

AGENDA

Board of Mayor and Aldermen
September 3, 2024 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Mayor Cole
- Pledge of Allegiance by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: August 6, 2024 Workshop and August 8, 2024 Regular Meeting.
2. Presentations:
 - A. Fire Station #41 Grand Opening Plaque - Alderman Hobbs.
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 #2024-13** - An Ordinance to Amend Title 20, Chapter 4 of the La Vergne Municipal Code Regarding Public Records.
6. Second Reading - **Ordinance #2024-14** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
7. Second Reading - **Ordinance #2024-15** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

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

8. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. Bid - Asphalt Paving and Materials.
 2. Sole Source Purchase - Magnet Forensics GrayKey Software.

3. Sourcewell Contract Purchase - Front Loader for the Water and Sewer Departments.
4. Sourcewell Contract Purchase - Asphalt Compaction Roller for the Street Department.
5. State Contract Purchase - Wheel Saw (Trencher) for the Water Department.
6. Sole Source Purchase - Two Muffin Monster Grinders for the Hollandale Sewer Lift Station.
- B. Approve Professional Services Agreement with JMT, Inc. for the Right-of-Way Acquisition Consulting Services for the South Waldron Road Widening Project.
- C. Approve Amendment #1 to the Clinic Share Agreement between Premise Health Employer Services, LLC, the Town of Smyrna, the City of La Vergne and Unipres U.S.A., Inc.
- D. Approve Proposal, Sales Agreement and Maintenance Agreements with MTR and Lease Agreement with JEG Capital for the Police Department Copy Machine and the Assistant City Administrator Copy Machine.
- E. Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.

NEW BUSINESS

9. **Resolution #2024-21** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.
10. **Resolution #2024-22** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.
11. **Resolution #2024-23** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.
12. **Resolution #2024-24** - A Resolution Authorizing the City of La Vergne to Participate in the HGAC Cooperative Purchasing Program.
13. **Resolution #2024-25** - A Resolution to Donate a Surplus Fire Prevention Trailer to the City of Eagleville.
14. **Appoint or Remove Board / Committee Members:**
 - A. La Vergne Industrial Development Board. (One term is vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 6, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

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

BOARD MEMBERS PRESENT

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

Mayor Cole stated that the prayer would be led by 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: June 27, 2024 Workshop and July 18, 2024 Special Meeting.

No action was taken.

2. Presentations:

A. Service Ribbon Presentations - Police Department.

B. TDOT Presentation – I-24 Southeast Choice Lanes Project.

A presentation was made by TDOT regarding the I-24 Southeast Choice Lanes Project.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department.

B. Fire Department.

C. Parks & Recreation Department.

D. Library.

E. Finance Department.

F. Water Treatment Plant.

Department reports will be given at the August 8, 2024 regular meeting. No action was taken.

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.**

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA

6. **Consent Agenda Items:**
- A. **Approve or Reject City Bids and Purchases:**
 - 1. **Sourcwell 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**
K. 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.

Assistant City Administrator Kyle Brown spoke about the Sourcewell contract purchase for the Public Works and Community Development Services Facility.

Mr. John Gahring, a representative with CTI, approached the podium and explained items D, E, F, and G.

No action was taken.

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.**

Mayor Cole explained the ordinance.

No action was taken.

- 8. First Reading - Ordinance #2024-14 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

- 9. First Reading - Ordinance #2024-15 - An Ordinance to Amend the Fiscal Year.**

Mayor Cole explained the ordinance.

No action was taken.

- 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.**

Mayor Cole explained the resolution.

No action was taken.

11. Motion to Approve an Agreement with the Metropolitan Government of Nashville and Davidson County for Sewage Transportation and Treatment.

Mayor Cole explained the motion.

Mr. Brown explained what the City is paying Metro. A discussion ensued.

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

Mayor Cole explained the motion.

Fire Chief Beasley approached the podium and explained the need for the rehab services.

Police Chief Moews expressed his concerns and reiterated the need for the rehab services.

Mr. Rick Short, a representative of Box 55, approached the podium to field questions from the board.

A discussion ensued.

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. FYI – La Vergne Industrial Development. (One term is vacant.) Mayor Cole spoke about the committee and vacancy.

Alderman Hobbs made comments about her concerns with the Industrial Board and Planning Commission members.

No action was taken.

MAYOR / ALDERMEN COMMENTS

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

everyone to watch for the kids getting on and off the school buses.

Alderman Haas made comments about the railroad crossing that was closed for repairs. She reminded everyone about the Howl at the Moon 5K this week and to watch for the road closures. She thanked the Public Works Department and asked everyone to stay safe.

Mayor Cole made comments about TDOT working on Murfreesboro Road. He thanked the Public Works Department. He reminded everyone about the Howl at the Moon 5K and the Fire Station 41 Grand Opening on August 20, 2024. He asked everyone to stay safe and follow the school zones.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:52 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 8, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The August 8, 2024 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

Alderman Hobbs arrived.

ORDER OF BUSINESS

1. Approve Minutes: June 27, 2024 Workshop and July 18, 2024 Special Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the June 24, 2024 Workshop and the July 18, 2024 Special Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Presentations:

A. Service Ribbon Presentations – Police Department. Chief Moews presented Service Ribbons and Chief's Challenge Coins to Officer Cline, Lt. Staats, and Lt. Durham, for their service at the 2024 Republican National Convention.

3. Public Comment Period.

No one spoke.

4. Department Reports:

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

- B. **Fire Department.** Fire Chief Ronny Beasley gave the report for the Fire Department.
- C. **Parks & Recreation Department.** Mr. David McGowen gave the report for the Parks & Recreation Department.
- D. **Library.** Ms. Donna Bebout gave the report for the Library.
- E. **Finance Department.** Ms. Danielle Brown gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the 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.**

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

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

CONSENT AGENDA

- 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**

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

NEW BUSINESS

7. **First Reading - Ordinance #2024-13 - An Ordinance to Amend Title 20, Chapter 4 of the La Vergne Municipal Code Regarding Public Records.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Ordinance #2024-13 on first reading, was adopted following a roll-call vote.

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

8. **First Reading - Ordinance #2024-14 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion, made by Alderman Hobbs, seconded by Alderman Haas to approve Ordinance #2024-14 on first reading, was adopted following a roll-call vote.

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

9. First Reading - Ordinance #2024-15 - An Ordinance to Amend the Fiscal Year.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2024-15 on first reading, was adopted following a roll-call vote.

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

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.

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Resolution #2024-20, was adopted following a roll-call vote.

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

11. Motion to Approve an Agreement with the Metropolitan Government of Nashville and Davidson County for Sewage Transportation and Treatment.

A motion was made by Alderman Hobbs, seconded by Alderman Waldron, to approve an agreement with the Metropolitan Government of Nashville and Davidson County for Sewage Transportation and Treatment.

Alderman Waldron made comments about the sewer increase. A discussion ensued.

