda 01
6	CCTV-Are there any preferred camera models, form factor, camera resolution?	Dome cameras for indoor (PTZ not required). Bullet cameras for outdoors.	Addenda 01
7	CCTV-Mounting hardware for cameras.	The city has no preference.	Addenda 01
8	CCTV-Where will the headend be located?	Please see sheet T001. This shows that there are three switchrooms (rooms A109, F230, and C130) which feed to the data center (Room B138). Final Headend will be in Room B138 but it is up to Contractor to determine how to route to this Headend via the switchrooms. Exterior cameras do not have data conduits available and wireless transmitters and receivers should be provided.	Addenda 01
9	CCTV-Recording parameters? Frames Per Second, video storage days?	a. 40 TB min. internal storage b. 30 fps at 2688x1520 or better	Addenda 01
10	CCTV-Who's providing the workstation(s), and how many users will be needing access?	Bidder to provide one workstation and network access for unlimited users.	Addenda 01

Question Number	Question	Answer	Status
11	CCTV-Will the conduit be provided by others?	Conduit as shown on previously provided plans will be by others. J-hooks, additional cable tray (if needed), etc. is part of this contract.	Addenda 01
12	CCTV-Drawings with markups and legend available?	All of the CCTV drawings which are available have been provided. If you have not received drawing numbers T001 and T402 through T407, please e-mail Gary Lide at glide@laverghnetn.gov to be sent another set.	Addenda 01
13	ACS-Confirm if the MAXPRO Access system from Honeywell is preferred.	The system is proposed to be hard-wired to the city network. It is not cloud-based. It is to work with Honeywell WIN-PAK.	Addenda 01
14	ACS-If other than Maxpro, does Contractor need to provide the WIN-PAK Software?	The City presently runs WIN-PAK. However, any additional software necessary to make the system shown herein operate with the existing WIN-PAK system must be provided by the contractor.	Addenda 01
15	ACS-Where is the Headend location?	Please see sheet T001. This shows that there are three switchrooms (rooms A109, F230, and C130) which feed to the data center (Room B138). Final Headend will be in Room B138 but it is up to Contractor to determine how to route to this Headend via the switchrooms.	Addenda 01
16	ACS-Does contractor need to provide a Workstation or Server?	Yes.	Addenda 01
17	ACS-Are there any specific requirements or preferences for the readers, REX motion sensors, PREX buttons, and door contacts?	No	Addenda 01
18	ACS-Do we need to provide card credentials? If so, can you provide card information and qty.?	The city prefers to program the cards (or fobs) ourselves. The system needs to have the capability to do that and unit price for cards or fobs should be provided.	Addenda 01
19	ACS-Are there specific requirements for the cabling?	Riser-rated.	Addenda 01
20	ACS-Is there a door schedule available?	Sheets A700 and A701 and A100 through A107 are provided with Addenda 01. See attached.	Addenda 01

Question Number	Question	Answer	Status
21	ACS-Does contractor have to provide the locking hardware for all the doors?	Door frames will be in place prior to installation of electric strikes and therefore they are not pre-fabricated for electric strikes. Installation will include any modifications to make the electric strike to work with the existing doorframe. Maglocks are part of the access control contract described in RFP #2024-01. Mechanical mortise locks will be provided by the general contractor of the building - Baron Construction LLC.	Addenda 01
22	Can the customer provide the quantities for the readers, REX motion sensors, PREX buttons, locks, electric strikes, maglocks, lock cylinders, keys, pedestals, & windshield tags?	200 keys (fobs) + 50 windshield tags	Addenda 01
23	Can the customer provide the quantities for CCTV cameras?	Exterior (Building-mounted) - 20 cameras Exterior (pole-mounted) - 7 cameras Interior - 20 cameras	Updated with Addenda 2
24	The attached plans are currently unavailable as a document, can the customer provide any mapping documents?	If you have been unable to read any of the plans provided, send a request to glide@lavernetn.gov and he will send them again.	Addenda 01
25	I was wondering if you have any site visits planned for this RFP?	To schedule a site visit, contact Gary Lide @ 615-287-8703 or Keith Dorris @ 615-405-5509.	Addenda 01
26	CCTV-No manufacturer or VMS is specified for the camera system. Is a particular camera system required or is this at vendor's discretion?	At vendor's discretion. The city has used GeoVision and Honeywell in the past. Dome cameras for indoor (PTZ not required). Bullet cameras for outdoors.	Addenda 01
27	CCTV-What are storage retention requirements?	40 TB min. internal storage	Addenda 01
28	ACS-Please provide the Division 8 door hardware schedule	This has been provided in Addenda 01 (see e-mails)	Addenda 01
29	ACS-Please provide Architectural drawings with door numbers that correspond to the Door Hardware schedule	This has been provided in Addenda 01 (see e-mails)	Addenda 01
30	ACS-Are there any credentials or badging requirements as part of this RFP? If so, please list credential type and quantity and badge workstation/badge printer requirements.	Unlabeled fob. Ability to program.	Addenda 01
31	Cabling-Is the requirement for horizontal cabling to be Category 6 or 6A?	CAT6A	Addenda 01

Question Number	Question	Answer	Status
32	Cabling-What is the desired fiber optic cabling type? Singlemode, multimode, hybrid and strand counts required between MDF and IDFs?	Multimode between switches, 6 strands (min.) 12 strands (preferred). 50 μ OM4 LC connectors	Addenda 01
33	Cabling-Racks for network closets - should these be 2 post or 4 post and how many in each IDF?	4-post with cable management is acceptable. One per closet. One of the closets is too small for a floor rack and requires a wall-mounted rack.	Addenda 01
34	It appears that 8 Data racks/cabinets are required and a overhead cable tray for the data center. Normally this would be on the Data Cabling contractor scope to provide and install. Please verify that we are to include in our bid to outfit this room.	4 data racks/cabinets and sufficient cable tray for the four racks.	Addenda 01
35	Is fiber or Cat6 cable required from cabinet to cabinet within this room?	CAT6A	Addenda 01
36	Are we to include patch cords for the cables that are installed?	Not required.	Addenda 01
37	Should additional cables and dataports be provided in the cubicle area of Room F213 since there are more cubicle desks shown than the present number of cables and dataports can support.	Please bid the cable and dataports in Room F213 as per the original drawings provided.	Addenda 01
38	On the access control, does it have to be straight Honeywell WIN-PAK, or will you accept an integration with Genetec and Honeywell?	It must be compatible with Honeywell WIN-PAK which is the city's base system. If another system can be integrated to report properly to WIN-PAK, then that will be acceptable.	Addenda 01
39	Can you please tell me when this will be awarded?	Target date for award is 07 August 2024. Based on the status of the building construction, notice to proceed may be given at a later date. The latest likely date for NTP would be 23 September 2024.	Addenda 01
40	I did not see how many days the project has before liquidated damages start. Do you have that information?	100 calendar days. Please submit a follow-up question if you do not believe that this schedule is achievable.	Addenda 01
41	Typically, cameras are set to record at 7 to 10 fps which is enough to see an object in motion. Do you know if 30fps recordings are required? Please, keep in mind that this will also lower the storage requirements which have a direct impact on the cost as well.	Use 30 fps	Addenda 02

Question Number	Question	Answer	Status
42	There are some discrepancies between the answered questions and the drawings regarding the camera quantities. For example, the answers state that there are 19 external building-mounted cameras whereas the drawings show 11. There are 49 cameras on the drawings, but the answer sheet's lump sum is 44.	Please find attached the drawings with each camera called out and numbered. There is a slight change as follows: Exterior Bldg Mount = 20 Exterior Pole Mount = 7 Interior = 20	Addenda 02

CONTRACTOR'S PROPOSAL – ACCESS CONTROL AND CLOSED-CIRCUIT TELEVISION SYSTEMS

(Please note that any contract requirements or terms and conditions noted within the Contractor's Proposal which conflict with the Contract or Terms and Conditions provided at the beginning of this document—prepared by The City- are null and void. The contract requirements and terms and conditions prepared by The City hold priority)



**TURNER
SECURITY**

Powered By



Access Control and Closed Circuit Televiosn Systems- Public Works

A PROPOSAL FOR

City of LaVergne Public Works- Glenn Green

ggreen1@laverghnetn.gov
(615) 793-7925

148 International Boulevard
La Vergne, TN 37086

PREPARED BY CLARE CAROLEO

Turner Security Powered by TechCore

About Us

Security Services

- **Alarm (Intrusion Detection) Systems** (Installation and Central Station Monitoring)
- **Access Control Systems** (Wired/Wireless, Hosted and Server Based)
- **Video Surveillance Systems** (Analog and IP) Central Station Monitored Video, Video Cloud Backup
- **Fire Systems** (Installation, Central Station Monitoring and Inspections)
- **Video Intercom Systems**
- **Telephone Entry Systems**
- **SEaaS (Security Equipment as a Service)**

IT Services

- **Server Hardware** (Design, Installation and Service)
- **Networking** (Wired and Wireless, Firewalls, Routing)
- **Virus Protection**
- **Remote and Onsite Managed Service**
- **VoIP Hosted IP Phones**

License

Chattanooga: 0319

Nashville: 1998

Georgia: LA-3074

Project Description

Gary Lide - 615 971-4069

Turner Security powered by TechCore will install a Honeywell Access Control System at the new Public Works Building.

Access Panels (8) Four Door Panels will be installed in the IT Data Centers located in Area B as outlined on page A103 on the drawings dated 1/22/23.

Turner will run 18/4 and 22/6 wiring from the Access Panel location to each Door of Access Control.

There will be a total of (31) Doors and (1) Gate of Access Control.

This wiring will be pre-wired during construction and devices will be trimmed out during final phase of construction. Customer and or General Contractor to inform Turner of Construction Schedule during project. All work will be performed by Turner Security employees.

Turner will provide, install and program each Door of Access.

Conduit, junction boxes and wire paths to be provided by others.

Included are 8 boxes of (25 each) of KeyFobs

I have included cost for (1) fire rated wall penetration. If more are required they will be added at \$1297.58 plus (1) hour of labor.

Area A, page E402

Turner will install (3) Doors of Access. Each door of Access will include (1) Electrified Strike and (1) Proximity Reader.

Area B, page E403

Turner will install (13) Electrified Strikes, (2) Double Maglocks, (1) Single Maglock (16) Proximity Readers, (2) Request to exit Motions and (2) Request to exit Buttons.

Area C, page E404

Turner will install (6) Electrified Strikes, (2) Double Maglocks, (9) Proximity Readers (2) Request to exit Motions and (2) Request to exit Button.

We will install the Elevator Proximity Reader on the first floor beside the Elevator Call Button. Power will be broken to Elevator Call Button until an approved credential is recognized.

Area F, page E407

Turner will install (1) Electrified Strike and (1) Proximity Reader

Gate Area, page C201

Turner will install (1) Proximity Reader, (1) Long Range RFID Reader on (1) Pedestal Mount at the Access Gate.

Turner has provided (50) Windshield tags to permit access for city vehicles.

Others to provide Conduit to Gate location and concrete footing for pedestal mount.

We recommend that Storeroom style lever door hardware or mechanical crash bars be used on each of the doors that utilize an electrified strike so that the Access Control System can not be defeated by leaving a door handle unlocked.

Included in this proposal are changes for Adeendums 01,02,03

All installation and programming is included.

Plans attached

[LaVergne PW and](#) 

[CDS Drawings 012223 Electrical System Plans.pdf](#) 

[LaVergne PW and CDS Drawings 012223 Civil Site Plan.pdf](#) 

If both Proposals 10841 and 11953 are awarded, Turner Security will apply an additional \$7,000 customer discount

Please read and understand all exclusions provided below. Any additions to this SOW shall be at an additional cost or provided by others.

This proposal is not guaranteed to be NDAA Section 889 compliant. Should your business require such compliance please inform us prior to accepting this proposal so that we may ensure a compliant solution.

Typical Repayment Terms are 50% mobilization upon approval and 50% upon completion unless otherwise mutually agreed upon in writing prior to scheduling.

The Client and Turner will mutually agree upon the exact placement of all devices during walk through of the project prior to installation.

Lead Time - 2-4 weeks from time of contract approval and processing of mobilization payment.

Unless specifically noted otherwise in this proposal, this proposal excludes the following:

- Painting, Patching or Repairs
- Removal of existing cabling
- Permits or Inspections
- 120 volt power requirements where needed to support security, access control system, Fire System and/or CCTV system.
- All work (warranty or new install) shall be performed Monday through Friday, 8:00am to 5:00pm
- Removing doors/ frames/ mullions
- Any traffic barriers or traffic control
- Any Trenching, backfill and/or compaction
- Any fire alarm disconnect relay, fire alarm device or additional equipment required to meet applicable local codes
- Any electrical (High Voltage) work
- Any conduits, raceways, or AC power
- Any required lighting needed for proper operation of CCTV cameras
- Any keyways or key cylinders for locking hardware provided by Turner Security
- Any client computers/servers or associated computer equipment or racking
- Any network switches and/or routers
- Client network connectivity (any subsequent downtime, in excess of 1 hour, as a result of network related issues shall be documented and billed as a change order at standard labor rates)

- Any VPN network connection needed for communication to Server
- Any licensing as required for connection, programming or software updates

Additional requirements:

- Any existing cabling or equipment that is to be reused for the new system has not been tested for operation, compatibility or reliability and therefore any repair, replacement or adjustment will be at an additional cost.
- Any door that is not working properly will need to be repaired or replaced prior to work proceeding. Additional time and materials charges may apply.
- Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to Turner employees
- Customer will ensure that No area in which Turner Security is installing equipment is considered or classified as hazardous or explosive

Consultant - Buddy Harris

Areas & Items

Access Control

Items		Sell Price	Qty	Total
	Honeywell MPA4 Honeywell MPA2C3-4 All-In Smart Access Control Panel Only, 4-Door Licensed	\$1,700.00	x8	\$13,600.00
	Schlage MT15 MULTI-TECHNOLOGY- SINGLE GANG BLACK	\$362.11	x32	\$11,587.52
	Honeywell 0-000-361-01 Request to Exit Motion	\$115.49	x5	\$577.45
	Assa Abloy 800010403 (Aperio) 8000 COMPLETE - 801/801A FP	\$234.67	x24	\$5,632.08
	Alarm Controls 1200D 1200LB DOUBLE DOOR MAG LOCK	\$489.94	x4	\$1,959.76
	Alarm Controls AC1200S 1200LB SINGLE MAGLOCK	\$220.42	x1	\$220.42
	Dormakaba Usa, 910TC Inc Request to Exit Button	\$139.57	x5	\$697.85
	Geovision 520-RU9003-000 GV-RU9003 READER LONG RANGE RE	\$983.41	x1	\$983.41

Items		Sell Price	Qty	Total
	Altronix LPS3C12X ALTX 12VDC/2.5A CAB/CMLK/XFMR	\$289.26	x1	\$289.26
	Geovision GV-UHF Geovision GV-UHF Tag GV-RU9003 UHF Tag, 1pcs	\$2.00	x50	\$100.00
	Cypress Computer System CVX-OPTW OPTO ISOLATOR CONVERTER	\$190.38	x1	\$190.38
	Pedestal Pro 72-9C-D 72" DL PDSTL,PAD MNT,STL,BLK	\$569.58	x1	\$569.58
	Honeywell 22061109 22/6 STR OAS CMR 1M BX GRY	\$238.29	x6	\$1,429.74
	Honeywell 22061109 22/6 STR OAS CMR 1M BX GRY	\$255.04	x6	\$1,530.24
	Altronix AL600ULM AL600ULX W/MOM5 INTRFCE INSTLD	\$419.20	x1	\$419.20
	Ultratech IM-1272F1 12v 7ah Sla Battery F1	\$18.30	x1	\$18.30
	Specified Technology EZDP433GK EZ 4GANG PLATE W/ DEVICES PER FIRE RATED WALL PENETRATION	\$1,297.58	x1	\$1,297.58
	Schlage 679-05HM Single Pole, Double Throw for metal Door and Frame.	\$127.25	x34	\$4,326.50

Items		Sell Price	Qty	Total
 Dormakaba Usa, PSK-3-H Inc RCI PROX FOB 25PK <i>1 BOX CONSISTS OF 25</i>		\$203.12	x8	\$1,624.96
 Labor Installation Labor				
 Labor Trip Charge				
 Labor Programming and/or End User Training				
 Labor Engineering, Design and/or Project Management				

Access Control Total : \$81,749.23

Closed Circuit Televison System

Turner Security powered by TechCore will install a Honeywell IP Camera System at the new LaVergne Public Works Building.

Turner will install (3) Sixteen Channel Fourteen Terabyte Network Video Recorders in the IT Data Center.

Turner will run Cat5e from the IT Data Center to each of the Camera Locations outlined in the Electrical Drawings Dated 1/22/23.

Cat5e will be prewired during construction and the Video Equipment will be trimmed out during the final phase of construction.

Turner will provide POE Switches to accommodate the remote cameras in the parking lot and sheds.

Remote Cameras will have video sent wirelessly from Wireless Access Point transmitters back to Wireless Access Point Receivers mounted on the facility.

All 27 outdoor cameras will have surge protection

We are providing an articulating manlift for exterior cameras

This proposal includes all equipment, installation and programming.

Any Conduit, junction boxes and wire paths are to be provided by others.

Area A, page E402

Turner will install (3) HC35W45R3 Dome Cameras and (4) HC35WB5R3 Bullet Cameras with Back Boxes.

Area B, page E403

Turner will install (2) HC35W45R3 Dome Cameras and (5) HC35WB5R3 Bullet Cameras with Back Boxes

Area C, page E404

Turner will install (11) HC35W45R3 Dome Cameras and (3) HC35WB5R3 Bullet Cameras with Back Boxes

Area E, page E406

Turner will install (1) HC35W45R3 Dome Camera

Area F, page E407

Turner will install (3) HC35W45R3 Dome Cameras

All of the above Cameras will wire directly back to the IT Data Centers and into an open port of a Network Video Recorder.

Turner Security will install Cameras on each of the light poles as outlined on page E001 of the Drawings dated 1/22/23.

Each of the (7) Light Poles will require (1) HC35WB5R3 Bullet Camera (1) Weatherproof Enclosure, (1) POE Switch and either (1) or a pair of Wireless Access Points.

Turner will install (8) HC35WB5R3 Bullet Cameras with Back Boxes on the corners of both "Sheds" as outlined on page E001 of the Drawings dated 1/22/23. Each Shed will require (2) Wireless Access Points.

Others are to provide 120vac Constant Power to each Enclosure at each Light Pole and each Shed.

All (15) of these Cameras will wire back to (1) Twenty Four Port POE Switch that resides with the Network Video Recorders

Approximate locations are marked on the Landscape Plan and Notes page L101 on Drawings dated 1/22/23.

LaVergne PW and CDS Drawings 012223 Electrical System Plans.pdf

Items	Sell Price	Qty	Total
 Honeywell HN35160200C Honeywell HN35160200C 35 Series 4K 16-Channel H.265/H.264 NVR with PoE, 2HD, NDAA Compliant this includes part# WD40PURZ	\$1,292.78	x3	\$3,878.34
 Western Digital WD-WD142PURP Western Digital WD Purple Pro Surveillance 14TB Hard Drive	\$558.11	x3	\$1,674.33
 Honeywell HC35W45R3 S35 FXD RUGGED DOME,POE,5MP	\$301.60	x20	\$6,032.00

Items	Sell Price	Qty	Total
 Honeywell HC35WB5R3 S35 FIXED BULLET, POE, 5MP	\$306.40	x27	\$8,272.80
 Honeywell HA60JCBH1 35 and 60 Series MiniDome JBox	\$100.00	x27	\$2,700.00
 Ditek Corp DTK-MRJPOEX OUTDOOR POE SURGE PROTECTION	\$86.38	x27	\$2,332.26
 Four Star 20688AB Cat6A Cable- Black - 1,000 ft	\$352.00	x9	\$3,168.00
 Altelix NF100806A1 Altelix 10x8x6 Fiberglass Weatherproof NEMA Enclosure with Aluminum Mounting Plate & 120 VAC Outlets	\$433.86	x9	\$3,904.74
 Engenius EWS2910P EnGenius Wireless Management Switch	\$180.38	x9	\$1,623.42
 Engenius EWS7928FP-FIT EnGenius Technologies EWS7928FP-FIT Fit 24-Port 410W PoE+ Switch	\$570.10	x1	\$570.10
 Engenius EnStation5-AC 5GHz Outdoor Wireless Bridge	\$128.94	x15	\$1,934.10
 Labor Installation Labor			
 Labor Programming and/or End User Training			



Labor Trip Charge



Labor Engineering, Design and/or Project Management



Labor 30' Articulating Man Lift Rental Delivery and Pickup

Closed Circuit Television System Total : \$74,455.09

Financial Summary

Subtotal	\$156,204.32
Proposal Total	\$156,204.32

Payment Schedule

All Proposals require 50% upfront mobilization payment prior to scheduling and ordering of parts.

Billing Contact Info : (if different from Site info)

Full Service Customer Protection Plans are available. Please inform your Consultant should you wish to *OPT IN to our CPP* and they will provide pricing.

Any applicable Sales Tax and/or Shipping Costs will be added Upon Invoice. Sales Exemption Form for Resale or Not for Profit must be submitted to accounting prior to final invoice.

Project Terms

Your satisfaction is important to us, and we plan to exceed your expectations! All equipment is warranted by the manufacturers for one year from the installation date. If service is required, we will be happy to provide you with excellent service for your system. Turner Security assumes no responsibility for damages, either direct or consequential, that may result from accidents associated with the design, installation, and operation of the equipment listed herein. Prices contained in this proposal are valid for 30 days from the date of the proposal. Any changes to this proposal will be submitted in writing for approval. By accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing by Turner Security.

1. Charges. In consideration of the Equipment and Services provided hereunder, you promise to pay Turner Security. The equipment charges and Service Charges, any activation or other fees, plus applicable taxes, in accordance with the Payment Terms set forth above. Payment of the Equipment Charges is a precondition to the activation of your Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten days past due, which shall be the lesser of \$5.00 or the highest amount permitted by law. We may impose returned check charges of the greater of \$25.00 or %5 of the amount of the returned check.

2. Additional Charges. Additionally, you agree to pay, or reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to your equipment or our services, other than taxes assessed on our net income. You further agree to pay (a) all telecommunications charges for area code, telephone number or other changes, (b) our then-current charge for reprogramming your equipment to comply with any area code, telephone numbering or other changes, (c) any increases in our cost for facilities used for transmitting alarm signals under the Contract and (d) our charges resulting from services we may add to continue to provide the services to you necessitated by police, fire or other emergency verification requirements. In addition, you shall be responsible for any modifications to your Equipment necessitated by changes in standards and regulations of governmental or regulatory authorities, including but not limited to the Federal Communications Commission ("FCC"), any state Fire Marshall, the National Fire Protection Association, underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your premises which is due to you or your agents, employees or invitees failure to follow operation instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of your Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

3. Installation and Sale.

a. Installation. The equipment indicated in this document will be installed in the Premises. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) the installation may require drilling into various parts of your Premises; (3) You will provide 110 AC electrical outlets for power equipment in locations designated by the installer, (4) There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within five (5) days after installation is complete, inspect your System and notify us in wiring of any problems. Otherwise you will be deemed conclusively to have accepted our System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will not pose any danger to installation personnel. In no event shall we be liable for the discovery or removal of Hazardous Materials. Turner Security shall not be responsible for securing the Premises during the period of installation.

b. Direct Sale. You will own the Equipment we install in your Premises (such Equipment is referred to collectively as the "System"), when you completely pay the purchase price described on the front page of this document.

c. Conversion of Existing System. If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your non-functioning existing equipment to provide our services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis. We do not warrant equipment we do not install.

d. Risk of Loss. Turner Security is not liable or responsible for any damage to our Equipment, or any loss of or casualty to the Equipment from any cause beyond our control.

4. Termination of Services; Default. (a) We may, at any time, terminate this Contract and the Services at our option without liability or notice to you if: (1) Our monitoring center, equipment or facilities, or

the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Center or between our Center and Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of your System; (4) your System generates excessive false alarms due to circumstances beyond our control; (5) you or your personnel fail to follow our recommendations to repair or replace any defective parts of your System not covered under the Limited Warranty, or to follow operating instructions for or tamper with your System; or (6) For any reason in our discretion upon thirty (30) days prior notice to you. If we terminate for any of these reasons states, we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of such termination. (b) In addition, you shall be in breach, and we may at our option terminate this contract, and exercise our remedies for the payment of all sums due if: (1) You fail to pay any Charges or other monies due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue, (3) you breach any warranty contained herein or in any other agreement you have with us, or (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us when same is due, and such failure continues for thirty (30) days after we provide written notice to you ; (5) You deny us reasonable access to the Systems located in any of your Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate on delinquent amounts. You agree to pay all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Contract, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default under this Contract shall also be a default under any other contract or agreement between you and us. 5. Representations and Warranties. You represent and warrant that you (a) requested the Equipment and Services specified in this Contract for use in a commercial purposes and not for personal, family or household purposes, or for or on behalf of a third party, (b) own the Premises or otherwise have the authority to authorize us to install such equipment in the Premises, and (c) will comply with all laws, codes, and regulations pertaining to your System or our Services. 6. We are Not an Insurer. YOU AGREE THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 9(A) BELOW: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE CHARGERS ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED, AS SUCH (I) YOU AGREE THAT THE LIMITES ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 7, YOU WILL WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING SUBROGATION, THAT YOU, ANY INSURER, OR OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS INCUR. 7. Indemnity; Limitation of Liability. a. Indemnity. We will hold you, your officers, directors, agents and employees harmless from any claim, demand, losses, damages, injuries, (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Turner Security, its agents or employees, during and within the scope of employment of such persons only while present at the Premises; provided, however, that the terms of this paragraph 7(a) shall not apply, and we shall not in any event be liable for Losses arising out of, resulting from or in any way due to attributable to the condition, non-function, malfunction, faulty design, faulty installation, or failure in any respect of the System or Services to operate or perform as intended, (herein, "Failure Events"), regardless of whether such Fail Events arise out of the negligent acts or omissions of Turner Security, its agents of employees. Any liability of Turner Security for Failure events for Losses arising out of Failure Events is strictly limited pursuant to paragraph 7(b). b. Liability for Alarm Failure Events. Neither we nor any person or entity affiliated with us shall be liable for any Losses arising directly or indirectly from an Alarm Failure Event. We do not provide architectural, engineering, or professional design services. If you desire or require such services, you must engage a licensed design professional to perform the design services and then provide us with any and all necessary plans, specifications, or shop drawings necessary for us to complete the installation of your System. We install Equipment according to the local codes and ordinances (where applicable) and according to your particular needs or preferences. We are not liable under any circumstances for the adequacy of the performance or design or design criteria established by you, your design professional, or local code requirements. If, notwithstanding the provisions of this paragraph 9(b), we or any person or entity affiliated with us, are determined to be responsible for any Losses arising from Alarm Failure Events, your claims against us, shall be limited to the greater of (i) \$1,000, or (ii) the purchase price you paid for the Equipment, as liquidated damages and not as a penalty. This amount is your sole and exclusive remedy for an Alarm Failure Event, even if caused by Turner Security's negligence or that of our affiliates or our respective employees or agents breach of this Contract, strict liability, failure to comply with any applicable law, or other fault. You agree that were we to have liability greater than that stated above, we would not provide the System or Services. c. Damages. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES. 8. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from our Services or you System, you agree to defend and hold us, completely harmless from any such actions, including all damages, expenses, costs and

attorney's fees we incur. This indemnification shall apply even if such arise from our negligence, breach of this Contract, strict liability, noncompliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above. 9. Legal Actions. No claim or legal action any party may have arising out of this Contract, your System or our Services (whether based on contract, negligence or otherwise) may be brought more than one year after the date the cause of action for such claim accrued. 10. Customer Duties. You must (a) instruct all persons who use the System on its proper use; (b) notify us immediately if a problem in your System occurs; (c) obtain and keep in effect all permits and licenses that may be required for the installation and operation of your System; (d) pay all usage fees imposed by any governmental authority in connection with your System; (e) provide us a complete Subscriber Sheet so we may call your designated contacts in the event we reasonable believe there is an emergency at your "Premises; (f) provide us any other emergency information we may request, and (g) promptly update us in writing with any changes to your Subscriber Sheet. Your failure to perform under this paragraph is a marital breach of this Contract. You agree that we may provide the information on the Subscriber Sheet to any governmental authority having jurisdiction over us or your System. 11. Services. a. Monitoring Services. If you have subscribed to Monitoring we shall program the alarm system to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from your System (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"). And the first person designated on your Subscriber Sheet. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restriction on their dispatch of ERP's in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Subscriber Sheet. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such services. In addition, we are subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in your System's communication with our Central Station. 12. Limited Warranty. Subject to the limitation and exclusions set forth below, during the first one (1) year after installation, we will at our cost, repair or, at our option, replace any defective part of the equipment we install, including wiring (but not including disposable items such as batteries, and not including repairs needed to exterior mounted devices), and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this paragraph are for you benefit only, and may not be enforced by any other person. The laws of your state may give you additional rights than those described herein. a. Limitations on our Warranty and Service Obligations. We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, WE MAY REQUIRE YOU TO PAY ADDITIONAL SERVICE FEES. Our limited warranty shall not apply to disposable items such as batteries, or exterior mounted devices, or if we determine that any of the following conditions caused the need for service (a) damage resulting from storms, natural disasters, accidents, acts of God, lightning strikes, riots, floods, terrorism or any causes beyond Turner Security's control. (b) your failure to provide ordinary maintenance and wear and tear to your System or its components or you permit anyone other than our authorized representative to perform service on your System; (c) physical alterations to your premises or to your System made at your request, or made necessary by damage to your Premises or your System; or (d) any of the reasons described in the paragraph above. Charges for non-covered repairs will be at our current labor and material rates, including minimum visit charge. b. OTHER THAN THE LIMITED WARRANTY, WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND, WITH RESPECT TO THE SERVICES WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT, INCLUDING ANY IMPLIED WARRANTY OR MECHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. 13. Delays. We shall have no liability for delays in installation of the equipment or for the consequences thereof, however caused, or for interruptions of service or for the consequences thereof due to strikes, riots, floods, acts of God, terrorism or any causes beyond the control of Turner Security. Turner Security will not be required to provide service or substitute services to you while interruption of service due to any such cause shall continue. 14. Assignment. You may not assign this Contract without the prior written consent of Turner Security and any purported assignment of the Contract shall be void. We may assign this agreement or subcontract any or all of our obligations under this Contract without your consent and without notice to you. This Contract and particularly paragraphs 6 and 7 shall apply to the work and services our assignees or subcontractors provide, and shall apply to them and protect our assignees and subcontractors in the same manner it applies to and protects us. 15. Severability. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 16. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, or between you and the Turner Security Parties, including any claim or dispute relating to this Contract, any of your Premises, any other contract you have or had with us, your System(s), our Services, or the Charges due hereunder or under any other contract (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as representative or member of a class or in a private attorney general capacity. The Filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration

provision. 17. Entire Contract, Survival. This Contract is the entire agreement between you and us, and supersedes all previous contracts between you and us regarding our services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this contract. The terms and conditions of this contract shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms. The provisions of paragraph 6, 7, 8, 9, and 14 shall survive the termination of this Contract and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, or any sale by us of your Account.

CONTRACTOR'S PROPOSAL – IT NETWORK WIRING

(Please note that any contract requirements or terms and conditions noted within the Contractor's Proposal which conflict with the Contract or Terms and Conditions provided at the beginning of this document—prepared by The City- are null and void. The contract requirements and terms and conditions prepared by The City hold priority)



**TURNER
SECURITY**

Powered By



IT Network System

A PROPOSAL FOR

City of LaVergne Public Works- Glenn Green

ggreen1@lavergetn.gov
(615) 793-7925

1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

PREPARED BY BUDDY HARRIS

Turner Security Powered by TechCore

About Us

Security Services

- **Alarm (Intrusion Detection) Systems** (Installation and Central Station Monitoring)
- **Access Control Systems** (Wired/Wireless, Hosted and Server Based)
- **Video Surveillance Systems** (Analog and IP) Central Station Monitored Video, Video Cloud Backup
- **Fire Systems** (Installation, Central Station Monitoring and Inspections)
- **Video Intercom Systems**
- **Telephone Entry Systems**
- **SEaaS (Security Equipment as a Service)**

IT Services

- **Server Hardware** (Design, Installation and Service)
- **Networking** (Wired and Wireless, Firewalls, Routing)
- **Virus Protection**
- **Remote and Onsite Managed Service**
- **VoIP Hosted IP Phones**

License

Chattanooga: 0319

Nashville: 1998

Georgia: LA-3074

Project Description

Turner Security powered by TechCore will install a total of 189 Cat6a Double Data Drops in the new Public Works Building. The counts are as follows from the drawings marked job no 2110 dated 1.22.23

Area A 16 Double Data Drops will terminate in IT Room located in Area A

Area B 65 Double Data Drops will terminate in IT Room located in Area E

Area C 42 Double Data Drops will terminate in IT Room located in Area C

Area F 66 Double Data Drops will terminate in IT Room located in Area F

Areas D and E show no Drops.

Turner will install each drop at locations shown on drawings.

We will install J hook Trees with four 4" J hooks and run Cat5e along suggested pathways marked on drawings.

Others to provide conduit and junction boxes.

Turner will install (3) Standing Racks, one in each of the IT Rooms and (1) Wall Mounted Rack in the IT Closet.

Customers electrician to provide grounding.

We will install (20) Cat6a 48 Port Patch Panels 6 each in Area B and F IT Rooms and 4 each in area B and C

Others to provide and install POE Network Switches.

We are providing a scissor lift to run in tall areas for IT networking.

Included in this proposal are changes for Adeendums 01,02,03

If both Proposals 10841 and 11953 are awarded, Turner Security will apply an additional \$7,000 customer discount

Please read and understand all exclusions provided below. Any additions to this SOW shall be at an additional cost or provided by others.

This proposal is not guaranteed to be NDAA Section 889 compliant. Should your business require such compliance please inform us prior to accepting this proposal so that we may ensure a compliant solution.

Typical Repayment Terms are 50% mobilization upon approval and 50% upon completion unless otherwise mutually agreed upon in writing prior to scheduling.

The Client and Turner will mutually agree upon the exact placement of all devices during walk through of the project prior to installation.

Lead Time - 2-4 weeks from time of contract approval and processing of mobilization payment.

Unless specifically noted otherwise in this proposal, this proposal excludes the following:

- Painting, Patching or Repairs
- Removal of existing cabling
- Permits or Inspections
- 120 volt power requirements where needed to support security, access control system, Fire System and/or CCTV system.
- All work (warranty or new install) shall be performed Monday through Friday, 8:00am to 5:00pm

- Removing doors/ frames/ mullions
- Any traffic barriers or traffic control
- Any Trenching, backfill and/or compaction
- Any fire alarm disconnect relay, fire alarm device or additional equipment required to meet applicable local codes
- Any electrical (High Voltage) work
- Any conduits, raceways, or AC power
- Any lifts or lift rentals
- Any required lighting needed for proper operation of CCTV cameras
- Any keyways or key cylinders for locking hardware provided by Turner Security
- Any client computers/servers or associated computer equipment or racking
- Any network switches and/or routers
- Client network connectivity (any subsequent downtime, in excess of 1 hour, as a result of network related issues shall be documented and billed as a change order at standard labor rates)
- Any VPN network connection needed for communication to Server
- Any licensing as required for connection, programming or software updates

Additional requirements:

- Any existing cabling or equipment that is to be reused for the new system has not been tested for operation, compatibility or reliability and therefore any repair, replacement or adjustment will be at an additional cost.
- Any door that is not working properly will need to be repaired or replaced prior to work proceeding. Additional time and materials charges may apply.
- Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to Turner employees
- Customer will ensure that No area in which Turner Security is installing equipment is considered or classified as hazardous or explosive

Consultant - Buddy Harris

Areas & Items

Data Drops

Items			Sell Price	Qty	Total
	WBox Technologies 2PORT SNG GNG FACEPLATE WH/2PK	FP2WH	\$4.62	x95	\$438.90
	WBox Technologies CAT6 KEYSTONE VRT 8P8C WH-10PK	C6KEYWH10	\$38.38	x19	\$729.22
	Four Star Cat6A Cable-Yellow	20688AY	\$352.00	x40	\$14,080.00
	nVent Thermal Management (Nuheat) Tree Mounting Bracket	CATHPTM	\$2.69	x200	\$538.00
	Erico CAT HP J-Hook With Multi-Function Clip <i>Packs of 25</i>	CAT64HP4Z34	\$25.58	x32	\$818.56
	Avarro AVARRO NX-CRS14U 14 Unit Modular Skeleton Rack	NX-CRS14U	\$319.98	x1	\$319.98
	APC 4 POST OPEN FRAME RACK SQ HOLE	AR203A	\$1,051.18	x3	\$3,153.54
	ICC (Int'l Connectors and Cable) PTCH PNL,CAT 6A,SHLDD,24P 1RMS	ICMPP246AS	\$409.23	x20	\$8,184.60

Items	Sell Price	Qty	Total
 Labor Installation Labor Tax Exempt			
 Labor Trip Charge Tax Exempt			
 Labor Engineering, Design and/or Project Management Tax Exempt			
 Labor 30' Articulating Man Lift Rental Delivery and Pickup			

Data Drops Total : \$67,162.80

Fiber

Turner Security powered by TechCore will run 12 strand OM4 Fiber Optic Cable in innerduct from each of the (3) IDF's back to the MDF located in area B138.

Items	Sell Price	Qty	Total
 ICC (Int'l Connectors and Cable) RACK ENCL.FIBER,3-PANEL,1 RMS ICFORE31RM	\$217.58	x4	\$870.32
 ICC (Int'l Connectors and Cable) ADPTR PNL,3 QD LC,12F,AQUA,MM ICFOPL16BG	\$20.16	x6	\$120.96
 ICC (Int'l Connectors and Cable) BLANK ADAPTER PANEL BLACK ICFOPB00BK	\$10.50	x6	\$63.00

Items		Sell Price	Qty	Total
	Four Star Wire F90506 Orange 1-1/2" Innerduct Riser PVC w/pulling tape	\$1.31	x500	\$655.00
	TRENDnet TEG-MGBSX SFP Multi-Mode LC Module (550m)	\$27.18	x6	\$163.08
	ICC (Int'l ICFOJ1G701 Connectors and Cable) JMPR,LC-LC,DPLX,50/125,10G 1M	\$12.80	x6	\$76.80
	Four Star FTNL412FLC-P-300 12 STR OM4 Fiber I/O with pulling eye	\$880.00	x1	\$880.00
	Four Star FTNL412FLC-P-50 12 STR OM4 Fiber I/O LC with pulling eye	\$344.00	x1	\$344.00
	Labor Installation Labor			
	Labor Trip Charge Tax Exempt			
	Labor Engineering, Design and/or Project Management Tax Exempt			

Fiber Total : \$9,008.16

Financial Summary

Subtotal	\$76,170.96
Proposal Total	\$76,170.96

Payment Schedule

All Proposals require 50% upfront mobilization payment prior to scheduling and ordering of parts.

Billing Contact Info : (if different from Site info)

Full Service Customer Protection Plans are available. Please inform your Consultant should you wish to *OPT IN to our CPP* and they will provide pricing.

Any applicable Sales Tax and/or Shipping Costs will be added Upon Invoice. Sales Exemption Form for Resale or Not for Profit must be submitted to accounting prior to final invoice.

PAYMENT SCHEDULE

Payment 1	50% of Proposal Total • \$38,085.48	Due Upon Acceptance
Payment 2	Outstanding Proposal Balance • \$38,085.48	Due Upon Job Completion

Project Terms

Your satisfaction is important to us, and we plan to exceed your expectations! All equipment is warranted by the manufacturers for one year from the installation date. If service is required, we will be happy to provide you with excellent service for your system. Turner Security assumes no responsibility for damages, either direct or consequential, that may result from accidents associated with the design, installation, and operation of the equipment listed herein. Prices contained in this proposal are valid for 30 days from the date of the proposal. Any changes to this proposal will be submitted in writing for approval. By accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing by Turner Security.

1. Charges. In consideration of the Equipment and Services provided hereunder, you promise to pay Turner Security. The equipment charges and Service Charges, any activation or other fees, plus applicable taxes, in accordance with the Payment Terms set forth above. Payment of the Equipment Charges is a precondition to the activation of your Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten days past due, which shall be the lesser of \$5.00 or the highest amount permitted by law. We may impose returned check charges of the greater of \$25.00 or %5 of the amount of the returned check.