Vice-Mayor Noe stated his concerns about the increase. City Administrator Bruce Richardson explained the MTAS rate study that was already built in. He stated that the City would calculate the increases and how it will affect the budget. A discussion ensued.

The motion was adopted following a roll-call vote.

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

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

A motion was made by Alderman Hobbs, seconded by Vice-Mayor Noe, to approve a Memorandum of Understanding with Box 55 for Rehabilitation Services for La Vergne Fire and Police.

Vice-Mayor Noe asked if this was an annual service. Mayor Cole explained the budgeting process.

The motion was adopted following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

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

Alderman Hobbs made comments about Box 55 and the need for it. She reminded everyone to apply for the IDB.

Alderman Haas reminded everyone to stay safe in the hot weather.

Vice-Mayor Noe Thanked all staff. He spoke about the Codes department and thanked Codes Director Joe White and his staff for doing a great job. He made comments about Box 55 and Box 100.

Mayor Cole reminded everyone about the Fire 41 ribbon cutting and grand opening, the Howl at the Moon 5K, and the Fall Festival coming up. He encouraged citizens to apply for Boards.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:43 p.m.

Mayor

City Recorder

Approved: _____

COMPARATIVE ANALYSIS OF AUGUST 2023 VS AUGUST 2024

DATE RANGE FROM AUGUST 1 – AUGUST 29



PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT

CRIME COMPARISON: AUGUST 2023 VS 2024

Crime Type	August 2023	August 2024	Change from 2023
Residential/Business Burglary	4	4	+0.0%
Vehicle Burglary	4	3	-25.0%
Motor Vehicle Theft	12	5	-58.3%
Robbery	0	0	+0.0%
Assaults (Including Domestic)	39	48	+23.1%
Domestic Verbal	35	32	-8.6%
Theft	26	18	-30.8%
Shoplifting	4	11	+175.0%
Overdoses	8	2	-75.0%
Homicide	0	0	+0.0%

POLICE DEPARTMENT ACTIVITY: AUGUST 2023 VS AUGUST 2024

Area of Comparison	August 2023	August 2024	Change from 2023
Calls for Service	2,795	2,811	+0.6%
Arrests	149	290	+94.6%
DUI Arrests	20	19	-5.0%
Drug Related Arrests	22	26	+18.2%
Citations/Warnings	280	247	-11.8%
Recovered Stolen Vehicles	5	4	-20.0%

LA VERGNE TRAFFIC ACTIVITY: AUGUST 2023 VS AUGUST 2024

Area of Comparison	August 2023	August 2024	Change from 2023
Crashes	96	80	-16.7%
Injury Crashes	13	11	-15.4%
Traffic Stops	474	663	+39.9%

- 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

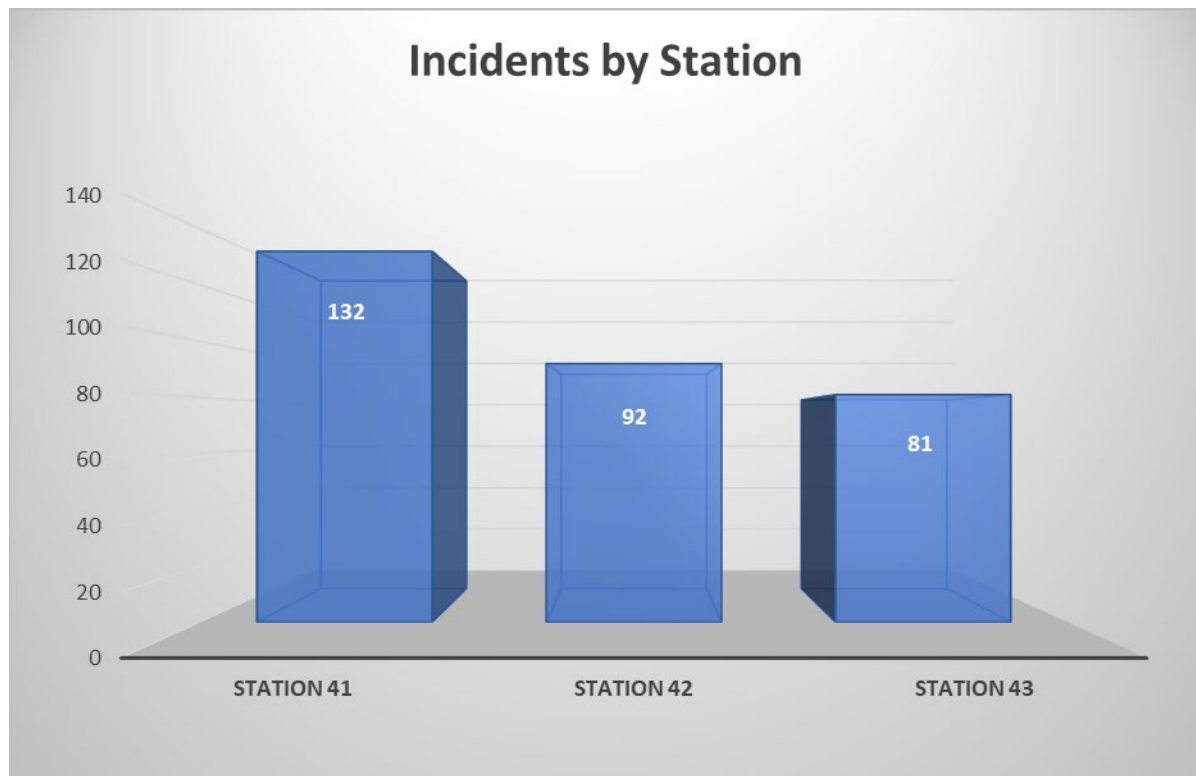
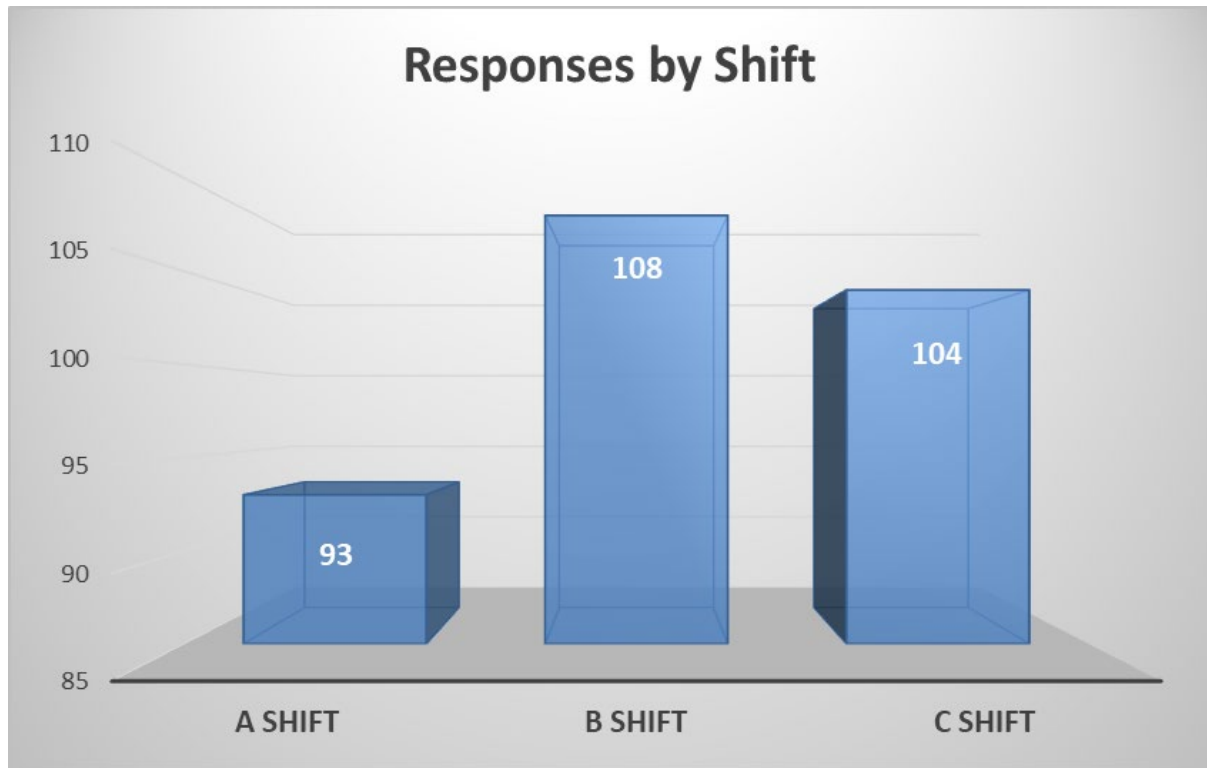
2024													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2024
Structure Fire	2	4	3	3	2	3	4	3					24
Fire Alarm	38	33	30	18	25	26	38	30					238
Vehicle Fire	1	1	3	4	4	3	6	7					29
Grass Fire	3	2	4	10	2	2	4	4					31
Haz-Mat	5	4	6	6	4	6	1	7					39
MVA's	35	29	34	27	25	31	38	24					243
Medical	228	187	221	218	244	214	210	223					1745
Cancelled	3	1	4	4	1	3	2	1					19
Miscellaneous	20	5	19	17	6	12	5	6					90
Inspections	72	58	83	8	64	91	47	84					507
IROL Reports	18	22	29	34	36	42	18	21					220
Courtesy Insp.	0	0	102	47	108	43	144	24					468
Total	335	266	324	307	313	300	308	305					2458