2. Additional Charges. Additionally, you agree to pay, or reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to your equipment or our services, other than taxes assessed on our net income. You further agree to pay (a) all telecommunications charges for area code, telephone number or other changes, (b) our then-current charge for reprogramming your equipment to comply with any area code, telephone numbering or other changes, (c) any increases in our cost for facilities used for transmitting alarm signals under the Contract and (d) our charges resulting from services we may add to continue to provide the services to you necessitated by police, fire or other emergency verification requirements. In addition, you shall be responsible for any modifications to your Equipment necessitated by changes in standards and regulations of governmental or regulatory authorities, including but not limited to the Federal Communications Commission ("FCC"), any state Fire Marshall, the National Fire Protection Association, underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your premises which is due to you or your agents, employees or invitees failure to follow operation instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of your Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

3. Installation and Sale.

a. Installation. The equipment indicated in this document will be installed in the Premises. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) the installation may require drilling into various parts of your Premises; (3) You will provide 110 AC electrical outlets for power equipment in locations designated by the installer, (4) There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within five (5) days after installation is complete, inspect your System and notify us in writing of any problems. Otherwise you will be deemed conclusively to have accepted our System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will

not pose any danger to installation personnel. In no event shall we be liable for the discovery or removal of Hazardous Materials. Turner Security shall not be responsible for securing the Premises during the period of installation. b. Direct Sale. You will own the Equipment we install in your Premises (such Equipment is referred to collectively as the "System"), when you completely pay the purchase price described on the front page of this document. c. Conversion of Existing System. If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your non-functioning existing equipment to provide our services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis. We do not warrant equipment we do not install. d. Risk of Loss. Turner Security is not liable or responsible for any damage to our Equipment, or any loss of or casualty to the Equipment from any cause beyond our control. 4. Termination of Services; Default. (a) We may, at any time, terminate this Contract and the Services at our option without liability or notice to you if: (1) Our monitoring center, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Center or between our Center and Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of your System; (4) your System generates excessive false alarms due to circumstances beyond our control; (5) you or your personnel fail to follow our recommendations to repair or replace any defective parts of your System not covered under the Limited Warranty, or to follow operating instructions for or tamper with your System; or (6) For any reason in our discretion upon thirty (30) days prior notice to you. If we terminate for any of these reasons states, we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of such termination. (b) In addition, you shall be in breach, and we may at our option terminate this contract, and exercise our remedies for the payment of all sums due if: (1) You fail to pay any Charges or other monies due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue, (3) you breach any warranty contained herein or in any other agreement you have with us, or (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us when same is due, and such failure continues for thirty (30) days after we provide written notice to you ; (5) You deny us reasonable access to the Systems located in any of your Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate on delinquent amounts. You agree to pay all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Contract, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default under this Contract shall also be a default under any other contract or agreement between you and us. 5. Representations and Warranties. You represent and warrant that you (a) requested the Equipment and Services specified in this Contract for use in a commercial purposes and not for personal, family or household purposes, or for or on behalf of a third party, (b) own the Premises or otherwise have the authority to authorize us to install such equipment in the Premises, and (c) will comply with all laws, codes, and regulations pertaining to your System or our Services. 6. We are Not an Insurer. YOU AGREE THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 9(A) BELOW: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE CHARGERS ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED, AS SUCH (I) YOU AGREE THAT THE LIMITES ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 7, YOU WILL WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING SUBROGATION, THAT YOU, ANY INSURER, OR OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS INCUR. 7. Indemnity; Limitation of Liability. a. Indemnity. We will hold you, your officers, directors, agents and employees harmless from any claim, demand, losses, damages, injuries, (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Turner Security, its agents or employees, during and within the scope of employment of such persons only while present at the Premises; provided, however, that the terms of this paragraph 7(a) shall not apply, and we shall not in any event be liable for Losses arising out of, resulting from or in any way due to attributable to the condition, non-function, malfunction, faulty design, faulty installation, or failure in any respect of the System or Services to operate or perform as intended, (herein, "Failure Events"), regardless of whether such Fail Events arise out of the negligent acts or omissions of Turner Security, its agents or employees. Any liability of Turner Security for Failure events for Losses arising out of Failure Events is strictly limited pursuant to paragraph 7(b). b. Liability for Alarm Failure Events. Neither we nor any person or entity affiliated with us shall be liable for any Losses arising directly or indirectly from an Alarm Failure Event. We do not provide architectural, engineering, or professional design services. If you desire or require such services, you must engage a licensed design professional to perform the design services and then provide us with any and all necessary plans, specifications, or shop drawings necessary for us to complete the installation of your System. We install Equipment according to the local codes and ordinances (where applicable) and according to your particular needs or preferences. We are not liable under any circumstances for the adequacy of the performance or design or design criteria

established by you, your design professional, or local code requirements. If, notwithstanding the provisions of this paragraph 9(b), we or any person or entity affiliated with us, are determined to be responsible for any Losses arising from Alarm Failure Events, your claims against us, shall be limited to the greater of (i) \$1,000, or (ii) the purchase price you paid for the Equipment, as liquidated damages and not as a penalty. This amount is your sole and exclusive remedy for an Alarm Failure Event, even if caused by Turner Security's negligence or that of our affiliates or our respective employees or agents breach of this Contract, strict liability, failure to comply with any applicable law, or other fault. You agree that were we to have liability greater than that stated above, we would not provide the System or Services. c. Damages. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES. 8. Hold Harmless. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from our Services or your System, you agree to defend and hold us, completely harmless from any such actions, including all damages, expenses, costs and attorney's fees we incur. This indemnification shall apply even if such arise from our negligence, breach of this Contract, strict liability, noncompliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above. 9. Legal Actions. No claim or legal action any party may have arising out of this Contract, your System or our Services (whether based on contract, negligence or otherwise) may be brought more than one year after the date the cause of action for such claim accrued. 10. Customer Duties. You must (a) instruct all persons who use the System on its proper use; (b) notify us immediately if a problem in your System occurs; (c) obtain and keep in effect all permits and licenses that may be required for the installation and operation of your System; (d) pay all usage fees imposed by any governmental authority in connection with your System; (e) provide us a complete Subscriber Sheet so we may call your designated contacts in the event we reasonable believe there is an emergency at your "Premises; (f) provide us any other emergency information we may request, and (g) promptly update us in writing with any changes to your Subscriber Sheet. Your failure to perform under this paragraph is a marital breach of this Contract. You agree that we may provide the information on the Subscriber Sheet to any governmental authority having jurisdiction over us or your System. 11. Services. a. Monitoring Services. If you have subscribed to Monitoring we shall program the alarm system to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from your System (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"). And the first person designated on your Subscriber Sheet. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restriction on their dispatch of ERP's in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Subscriber Sheet. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such services. In addition, we are subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in your System's communication with our Central Station. 12. Limited Warranty. Subject to the limitation and exclusions set forth below, during the first one (1) year after installation, we will at our cost, repair or, at our option, replace any defective part of the equipment we install, including wiring (but not including disposable items such as batteries, and not including repairs needed to exterior mounted devices), and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this paragraph are for you benefit only, and may not be enforced by any other person. The laws of your state may give you additional rights than those described herein. a. Limitations on our Warranty and Service Obligations. We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, WE MAY REQUIRE YOU TO PAY ADDITIONAL SERVICE FEES. Our limited warranty shall not apply to disposable items such as batteries, or exterior mounted devices, or if we determine that any of the following conditions caused the need for service (a) damage resulting from storms, natural disasters, accidents, acts of God, lightning strikes, riots, floods, terrorism or any causes beyond turner Security's control. (b) your failure to provide ordinary maintenance and wear and tear to your System or its components or you permit anyone other than our authorized representative to perform service on your System; (c) physical alterations to your premises or to your System made at your request, or made necessary by damage to your Premises or your System; or (d) any of the reasons described in the paragraph above. Charges for non-covered repairs will be at our current labor and material rates, including minimum visit charge. b. OTHER THAN THE LIMITED WARRANTY, WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND, WITH RESPECT TO THE SERVICES WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT, INCLUDING ANY IMPLIED WARRANTY OR MECHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. 13. Delays. We shall have no liability for delays in installation of the equipment or for the consequences thereof, however caused, or for interruptions of service or for the consequences thereof due to strikes, riots, floods, acts of God, terrorism or any causes beyond the control of Turner Security. Turner Security will not be required to provide service or substitute services to you while interruption of service due to any such cause shall continue. 14. Assignment. You may not assign this Contract without the prior written consent of Turner Security and any purported assignment of the Contract shall be void. We may assign this agreement or subcontract any or all of our obligations under this

Contract without your consent and without notice to you. This Contract and particularly paragraphs 6 and 7 shall apply to the work and services our assignees or subcontractors provide, and shall apply to them and protect our assignees and subcontractors in the same manner it applies to and protects us. 15. Severability. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 16. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, or between you and the Turner Security Parties, including any claim or dispute relating to this Contract, any of your Premises, any other contract you have or had with us, your System(s), our Services, or the Charges due hereunder or under any other contract (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as representative or member of a class or in a private attorney general capacity. The Filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. 17. Entire Contract, Survival. This Contract is the entire agreement between you and us, and supersedes all previous contracts between you and us regarding our services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this contract. The terms and conditions of this contract shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms. The provisions of paragraph 6, 7, 8, 9, and 14 shall survive the termination of this Contract and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, or any sale by us of your Account.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.I. Approve Grant Contract between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency and the City of La Vergne for the Community Safe Room Project Phase 1.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Grant Contract - TEMA - Community Safe Room

Summary:

This is a request to approve the grant contract with TEMA for the Hazard Mitigation Grant Program for Phase 1 of the Community Safe Room.

Background Information:

This grant contract is essentially an extension of the previous contract so that the city can be reimbursed for expenses incurred with this project. This is for Phase 1. At this time, Phase 2, which would be for the construction of the project, has not been approved. This grant contract extends the end date until 12/31/2024.

Financial Summary:

The total grant contract amount is \$33,304.83.

Staff Recommendation:

Staff recommends approval.

Z

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 06/28/2022		End Date 12/31/2024		Agency Tracking # 34101-07425	
Grantee Legal Entity Name CITY OF LAVERGNE					Edison ID 1520
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 97.039 Grantee's fiscal year end June 30th			
Service Caption (one line only) HAZARD MITIGATION GRANT PROGRAM 4320-0010 #0426					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	4,757.83	28,547.00			33,304.83
TOTAL:	4,757.83	28,547.00			33,304.83
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program established by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a local government which follows the state and local procurement laws, and the federal government Code of Federal Regulations 2.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF LAVERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and City of LaVergne, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for 4320-0010-Community Safe Room Project Phase I, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application received from City of LaVergne and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.
- A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to a Hazard Mitigation Grant Program (HMGP) Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.
- A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.
 - b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and
 - c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

- A.6. In order to ensure this project has been completed in compliance with the approved SOW, the Grantee must submit to the Tennessee Emergency Management Agency (TEMA) at close-out:

- a. Certification from a licensed Professional Engineer or a Registered Architect, that the safe room and all items that contribute to the operation of the safe room have been constructed to meet or exceed FEMA Publication 361 for community safe rooms including but not limited to the foundation and safe room anchoring requirements, doors, windows, exterior above-ground generators and attendant fuel sources, electrical or passive ventilation, communication equipment, signage, steps, stairs, elevators, lifts, and eligible below ground electrical lines.
- b. Photographs of all sides of the constructed safe room.
- c. Documentation that demonstrates compliance with all environmental conditions.
- d. Documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- e. Latitude and longitude of the safe room with an accuracy of +/- 20 meters.
- f. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.
- g. A copy of the final Operations and Maintenance Plan.
- h. For community safe rooms designed for more than 50 occupants, documentation that a Peer Review was conducted in accordance with FEMA 361 Second Edition, Section 3.8.2 and 3.8.3 prior to construction of the safe room.

A.7. Mitigation Project Description:

Project Title: City of LaVergne Community Safe Room Project
FEMA ID 4320-0010

Project Location: City of LaVergne

Project Description: The City of LaVergne project is to construct a new concrete multi-purpose safe room constructed on city owned property that is located within a neighborhood that has one- and two-family residences and mobile homes. The proposed safe room will be multi-purpose and function as a senior center.

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on June 28, 2022 ("Effective Date") and ending on December 31, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be

predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is June 28, 2022.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-three thousand, three hundred four dollars and 83/100 (\$33,304.83) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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

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

Tennessee Emergency Management Agency
Hazard Mitigation Division
3041 Sidco Drive
Nashville, TN 37204

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written

approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Shannon Ball
 State Hazard Mitigation Officer
 3041 Sidco Drive
 Nashville, TN 37204
shannon.ball@tn.gov
 Telephone #: (615) 741-1345
 FAX #: (615) 242-4770

The Grantee:

Jason Cole, Mayor
 City of LaVergne
 5093 Murfreesboro Road
 LaVergne, TN 37086
jcole@laveragnetn.gov
 Telephone #: (615) 308-3565
 FAX #: (615) 793-6025

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

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

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

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a

competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease

payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract.

The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

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

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

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

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

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

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

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

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

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

The obligations set forth in this Section shall survive the termination of this Grant Contract. Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.5. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Procurement of Recovered Materials. The Grantee must comply with CFR 200.322 which has information pertaining to Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirement shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the grant contract performance schedule.

- b. Meeting grant contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- E.8. Program Fraud and False or Fraudulent Statements or Related Acts. Grantees must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- E.9. The Grantee agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.
- E.10. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

CITY OF LAVERGNE:

GRANTEE SIGNATURE

DATE

JASON COLE, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL
THE ADJUTANT GENERAL, DEPARTMENT OF MILITARY

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
CITY OF LAVERGNE HMGP-4320-0010				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 06/28/2022		END: 12/31/2024		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	33,304.83	4,757.82	38,062.65
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	33,304.83	4,757.82	38,062.65

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FEES	33,304.83
TOTAL	33,304.83

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	LaVergne, City of
Subrecipient's Unique Entity Identifier (SAM)	C989JJACBLZ6
Federal Award Identification Number (FAIN)	4320DRTNP0000000.5
Federal award date	04/26/2019
Subaward Period of Performance Start and End Date	06/28/2022 through 12/31/2024
Subaward Budget Period Start and End Date	06/28/2022 through 12/31/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.039 Hazard Mitigation Grant
Grant contract's begin date	06/28/2022
Grant contract's end date	12/31/2024
Amount of federal funds obligated by this grant contract	\$28,547.00
Total amount of federal funds obligated to the subrecipient	Consolidated Data Not Available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$28,547.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	City of LaVergne 4320-0010-R Safe Room project.
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Mrs. Valerie Rhodes, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Building Atlanta, GA 30341
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agent
Name and contact information for the pass-through entity awarding official	Shannon Ball, Hazard Mitigation Manager 3041 Sidco Drive Nashville, TN 37204 shannon.ball@tn.gov Telephone #: (615) 741-1345
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 6.J. Approve Master Equity Lease Agreement, Addendum to Master Equity Lease Agreement, and Open-End (Equity) Lease Rate Quotes with Enterprise to Lease Five Vehicles for the Codes, City Hall Buildings, Street and Water Departments.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Master Equity Lease Agreement - Enterprise
2. Addendum to Master Equity Lease Agreement
3. Vehicle Lease Quotes

Summary:

This is a request to approve the agreement, addendum and quotes to lease five vehicles from Enterprise Fleet Management.

Background Information:

City staff have been working with Enterprise Fleet Management for several months to develop a trial plan to lease vehicles for the city's needs. Some benefits of a leasing program include a lower initial budget impact for vehicles, consistent maintenance costs, lower depreciation costs for the water and sewer department, and providing the opportunity to lower the age of our fleet. This is a trial program to see how well it will work for the city.

We are proposing to start with five vehicles, which include the following vehicles: One (1) Ford F-150 for the Codes Department, One (1) Ford Explorer for the City Hall Buildings Department, One (1) Ford F-150 for the Street Department, One (1) Ford F-250 and One (1) Ford Maverick for the Water Department.

These vehicles were included in the budget as proposed leased vehicles in the FY 2024-2025 budget.

Financial Summary:

The cost breakdown is as follows:

Department	Vehicle	Lease Cost/ Month	Lease Cost/ Full Year
Codes	2024 Ford F-150 XL 4x4 SuperCab - to be ordered	\$971.42	\$11,657.04
City Hall Buildings	2025 Ford Explorer ST-Line 4x4 - to be ordered	\$957.47	\$11,489.64
Streets	2024 Ford F-150 XL 4x4 SuperCab - to be ordered	\$974.42	\$11,657.04
Water	2024 Ford F-250 XL 4x4 SuperCab with Service Bed - to be ordered	\$1,197.31	\$14,367.72
Water	2024 Ford Maverick XL Front Wheel Drive SuperCrew - in-stock	\$575.69	\$6,908.28

For the vehicles that will be ordered, the cost for the first year will be lower because the lease payments will not start until the vehicles are delivered.

Staff Recommendation:

Staff recommends approval.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Customer_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of July, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Lavergne ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 2 of the Master Equity Lease Agreement is amended to add the following paragraph:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the gross negligence or willful misconduct of Servicer or any other agent of Lessor, subject to the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. Sec. 29-20-101 et seq., and to the extent permitted by Tennessee state law, Lessee shall be responsible for any and all losses incurred, or, claims, demands, or rights of action that may be asserted at any time, which arise as a result of a third party claim for (i) Lessee's breach of this Agreement, (ii) the use, operation or condition of any Vehicle; or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement for any events that occur during the Lease Term. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing provision are not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the Tennessee law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Tennessee (determined without reference to conflict of law principles). The jurisdiction and venue for any dispute arise from this Agreement with be in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Lavergne (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Prepared For: City of Lavergne				Date 08/01/2024	
				AE/AM NC	
Unit #					
Year		2024	Make		Ford
Model		F-150			
Series		XL 4x4 SuperCab 6.5 ft. box 145 in. WB			
Vehicle Order Type	Ordered	Term	60	State	TN
Customer#		359566			
\$ 46,709.84		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 300.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 47,009.84		Total Capitalized Amount (Delivered Price)			
\$ 705.15		Depreciation Reserve @ <u>1.5000%</u>			
\$ 217.13		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 922.28		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 49.14		Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 49.14		Additional Services SubTotal			
\$ 0.00		Sales Tax <u>7.0000%</u>		State <u>TN</u>	
\$ 971.42		Total Monthly Rental Including Additional Services			
\$ 4,700.84		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Black w/Medium Dark Slate w/Vinyl 40/20

Lic. Plate Type Unknown

GVWR 0

**Est. Lead time:
20-22 weeks plus AME Installation**

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Lavergne
 BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Utility Lights - Directional Lightbar	C	\$ 1,563.84
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 1,563.84
Aftermarket Equipment Total		\$ 1,563.84

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 150.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$43,056	\$45,085.00
Total Options	\$1,635.00	\$1,795.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$46,686.00	\$48,875.00

SELECTED COLOR:

Exterior:	YZ-(0 P) Oxford White
Interior:	AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
18B	Black Platform Running Boards	\$228.00	\$250.00
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
90P	Bright Aluminum Crossbed Toolbox	\$865.00	\$950.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99P	Engine: 2.7L V6 EcoBoost	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,550 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X19	3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 325-hp, 2.7-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Lavergne				Date 08/01/2024	
				AE/AM NC	
Unit #					
Year		2025	Make Ford		Model Explorer
Series		ST-Line 4dr 4x4			
Vehicle Order Type	Ordered	Term 60	State TN	Customer# 359566	
\$ 45,897.00	Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Exterior Color (0 P) Carbonized Gray Metallic Interior Color (0 I) Onyx w/Heated ActiveX Seat Material Cap Lic. Plate Type Unknown GVWR 0		
\$ 0.00	*	Sales Tax 0.0000% State TN			
\$ 36.25	*	Initial License Fee			
\$ 0.00	*	Registration Fee			
\$ 450.00	Other: (See Page 2)				
\$ 0.00	Capitalized Price Reduction				
\$ 0.00	Tax on Capitalized Price Reduction				
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 46,347.00	Total Capitalized Amount (Delivered Price)				
\$ 695.21	Depreciation Reserve @ 1.5000%				
\$ 213.12	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 908.33	Total Monthly Rental Excluding Additional Services				
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment				
	Liability Limit \$0.00				
\$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0			
\$ 49.14	Full Maintenance Program ³ Contract Miles 50,000	OverMileage Charge \$ 0.0450 Per Mile			
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0			
\$ 49.14	Additional Services SubTotal				
\$ 0.00	Sales Tax 7.0000%	State TN			
\$ 957.47	Total Monthly Rental Including Additional Services				
\$ 4,634.40	Reduced Book Value at 60 Months				
\$ 400.00	Service Charge Due at Lease Termination				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Carbonized Gray Metallic

Interior Color (0 I) Onyx w/Heated ActiveX Seat Material Cap

Lic. Plate Type Unknown

GVWR 0

Est. Lead time: 22-24 weeks

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Lavergne

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 450.00
Other Charges Total		\$ 450.00

VEHICLE INFORMATION:

2025 Ford Explorer ST-Line 4dr 4x4 - US

Series ID: K8K

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,654	\$46,515.00
Total Options	\$188.00	\$200.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$46,437.00	\$48,310.00