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

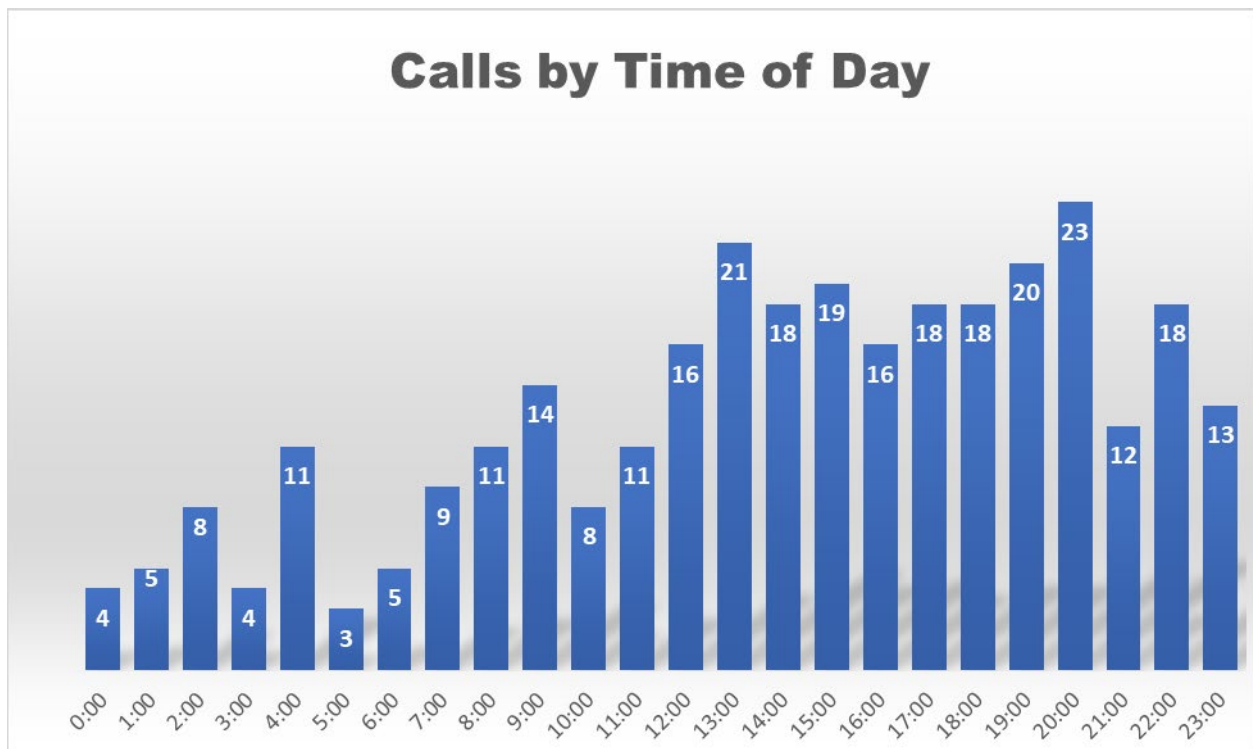
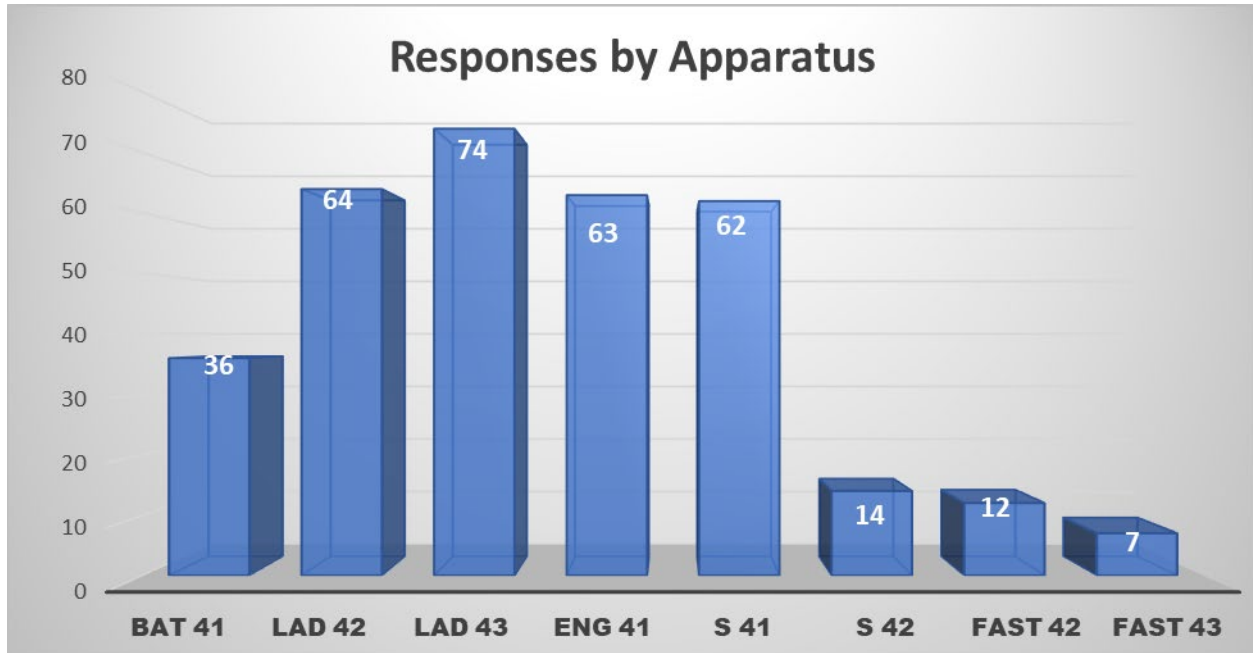
Response Times													
January	February	March	April	May	June	July	August	September	October	November	December	Average	
3:42	3:56	3:49	3:52	3:57	3:50	3:58	3:44					3:51	