SELECTED COLOR:

Exterior:	M7-(0 P) Carbonized Gray Metallic
Interior:	EW-(0 I) Onyx w/Heated ActiveX Seat Material Captain's Chairs or Heated ActiveX Seat Material Cap Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
16B	Front & 2nd Rows Floor Liners w/Carpet Floor Mats	\$188.00	\$200.00
17H	2nd Row Captain's Chairs w/E-Z Entry & Armrest	NC	NC
300A	Equipment Group 300A Standard Package	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
99H	Engine: 2.3L EcoBoost I-4	Included	Included
E	Heated ActiveX Seat Material Captain's Chairs	Included	Included
EW_04	(0 I) Onyx w/Heated ActiveX Seat Material Captain's Chairs or Heated ActiveX Seat Material Cap Chairs	NC	NC
M7_07	(0 P) Carbonized Gray Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited Slip Rear Axle	Included	Included
STDRD	Radio: B&O Sound System by Bang & Olufsen	Included	Included
STDTR	Tires: P255/55R20 AS BSW	Included	Included
STDWL	Wheels: 20" Ebony Machined-Painted Aluminum	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: black front bumper insert
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
: class III trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: 911 Assist emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Amplifier: amplifier
Digital Signal Processor: digital signal processor
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 10 Bang & Olufsen speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Forward and Reverse Sensing System front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners

Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: fold into floor third row seat
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: cloth/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Prepared For: City of Lavergne				Date	08/01/2024	
				AE/AM	NC	
Unit #						
Year	2024	Make	Ford	Model	F-250	
Series	XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW					
Vehicle Order Type	Ordered	Term	60	State	TN	Customer# 359566
\$ 58,190.30	Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.			
\$ 0.00	*	Sales Tax 0.0000% State TN		Order Information		
\$ 36.25	*	Initial License Fee		Driver Name		
\$ 0.00	*	Registration Fee		Exterior Color (0 P) Oxford White		
\$ 300.00	Other: (See Page 2)		Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S			
\$ 0.00	Capitalized Price Reduction		Lic. Plate Type Unknown			
\$ 0.00	Tax on Capitalized Price Reduction		GVWR 0			
\$ 0.00	Gain Applied From Prior Unit					
\$ 0.00	*	Tax on Gain On Prior				
\$ 0.00	*	Security Deposit				
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)				
\$ 58,490.30	Total Capitalized Amount (Delivered Price)					
\$ 877.35	Depreciation Reserve @ 1.5000%					
\$ 268.14	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²					
\$ 1,145.49	Total Monthly Rental Excluding Additional Services					
	Additional Fleet Management					
	Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment					
	Liability Limit \$0.00					
\$ 0.00	Physical Damage Management		Comp/Coll Deductible	0 / 0		
\$ 51.82	Full Maintenance Program ³ Contract Miles 50,000		OverMileage Charge	\$ 0.0450 Per Mile		
	Incl: # Brake Sets (1 set = 1 Axle) 0		# Tires 0	Loaner Vehicle Not Included		
\$ 51.82	Additional Services SubTotal					
\$ 0.00	Sales Tax 7.0000%		State TN			
\$ 1,197.31	Total Monthly Rental Including Additional Services					
\$ 5,849.30	Reduced Book Value at 60 Months					
\$ 400.00	Service Charge Due at Lease Termination					

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S

Lic. Plate Type Unknown

GVWR 0

**Est. Lead time:

20-22 weeks plus AME installation**

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Lavergne

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - M&L Knapheide Service Bed	C	\$ 9,109.30
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 9,109.30
Aftermarket Equipment Total		\$ 9,109.30

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 150.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2024 Ford F-250 XL 4x4 SD Super Cab 8 ft. box 164 in. WB SRW - US

Series ID: X2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,790	\$50,305.00
Total Options	\$-164.00	\$-180.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$49,621.00	\$52,120.00

SELECTED COLOR:

Exterior:	Z1-(0 P) Oxford White
Interior:	AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
164WB	164" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66D	Pickup Box Delete	\$-569.00	\$-625.00
66DRBD	Rear Bumper Delete	Included	Included
66DSPR	Spare Tire, Wheel, Jack & Tire Carrier Delete	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
NONGV	GVWR: 9,900 lbs	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Body Material: aluminum body material
: class V trailering with hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer

Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Lavergne				Date 08/01/2024	
				AE/AM NC	
Unit #					
Year		2024	Make		Ford
Model		Maverick			
Series		XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB			
Vehicle Order Type	In-Stock	Term	60	State	TN
Customer#		359566			
\$ 27,855.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 150.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 28,005.00		Total Capitalized Amount (Delivered Price)			
\$ 378.07		Depreciation Reserve @ <u>1.3500%</u>			
\$ 151.27		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 529.34		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 46.35		Full Maintenance Program ³ Contract Miles <u>50,000</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 46.35		Additional Services SubTotal			
\$ 0.00		Sales Tax <u>7.0000%</u>		State <u>TN</u>	
\$ 575.69		Total Monthly Rental Including Additional Services			
\$ 5,320.80		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Black Onyx w/Front Cloth Bucket Seats

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Lavergne

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 150.00
Other Charges Total		\$ 150.00

VEHICLE INFORMATION:

2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US

Series ID: W8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$23,441	\$23,920.00
Total Options	\$2,219.00	\$2,385.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$27,255.00	\$27,900.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
Interior: 9W-(0 I) Black Onyx w/Front Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
121WB	121" Wheelbase	STD	STD
16C	Front & Rear Floor Liners w/o Carpet Mats	\$126.00	\$135.00
425	50-State Emissions System	STD	STD
445	Transmission: Automatic Continuous Variable (CVT)	NA	NA
51D	Full Size Spare Tire	Included	Included
60B	Trailer Hitch Receiver w/4-Pin Connector	\$93.00	\$100.00
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included	Included
86B	Ford Co-Pilot360	\$605.00	\$650.00
86BBLS	BLIS Blind Spot Info System w/Cross-Traffic Alert	Included	Included
86BLKS	Lane-Keeping System	Included	Included
86BMIR	Manual-Folding Power Glass Sideview Mirrors	Included	Included
9	Front Cloth Bucket Seats	Included	Included
993	Engine: 2.5L Hybrid	\$1,395.00	\$1,500.00
9W_02	(0 I) Black Onyx w/Front Cloth Bucket Seats	NC	NC
NONGV	GVWR: 5,180 lbs	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.63 Axle Ratio	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P225/65R17 A/S BSW	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class I trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: automatic air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: 911 Assist
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear full bench seat

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: rubber front and rear floor mats

Standard Engine:

Engine 191-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 7. First Reading - **Ordinance #2024-13** - An Ordinance to Amend Title 20, Chapter 4 of the La Vergne Municipal Code Regarding Public Records.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2024-13

Summary:

This is an ordinance to update our Public Records Policy due to the addition of the new online public records request portal.

Background Information:

The City recently added a new online public records request portal (JustFOIA) to submit, track and respond to public records requests in a quicker and more efficient manner. The current public records policy did not have any information relating to the new online public records request portal, so this ordinance adds those provisions and cleans up some of the verbiage.

There is a red-line version of the changes that are attached to the ordinance.

Financial Summary:

There is no financial impact with this ordinance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-13

AN ORDINANCE TO AMEND TITLE 20, CHAPTER 4 OF THE LA VERGNE MUNICIPAL CODE REGARDING PUBLIC RECORDS.

WHEREAS, the City of La Vergne implemented an online public records request portal to submit, track and respond to public records requests; and

WHEREAS, the Board of Mayor and Aldermen believe it is in the best interest of the City to modify Title 20, Chapter 4 of the La Vergne Municipal Code to implement changes needed for the online public records request portal.

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

SECTION I. Title 20, Chapter 4 of the La Vergne Municipal Code is hereby amended to read as follows:

CHAPTER 4 PUBLIC RECORDS

Sec. 20-401. Public records policy adopted.

- (1) Pursuant to Tennessee Code Annotated, § 10-7-503(g), the following Public Records Policy for the City of La Vergne is hereby adopted by the board of mayor and aldermen to provide economical and efficient access to public records as provided under the Tennessee Public Records Act ("TPRA") in Tennessee Code Annotated, § 10-7-501, et seq.
- (2) The TPRA provides that all state, county and municipal records shall, at all times during business hours, be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. See Tennessee Code Annotated, § 10-7-503(a)(2)(A). Accordingly, the public records of the City of La Vergne are presumed to be open for inspection unless otherwise provided by law.
- (3) Personnel of the City of La Vergne shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this policy shall be used to hinder access to open public records. However, the integrity and organization of public records, as well as the efficient and safe operation of the City of La Vergne, shall be protected as provided by current law. Concerns about this policy should be addressed to the public records request coordinator for the City of La Vergne or to the Tennessee Office of Open Records Counsel ("OORC").
- (4) This chapter is available for inspection and duplication in the office of the city recorder. Additionally, this ordinance is posted online at www.lavergnetn.gov. This policy shall be reviewed periodically as needed.
- (5) This chapter shall be applied consistently throughout the various offices, departments, and/or divisions of the City of La Vergne.

Sec. 20-402. Definitions.

- *Public records.* All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of

physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. See Tennessee Code Annotated, § 10-7-503(a)(1)(A).

- *Public Records Request Coordinator (PRRC)*. The individual, or individuals, designated in section 20-404(1)(c) who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. See Tennessee Code Annotated, § 10-7-503(a)(1)(B). The public records request coordinator may also be a records custodian.
- *Records custodian*. The office, official or employee lawfully responsible for the direct custody and care of a public record. See Tennessee Code Annotated, § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.
- *Requestor*. A person seeking access to a public record, whether it is for inspection or duplication.

Sec. 20-403. Requesting access to public records.

- (1) Public record requests shall be made to the PRRC or his/her designee or via online submission, in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.
- (2) Requests for inspection only cannot be required to be made in writing. The PRRC will request a mailing or email address from the requestor for providing any written communication required under the TPRA.
- (3) Requests for inspection may be made through the online portal found at www.lavergnetn.gov; orally; in writing using Form A found at La Vergne City Hall, located at 5093 Murfreesboro Road, La Vergne, TN 37086; by phone at 615-287-8611; or by email to PRRC@lavergnetn.gov.
- (4) Requests for copies, or requests for inspection and copies, shall be made through the online portal found at www.lavergnetn.gov; in writing using Form A found at La Vergne City Hall, located at 5093 Murfreesboro Road, La Vergne, TN 37086; or by email to PRRC@lavergnetn.gov.
- (5) Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license or alternative acceptable form of ID showing Tennessee residency is required as a condition to inspect or receive copies of public records.
- (6) Many records related to the board of mayor and aldermen and various boards and committees are available for inspection and downloading free of charge on the city's website found at www.lavergnetn.gov. Agendas, minutes, and copies of enacted resolutions and ordinances are available at this website. No proof of Tennessee citizenship is required to view or obtain copies of documents that are available to the public on the city's website.

Sec. 20-404. Responding to public records requests.

- (1) Public Record Request Coordinator (PRRC).
 - (a) The PRRC shall review public record requests and make an initial determination of the following:
 - (i) If the requestor provided evidence of Tennessee citizenship;
 - (ii) If the records requested are described with sufficient specificity to identify them; and
 - (iii) If the City of La Vergne is the custodian of the records.
 - (b) The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):
 - (i) Advise the requestor of this policy and the elections made regarding:

- (A) Proof of Tennessee citizenship;
 - (B) Form(s) required for copies;
 - (C) Fees (and labor threshold and waivers, if applicable); and
 - (D) Aggregation of multiple or frequent requests.
 - (ii) If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:
 - (A) The requestor is not, or has not presented evidence of being, a Tennessee citizen.
 - (B) The request lacks specificity.
 - (C) An exemption makes the record not subject to disclosure under the TPRA.
 - (D) The City of La Vergne is not the custodian of the requested records.
 - (E) The records do not exist.
 - (iii) If appropriate, contact the requestor to see if the request can be narrowed.
 - (iv) Forward the records request to the appropriate records custodian in the City of La Vergne.
 - (v) If requested records are in the custody of a different governmental entity, and the PRRC knows the correct governmental entity, advise the requestor of the correct governmental entity and PRRC for that entity if known.
 - (c) The designated PRRC is:
 - (i) City administrator or his designee(s).
 - (ii) Contact information: Mailing address:
 - La Vergne City Hall
 - 5093 Murfreesboro Road
 - La Vergne, TN 37086
 - Telephone: 615-287-8611
 - Email: PRRC@laveragnetn.gov
- (2) *Records custodian.*
- (a) Upon receiving a public records request, a records custodian shall promptly make requested public records available in accordance with Tennessee Code Annotated, § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, city attorney, or the OORC.
 - (b) If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian shall, within seven (7) business days from the records custodian's receipt of the request, notify the requestor through the online portal or send the requestor a completed Public Records Request Response Form B, both based on the form developed by the OORC.
 - (c) If a records custodian denies a public record request, he or she shall deny the request in writing as provided in section 20-404(1)(b)(ii) through the online portal or by using the Public Records Request Response Form B.
 - (d) If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed. Notification

may occur through the online portal or with the Public Records Request Response Form B.

- (e) If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.
- (3) *Redaction.*
- (a) If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with the city attorney or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.
 - (b) Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

Sec. 20-405. Inspection of records.

- (1) There shall be no charge for inspection of open public records.
- (2) The location for inspection of records within the offices of the City of La Vergne should be determined by either the PRRC or the records custodian.
- (3) When a reasonable basis exists, the PRRC or a records custodian may require an appointment for inspection.
- (4) A city employee will sit with the requestor while the requestor views the records.
- (5) A requestor will not be allowed to make copies of records with personal equipment.

Sec. 20-406. Copies of records.

- (1) A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.
- (2) Copies will be available for pickup at the City of La Vergne.
- (3) Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.
- (4) A requestor will not be allowed to make copies of records with personal equipment.
- (5) Upon payment for labor costs exceeding one (1) hour (if any), existing electronic records will be delivered through the online portal or to the requestor's email address.

Sec. 20-407. Fees and charges and procedures for billing and payment.

- (1) Fees and charges for copies of public records should not be used to hinder access to public records.
- (2) Records custodians shall provide requestors with an itemized estimate of the charges prior to producing copies of records and may require pre-payment of such charges before producing requested records.
- (3) When fees for copies and labor do not exceed three dollars (\$3.00), the fees may be waived. Requests for waivers for fees above three dollars (\$3.00) must be presented to the City Administrator, who is authorized to determine if such waiver is in the best interest of the City of La Vergne and for the public good. Fees associated with aggregated records requests will not be waived.

- (4) Fees and charges for copies in this chapter shall be as set forth in the City of La Vergne fee schedule.
- (5) Payment is to be made through the online portal, in cash, by personal check or by money order, payable to the City of La Vergne and presented to the PRRC.
- (6) Payment in advance will be required when costs are estimated to exceed the amount set forth in the City of La Vergne fee schedule.
- (7) *Aggregation of frequent and multiple requests.*
 - (a) The City of La Vergne will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than four (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert).
 - (b) If more than four (4) requests are received by the City within a calendar month:
 - (i) The level at which records requests will be aggregated is at the City level.
 - (ii) The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian must inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.
 - (iii) Requests for current records that are routinely released and readily accessible are exempt from this policy. These records include, but are not limited to: meeting agendas, approved minutes, ordinances, and resolutions that can be found on the city's website at www.lavergnetn.gov.
- (8) *Safe Harbor Policy.*

The Safe Harbor Policy established by the OORC is adopted herein by reference as fully and completely as though copied herein verbatim. The City of La Vergne is committed to adhering to the Schedule of Reasonable Charges and the Policy for Frequent and Multiple Requests as established by the OORC. This policy is reviewed annually by the OORC.

Sec. 20-408. Disposition of records.

- (1) The following positions are charged with authorizing and approving the disposition and destruction of records that no longer have administrative, fiscal, legal, or historical value for their respective departments: city administrator, assistant city administrator, city engineer, city recorder, codes director, economic development director, finance director, fire chief, human resources director, information technology director, library director, parks and recreation director, police chief, and public works director.
- (2) The positions described above are charged with maintaining the records in their respective departments.
- (3) The positions described above are authorized to dispose of any permanent paper record in their department when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM or DVD-ROM disks, in accordance with Tennessee Code Annotated, § 10-7-121.
- (4) The disposition of records shall be in accordance with the record retention schedule recommended by the University of Tennessee's Municipal Technical Advisory Service, pursuant to the authority granted in Tennessee Code Annotated, § 10-7-702. However, records may be retained for longer periods when it would be advisable or otherwise helpful to do so.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. This Ordinance shall take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

Proposed Changes

TITLE 20, CHAPTER 4 - PUBLIC RECORDS

Sec. 20-401. Public records policy adopted.

- (1) Pursuant to Tennessee Code Annotated, § 10-7-503(g), the following Public Records Policy for the City of La Vergne is hereby adopted by the board of mayor and aldermen to provide economical and efficient access to public records as provided under the Tennessee Public Records Act ("TPRA") in Tennessee Code Annotated, § 10-7-501, et seq.
- (2) The TPRA provides that all state, county and municipal records shall, at all times during business hours, be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. See Tennessee Code Annotated, § 10-7-503(a)(2)(A). Accordingly, the public records of the City of La Vergne are presumed to be open for inspection unless otherwise provided by law.
- (3) Personnel of the City of La Vergne shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this policy shall be used to hinder access to open public records. However, the integrity and organization of public records, as well as the efficient and safe operation of the City of La Vergne, shall be protected as provided by current law. Concerns about this policy should be addressed to the public records request coordinator for the City of La Vergne or to the Tennessee Office of Open Records Counsel ("OORC").
- (4) This ~~policy chapter~~ is available for inspection and duplication in the office of the city recorder. Additionally, this ~~policy ordinance~~ is posted online at www.lavergnetn.gov. This policy shall be reviewed ~~every two (2) years~~ periodically as needed.
- (5) This ~~policy chapter~~ shall be applied consistently throughout the various offices, departments, and/or divisions of the City of La Vergne.

Sec. 20-402. Definitions.

- *Public records.* All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. See Tennessee Code Annotated, § 10-7-503(a)(1)(A).
- *Public ~~records~~ Records request-Request coordinator ~~Coordinator~~ (PRRC).* The individual, or individuals, designated in section 20-404(1)(c) ~~of this policy~~ who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. See Tennessee Code Annotated, § 10-7-503(a)(1)(B). The public records request coordinator may also be a records custodian.
- *Records custodian.* The office, official or employee lawfully responsible for the direct custody and care of a public record. See Tennessee Code Annotated, § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.
- *Requestor.* A person seeking access to a public record, whether it is for inspection or duplication.

Sec. 20-403. Requesting access to public records.

- (1) Public record requests shall be made to the ~~Public Records Request Coordinator ("PRRC")~~ or his/her designee ~~{or via online submission}~~, in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.
- (2) Requests for inspection only cannot be required to be made in writing. The PRRC ~~should~~will request a mailing ~~{or email}~~ address from the requestor for providing any written communication required under the TPRA.
- (3) Requests for inspection may be made through the online portal found at www.lavergnetn.gov; orally; ~~or~~ in writing using Form A found at La Vergne City Hall, located at 5093 Murfreesboro Road, La Vergne, TN 37086; ~~or~~ by phone at 615-287-8611; or ~~electronically at www.lavergnetn.gov by email to PRRC@lavergnetn.gov~~.
- (4) Requests for copies, or requests for inspection and copies, shall be made through the online portal found at www.lavergnetn.gov; in writing using Form A found at La Vergne City Hall, located at 5093 Murfreesboro Road, La Vergne, TN 37086; or ~~electronically at www.lavergnetn.gov by email to PRRC@lavergnetn.gov~~.
- (5) Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license ~~{or alternative acceptable form of ID}~~ showing Tennessee residency is required as a condition to inspect or receive copies of public records.
- (6) Many records related to the board of mayor and aldermen and various boards and committees are available for inspection and downloading free of charge on the city's website found at www.lavergnetn.gov. Agendas, minutes, and copies of enacted resolutions and ordinances are available at this website. No proof of Tennessee citizenship is required to view or obtain copies of documents that are available to the public on the city's website.

Sec. 20-404. Responding to public records requests.

- (1) Public Record Request Coordinator (PRRC).
 - (a) The PRRC shall review public record requests and make an initial determination of the following:
 - (i) If the requestor provided evidence of Tennessee citizenship;
 - (ii) If the records requested are described with sufficient specificity to identify them; and
 - (iii) If the City of La Vergne is the custodian of the records.
 - (b) The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):
 - (i) Advise the requestor of this policy and the elections made regarding:
 - (A) Proof of Tennessee citizenship;
 - (B) Form(s) required for copies;
 - (C) Fees (and labor threshold and waivers, if applicable); and
 - (D) Aggregation of multiple or frequent requests.
 - (ii) If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:
 - (A) The requestor is not, or has not presented evidence of being, a Tennessee citizen.
 - (B) The request lacks specificity.
 - (C) An exemption makes the record not subject to disclosure under the TPRA.
 - (D) The City of La Vergne is not the custodian of the requested records.
 - (E) The records do not exist.
 - (iii) If appropriate, contact the requestor to see if the request can be narrowed.
 - (iv) Forward the records request to the appropriate records custodian in the City of La Vergne.

- (v) If requested records are in the custody of a different governmental entity, and the PRRC knows the correct governmental entity, advise the requestor of the correct governmental entity and PRRC for that entity if known.
- (c) The designated PRRC is:
 - (i) City administrator or his designee(s).
 - (ii) Contact information: Mailing address:

La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086
Telephone: 615-~~287-8611~~; Fax: ~~615-793-6025~~
Email: PRRC@laverghnetn.gov
- (2) *Records custodian.*
 - (a) Upon receiving a public records request, a records custodian shall promptly make requested public records available in accordance with Tennessee Code Annotated, § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, city attorney, or the OORC.
 - (b) If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian shall, within seven (7) business days from the records custodian's receipt of the request, notify the requestor through the online portal or send the requestor a completed ~~public Public records-Records request-Request response-Response form Form (Form B),~~ both based on the form developed by the OORC.
 - (c) If a records custodian denies a public record request, he or she shall deny the request in writing as provided in section 20-404(1)(b)(ii) through the online portal or by using the ~~public Public records-Records request-Request response-Response form~~ Form B.
 - (d) If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall ~~use the public records request response form to~~ notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed. Notification may occur through the online portal or with the Public Records Request Response Form B.
 - (e) If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.
- (3) *Redaction.*
 - (a) If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with the city attorney or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.
 - (b) Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

Sec. 20-405. Inspection of records.

- (1) There shall be no charge for inspection of open public records.
- (2) The location for inspection of records within the offices of the City of La Vergne should be determined by either the PRRC or the records custodian.
- (3) Under When a reasonable circumstances basis exists, the PRRC or a records custodian may require an appointment for inspection.
- (4) A city employee will sit with the requestor while the requestor views the records.
- (5) A requestor will not be allowed to make copies of records with personal equipment.

Sec. 20-406. Copies of records.

- (1) A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.
- (2) Copies will be available for pickup at a location specified by the records custodian the City of La Vergne.
- (3) Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.
- (4) A requestor will not be allowed to make copies of records with personal equipment.
- (5) Upon payment for labor costs exceeding one (1) hour (if any), existing electronic records will be delivered through the online portal or to the requestor's email address.

Sec. 20-407. Fees and charges and procedures for billing and payment.

- (1) Fees and charges for copies of public records should not be used to hinder access to public records.
- (2) Records custodians shall provide requestors with an itemized estimate of the charges ~~using Form C~~ prior to producing copies of records and may require pre-payment of such charges before producing requested records.
- (3) When fees for copies and labor do not exceed three dollars (\$3.00), the fees may be waived. Requests for waivers for fees above three dollars (\$3.00) must be presented to the City Administrator, who is authorized to determine if such waiver is in the best interest of the City of La Vergne and for the public good. Fees associated with aggregated records requests will not be waived.
- (4) Fees and charges for copies in this chapter shall be as set forth in the City of La Vergne fee schedule ~~adopted with the annual budget.~~
- ~~(5) No duplication costs will be charged for requests for less than three dollars (\$3.00).~~
- ~~(5)~~ Payment is to be made through the online portal, in cash, by personal check or by money order, payable to the City of La Vergne and presented to the PRRC.
- ~~(6)~~ Payment in advance will be required when costs are estimated to exceed as the amount set forth in the City of La Vergne fee schedule ~~adopted with the annual budget.~~
- ~~(7)~~ *Aggregation of frequent and multiple requests.*
 - (a) The City of La Vergne will aggregate record requests in accordance with the ~~frequent-Frequent~~ and ~~multiple-Multiple request-Request policy-Policy~~ promulgated by the OORC when more than four (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert).
 - (b) If more than four (4) requests are received by the City within a calendar month aggregating:
 - (i) The level at which records requests will be aggregated is by department at the City level.

- (ii) The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian must inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.
- (iii) Requests for current records that are routinely released and readily accessible ~~that are excluded from aggregation~~ are exempt from this policy. These records include, but are not limited to: meeting agendas, approved minutes, ordinances, and resolutions that can be found on the city's website at www.lavergnetn.gov.

(8) Safe Harbor Policy.

The Safe Harbor Policy established by the OORC is adopted herein by reference as fully and completely as though copied herein verbatim. The City of La Vergne is committed to adhering to the Schedule of Reasonable Charges and the Policy for Frequent and Multiple Requests as established by the OORC. This policy is reviewed annually by the OORC.

Sec. 20-408. Disposition of records.

- (1) The following positions are charged with authorizing and approving the disposition and destruction of records that no longer have administrative, fiscal, legal, or historical value for their respective departments: city administrator, assistant city administrator, city engineer, city recorder, codes director, economic development director, finance director, fire chief, human resources director, information technology director, library director, parks and recreation director, police chief, and public works ~~manager~~ director, tax collector, and utilities manager.
- (2) The positions described above are charged with maintaining the records in their respective departments.
- (3) The positions described above are authorized to dispose of any permanent paper record in their department when the record has been photocopied, photostated, filmed, microfilmed, preserved by microphotographic process, or reproduced onto computer or removable computer media, including CD-ROM or DVD-ROM disks, in accordance with Tennessee Code Annotated, § 10-7-121.
- (4) The disposition of records shall be in accordance with the record retention schedule recommended by the University of Tennessee's Municipal Technical Advisory Service, pursuant to the authority granted in Tennessee Code Annotated, § 10-7-702. However, records may be retained for longer periods when it would be advisable or otherwise helpful to do so.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 8. First Reading - **Ordinance #2024-14** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2024-14

Summary:

This is a request to approve a budget amendment for the Fiscal Year 2023-2024 General Fund Budget.

Background Information:

This should be the final budget amendment for the FY 2023-2024 General Fund Budget. The adjustments in this amendment are as follows:

Finance Department:

- \$45,000 increase in Wages-Salaries due to overlap of staffing during transition for the Finance Director.
- \$18,000 increase in Wages-Hourly due to the overlap of staffing during the transition of the Payroll Specialist.
- \$58,000 increase in Professional Services due to an increase in the Rutherford County Property Tax Appraisal Fees.

Information Technology Department:

- \$21,000 increase in Telephone and Cell Phones due to higher than expected phone charges.

City Hall Buildings:

- \$117,000 increase in Insurance due to PE Partners Insurance cost increases.
- \$119,000 increase in Other Improvements due to the carryover of the PATH Streetlight project from FY 2022-2023.

Financial Summary:

The total amendment is \$378,000, which will be taken out of fund balance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-14

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

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

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

Increased Expenditures for account number:

110-41592-111	Treasurer - Wages-Salaries	\$	45,000
110-41592-121	Treasurer - Wages-Hourly	\$	18,000
110-41592-259	Treasurer - Professional Services	\$	58,000
110-41680-245	IT - Telephone and Cell Phones	\$	21,000
110-41810-510	City Hall - Insurance	\$	117,000
110-41810-939	City Hall - Other Improvements	\$	119,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	378,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 9. First Reading - **Ordinance #2024-15** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

Department: Finance

Presented By: Danielle Brown, Christopher Moews

Item Attachments: 1. Ordinance #2024-15

Summary:

This is a budget amendment request to purchase a new NICE logging Recorder for Police Dispatch.

Background Information:

On June 26th, the NICE radio recorder used to record incoming/outgoing radio transmissions for police and fire became inoperable. Nashcomm attempted to get it back up and running. However, there was a complete failure of the hardware/software. This is an item that is needed 24 hours a day, 7 days a week for: accountability of first responders, evidence in legal proceedings, quality assurance to ensure a high standard of service is met and incident reconstruction.

The request for the actual purchase is on the Consent Agenda.

Financial Summary:

The total purchase price for the NICE logging recorder is \$63,268.05 and is an unexpected but necessary financial expense that has not been budgeted for in the 2024/2025 fiscal year.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-15

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 GENERAL FUND BUDGET.

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

The 2024-2025 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42100-948	Police - Computer Equipment	\$	64,000
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	64,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 10. **Resolution #2024-20** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-20

Summary:

This is a resolution to declare property as surplus property and direct how the property will be disposed.

Background Information:

In this resolution, we have items from three departments. In the police department, we have six (6) vehicles that have been seized and awarded to the city to be disposed of, including a motorcycle. In the Parks & Recreation Department we have several items including and ice maker, Toro mower, freezer, scrap metal and plastic pipe and old coated chain link fencing. In the Water Department, we have two bins with old plastic water meters that have been replaced in the system.

Financial Summary:

It is unknown at this time as to how much revenue the city will receive when they are sold on GovDeals.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-20

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government.
The following described property is hereby declared to be of low value and surplus to the needs of the city.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
1994 Nissan Pathfinder	Red 4-door SUV; 295,296 miles; 3.0L, V-6 engine; automatic transmission – needs repair; Starts and runs with a boost; Seats worn, Center console loose, Driver door handle missing, Transmission will not go into reverse, Cracked windows, dents, scratches and dings, front end damage; Seized vehicle for drugs. Awarded to the city for disposition.	JN8HD17S3SW025662
2004 Chevy Tahoe Z71	White 4-door SUV; 231,207 miles; 5.3L V-8 Engine; 4WD; automatic transmission; Starts and runs with a boost; Driver seat has wear, headliner is falling; Cracked windshield, dents, scratches and dings, Dent on corner of hood. Seized vehicle for drugs. Awarded to city for disposition.	1GNEK13Z94R220150
2006 Honda CBR600RR Motorcycle	Black motorcycle with unknown miles; 600CC engine; manual transmission; Does not run – needs repair. Low tire tread.	JH2PC37046M303885
2008 Honda Odyssey	Silver/Blue 5-door minivan; 3.5L, V-6 engine; 239,910 miles; automatic transmission; Starts and runs with a boost; seats have wear, scratches and dings, front grill has some chrome chipping. Seized vehicle for drugs. Awarded to city for disposition.	5FNRL38968B001749

2009 Ford Crown Vic	Dark Blue 4-door sedan; Unknown mileage; 4.6L, V-8 engine; automatic transmission; Starts and runs with a boost; Seats have wear, no headlights, grill or front turn signals, dents, scratches and dings. Seized vehicle for drugs. Awarded to city for disposition.	2FABP7BV2AX101183
2012 Chrysler 200	White 4-door sedan; 123,760 miles; 3.5L, V-6 engine; automatic transmission – needs repair; starts and runs with a boost; Cracked windows, missing rear side glass, front end damage, front axle broken (will not steer). Seized vehicle for drugs. Awarded to city for disposition.	1C3CCBCG2CN149269
Parks & Recreation Department		
Manitowoc Ice Machine	Manitowoc Refrigeration Company Ice Machine, Model QD0132A. Not operable – needs repair. Mineral buildup inside unit.	310065288
Toro Reelmaster 3100D Mower	Red Toro Reelmaster Mower – Unit is operable – minor damage including cracked plastic engine hood. Unit has 1,652.8 hours.	03200-220000143
Frigidaire Freezer	Frigidaire Freezer Model #LFFH20F3QWC – 37” x 34” x 72” – Unknown condition. Worked when removed from operation.	WB524404025
Scrap Plastic and Metal Pipe	One (1) 20 ft. Black Culvert Pipe – 15” diameter; Two (2) 21 ft. Metal Pipes – 6” diameter. All have been out in the elements for 10+ years.	N/A
Coated Chain Link Fencing	Scrap fencing that was removed from the in-line hockey rink. Unknown length	N/A
Water Department		
Old Water Meters	Contents of two bins used to collect old water meters that have been replaced in the system.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 8th day of August, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year:1994	Manufacturer:Nissan	Make:Pathfinder	Model:XEV6
VIN:JN8HD17S3SW025662		Mileage:295,296	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:3.0 Liter, V-6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☒ Needs Repair ☐ Unknown	
Color:	Exterior:Red		Interior:Gray

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☒ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	Seat wore, center console loose		
Major Damage:	Driver door handel missing, transmission will not go into reverse		
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: NONE ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☐ No Cracked Glass ☒ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:			
Major Damage:	front end damage		
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☒ Yes ☐ No How Many? 1
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$800.00	Title Restriction:	☒ Yes ☐ No Bill of sale
Seizure: ☒ Yes ☐ No	If yes, Seizure Date:4/2/24	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle:LaVergne Police Department		Suggested Minimum Sale Price:100.00
For more information, contact:Sebastian Krauss 615-971-4063		

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year:2004	Manufacturer:Chevy	Make:Tahoe	Model:Z71
VIN:1GNEK13Z94R220150		Mileage:231,207	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:5.3 Liter, V-8 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:White		Interior:Tan

Interior Details:

Seat Material:	☐ Cloth ☒ Leather ☐ Vinyl	AC Condition:	☒ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	driver seat has wear, headliner is falling		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☒ Steering ☒ Seats		
Miscellaneous:	☒ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: Stock ☒ AM ☒ AM/FM ☐ Cassette ☒ CD		

Exterior Details:

Windows:	☐ No Cracked Glass ☒ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	Windsheild id cracked, dent on corner of hood		
Major Damage:			
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$3500.00	Title Restriction:	☒ Yes ☐ No Bill of sale
Seizure: ☒ Yes ☐ No	If yes, Seizure Date:11/29/23	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle:LaVergne Police Department		Suggested Minimum Sale Price:1000.00
For more information, contact:Sebastian Krauss 615-971-4063		

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year:2006	Manufacturer:Honda	Make:CBR	Model:600RR
VIN:JH2PC37046M303885		Mileage: UNK	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☒ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☒ Gasoline ☐ Diesel	Condition:	☐ Runs ☒ Needs Repair ☐ Unknown
Transmission:	☐ Automatic ☒ Manual	Condition:	☐ Operable ☒ Needs Repair ☐ Unknown
Color:	Exterior:Black	Interior:	

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$800.00	Title Restriction:	☒ Yes ☐ No Bill of sale
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: 3/1/19	If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle:LaVergne Police Department	Suggested Minimum Sale Price: 200.00	
For more information, contact:Sebastian Krauss 615-971-4063		

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:2008	Manufacturer: Honda	Make: Odyssey	Model: Touring 4 door
VIN: 5FNRL38968B001749		Mileage: 239,910	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V-6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Silver/blue		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$5200.00	Title Restriction:	☒ Yes ☐ No
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: 1/30/24	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle: LaVergne Police Department		Suggested Minimum Sale Price: 3000.00
For more information, contact: Sebastian Krauss 615-971-4063		

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:2009	Manufacturer:Ford	Make:Crown Victoria	Model:Crown Victoria
VIN:2FABP7BV2AX101183		Mileage:UNK (odometer not functioning)	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:4.6 Liter, V-8 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior:Dark blue		Interior:gray

Interior Details:

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

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	No headlights, grill and front turn signals		
Major Damage:			
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☒ Yes ☐ No How Many? 2
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$1500.00	Title Restriction:	☒ Yes ☐ No Bill of sale
Seizure: ☒ Yes ☐ No	If yes, Seizure Date:2/22/24	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle:LaVergne Police Department		Suggested Minimum Sale Price:500.00
For more information, contact:Sebastian Krauss 615-971-4063		

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year:2012	Manufacturer:Chrysler	Make:200	Model:200
VIN:1C3CCBCG2CN149269		Mileage:123,760	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:3.5 Liter, V-6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☒ Needs Repair ☐ Unknown	
Color:	Exterior:White		Interior:Black

Interior Details:

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

Exterior Details:

Windows:	☐ No Cracked Glass ☒ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	missing rear side glass		
Major Damage:	Front end damage, has front axle broken (will not steer)		
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$5000.00	Title Restriction:	☒ Yes ☐ No Bill of sale
Seizure: ☒ Yes ☐ No	If yes, Seizure Date:4/15/24	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle:LaVergne Police Department		Suggested Minimum Sale Price:2500.00
For more information, contact:Sebastian Krauss 615-971-4063		

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

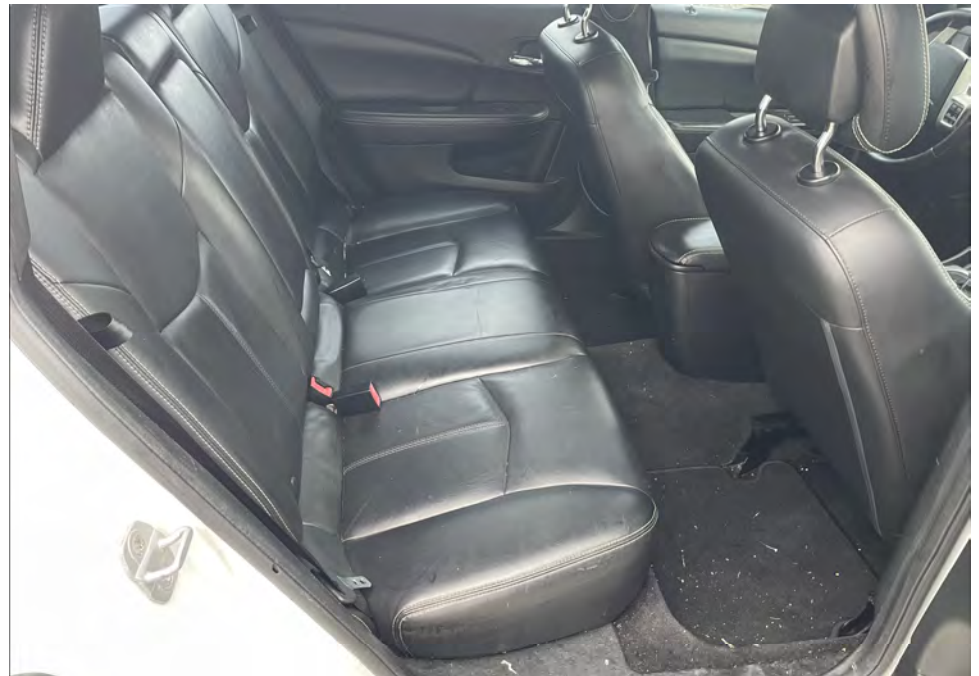
Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: N/A	Manufacturer: Manitowoc Refrigeration Co	Model #: QD0132A
Serial Number: 310065288		
Description of Use: Manitowoc Ice Machine Previously used at La Vergne Senior Center - Not Operable		
Color: Silver	Size (L x W x H):	
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☒ Rubber	

Working Condition:

☐ Operable	☒ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: Unit does not make ice / severe mineral buildup inside unit				

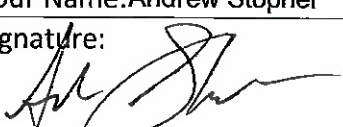
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Unit replaced with new equipment
Current Estimated Value:	\$5.00
Suggested Minimum Sale Price:	\$5.00
Location of Property:	La Vergne Parks and Recreation
For more information, contact:	Andrew Stophel

Department Information:

Your Name: Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 7/15/2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: N/A	Manufacturer: The TORO Company	Model #: 3100 D
Serial Number: 03200-220000143		
Description of Use: Toro Reelmaster 3100 D Unit is operable and has 1652.8 Hours		
Color:	Red	Size (L x W x H):
Material:	☐ Cloth ☒ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☒ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage ☒ Minor Damage			
Explain Damage or Repairs Needed: Cracked plastic engine hood				

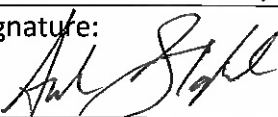
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Unit replaced with newer equipment
Current Estimated Value:	\$1,500.00
Suggested Minimum Sale Price:	\$1,500.00
Location of Property:	La Vergne Parks and Recreation
For more information, contact:	Andrew Stophel

Department Information:

Your Name: Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 7/15/2024

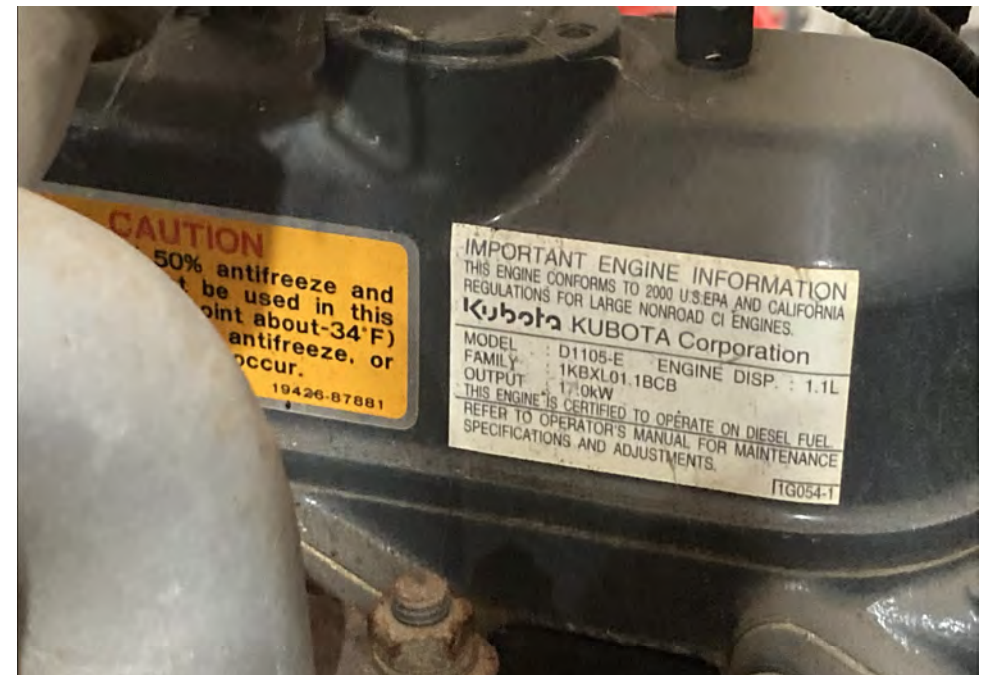
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
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Item Description:

Year:N/A	Manufacturer:Electrolux Home Products	Model #:LFFH20F3QWC
Serial Number:WB524404025		
Description of Use:Frigidaire Freezer Previously used in parks concession stand, unit was replaced by a newer unit...freezer worked when removed from operation approx. 6		
Color:	White	Size (L x W x H): 30in L x34in W x 72 in H
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed:				

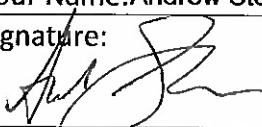
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Freezer replaced with newer unit
Current Estimated Value:	\$5.00
Suggested Minimum Sale Price:	
Location of Property:	La Vergne Parks and Recreation
For more information, contact:	AndrewStophel

Department Information:

Your Name:Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 7/15/2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:N/A	Manufacturer:N/A	Model #:N/A
Serial Number:N/A		
Description of Use:(1) 20 ft black culvert pipe - 15 inch diameter (2) 21 ft metal pipes - 6 inch diameter		
Color:	Black	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

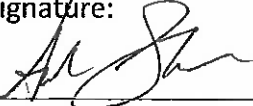
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Scrap Pipe - been out in the elements 10+ years
Current Estimated Value:	\$25.00
Suggested Minimum Sale Price:	
Location of Property:	La Vergne Parks and Recreation
For more information, contact:	AndrewStophel

Department Information:

Your Name:Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 7/15/2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:N/A	Manufacturer:N/A	Model #:N/A
Serial Number:N/A		
Description of Use: Coated chainlink fence - previously used around an inline hockey rink / Unknown length		
Color:	Black	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☒ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed:				

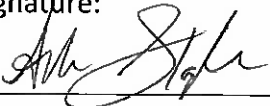
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Scrap Fencing -Removing inline hockey rink
Current Estimated Value:	\$25.00
Suggested Minimum Sale Price:	
Location of Property:	La Vergne Parks and Recreation
For more information, contact:	Andrew Stophel

Department Information:

Your Name: Andrew Stophel	Department: Parks and Recreation
Signature: 	Date: 8/15/2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: PALLET/BIN FULL OF OLD REPLACED WATER METERS		
Color: GRAY	Size (L x W x H): UNK	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☒ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☒ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed: OLD WATER METERS. UNKNOWN WORKING CONDITION. WEAR AND TEAR.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	JAMES PHILLIPS @ 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: METER AND LEAK DETECTION
Signature: 	Date: 7-9-2024

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 11. Motion to Approve an Agreement with the Metropolitan Government of Nashville and Davidson County for Sewage Transportation and Treatment.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Agreement with Metro Nashville - Sewage Transportation and Treatment
2. Memo from CDM Smith - Wholesale Wastewater Rate Update
3. Presentation - Wholesale Rate Update - CDM Smith

Summary:

This is a request to approve an agreement with Metro Nashville for the treatment of the sewer from La Vergne.

Background Information:

Every five (5) years, Metro Nashville updates the rate at which the surrounding wholesale users - City of Brentwood, City of Belle Meade, City of Goodlettsville, City of Millersville, and the City of La Vergne - must pay for the transportation and treatment of the sewer from each entity. The attached agreement is essentially a renewal, but some of the terms have changed. Most of these changes deal with reporting requirements from the wholesale users to Metro Nashville.

The current transportation and treatment rate is \$1.53 per CCF. The new rate that will go into effect on October 1, 2024 will be \$1.62 per CCF. This equates to an approximate 5.88% increase. (One CCF = 100 cubic feet, which is approximately 748 gallons). There is an annual adjustment that is determined by the lower change in two indexes. These indexes are the Service Charge Index that is compiled by the National Association of Clean Water Agencies and the Consumer Price Index - All Urban Consumers (CPI-U), that is published by the US Dept. of Labor, Bureau of Labor Statistics.

A memo from CDM Smith, who conducted the rate study, as well as a presentation regarding the rates is attached.

Financial Summary:

On October 1, 2024, the sewer rate for the city will increase from \$1.53 per CCF to \$1.62 per CCF, which is an approximate 5.88% increase.

Staff Recommendation:

Staff recommends approval.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between the Metropolitan Government of Nashville and Davidson County ("Metro") and the City of La Vergne ("Customer").

WHEREAS, Metro owns and operates a sewage transportation and treatment system ("Metro System"); and

WHEREAS, Customer owns and operates a sewage collection system ("Customer System"); and

WHEREAS, the Metro System has or will have sufficient capacity to safely and effectively accept and treat sewage flows from the Customer System as contemplated herein.

THE PARTIES AGREE AS FOLLOWS:

1. Customer Points of Connection. All points of connection ("POC") at which flow from Customer's System ("Customer Flows") enters Metro's System, except those exempted in writing for good cause by the Director of the Metropolitan Department of Water and Sewerage Services (the "Metro Director"), shall include metering facilities approved by the Metro Director. All of the currently authorized POCs are listed in the document attached and incorporated into this Agreement as Exhibit A. Customer may request, and Metro shall have the discretion to approve the construction of additional POCs of Customer's System to Metro's System. No POC may be added without the Metro Director's written consent. For each POC, unless exempted by the Metro Director, Customer, at Customer's sole expense, shall install a metering device approved by the Metro Director for the purpose of measuring Customer Flows.
2. Metro Points of Connection. All points of connection ("POC") at which flow from the Metro system ("Metro Flows") enters Customer's System for transmission back into the Metro System for treatment, except those exempted in writing for good cause and by the City Administrator of the City of La Vergne (the "La Vergne Administrator") shall include metering facilities approved by the La Vergne Administrator. All of the currently authorized POCs are listed in the document attached and incorporated into this Agreement as Exhibit B. Metro may request, and Customer shall have the discretion to approve the construction of additional POCs of Metro's System to Customer's system. No POC may be added without the La Vergne Administrator's written consent. For each POC, unless exempted by the La Vergne Administrator, Metro, at Metro's sole expense, shall install a metering device approved by the La Vergne Administrator for the purpose of measuring Metro Flows.
3. Operation and Maintenance of Meters. All maintenance, upkeep, repair and replacement of meter(s) and other metering station components contemplated by

paragraph 1 of this Agreement (as listed in Exhibit A) shall be performed by Customer or its agents or contractors (which may include Metro Water Services) at Customer's expense. All maintenance, upkeep, repair and replacement of meters and other metering station components contemplated in paragraph 2 (as listed in Exhibit B) of this Agreement shall be performed by Metro or its agents or contractors at Metro's expense.

4. Maximum Flows at Customer Metered Points of Connection. For each of Customer's POCs listed in Exhibit A which are metered, Metro agrees to accept into the Metro System sewage flows from the Customer System for treatment at rates not exceeding the number of gallons per hour ("Maximum Rate") shown in Exhibit A to apply to that POC. In the event of the performance of engineering studies showing that flow characteristics have changed since the Effective Date, the parties shall in good faith consider whether changes in the Maximum Rate should be made. As used in this paragraph, an hour shall be measured from the top of one hour to the top of the next hour (for example, from 1:00 PM until 2:00 PM on the same day). The flow meters shall be capable of reporting flow volumes by hour. If reported in any units other than gallons per hour, flow volumes shall be converted into gallons per hour for purposes of determining compliance with Maximum Rate limitations. Metro agrees to accept and treat for Customer these contracted sewage flows except in emergency situations and agrees to give Customer notice when such contracted sewage flows cannot be accepted and treated due to an emergency.
5. Maximum Flows at Metro Metered Points of Connection. For each of Metro's POCs listed in Exhibit B which are metered, Customer agrees to accept into the Customer's System sewage flows from the Metro System at rates not exceeding the number of gallons per hour ("Maximum Rate") shown in Exhibit B to apply to that POC. In the event of the performance of engineering studies showing that flow characteristics have changed since the Effective Date, the parties shall in good faith consider whether changes in the Maximum Rate should be made. As used in this paragraph, an hour shall be measured from the top of one hour to the top of the next hour (for example, from 1:00 PM until 2:00 PM on the same day). The flow meters shall be capable of reporting flow volumes by hour. If reported in any units other than gallons per hour, flow volumes shall be converted into gallons per hour for purposes of determining compliance with Maximum Rate limitations. Customer agrees to accept and transport for Metro these contracted sewage flows except in emergency situations and agrees to give Metro notice when such contracted sewage flows cannot be accepted and treated due to an emergency.
6. Calibration of Meters. At least once every six months, the metering stations contemplated in this Agreement shall be calibrated both hydraulically and electronically by a qualified commercial entity approved by both parties at the expense of the party owning the metering station. In the event a meter maintained by either party ceases to register flow for any reason or a calibration test indicates that a particular metering system is inaccurate, the amount billed for the preceding month's services will be adjusted to reflect an estimated flow quantity based on the average of the flow quantity data from the corresponding month of the preceding year for which data are available and flow quantity from the immediately preceding billing period, and an

appropriate credit or debit will appear on Metro's next bill to Customer. In the event a meter fails to accurately measure flow to reasonable engineering standards for three consecutive months, the party owning that meter shall replace it promptly upon the written request of the other party. Both parties agree to continue to make available all flow metering data which might be of benefit to the other party from all points of connection between the parties set forth in this Agreement.

7. Metro Treatment Utility Price. Customer shall make monthly payments to Metro for each gallon of flow from Customer's System into Metro's System, excluding Metro Flows, at the prices in force at the time of billing. As of the Effective Date, for each gallon of flow through a POC that does not exceed the Maximum Rate applicable to that POC, the price (the "Utility Price") shall be \$1.62 per hundred cubic feet. For each hundred cubic feet, or fraction thereof, of flow, excluding Metro Flows, through a POC that exceeds the Maximum Rate, the price shall be one hundred and twenty-five percent of the Utility Price.
8. Flow Limits. For purposes of this Paragraph, precipitation shall be measured at the Metro rain gauge ("Rain Gauge") nearest the POC at issue. A "Rainfall Event" occurs when; following a period of ten or more hours without measurable precipitation, 0.01 or more inches of precipitation is measured in the Rain Gauge. An "Excessive Flow Event" occurs when flow through a POC from Customer's System into Metro's System exceeds the Maximum Rate either: (1) resulting from a Rainfall Event; or (2) for at least one hour when no Rainfall Event has occurred. Each hour during which an Excessive Flow Event occurs when no Rainfall Event has occurred shall be considered a separate Excessive Flow Event. If there are six or more Excessive Flow Events in any 12-month period during the term of this Agreement, upon written notice from Metro, Customer shall within 90 days commence development of a corrective action plan, submit such plan to Metro for review when completed, and within 36 months complete substantial implementation of such measures and within 48 months complete final implementation of such measures as are necessary to prevent further Excessive Flow Events. Customer's failure or refusal to comply with the terms of this paragraph shall be a material breach of the Agreement and shall entitle but not require Metro, in addition to its other rights under law and contract, to do either or both of the following: (1) terminate the Agreement immediately and without further notice; or (2) restrict in whole or part further flows from Customer's System to the Maximum Rate by mechanical or other means. In the event any fine, charge or penalty is levied by any regulatory authority or any judgment rendered by a court of competent jurisdiction on account of overflows from Metro's System or Customer's System occurring as a result of one party's breach of or exercise of a right created by this Agreement, then each party shall pay that portion of such fine, charge or penalty in proportion to that party's responsibility for such overflows.
9. Annual Metro Treatment Rate Adjustments.
 - (a) On October 1 of each year during the term of this Agreement, the Utility Price shall be adjusted for the following calendar year. For the calendar years beginning October 1 of each year except 2029 and 2034, the Utility Price then in effect shall increase or decrease by a percentage equal to the smaller of: (1) the percentage increase or decrease from the previous calendar year in the Service Charge Index

- compiled and published by the National Association of Clean Water Agencies; or (2) the percentage increase or decrease from the previous calendar year of the annual average in the Consumer Price Index – All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics. If one of the indexes identified in this paragraph ceases to be published during the term of this Agreement, a comparable index acceptable to the parties shall be substituted.
- (b) For the calendar years beginning October 1, 2029, and 2034, the Utility Price shall be set using the utility approach method used by Metro and its wholesale customers, including Customer, to establish the initial Utility Price, which method is described below.
- (c) The operating cost component shall be calculated using Metro's then current fiscal year budgeted costs for operation and maintenance of joint facilities divided by the total treated flow through all Metro facilities expressed as an average annual flow for the three previous fiscal year periods. Joint facility costs are defined as Metro's budgeted operations and maintenance costs for wastewater services only, exclusive of debt service costs, capital outlay, capital improvements plan (CIP) and storm water costs. Joint facility costs include costs for the operation of facilities that provide benefit to both wholesale and retail customers. Typically, joint facility costs would include costs associated with the operation of all core system assets, including wastewater treatment plants, wastewater interceptors and pump stations. Joint facility costs do not include retail costs, such as costs for the operation of system components that generally do not benefit wholesale customers. Retail costs would include costs associated with the local service wastewater collection lines, as well as customer service and billing and collection costs.
- (d) The capital cost component includes both a return on assets calculation and an allocated portion of depreciation expense.
- (1) The return on assets calculation considers the original cost less depreciation of Metro's capital assets that benefit both wholesale and retail customers. Capital assets include wastewater treatment plant assets, including sludge management and odor control facilities, pump station assets, wastewater interceptors and large force mains that are determined to benefit both wholesale and retail customers. This return on asset base shall not include construction work in progress. The capital allocation to wholesale customers, as a class, shall be based on their proportionate share of treated flows. The resultant capital allocation shall be multiplied by a capital cost return component based on Metro's weighted cost of debt, plus 200 basis points (two percentage points). Metro's weighted cost of debt shall be based on outstanding bond issues for wastewater debt listed in the most recent official statement for Metro bonds.

- (2) The allocated portion of depreciation expense shall be based on the annual depreciation of wastewater assets that benefit both wholesale and retail customers. The allocated portion of depreciation expense to wholesale customers, as a class, shall be based on their proportionate share of treated flows.

(3) The sum of the return on assets calculation and the allocated portion of depreciation expense shall be divided by the total treated flow of all wholesale customers, as a class, expressed as an average annual flow for the three previous fiscal year periods.

(4) Depreciation amounts will be based upon the depreciation policies and procedures used by Metro, provided such depreciation policies and procedures are consistent with generally accepted accounting principles and policies applicable to municipal water and sewer utilities.

10. Selection of Rate Consultant. Not later than October 1, 2028 and again not later than October 1, 2033, Metro and Customer shall jointly engage a qualified and mutually acceptable rate consultant to develop the Utility Price as contemplated in Paragraph 9(b)-(d) of this Agreement. The costs for the development of the Utility Price pursuant to this Paragraph shall be borne jointly by Customer and Metro.
11. Customer Transportation Price and Capital Component Surcharge for Carothers Crossing. To the extent that Metro's System and Customer's System are interconnected in such a way that flow from Metro Flows enter Customer's System before reentering Metro's System, Metro shall pay customer for the transportation of such Metro Flow through Customer's system by paying the utility price and capital component surcharge as provided in the Interlocal Agreement between Metro and Customer dated November 20, 2007.
12. Mutual Modification of Metro Treatment Rate Methodology. By mutual agreement the parties may modify the parameters and methodology used to re-establish the Utility Price in the sixth year of this Agreement.
13. Additional Capacity. The parties recognize and acknowledge that neither has any ownership rights to additional capacity in the sewage collection, transportation or treatment systems of the other. Neither party shall have any right to compel the acceptance of flows into the other party's system in excess of the limits specifically stated in this Agreement. Disputed issues relating to the provision of additional sewage collection, transportation or treatment capacity by one party to the other shall not be subject to mediation under this Agreement. In the event either party desires additional capacity in the sewage collection, transportation or treatment systems of the other party in excess of the Maximum Rates in this Agreement during the term of this Agreement, the terms and conditions for obtaining such additional capacity shall be mutually agreed upon by the parties and shall be set forth in a separate agreement.
14. Billing. Billing shall be on a calendar month basis. Customer shall be billed from Customer's total flows into the Metro System. Customer shall not be billed for Metro's Flows. Metro shall render bills directly to Customer monthly and Customer shall make payment to Metro not later than the 15th day after receipt of each bill. Interest shall accrue on the balance of any late payment at the rate of 1.5% per month until paid in full.

15. Industrial Pretreatment Program. Should a Significant Industrial User (“SIU”) per EPA 40 CFR 403 regulations or any user that could discharge process waste that may otherwise adversely impact the receiving POTW, an Industrial Pretreatment Program (“IPP”) must be administered, either by Metro or its Municipal satellite customers (“Customer”). The IPP shall be administered in accordance with published Federal and State laws, rules, and regulations. The IPP Administrator shall take all necessary steps, including, without limitation, discontinuation of service, to ensure that businesses discharging waste into the service area comply with applicable codes, rules and regulations concerning permitting and discharge limits. Furthermore, IPP Administrator shall ensure that all flows into Metro’s POTW conform in all respects to Metropolitan Code of Laws § 15.60.010 et seq. and any duly enacted amendment or successor ordinance. Likewise, should any flow from Metro’s POTW discharge into a Customer’s service area, Metro shall abide by the Customer’s respective relevant Municipal Codes, amendments, and ordinances. Customers of Metro’s POTW must notify Metro of their Administrator by choosing one of the three options below. In the event that a Customer chooses to change their Administrator option, they are free to do so by providing Metro with a 180-day notice.

Option 1: Customer does not have a SIU in its service area and local zoning codes limit the likelihood that an SIU will locate itself in this service area in the future, and thus an IPP Administrator is not applicable.

Option 2: Customer shall function as its own IPP Administrator. Customer shall administer IPP at its sole cost and expense. Customer and Metro shall promptly provide each other any documents from either party or other government entity relating to their respective IPP, and likewise furnish said documents to relevant Approval Authority upon request. Metro will monitor discharge from Customer at agreed Point of Connection (POC) into Metro POTW. Should the Customer fail to adequately administer their IPP, Metro will take appropriate action to ensure compliance and assess related cost to the Customer. If Metro determines Customer remains in Significant Non-Compliance for more than a 365-day period, Metro reserves the right to remand Customer to Option 3.

Option 3: Metro shall function as Customer’s IPP Administrator. Customer shall require compliance with the IPP by its sewer clientele and shall cooperate with Metro in its enforcement. To assist Metro in its enforcement, Customers shall provide the following to Metro:

- An annual report submitted by October 1 of each year of water and sewer usage for all commercial and industrial user accounts in their service area; and
- Daily flow data at each connection point upon request; and
- Updated Sewer System Data submitted by October 1 of each year. GPS coordinates may be provided for data sets less than 50 points. Data sets with 50 points or more shall be provided in an electronic GIS shapefile or other geodatabase format; and,
- Notification of new construction, renovation, or occupancy of Industrial Zoned Properties and Businesses.

Metro shall recover the costs of administering the IPP through user, permit and other fees in accordance with the same policies and procedures applicable to Metro’s own

sewer clientele, provided, however, that Customer shall reimburse Metro for reasonable actual costs of administering the IPP not so recovered.

Customer has chosen Option 3.