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	50,000					553,000	

City of La Vergne FIRE DEPARTMENT



City of La Vergne FIRE DEPARTMENT



La Vergne Parks & Recreation Dept

August 2024 Monthly Report

<u>PROGRAM</u>	<u>FREQUENCY</u>	<u>ATTENDANCE</u>	<u>REVENUE</u>
Multi-Purpose Bldg	26	2,200	\$375.00
Pavilions	12	600	\$175.00
Jazzercise			\$285.00
Fall Festival Vendor fee			\$775.00
Fall Festival Sponsor			\$3,000.00
Howl At The Moon 5K			\$1,365.00
<u>Total Help Desk Ticket</u>	101		
<u>Man Hours</u>	739.5		
Visitors in the Park		N/A	
TOTAL	878.5	2,800	\$5,975.00

Past Events:

August 16, 2024 - Howl At The Moon 5K

August 29-31, 2024 - Summer Carnival

Upcoming Events:

September 13-14, 2024 - Cruise-in/ Fall Festival

Upcoming Meetings:

September 16, 2024 - Parks and Recreation Advisory Committee Meeting - 6:00 pm

September 16, 2024 - Historical Advisory Committee Meeting - 7:00 pm

La Vergne Public Library

August 2024



Monthly Statistics

Library Attendance	4,235
Circulation	3,609
EBooks / EAudio	195
New Patron Cards	98
Computer Usage	1,628

*The Library Board will meet
at City Hall on Monday,
September 9, 2024 @ 5:00 p.m.*

*The library will be closed on
Saturday, September 14, 2024.*

*Join us at the library tent
for the La Vergne Fall Festival!*

Saturday, September 14, 2024

"It's Fall Y'all on the Library Farm!"

**Stop by the library tent to discover
so many resources available for free.**

**Snap some cute selfies
or take a group photo
in front of the library barn.**

**Play Giant Connect 4!
Challenge a friend playing Corn Hole!
Make & Take a Fall Craft!
And so much more...**

See y'all there!

Storytimes & Programs

 **Exciting News!** 

💎 Story Times and regular programs are back starting the week of September 23rd! 💎
Get ready for engaging stories, creative activities, and all the fun you've missed.

 We're excited to welcome you back and kick off this season of reading! 

Stay tuned for more details  💎

<http://catalog.lavergnetn.gov>

Critters & Cards

Show off your furry pals by snapping a pic with your library card! Starting September 3rd, share your pet's snap with the front of your library card. Submit in person, drop a comment on our Facebook, or send us a message. Contest ends September 30th.

Win cool gift cards!

- 1 Furr-st place \$75
- 2 Second place \$50
- 3 Third place \$25



**CITY OF LA VERGNE
FINANCIAL SUMMARY
July 31, 2024**

**1 MONTHS
8.3% OF FISCAL YEAR**

	<u>GENERAL FUND</u>		
	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Revenues	\$ 2,104,718	\$ 4,172,874	\$ 50,074,493
Expenditures	5,730,156	4,172,874	50,074,493
NET INCOME	\$ (3,625,438)	\$ -	\$ -

4.2% of Budget Collected
11.4% of Budget Spent

	<u>LOCAL SALES TAX</u>		
FY 2024-2025	\$ 1,393,188	\$ 1,375,000	\$ 16,500,000
Same Period Last Year	\$ 1,374,091		

8.4% of Budget Collected

	<u>STATE STREET AID FUND</u>		
Revenues	\$ 121,122	\$ 108,334	\$ 1,300,013
Expenditures	17,080	108,334	1,300,013
NET INCOME	\$ 104,043	\$ -	\$ -

9.3% of Budget Collected
1.3% of Budget Spent

STATE STREET AID:			
Street Lighting, Road Maint	\$ 17,080	\$ 16,667	\$ 200,000
Capital Expenditures	-	6,193	74,313
TOTALS	\$ 17,080	\$ 22,859	\$ 274,313

8.5% of Budget Spent
0.0% of Budget Spent
6.2% of Budget Spent

	<u>STORMWATER FUND</u>		
Revenues	\$ 124,493	\$ 274,540	\$ 3,294,484
Expenditures	103,057	274,540	3,294,484
NET INCOME	\$ 21,436	\$ -	\$ -

3.8% of Budget Collected
3.1% of Budget Spent

STORMWATER FUND			
Operating Expenses	\$ 103,057	\$ 137,040	\$ 1,644,484
Capital Outlay	-	137,500	1,650,000
TOTALS	\$ 103,057	\$ 274,540	\$ 3,294,484

6.3% of Budget Collected
0.0% of Budget Spent
3.1% of Budget Spent

	<u>WATER AND SEWER FUND</u>		
Revenues	\$ 1,513,592	\$ 1,346,241	\$ 16,154,888
Expenditures	969,212	1,387,074	16,644,888
OPERATING INCOME	\$ 544,380	\$ (40,833)	\$ (490,000)

9.4% of Budget Collected
5.8% of Budget Spent

Water Tap Fees Revenue	\$ 17,708	\$ 13,333	\$ 160,000
Sewer Tap Fees Revenue	28,500	27,500	330,000
Total Tap Fees Revenue	\$ 46,208	\$ 40,833	\$ 490,000
NET INCOME	\$ 590,588	\$ 0	\$ -

11.1% of Budget Collected
8.6% of Budget Collected
9.4%

**CITY OF LA VERGNE
FINANCIAL SUMMARY
July 31, 2024**

CASH IN BANKS AND INVESTED

110	GENERAL FUND		\$	29,793,163
110	GENERAL FUND BOND PROCEEDS		\$	8,337,084
121	STATE STREET AID FUND		\$	1,622,704
122	SENIOR CITIZENS FUND		\$	201,116
123	SPECIAL REVENUE FUND (DRUG FUND)		\$	484,948
126	EQUITABLE SHARING FUND		\$	747,553
127	STORM WATER MANAGEMENT		\$	2,954,106
311	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)		\$	3,989,791
	ROAD IMPACT FEES:			
	RECEIVED 7-1-98 THRU	06/30/24	14,469,955	
	RECEIVED 7-1-24 THRU	06/30/25	190,199	
	TOTAL IMPACT FEES REC'D		14,660,154	
	OTHER RECEIPTS/TRANSFERS		900,194	
	TOTAL RECEIVED		15,560,348	
	LESS: EXPENDED		12,367,422	
	BALANCE		3,192,926	
313	CAPITAL PROJECT FUND (PARKS & RECREATION)		\$	1,164,938
	PARK IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2024	2,735,242	
	RECEIVED 7-1-24 THRU	6/30/2025	12,827	
	TOTAL IMPACT FEES REC'D		2,748,069	
	OTHER RECEIPTS/TRANSFERS		1,369,486	
	TOTAL RECEIVED		4,117,555	
	LESS: EXPENDED		3,321,647	
	BALANCE		795,908	
321	POLICE IMPACT FUND		\$	634,704
	POLICE IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2024	1,447,746	
	RECEIVED 7-1-24 THRU	6/30/2025	11,571	
	TOTAL IMPACT FEES REC'D		1,459,317	
	OTHER RECEIPTS/TRANSFERS		53,218	
	TOTAL RECEIVED		1,512,535	
	LESS: EXPENDED		877,831	
	BALANCE		634,705	
322	FIRE IMPACT FUND		\$	153,907
	FIRE IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2024	268,116	
	RECEIVED 7-1-24 THRU	6/30/2025	3,999	
	TOTAL IMPACT FEES REC'D		272,115	
	OTHER RECEIPTS/TRANSFERS		-	
	TOTAL RECEIVED		272,115	
	LESS: EXPENDED		118,208	
	BALANCE		153,907	
413	WATER & SEWER FUND		\$	21,434,785
413	WATER & SEWER FUND ARPA		\$	2,610,828
413	WATER & SEWER CONSTRUCTION FUND		\$	-
511	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)		\$	907,300

**CITY OF LA VERGNE
FINANCIAL SUMMARY**

July 31, 2024

GENERAL FUND

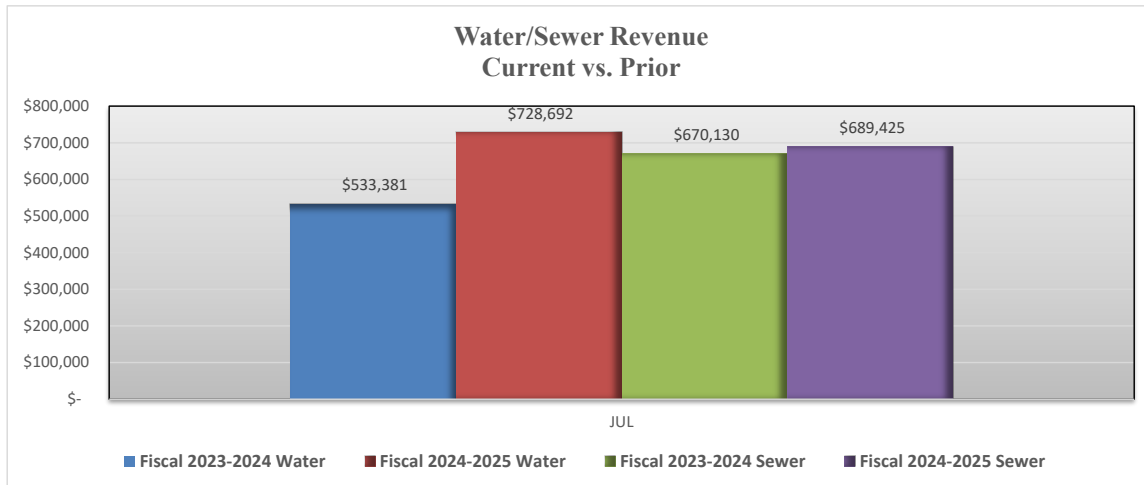
	<u>Fiscal 23-24</u>	<u>Fiscal 24-25</u>	<u>Increase Decrease (-)</u>	<u>% of Total Actual Fiscal 23-24</u>	<u>% of Total Budget Fiscal 24-25</u>
Gross Revenues	\$ 2,053,991	\$ 2,104,718	\$ 50,727	5.8%	4.2%
Gross Expenses	2,895,321	5,730,156	\$2,834,835	8.7%	11.4%
NET INCOME	\$ (841,330)	\$ (3,625,438)	\$ (2,784,108)		

WATER/SEWER FUND

	<u>Fiscal 23-24</u>	<u>Fiscal 24-25</u>	<u>Increase Decrease (-)</u>	<u>% of Total Budget Fiscal 23-24</u>	<u>% of Total Budget Fiscal 24-25</u>
Gross Revenue	\$ 1,248,943	\$ 1,513,592	\$ 264,649	6.1%	9.4%
Gross Expenses	1,091,602	969,212	(122,390)	8.7%	5.8%
OPERATING INCOME	157,341	544,380	\$387,039		
W/S Tap Fees Revenue	\$ 42,300	\$ 46,208	\$ 3,908	4.4%	9.4%
NET INCOME	199,641	590,588	390,947		

WATER/SEWER REVENUE COMPARISON

	413-37110		413-37210		Cumulative	Percent
	Fiscal 2023-2024	Fiscal 2024-2025	Fiscal 2023-2024	Fiscal 2024-2025	Year To Date	Increase
Month	<u>Water</u>	<u>Water</u>	<u>Sewer</u>	<u>Sewer</u>	<u>Increase Decrease</u>	<u>Decrease</u>
JUL	\$ 533,381	\$ 728,692	\$ 670,130	\$ 689,425	\$ 214,605	17.83%
AUG	545,614		657,873		\$ (988,882)	0.00%
SEP	579,556		711,695		\$ (2,280,133)	0.00%
OCT	514,845		641,973		\$ (3,436,951)	0.00%
NOV	484,213		619,950		\$ (4,541,113)	0.00%
DEC	475,010		632,177		\$ (5,648,300)	0.00%
JAN	437,053		596,738		\$ (6,682,091)	0.00%
FEB	459,130		613,439		\$ (7,754,659)	0.00%
MAR	461,957		627,806		\$ (8,844,422)	0.00%
APR	453,001		608,158		\$ (9,905,580)	0.00%
MAY	467,440		617,491		\$ (10,990,511)	0.00%
JUN	606,106		647,436		\$ (12,244,052)	0.00%
TOTAL YTD	\$ 6,017,304	\$ 728,692	\$ 7,644,865	\$ 689,425	\$ 1,418,117	



City of La Vergne, TN

August Monthly Report

September 3rd, 2024



700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

September 3rd, 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 August 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,

A handwritten signature in black ink that reads "Daniel Campbell". The script is cursive and elegant.