16. Term of Agreement. The term of the Agreement shall end on October 1, 2034, but may be extended by the parties upon such terms as they may then agree. Neither party shall be entitled to a refund of any payment made under this Agreement upon the termination or expiration of this Agreement. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of the term referenced above.
17. Reselling of Service Prohibited. The service provided to Customer under the terms of this Agreement shall not be resold to any other governmental or other entity other than Customer's retail customers.
18. Assignment of Agreement. Customer shall not assign its rights under this Agreement to any entity without Metro's written consent.
19. Modifications to Agreement. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
20. Filing of Agreement with Metropolitan Clerk. This Agreement shall not be binding upon Metro until approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk.
21. Mediation. In the event a dispute arises between the parties concerning a matter other than one arising under Paragraph 14 of this Agreement, the dispute shall be submitted to mediation in accordance with the terms of this paragraph before any complaint can be filed in a court of law or equity for a breach of this Agreement. In the event the dispute concerns calculation of the Utility Price or Transportation Rate, if applicable, the parties shall mutually agree upon a qualified mediator with experience in performing utility rate cost of service studies. If the parties cannot agree upon a qualified mediator, a qualified mediator shall be appointed by the Clerk and Master of the Davidson County Chancery Court upon application by the parties certifying their inability to agree upon a qualified mediator. The mediator shall establish the procedures for the mediation.
22. Governing Law, Forum Selection and Attorney Fees. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee.

**THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Freddie O'Connell, Mayor

RECOMMENDED BY:

Director, Department of Water and
Sewerage Services

APPROVED AS TO AVAILABILITY
OF FUNDS:

Director, Department of Finance

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

ATTESTED:

Metropolitan Clerk

**CITY OF LA VERGNE,
TENNESSEE**

APPROVED:

Jason Cole, Mayor

ATTESTED:

City Recorder

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

Exhibit A to Metro/La Vergne Agreement

Approved Point(s) of Connection

<u>Name / Location</u>	<u>Maximum Rate (gallons per hour)</u>
1. Hurricane Creek	229,100
2. Bridgestone Pkwy	61,100*
3. International Boulevard	10,000
4. Builders Transport (Firestone Blvd.)	5,650
5. Waldron Road	NA
* The Bridgestone Pkwy flow is net flow (only considering flow from the City of La Vergne).	

Exhibit B to Metro/ La Vergne Agreement

Approved Points of Connection

Name / Location

Maximum Rate (gallons per hour)

1. Blakemore/Cane Ridge Park*

NA

* Flows are too small to be measured through the existing Flume. Water consumption on a monthly average minus any irrigation will be used to generate the sewer volume. Once the northern part of the Carothers Crossing subdivision is built, the flows from the park will be disconnected from this POC and moved to the Carothers Crossing POC.

2. Carothers Crossing

As defined in Interlocal Agreement between
Metro and La Vergne, 20 November 2007
(L-1959)



Memorandum

*To: Nashville Metro Water Services
City of Belle Meade
City of Brentwood
City of Goodlettsville
City of La Vergne
City of Millersville
City of Ridgetop
White House Utility District*

From: CDM Smith

Date: July 2024

Subject: Metro Nashville Wholesale Wastewater Rate Update

1.0 Introduction

The Metropolitan Government of Nashville and Davidson County ("Metro") and a group of wholesale customers (City of Brentwood, TN; City of La Vergne, TN; City of Belle Meade, TN; City of Goodlettsville, TN; City of Millersville, TN) agreed in 2009 to a modified methodology for Metro charging those customers for the wastewater conveyance and treatment services provided by Metro (for purposes of this memorandum, the "Agreement"). The methodology establishes a wastewater rate that is adjusted periodically based on an objective cost index. Under the Agreement, every five years, the rate is to be recalibrated based on actual changes in Metro's costs and capital investments during that preceding five-year period. While the Agreement only applies to the five communities listed above, for the purposes of the rate calculations, all wholesale customers are included in the wholesale customer class used in the analysis.

In 2009, the existing wholesale rate agreements were updated based on a mediation process to resolve issues that arose between Metro and several wholesale wastewater customers related to proposed rate increases. Third party mediation was completed in December 2008, with the result of the process being a revised wholesale rate and methodology to be used for the initial five-year period and subsequent updates. This mediated process was the basis for revised wholesale user agreements, which included the provision to update the rates every five years using the accepted methodology. The revised methodology accepted by the parties has the following major elements:

- All the wholesale customers are treated as a single class. The wholesale flow characteristics are aggregated, and the wholesale customers are assessed the same unit rate (\$ per hundred cubic feet, or \$/CCF).

- The wholesale customers' share of costs is limited to the facilities and infrastructure that benefit the wholesale customers – so-called “Joint Use Facilities.” The determination of Joint Use Facilities for the purpose of the wholesale rate calculation involves:
 - Identifying and excluding from the analysis the facilities and infrastructure owned and operated by Metro that exclusively support the water system.
 - Identifying and excluding from the analysis the facilities and infrastructure owned and operated by Metro that exclusively support Metro's retail system.
 - Identifying facilities that support overhead activities (such as Metro's office buildings).
- An operations and maintenance element is developed based on Metro's costs of operations related to Joint Use Facilities. The wholesale customers share of these expenses is based on their proportionate share of average flow from the preceding 3 years.
- A capital cost recovery element is developed based on Metro's capital base and associated annual depreciation related to Joint Use Facilities. The allocation to the wholesale customers is based on proportionate share of flow.

As noted, wholesale rates were first established under this methodology in 2009 and consistent with the Agreement updated in 2014, 2019 and this 2024 update. The purpose of this memorandum is to report on the third updating of the rate to enable Metro and the wholesale customers to recalibrate the rate beginning in October 2024 and to set the base for this 5-year rate period.

2.0 Wholesale Rate Update

To determine the rates in accordance with the Agreement, the total wholesale wastewater flows, total system wastewater flows, annual operating and maintenance costs, and the capital costs (on a utility-basis, not cash basis) were developed. This document first presents the share of wholesale wastewater flows used to ultimately derive the unit rate on a \$/CCF basis. The steps through which the operating cost component of the unit rate and the capital cost component of the unit rate are developed are then described.

2.1 Wastewater Flows

As defined in the Agreement, the methodology specifies that the allocation of costs between Metro and the wholesale customers are based on the wholesale customers' pro rata share of total flows received at Metro's wastewater treatment plants. Flows for three consecutive years are averaged for the purpose of the calculation; this approach lessens the consequence of the flow data being skewed by some anomalous event or circumstance in a given year. **Table 1** summarizes the flow contributions from Metro and each wholesale customer and provides a comparison to the flow from the calculations in 2019. The percent wholesale contribution will be used to determine the portion of operating costs and capital costs that are recovered from wholesale customers. The total wholesale flow will be used to determine the unit rate.

Table 1 Flow Data Used for Rate Calculation Flow by Community, 3-Year Average				
2019 Calculation			2024 Calculation	
Community	Flow (CCF)	Percent of Total	Flow (CCF)	Percent of Total
Hendersonville	2,416,630	3.09%	2,448,296	2.98%
Goodlettsville	1,930,091	2.47%	1,759,511	2.14%
Millersville	194,748	0.25%	233,447	0.28%
Ridgetop	31,691	0.04%	35,629	0.04%
White House	179,756	0.23%	252,687	0.31%
Belle Meade	127,294	0.16%	21,633	0.03%
Brentwood	2,147,519	2.75%	2,252,651	2.74%
LaVergne	1,198,930	1.53%	1,707,348	2.08%
<u>Mt. Juliet</u>	<u>1,678,903</u>	<u>2.15%</u>	1,666,334	2.03%
Total Wholesale Flow	9,905,563	12.67%	10,377,536	12.63%
<u>Metro Flow</u>	<u>68,304,820</u>	<u>87.33%</u>	71,799,858	87.37%
Total System Flow	78,210,383	100.00%	82,177,394	100.0%

Note: The 2024 calculation represents the average flows for FY 2021-2023, and the 2019 calculation represents the average flows for FY 2016-2018.

The three-year average flow for the entire system increased approximately 5 percent since the 2019 calculation, with wholesale customer flow also increasing by around 5 percent over the same period. In relative terms, the wholesale portion of total system flow has decreased slightly from approximately 12.7 percent in 2019 to 12.6 percent in the current calculation.

3.0 Operating Cost Component

The methodology defined in the Agreement stipulates that the wholesale customers be charged a proportionate share of Metro's operations and maintenance (O&M) costs based on the wholesale customers' proportionate flow. The process to determine the operating cost component for the wholesale customers consists of two steps:

- Determine the wholesale customers' proportionate flow, as calculated in the previous section;
- Determine the O&M costs that are attributable to the wastewater system and are considered joint use.

Joint wastewater O&M costs are allocated to wholesale customers based on the proportionate share of system flows. System flows are defined as the total volume of wastewater processed through each of Metro's treatment plants.

The operating costs for this current iteration are based on the approved FY 2024 Metro operating budget. As previously mentioned, the costs allocable to the wholesale customers should exclude costs that solely benefit the water system. Certain costs are easily identified as water only (e.g., costs related to a water treatment plant); however, shared overhead and system costs are not explicitly separated between water and wastewater function in Metro's budget. Since the shared costs support both the water and wastewater systems, an allocation exercise is performed to apportion the shared overhead costs between the water and wastewater systems. The shared overhead and system costs allocated to the wastewater system combined with the directly allocated wastewater costs result in the total allocable wastewater costs.

The wholesale customers are responsible for costs associated with assets or processes from which they benefit, meaning the wholesale customers would not be responsible for costs that exclusively support Metro's retail system. An allocation exercise is performed to identify the wastewater costs that support only the retail system, which are excluded from the wholesale allocation. The remaining costs are those that jointly support the retail and wholesale systems. For FY 2024, it was determined that wastewater joint O&M totaled \$80.0 million. Joint O&M includes treatment plant costs, elements of the conveyance system and allocated overhead and administrative costs. **Table 2** summarizes the major components of the budget and represents the allocation to Joint Use Facilities after the reductions for water and/or retail facilities.

Table 2
Wastewater O&M Allocation
Joint Allocation by Category

Cost Category	% of Wastewater O&M Allocated to Joint	Joint O&M - After Allocation	Allocation Method
Administration	80%	\$5,240,611	Composite
Human Resources	77%	\$705,406	Employee Function
Stores	80%	\$195,963	Composite
Business and Finance	80%	\$1,496,781	Composite
Development Services	47%	\$360,220	Net book values – joint use assets to total
Information Service	80%	\$2,458,014	Composite
Customer Service	0%	\$0	All Retail
Engineering	47%	\$457,408	Net book values – joint use assets to total
System Services	28%	\$3,182,922	Net book values - Force Mains and Trunks to total of Collection Lines, Force Mains and Trunks
Dry Creek WWTP	100%	\$8,204,500	All Joint
Whites Creek WWTP	100%	\$5,755,900	All Joint
Central WWTP	100%	\$35,210,900	All Joint
Laboratory	100%	\$3,483,600	All Joint
Operations Administration	100%	\$233,880	All Joint
PS/Telemetry	100%	\$12,693,200	All Joint
<u>Security</u>	100%	<u>\$352,500</u>	All Joint
Total Allocated Joint O&M		\$80,031,804	

The total allocated joint O&M is \$80.0 million, which is the basis for determining the operating costs recoverable from wholesale customers.

The wholesale customers are responsible for a portion of \$80.0 million in total allocated joint O&M. The wholesale customers' proportionate share of system flow is 12.63 percent, which under the methodology means that the wholesale customers are responsible for \$10.1 million in joint O&M costs. Since the wholesale customers are assessed the same unit rate, the amount recoverable from wholesale customers (\$10.1 million) divided by total wholesale flow (10,355,902 CCF) results in the wholesale operating cost component rate of \$ 0.97/CCF. Each wholesale customer is charged based on their metered flow over the course of the year times the calculated rate.

Table 3 Operating Cost Component Wholesale Rate per CCF	
Total Allocated Joint O&M	\$80,031,804
<u>Wholesale Share of Joint O&M</u>	<u>12.63%</u>
O&M Allocated to Wholesale	\$10,106,585
<u>Wholesale Flow (CCF)</u>	<u>10,377,535</u>
Wholesale Rate (\$/CCF)	\$0.97

4.0 Capital Component

The wholesale customers are also assessed a charge to reimburse Metro for the costs of constructing and replacing the infrastructure from which the wholesale customers benefit. The Agreement sets forth the methodology for determining the capital charge, which is based on the utility method of cost recovery. The fundamental aspect of the utility method is that capital cost recovery is based on the value of the Joint Use Facilities, rather than annual expenses incurred by Metro (i.e., capital replacement expenditures and debt service). There are two elements to the capital charge:

- Return on rate base, which is a method of cost recovery based on the value of the capital asset base that benefits the customer being assessed a rental rate for that asset value. It is comparable to the interest component of a debt-service payment.
- Depreciation, which is essentially the current year value of the infrastructure used in that year and is comparable to the principal component of a debt service payment.

These elements are added together to derive the capital cost component of the wholesale wastewater rate.

In general, the utility method as applied under the Agreement assumes:

- Wholesale customers will begin paying their share of capital costs when those assets are “booked” and are used and useful. This means that the rate base excludes construction work in progress.
- The wholesale customers’ share of Joint Use Facilities will be based on their proportional share of treated flow as described above.
- Based on the 2009 negotiations, the parties agreed that for purposes of this calculation, the asset base includes 50 percent of the values for assets that were in service on or before June 30, 2004. Assets placed in service after June 30, 2004 are included at 100 percent.
- Depreciation amounts are based on the depreciation policies and procedures used by Metro.
- The rate of return is based on Metro’s cost of capital plus 200 basis points to reflect the risk premium agreed to in the negotiations.

4.1 Wholesale OCLD (Before Credits)

Similar to the operating cost component, the capital component for wholesale customers focuses on assets that support the wastewater system only and are considered Joint Use Facilities (i.e., the facilities from which the wholesale customers benefit). As part of the exercise to determine the assets allocable to wholesale customers, the assets are sorted into functional categories, such as each treatment plant, pumping stations, general sewer, etc. In addition, the assets are separated into two categories – assets in place prior to July 1, 2004 and assets in place from July 1, 2004 to June 30, 2018. This separation is necessary to conform with the requirement of the Agreement related to inclusion of 50 percent of the asset value for assets in place prior to July 1, 2004.

The capital cost component is largely driven by the Original Cost Less Depreciation (OCLD) for each asset, so the calculations show the original cost and the OCLD amounts for each category. The total OCLD on wastewater assets as of June 30, 2023, is approximately \$1.08 billion. However, the Agreement stipulates that assets in place prior to July 1, 2004 be carried at 50 percent of asset value, which means the total allocable OCLD for this exercise is \$811.8 million.

The functional categories to which the assets have been previously assigned are evaluated as to whether the category benefits the wholesale customers. An allocation factor is assigned to each functional category based on whether or not it jointly supports both the retail and wholesale systems. For example, the treatment plants would be allocated 100 percent to Joint Use while sewer collection would be allocated 0 percent to Joint Use, since it exclusively supports the retail system. The total OCLD for assets in each category is multiplied by the joint allocation factor, resulting in an OCLD allocable to wholesale customers for each functional category. To determine the wholesale portion of OCLD for each category, the allocable OCLD (\$811.8M) is

multiplied by the wholesale portion of total system flow (12.60%). The resulting total of OCLD assets allocated to wholesale customers is \$48.0 million.

Table 4 summarizes the allocation of OCLD for joint use assets, by asset category.

Table 4 Allocation of OCLD as Joint Use by Asset Category			
Wholesale Rate Study Category	Original Cost Less Depreciation (OCLD)	Allocation as Joint Use	OCLD of Joint Use Assets
Central WWTP	\$121,090,282	100%	\$121,090,282
Dry Creek WWTP	\$32,337,673	100%	\$32,337,673
Whites Creek WWTP	\$17,018,668	100%	\$17,018,668
Nolensville Creek WWTP	\$3,674,477	100%	\$3,674,477
Sludge Management	\$3,480,573	100%	\$3,480,573
Sewer PS	\$39,336,288	100%	\$39,336,288
All Sewers	\$15,014,144	28%	\$4,203,960
Sewer Trunks Large FMs	\$115,011,020	100%	\$115,011,020
Sewer Collection	\$320,983,060	0%	\$0
Gen Sewer - Joint	\$44,695,476	100%	\$44,695,476
Gen Sewer - Retail	\$4,124,783	0%	\$0
<u>Combined Sewer</u>	<u>\$95,014,559</u>	0%	<u>\$0</u>
Total - All Assets	\$811,781,004		\$380,848,418

Table 5 summarizes the allocation of the OCLD of joint use assets to wholesale customers by asset category, by multiplying the calculated OCLD of joint use assets in **Table 4** by the wholesale customers' proportional share of total flow.

Table 5
Allocation of OCLD of Joint Use Assets to Wholesale by Asset Category

Asset Category	OCLD of Joint Use Assets	Wholesale Portion of Total System Flow	OCLD of Joint Use Assets Allocated to Wholesale
Central WWTP	\$121,090,282	12.63%	\$15,293,703
Dry Creek WWTP	\$32,337,673	12.63%	\$4,084,248
Whites Creek WWTP	\$17,018,668	12.63%	\$2,149,458
Nolensville Creek WWTP	\$3,674,477	12.63%	\$464,086
Sludge Management	\$3,480,573	12.63%	\$439,596
Sewer PS	\$39,336,288	12.63%	\$4,968,173
All Sewers	\$4,203,960	12.63%	\$530,960
Sewer Trunks Large FMs	\$115,011,020	12.63%	\$14,525,892
Sewer Collection	\$0	12.63%	\$0
Gen Sewer - Joint	\$44,695,476	12.63%	\$5,645,039
Gen Sewer - Retail	\$0	12.63%	\$0
<u>Combined Sewer</u>	<u>\$0</u>	12.63%	<u>\$0</u>
Total - All Assets	\$380,848,418		\$48,101,155

4.2 Contributed Capital Credits and Net Wholesale OCLD

Prior to the Agreement, portions of Metro’s system were funded through EPA grants and separate trunk and transmission contracts with wholesale customers (201 Agreements). It had been established that the wholesale customers would receive credit for grants as well as prior capital contributions from the wholesale customers since those contributions would have funded a portion of Metro’s capital asset base. The approach to recognize the grants and contributed capital was to consider the amounts as an offset to the asset base for the purposes of the wholesale rate calculation. However, over time the assets partially funded by the grants and contributed capital have depreciated, so the remaining value on those assets will have declined from the value that existed when the grants and contributed capital were recognized.

Therefore, the estimated remaining value of the assets partially funded through the grants and contributed capital is recalculated to provide a more accurate representation of the current value of the contributions. The pro-rated portion of the remaining value of the original investment is determined by dividing the remaining net book value on the assets in service on or prior to the end of FY 2004 by the original cost of those assets. The allocation to wholesale customers for the EPA grants is based on the percent of wholesale flow to the total system flow, while the allocation for the 201 Agreements is based on a value of 10 percent consistent with the original wholesale agreements. The current offset applied to the OCLD of assets allocated to wholesale customers for this exercise is \$4.3 million, meaning that the OCLD allocated to wholesale for the capital cost component is \$43.7 million.

4.3 Return on Rate Base

The return on rate base is calculated on the net wholesale OCLD. The return on assets cost component is calculated to cover interest costs on the debt financed portion of capital and a return on the equity on assets. To calculate the wholesale return on assets cost, the Agreement establishes the rate of return as Metro’s weighted average cost of debt, plus a risk premium of 200 basis points.

Table 6 summarizes the weighted average cost of capital that establishes the rate of return.

Table 6	
Capital Cost Component	
Weighted Average Cost of Capital	
Total Principal Outstanding	\$1,499,685,000
Weighted Interest Rate for all Issues:	3.38%
<u>Contractual Risk Premium</u>	<u>2.00%</u>
Weighted Cost of Capital	5.38%

Table 7 shows the calculation of the return on rate base, which is the OCLD allocated to wholesale customers (net capital contribution offset) multiplied by the rate of return.

Table 7 Capital Cost Component Return on Rate Base to Wholesale	
OCLD Allocated to Wholesale	\$43,634,36
<u>Rate of Return</u>	<u>5.38%</u>
Return on Rate Base	\$2,351,207
<u>Wastewater Flow (CCF)</u>	<u>10,377,535</u>
Return on Rate Base Unit Cost (\$/CCF)	\$0.23

4.4 Annual Depreciation

Depreciation is derived from Metro's fixed asset records, and the calculation of annual depreciation follows the same approach as previously described. The process involves aggregating the annual depreciation on assets that have been categorized in the functional groups allocated to Joint Use, with a 50 percent reduction to assets in use prior to July 1, 2004, consistent with the agreement. Similar to the rate of return, the amount allocated to wholesale is offset by the calculated portion of depreciation on grants and contributed capital.

Table 8 displays the annual depreciation allocated to wholesale.