Daniel Campbell
Project Manager
Inframark

Executive Summary

During the month of July 2024, the La Vergne water treatment plant treated a 152.172 million gallons of J. Percy Priest Lake water and delivered 123.762 million gallons. That equates to an average of 4.909 million gallons per day treated and 3.992 million gallons per day delivered to the community.

The new finished flowmeter on the new 24" water main line was installed the morning of August 27th. Thank you to Harakas Construction, Griggs and Maloney and the City of La Vergne Public Works for their hard work and willingness to be at the plant during the 14-hour installation process. There is a small leak on the flowmeter and the proper gaskets are on order. When those are received by Harakas, they will be installed as soon as they are able. The 24" main line is currently in service, and the water plant operators are seeing significant pressure and flow improvements.

The SCADA project continues to move forward. Electrical contractors continue to install new conduit and wiring throughout the entire plant.

MR Systems was contacted to assist with troubleshooting and resolving a SCADA communication issue that occurred on August 7th. The plant did not have visibility on the computer of the level of the clearwell or the high service pumps. All this data was visible from the electrical room that was checked routinely while the communication issue occurred. It was first thought to be a fiber issue, but upon closer inspection, it was a PLC issue. Due to the age and outdated programming of the PLC, it took time to get the correct programming to backup the PLC before power was cycled in case it was lost. If the programming was lost, the PLC and SCADA would not function properly. Once the backup occurred, the power was cycled, and communication was restored.

Inframark staff and Eaton are still working together on scheduling a good time to perform the breaker reinstall at the intake as well as the preventative maintenance.

Inframark's annual flushing program began June 24th. In August, there were 72 hydrants and 6 blow offs flushed for a total of 650,400 gallons used. Overall, there have been 293 hydrants and 22 blow offs flushed for a total of 2,377,500 gallons used. For the month of August, 12% of the program was completed. Overall, 49% of the flushing program has been completed thus far.

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

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 August 2024 is being compiled and will be submitted to TDEC no later than September 10th, 2024.
- Total Organic Carbon (TOC) percent removal for August 2024 was 47.60%; the requirement is 25%. That is 1.90 times more removal than required by state and federal regulations.
- Fluoride was sampled in the month of August. This sample is taken at one of the four sampling sites on a quarterly basis. The results for this quarter were 0.623ppm. The maximum contaminant level for Fluoride is 4.0ppm.
- Disinfection by Products were sampled in the month of August. There are four sites sampled on a quarterly basis. The average among all four samples for Total Trihalomethanes samples was 0.0569ppm, with a high of 0.0626ppm. The maximum contaminant level is 0.080ppm. The average among all four samples for Total Halo Acidic Acids 0.0347ppm, with a high of 0.0412ppm. The maximum contaminant level is 0.060ppm.
-
- 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 August, 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 – 5.5 MGD through the plant
- Plant running smoothly and minimal to no water quality concerns due to source water
- Flowmeter installation completed on 8/27
- 24” main in service on 8/29
- Bacteriological sampling stations continue to be installed
- Electrical contractor started running wire for SCADA project
- MR Systems on site to repair a SCADA communication issue; issue resolved and working properly
- SCADA meeting with W&O, Weifield Group and Griggs and Maloney to discuss electrical for SCADA
- Worked with Griggs and Maloney on SCADA control narrative
- 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 August, there were 72 hydrants and 6 blow offs (12.04%) flushed for a total of 650,400 gallons used. Overall, there have been 293 hydrants and 22 blow offs (48.61%) flushed for a total of 2,377,500 gallons used.

Cross Connection Program:

- The following table shows what was completed in August:

Monthly Cross Connection Report 8/1/24 to 8/31/24			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	68	91	62
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
- Iris valve on KMnO₄ feeder tore; ordered repair kits and will repair when they arrive
- CFE feed pump head replaced due to losing water to the turbidimeter
- Install blower #3 in Plant #2
- New control valve installed on high service pump #5
- Carbon feeder not working properly; disassembled and found rag and parts of carbon bag stuck in auger
- Cleaned carbon feeder eductor
- Raw water pump #3 leaking; tightened packing
- Replaced battery backup in electrical room
- Worked on carbon feeder actuators due to not working properly; had to be rebuilt
- KMnO₄ transfer pump stopped working; replaced with new pump
- Replaced cooling fans in high service pump 3 VFD
- New door knobs installed on 3 doors at plant
- Repair leak on bleach pump #3
- Removed and cleaned valve on KMnO₄ transfer line that was not working properly
- Replace CFE feed pump line check valve due to being broken
- Calibrate dry chemical feeders
- Cleaning of the plant

Customer Service

In June, we had four (4) customer complaints and two (2) requests; two complaints for bad taste and odor, two for low pressure, one request to check the home's pressure, and one to have their water tested. For the first "bad taste and odor" complaint, the customer informed me and my technician that she did not believe it was a water quality issue but a plumbing issue. She wanted a sample taken in order to prove to the landlord that there were no issues with the water. A sample was taken and all results came back within normal range. For the second complaint, it was for a "chlorine" odor. A

technician went to the customer's home and tested the chlorine residual. It was a 2.06ppm, which is well below the MCL of 4.00ppm. The customer stated that she noticed it more in the kitchen and even though the technician did not smell chlorine when he was at the residence, I informed the customer that we all have different sensitivities to odor. I advised the customer to remove and clean her aerator out on her kitchen faucet as well as to flush the line. I also advised her to change her refrigerator filter because she stated her ice cubes smelled as well. I told the customer to contact the plant back after doing those things if they do not work and we will continue to troubleshoot the issue. For the first low pressure complaint, the customer's pressure was 35psi. They were advised to contact a plumber to inspect the pressure reducing valve (PRV). For the second low pressure complaint, a technician arrived on site and tested their pressure, which was 40 psi. The customer was advised to contact a plumber to inspect their PRV. For the first request of to check the homeowner's pressure, it was for irrigation purposes. Their pressure was 55psi. For the second request of taking a sample, the sample was taken from outside the home. When contacting the customer to inform him of the results, he stated he wanted the inside water tested due to wanting to make sure his filtration unit was working. We set an appointment for next month to take a sample from within the home.