Table 8 Capital Cost Component Annual Depreciation Allocated to Wholesale	
Annual Depreciation Allocated to Wholesale	\$4,405,889
<u>Less: Contributed Capital</u>	<u>(\$33,191)</u>
Net Annual Depreciation Allocated to Wholesale	\$4,371,912
<u>Wastewater Flow (CCF)</u>	<u>10,377,536</u>
Annual Depreciation Unit Cost (\$/CCF)	\$0.42

5.0 Wholesale Rate

Table 9 summarizes the total wholesale rate for 2024, compared with the rates developed in 2019. Metro MWS bills the communities on full dollars and cents, so the rate is presented in that format.

Table 9		
Wholesale Customer Rate		
	2019 Rates	2024 Rates
O&M Rate (\$/CCF)	\$0.6957	\$0.9739
<u>Capital Rate (\$/CCF)</u>	<u>\$0.6876</u>	<u>\$0.6492</u>
Total Wholesale Rate (\$/CCF)	\$1.38	\$1.62

cc: Darryl Tomlinson, CDM Smith
Joe Ridge, CDM Smith
Brian Porter, CDM Smith

Metro Nashville and Customers Wholesale Rate Update

Draft Results

July 2024



**CDM
Smith**

Agenda

- Introductions
- Purpose and Scope
- Review wholesale rate methodology
- Summarize updated wholesale rate
- Discussion
- Next Steps

Purpose and Scope

- In 2008/2009, parties agreed to revised methodology for establishing wholesale charges for MWS wastewater treatment and conveyance
- Agreement establishes rate update every 5 years
- This is fourth update (previously updated in 2019) new rate to take effect in 2024
- Basic approach is to update the wholesale rates based on the 2009 mediated agreement, as modified, with the most current applicable data

Glossary

- Book Value—Original cost of infrastructure
- CIAC—Contributions in aid of construction. Amounts provided by outside entities to pay for portions of capital investment
- CWIP—Construction Work in Progress. Capital assets being developed but which are not in use. Wholesale charges exclude CWIP
- Joint Facility—MWS infrastructure that serves Nashville retail and some or all wholesale customers
- OCLD—Original cost, less accumulated depreciation
- Utility Method—Cost allocation method that uses depreciation and rate of return to recover capital costs
- Rate Base—Total OCLD minus CIAC minus federal grants that rate or return is applied and depreciation charge based on
- Weighted Cost of Capital—Rate applied to rate base as part of utility method.
 - Current weighted cost of debt issued by MWS
 - Plus 2 percentage point risk adjustment

Basic Elements of the Rate Methodology

- Wholesale customers treated as single class
 - Data aggregated for the wholesale customers and the facilities they benefit from
 - Each customer pays the same rate (\$/CCF) adjusted for their respective flow
- Rate reset every 5 years, with “inflation” adjustments permitted annually
- Wholesale rate includes
 - Operating cost component based on proportional flow for the “Joint Facilities”
 - Capital costs based on book value of Joint Facilities used by class
 - Modified utility method for determining relevant costs
 - Rate tied to proportional flow
- No true-up or adjustments at end of each five year term

O&M Rate Methodology

- Wholesale customers responsible for their *pro rata* share of the costs for the Joint Facilities
- *Pro Rata* determined by wholesale customer's share of total wastewater flows
- Allocated among the wholesale customers based on each entity's proportional measured flows for the previous three years

Operations and Maintenance Cost Allocation

■ Determine Flow Allocation—Based on 3-year average

Flow Data Used for Rate Calculation					
	2019 Calculation (FY 2016-2018 flows)			2024 Calculation (FY 2021-2023 flows)	
	Flow (CCF)	% of total flow		Flow (CCF)	% of total flow
Flow by Community (3-year average)					
Hendersonville	2,416,630	3.09%		2,448,296	2.98%
Goodlettsville	1,930,091	2.47%		1,759,511	2.14%
Millersville	194,748	0.25%		233,447	0.28%
Ridgetop	31,691	0.04%		35,629	0.04%
White House	179,756	0.23%		252,687	0.31%
Belle Meade	127,294	0.16%		21,633	0.03%
Brentwood	2,147,519	2.75%		2,252,651	2.74%
LaVergne	1,198,930	1.53%		1,707,348	2.08%
<u>Mt. Juliet</u>	<u>1,678,903</u>	<u>2.15%</u>		<u>1,666,334</u>	<u>2.03%</u>
Total Wholesale Flow	9,905,563	12.67%		10,377,536	12.63%
Metro Flow	68,304,820	87.33%		<u>71,799,858</u>	87.37%
Total System Flow	78,210,383			82,177,394	
Note: The methodology calculates a rate based on the flow of all wholesale customers, regardless of whether they are participants in the Agreement or not.					

Operations and Maintenance Cost Allocation

■ Determine Wastewater Joint Cost

Wastewater O&M Allocation - Joint Percent Allocation by Category – FY 2024

	% of WW Cost Allocated to Joint	Joint Cost (After Allocation)	Allocation Basis
Administration	80%	\$5,240,611	Composite
Human Resources	77%	\$705,406	Employee Function
Stores	80%	\$195,963	Composite
Business and Finance	80%	\$1,496,781	Composite
Development Services	47%	\$360,220	Net Book Values – Joint Use Assets to total
Information Service	80%	\$2,458,014	Composite
Customer Service	0%	\$0	All Retail
Engineering	47%	\$457,408	Net Book Values – Joint Use Assets to total
System Services	28%	\$3,182,922	Net Book Values - Force Mains and Trunks to total of Collection Lines, Force Mains and Sewer Trunks
Dry Creek WWTP	100%	\$8,204,500	All Joint
Whites Creek WWTP	100%	\$5,755,900	All Joint
Central WWTP	100%	\$35,210,900	All Joint
Laboratory	100%	\$3,483,600	All Joint
Operations Administration	100%	\$233,880	All Joint
PS/Telemetry	100%	\$12,693,200	All Joint
Security	100%	\$352,500	All Joint
Total Joint O&M		\$80,031,804	

Operations and Maintenance Cost Allocation

- Determine Wholesale O&M Rate

O&M Cost Allocation Calculation, 2024	
Total Joint Costs	\$80,031,804
Wholesale Share of Joint Costs	<u>12.63%</u>
Total Joint Costs Allocated to Wholesale	\$10,106,585
Total Wholesale Metered Flow (CCF)	<u>10,377,535</u>
Rate per CCF	\$0.97

Operations and Maintenance Wholesale Rate – 2019 and 2024

O&M Wholesale Rate Calculation – 2019 and 2024		
	2019	2024
Total Joint Costs	\$54,410,586	\$80,031,804
Wholesale Share of Joint Costs	<u>12.67%</u>	<u>12.63%</u>
Total Joint Costs Allocated to Wholesale	\$6,891,252	\$10,076,711
Total Wholesale Metered Flow (CCF)	9,905,563	10,346,860
Rate per CCF	\$0.70	\$0.97

Capital Cost Allocation

- Recovers costs incurred by MWS to put in place the required infrastructure
 - Based on MWS fixed asset records
 - General Sewer category includes some Program Management costs and the PM costs are considered Joint Use
 - MWS may modify its fixed asset accounting to shift these Program Management costs out of General Sewer
- Two Components to the Capital Fee
 - Annual depreciation—analogous to debt service principal payment
 - Rate of return—analogous to debt service interest payment
- Annual depreciation
 - Determine OCLD of Joint Facilities
 - Contributed Capital – prior EPA grant funding, prior funding through Trunk and Transmission rates and equity payments from Wholesale Customers
 - Under the agreement, Pre-2004 assets based on depreciated value of 50% of asset value
 - Apply MWS depreciation rates to Joint Facilities
 - Allocate wholesale portion based on percent of reserved capacity for wholesale customers
- Rate of Return
 - Rate of return – weighted cost of capital, plus 200 basis points risk premium
 - Applied to Joint Facility Rate Base
- Determine wholesale capital rate
 - Divide wholesale allocated depreciation and rate of return by wholesale flow

Capital Cost Allocation

- Determine OCLD of Joint Use Assets Allocated to Wholesale

OCLD Allocated to Wholesale – 2024 Fixed Assets	
50% OCLD - Pre 2004 Assets	\$265,384,378
OCLD - Post 2004 Assets	<u>\$546,396,626</u>
Total OCLD for Allocation	\$811,781,004
Less: Contributed Capital	(\$36,020,726)
Less: OCLD of Retail Only Assets	(\$420,122,402)
Less: Retail Share of Trunks/Lines Pre 1975	<u>(\$10,810,184)</u>
Asset Value for Wholesale Allocation	\$344,827,692
Asset Value for Wholesale Allocation	\$344,827,692
Wholesale Allocation	<u>12.63%</u>
Wholesale Share	\$43,551,737
Adjustment for 201 Asset Agreement Wholesale Share (1)	<u>\$217,508</u>
OCLD Allocated to Wholesale	\$43,334,229
(1) 201 Asset Agreement Wholesale Share carries a 10% wholesale allocation factor, EPA grants tied to percentage of wholesale flow.	

Capital Cost Allocation

- Determine Annual Depreciation

2024 Depreciation Calculation	
Annual Depreciation (1)	\$49,185,831
Less: Contributed Capital	(\$276,695)
Less: OCLD of Retail Only Assets	(\$13,906,454)
Less: Retail Share of Trunks/Lines Pre 1975	<u>(\$323,473)</u>
Annual Depreciation for Wholesale Allocation	\$34,679,209
Annual Depreciation for Wholesale Allocation	\$34,679,209
Wholesale Allocation	<u>12.63%</u>
Wholesale Share	\$4,366,419
Adjustment for 201 Asset Agreement Wholesale Share (2)	<u>\$1,671</u>
Annual Depreciation Allocated to Wholesale	\$4,368,090
(1) Sum of Depreciation for assets after FY 2004 at 100% and assets at FY 2004 at 50%	
(2) 201 Asset Agreement Wholesale Share carries a different allocation factor	

Depreciation derived from MWS Capital Asset Records

Overview Contributed Capital Adjustment

- Prior to original mediation, assets in Metro's system were partially funded by EPA grants and trunk and transmission contracts with wholesale customers (201 Agreements)
- Wholesale customers receive credit for the grants and contributed capital as an offset to allocable asset base
- Over time, the assets funded by the grants and contributed capital have depreciated, so required to recalculate estimated remaining value of the assets partially funded through grants/contributed capital

Contributed Capital (Detailed)

- Estimate a percentage remaining useful life on joint assets installed prior to 2004
 - OCLD divided by original cost
- Apply percentage remaining useful life to total EPA grants and contributed capital
 - Pro-rated portion of EPA grants and contributed capital to apply as offset to asset base
- Determine wholesale share of pro-rated portion of grants/contributed capital
 - EPA grants based on wholesale flow to total flow (12.59%)
 - Contributed capital based on 10%, consistent with original 201 Agreements
- Multiply wholesale share of pro-rated portion by rate of return
 - Amount of grant/contributed capital to offset wholesale portion of rate of return
- Determine annual depreciation factor
 - Annual depreciation on joint assets installed prior to 2004 divided by original cost of joint assets installed prior to 2004
- Apply annual depreciation factor to wholesale share of pro-rated portion of grants/contributed capital
 - Amount of grant/contributed capital to offset wholesale portion of annual depreciation

Capital Cost Allocation

- Determine Weighted Cost of Capital

Weighted Capital Cost Calculation	
Total Principal Outstanding	\$1,499,685,000
Weighted Interest Rate for all Issues (1):	3.38%
Contractual Risk Premium	<u>2.00%</u>
Weighted Cost of Capital %	5.38%
(1) MWS weighted average cost of debt based on outstanding bond issues and SRF loans as of FY 2024	

Capital Cost Allocation

- Determine Return on Rate Base

Return on Rate Base	
OCLD Allocated to Wholesale	\$43,634,361
Rate of Return	<u>5.38%</u>
Return on Rate Base	\$2,331,382

Capital Cost Allocation

- Calculate Wholesale Capital Rate

Wholesale Capital Rate	
Return on Rate Base	\$2,331,382
Annual Depreciation Allocated to Wholesale	<u>\$4,405,889</u>
Capital Cost Allocated to Wholesale	\$6,737,271
Capital Cost Allocated to Wholesale	\$6,737,271
Wholesale Flow (CCF)	10,377,535
Wholesale Rate (\$/CCF)	\$0.65

Wholesale Capital Rate – 2019 and 2024

Wholesale Capital Rate Calculation – 2019 and 2024		
	2019	2024
Return on Rate Base	\$2,829,206	\$2,331,382
Annual Depreciation Allocated to Wholesale	<u>\$3,981,576</u>	<u>\$4,405,889</u>
Capital Cost Allocated to Wholesale	\$6,810,783	\$6,737,271
Capital Cost Allocated to Wholesale	\$6,810,783	\$6,737,271
Wholesale Flow (CCF)	9,905,563	10,377,535
Wholesale Rate (\$/CCF)	\$0.69	\$0.65

Wholesale Share of Fixed Assets – 2019 and 2024

OCLD Allocated to Wholesale with Offsets – 2019 and 2024		
	2019	2024
50% OCLD - Pre 2004 Assets	\$309,037,727	\$265,384,378
OCLD - Post 2004 Assets	<u>\$512,205,591</u>	<u>\$546,396,626</u>
Total OCLD for Allocation	\$821,243,319	\$811,781,004
Less: Contributed Capital	(\$42,819,378)	(\$36,020,726)
Less: OCLD of Retail Only Assets	(\$431,623,388)	(\$420,122,402)
Less: Retail Share of Trunks/Lines Pre 1975	<u>(\$12,823,506)</u>	<u>(\$10,810,184)</u>
Asset Value for Wholesale Allocation	\$333,977,046	\$344,827,692
Asset Value for Wholesale Allocation	\$333,977,046	\$344,827,692
Wholesale Allocation	<u>12.67%</u>	<u>12.63%</u>
Wholesale Share	\$42,299,124	\$43,416,852
Adjustment for 201 Asset Agreement Wholesale Share (1)	<u>\$265,986</u>	<u>\$217,508</u>
OCLD Allocated to Wholesale	\$42,565,110	\$43,634,361
(1) 201 Asset Agreement Wholesale Share carries a 10% wholesale allocation factor, EPA grants tied to percentage of wholesale flow.		

Wholesale Rate

Comparison of Calculated Rates 2009, 2011, 2014, 2019, 2024 - Cost Per CCF						
	2024 Calculated Rate					
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.97	\$0.65	\$1.62		
	2019 Calculated Rate					
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.70	\$0.69	\$1.38		
	2014 Calculated Rate					
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.70	\$0.61	\$1.30		
	2011 Calculated Rate					
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.65	\$0.55	\$1.20		
	2009 Calculated Rate					
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.68	\$0.49	\$1.17		

Calculated Revenues Comparison

Wholesale Calculated Revenue 2009, 2011, 2014, 2019, and 2024					
	2009	2011	2014	2019	2024
Wholesale Rate (\$/CCF) (1)	\$1.17	\$1.20	\$1.30	\$1.38	\$1. 62
Wholesale Flow	9,451,846	9,883,350	9,155,644	9,905,563	9,905,563
Calculated Revenue	\$11,191,926	\$12,212,717	\$12,005,357	\$13,278,094	\$16,243,386
(1) For the purposes of comparison, it is assumed all wholesale customers are charged the group rate					

- Note: calculation based on first year of each of the three rate periods before any inflation adjustments are taken.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 8, 2024

Item #: 12. Motion to Approve a Memorandum of Understanding with Box 55 for Rehabilitation Services for La Vergne Fire and Police.

Department: Fire

Presented By: Ronny Beasley

Item Attachments:

1. MOU - Box 55 Association
2. Addendum to MOU - Box 55 Association

Summary:

The fire department is seeking approval of a MOU with Box 55 to provide rehabilitation services for the Fire and Police Departments on emergency scenes and call outs.

Background Information:

The Fire Department is requesting approval of the MOU with Box 55. Box 55 will provide the necessary items for hydration, nutrition and comfort during emergency events in the City. Box 55 Association will be available upon request through the Incident Commander or La Vergne Police Dispatch.

Financial Summary:

The fee is an annual payment of \$18,000 from the fire department budget.

Staff Recommendation:

Staff recommends approval.

Memorandum Of Understanding for First Responder Rehabilitation Services
Between
La Vergne Fire Rescue Department & La Vergne Police Department
And
Box 55 Association

Section 1.0 Purpose & Background

- 1.1 The La Vergne Fire Rescue Department and La Vergne Police Department located in Rutherford County, TN, desire to provide on scene rehabilitation Services to its members while engaged in various assigned duties.
- 1.2 Box 55 Association is a 501 (c) (3) Nonprofit registered in the State of TN and is experienced in providing rehabilitation services since 1952. Our base area of service is Nashville/Davidson County.

Section 2.0 Scope

- 2.1 This agreement covers the entities named above and no other unless amended in writing by mutual agreement.
- 2.2 The Rehab Services provided are by volunteers who are members of Box 55 Association, who have been vetted and background checked. Box 55 Association will work diligently to recruit, train and retain Team members who live in or near to La Vergne. The served departments have approval authority as to those added members.

Section 3.0 Service required

- 3.1 Fire, EMS and Police Operations and Training is strenuous and can be dangerous without proper opportunity for adequate re-hydration, nutrition and environmental protection during periods of rest and recovery. These services include bottled water, Gatorade, nutritious metabolic snacks. An area with seating, protection from adverse weather conditions and environmental cooling and heating assistance.

Section 4.0 Request for Services

- 4.1 The Chief of the La Vergne Fire Rescue Department or La Vergne Police Department or their Designees will determine when the services of Box 55 Association are needed. The request for service shall be made by Contacting the Metro Nashville ECC by phone or radio and the request for Box 55 will be paged out to the Officers of Box 55. Box 55 will endeavor to respond timely and communicate directly with the requesting authority of its ability and time to respond.
- 4.2 The Lavergne Agencies will provide access and radio programming for no less than 3 mobiles and 8 Portable radios capable of communicating on the La Vergne Public Safety talk groups for both served groups of Fire and Police.
- 4.3 Box 55 Association requests to meet with both Fire and Police leaders to determine operational Specific plans and to establish relationships with Supervisory staff in order to reduce confusion or delays in services.

Section 5.0 Mutual Aid Understanding

5.1 Box 55 Association is a founding member of the Middle TN Rehab Alliance. This alliance is currently represented by Wilson, Williamson, Sumner, Maury Counties. If a major event occurs, Box 55 Association may request assistance from one of the Alliance Members in order to cover needed areas.

Section 6.0 Fees for Services

6.1 La Vergne has estimated its call volume at 2 or 3 calls/month. Based on that estimate, Box 55 is requesting an annual contribution of \$18,000. This payment may be paid annually in advance. Annual reviews for reimbursement change needs will coincide with the City of La Vergne Budget cycle.

Section 7.0 Operational Direction

7.1 At all times, Box 55 Association will take direction from the scene commanders of the La Vergne Fire Rescue Department/La Vergne Police Department. This includes locations for services provided and the scope of requested services. The parties agree to meet at least quarterly to discuss operations, procedures and to endeavor to constantly improve outcomes.

Section 8.0 Termination

8.1 Either party may terminate this agreement without cause upon 30 days written notice.

Section 9.0 Mutual Indemnification

9.1 Each party hereto shall hold harmless, defend and indemnify the other party, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

Agreed to this 1st day of July, 2024

Mayor Jason Cole
City of La Vergne



Rick Short
Board President
Box 55 Association

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING FOR FIRST RESPONDER
REHABILITATION SERVICES BETWEEN
BOX 55 ASSOCIATION AND
THE CITY OF LA VERGNE, TENNESSEE**

This Addendum (herein "Addendum") amends the Memorandum of Understanding for First Responder Rehabilitation Services ("Agreement" or "Contract") between Box 55 Association, a Tennessee non-profit corporation ("Contractor"), and the City of La Vergne, Tennessee ("City"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreement regardless of what order the Agreement and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
- 2. Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision.

Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreement to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to

reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this section 9.

- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other Agreement or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
- 12. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreement, or on any obligations under the terms of the Agreement.
- 13. Parties to Receive Notice:** Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of La Vergne
ATTN: City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086
- 14. Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 15. Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreement or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreement, subsequent Agreement, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreement or other document(s) which may accompany the Agreement or be incorporated by reference. Notwithstanding any provision in the Agreement, subsequent Agreement, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

16. No Presumption Against Drafter. This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

17. Counterparts. This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. Effective Date. This Addendum is effective as of the last date written below ("Effective Date").

Box 55 Association

City of La Vergne, Tennessee

Signature

Mayor

Date

Date

Printed Name

Approved as to form:

Title

E. Evan Cope, City Attorney