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**	August	\$13,605.86	\$12,627.08	\$88,262.11

**The maintenance cap number for August 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 5,770 days (15.81 years) without a recordable or time lost injury.
- Safety Topic for this month were Inframark's Bloodborne Pathogens and Life Saving Rules.
- We had no safety issues in the month of August.

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

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Organization Chart	7
Equipment Status Report	8 – 11

City of La Vergne

**Water Treatment Plant
INFRAMARK, LLC**

**Monthly Summary
August 2024**

Parameter	Standard	2023	2024*
Vol. Processed (Million gal.)		138.251	152.172
Vol. Delivered (Million gal.)		114.401	123.762
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	3.690	3.992
Maximum Day Finished Flow	MGD	4.421	4.345
Minimum Day Finished Flow	MGD	3.013	2.699
CFE Water Turbidity (Avg)	<0.3 NTU	0.06	0.07
CFE Water Turbidity (Max)	<0.3 NTU	0.15	0.41
Raw turbidity (Max)	N/A	7.78	3.98
Iron (Max Fin)	0.3 mg/L	0.06	0.05
Manganese (Max Fin)	0.05 mg/L	0.042	0.049
Fluoride (Max Fin)	2.0 mg/L	0.596	0.936
Total Coliform	< 5%	0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	1.53	1.05

Chemicals Used	Purpose	Unit	2023	2024*
Sodium Hypochlorite	Disinfection	lbs.	4,631	4,503
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,637	1,701
Fluorosilicic Acid	Fluoride	lbs.	733	1,041
Powered Activated Carbon	Taste and Odor	lbs.	7,578	7,660
Potassium Permanganate	Oxidation	lbs.	2,298	3,283
Polymer	Blanket Aid	lbs.	777.05	829.86
Aluminum Chloride	Coagulation	lbs.	61,804	73,622

Flushing Program	
No. Flushing Sites	79
Approx. Gallons Used	660,900

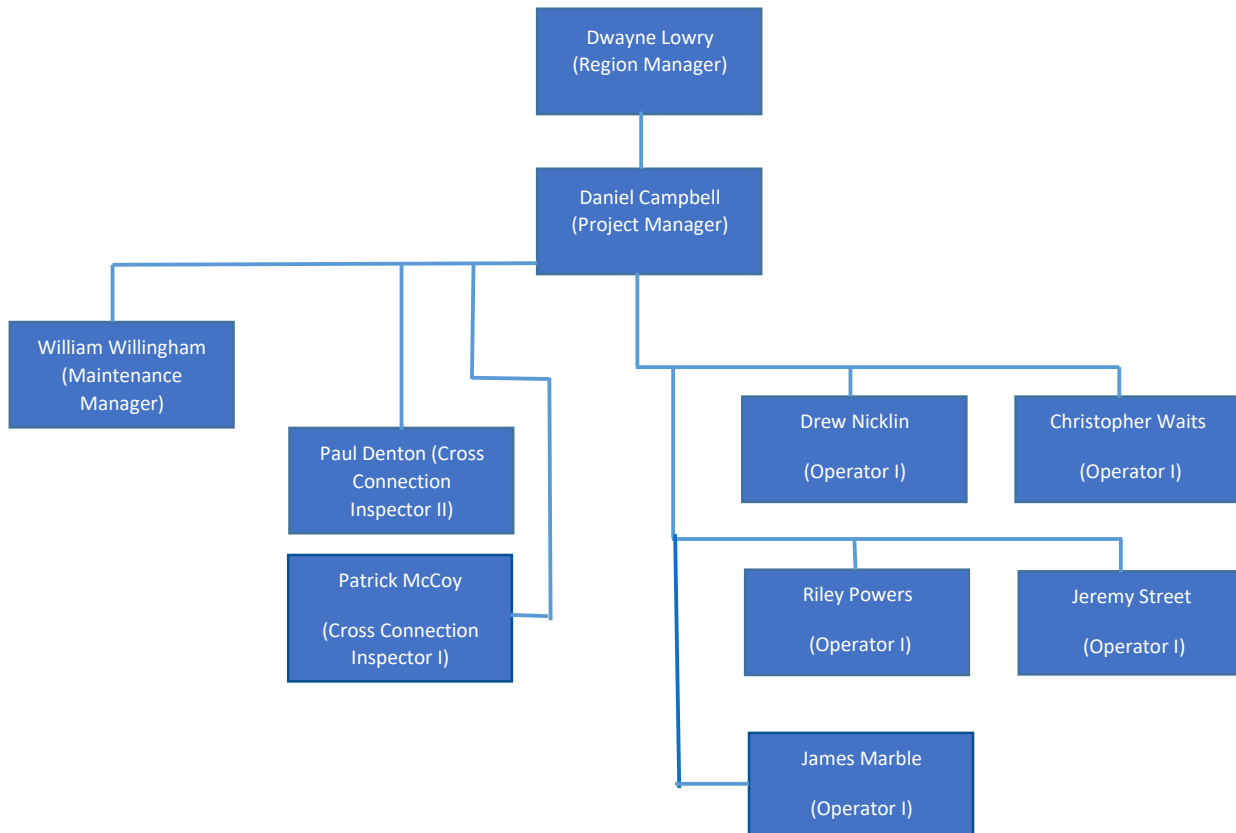
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Maintenance for August	
Maintenance Jan 2024 - Current	\$ 63,262.85
Annual Maintenance Cap	\$ 151,524.96
Remaining Balance	\$ 88,262.11

Membrane Unit
(Million gallons)
Reclaimed

*(Totals are an estimate for August 2024)

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: August

Date Updated: 8/29/24

Equipment is in service

In Service Equipment = 144/149 =
96.64%

Equipment is in service but in need of repair

Prepared by: Daniel
Campbell

Equipment is out of service

Must be repaired within 1 week

Must be repaired within 6 months

Included as part of a capital improvement plan



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

New side/Influent	Superpulsator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulsator Vacuum Pump #1	In Service			
New side/Influent	Superpulsator Vacuum Pump #2	In Service			
New side/Influent	Superpulsator Vacuum Pump Spare	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; Part ordered and received; needs to be installed	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: September 3, 2024

Item #: 5. Second 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@lavergnetn.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.

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- (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@lavergetn.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: September 3, 2024

Item #: 6. Second 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: September 3, 2024

Item #: 7. Second 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: September 3, 2024

Item #: 8.A.1. Bid - Asphalt Paving and Materials.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. Bid - Hawkins Asphalt Paving
2. Bid - Wiregrass Construction

Summary:

This item will award the bid for Asphalt Paving and Materials for the Street Department.

Background Information:

Bids were opened on August 20, 2024 for Asphalt Paving and Materials. There were two bids that were accepted by the city. One bid was rejected because the vendor did not sign the required contract. The accepted bids were from Hawkins Asphalt Paving, LLC and Wiregrass Construction.

In comparing the bids, the costs from Hawkins would be lower for larger projects. Their pricing for sealing cracks is considerably lower. At this time, we do not know which streets we will paving in FY 2024-2025. Once that list comes in from our consultant, we will get quotes from the winning bidder and bring them to the board for approval.

Financial Summary:

Funds for street paving are included in the FY 2024-2025 budget.

Staff Recommendation:

Staff recommends awarding the bid to Hawkins Asphalt Paving, LLC.



Asphalt Paving & Materials

ADDENDUM #1 - REVISED BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder: Hawkins Asphalt Paving, LLC.					
Bid prices must include all costs. Costs included in the bid prices shall include labor, materials and any other standard equipment necessary, including delivery and installation. 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 renewals. The City is not subject to sales tax.					
Bid Items:					
Item #	Description	Units	Estimated Quantity	Quantity Range	Unit Price Bid
1	307-BM Base Mix (Including Prep)	Ton	1,000	< 300	\$120.00
				300+	\$103.00
2	307-BM Base Mix (Including Prep and Asphalt Cold Planing/Milling – 0-2 inches per square yard – Single Mobilization)	Ton	1000	< 300	\$162.50
				300+	\$139.50
3	411-D Surface Mix (Including Prep and Tack Coat 0.25 Gallon per square yard on Tack Coat)	Ton	5,000	< 300	\$140.00
				300+	\$135.00
4	411-D Surface Mix (Including Prep, Tack Coat 0.25 Gallon per square yard on Tack Coat and Asphalt Cold Planing/Milling – 0-2 inches per square yard – Single Mobilization)	Ton	5,000	< 300	\$182.50
				300+	\$171.50
5	411-E Surface Mix (Including Prep and Tack Coat 0.25 Gallon per square yard on Tack Coat)	Ton	10,000	< 300	\$137.00
				300+	\$116.00
6	411-E Surface Mix (Including Prep, Tack Coat 0.25 Gallon per square yard on Tack Coat and Asphalt Cold Planing/Milling – 0-2 inches per square yard – Single Mobilization)	Ton	10,000	< 300	\$179.50
				300+	\$152.50
7	Asphalt Cold Planing/Milling – 0-2 inches (per square yard)	Sq. Yard	5,000	< 3,500	\$3.50
				3,500+	\$3.00
8	Crack Sealant (Including Prep)	Pound	500	N/A	\$8.00
9	Prime Coat with Cover Materials (1/2" Chips)	Sq. Yard	1000	N/A	\$3.00
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: Hawkins Asphalt Paving, LLC			Telephone Number: 931-619-7038		
Representative Name: Nolen Spencer			Title: President		
Signature:			Email Address: nspencer@hpmail.us		
Date: 8/19/24			Contractor License Number: 57444		



Asphalt Paving & Materials

ADDENDUM #1 - REVISED BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder:

Wiregrass Construction Company, Inc.

Bid prices must include all costs. Costs included in the bid prices shall include labor, materials and any other standard equipment necessary, including delivery and installation. 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 renewals. The City is not subject to sales tax.

Bid Items:

Item #	Description	Units	Estimated Quantity	Quantity Range	Unit Price Bid
1	307-BM Base Mix (Including Prep)	Ton	1,000	< 300	112.00
				300+	112.00
2	307-BM Base Mix (Including Prep and Asphalt Cold Planing/Milling – 0-2 inches per square yard – Single Mobilization)	Ton	1000	< 300	150.00
				300+	150.00
3	411-D Surface Mix (Including Prep and Tack Coat 0.25 Gallon per square yard on Tack Coat)	Ton	5,000	< 300	141.00
				300+	141.00
4	411-D Surface Mix (Including Prep, Tack Coat 0.25 Gallon per square yard on Tack Coat and Asphalt Cold Planing/Milling – 0-2 inches per square yard – Single Mobilization)	Ton	5,000	< 300	168.00
				300+	168.00
5	411-E Surface Mix (Including Prep and Tack Coat 0.25 Gallon per square yard on Tack Coat)	Ton	10,000	< 300	122.00
				300+	122.00
6	411-E Surface Mix (Including Prep, Tack Coat 0.25 Gallon per square yard on Tack Coat and Asphalt Cold Planing/Milling – 0-2 inches per square yard – Single Mobilization)	Ton	10,000	< 300	150.00
				300+	150.00
7	Asphalt Cold Planing/Milling – 0-2 inches (per square yard)	Sq. Yard	5,000	< 3,500	3.00
				3,500+	3.00
8	Crack Sealant (Including Prep)	Pound	500	N/A	25.00
9	Prime Coat with Cover Materials (1/2" Chips)	Sq. Yard	1000	N/A	3.00

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:

Wiregrass Construction Company, Inc.

Telephone Number:

615-793-2600

Representative Name:

Josh Miller

Title:

VP & TN Area Manager

Signature:
Email Address:

jmill@wiregrassconstruction.com

Date:

August 20, 2024

Contractor License Number:

78826



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.A.2. Sole Source Purchase - Magnet Forensics GrayKey Software.

Department: Police

Presented By: Glenn Green

Item Attachments: 1. Documentation - Magnet Forensics - GrayKey Software

Summary:

This is a request from the Police Department to purchase GrayKey Software from Magnet Forensics, LLC for use in CIB.

Background Information:

Magnet Graykey is a forensic access tool designed for same-day, lawful access and extraction of encrypted data from mobile and other electronic storage devices. Currently, electronic devices must be sent to the TBI for processing. It can take three to six months for data extraction to be performed by TBI. This software will allow same-day data extraction to aid in faster investigations.

Financial Summary:

The cost of the software is \$33,770.00. This is a sole source purchase and is a budgeted item in this FY Equitable Sharing Budget.

Staff Recommendation:

Staff recommends approval.

Address:

Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

E-Mail: sales@magnetforensics.com

Quote #:

Q-360493-1

Issue Date:

1 Aug, 2024

Expires On:

31 Aug, 2024

Bill To

David Durham
LaVergne Police Department
5093 Murfreesboro Road
La Vergne, TN 37086
US
(615) 287-8667
ddurham@lavernetn.gov

Ship To

David Durham
LaVergne Police Department
5093 Murfreesboro Road
La Vergne, Tennessee 37086
United States
(615) 287-8667
ddurham@lavernetn.gov

End User

Hailey Arsenault
LaVergne Police Department
5093 Murfreesboro Road
LaVergne Tennessee 37086
United States
615-287-8667
harsenault@lavernetn.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Kris Beardsley	(859) 788-0524	kris.beardsley@magnetforensics.com	Payment before Shipment

ITEM #	PRODUCT NAME	TERM (mth)	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2	12	USD 33,105.00	1	USD 33,105.00
GK101	Grayshift GrayKey Unit		USD 590.00	1	USD 590.00
SH	Shipping & Handling		USD 75.00	1	USD 75.00

Adding one new GrayKey Advanced license with requested start date of 9/26/24

Sub-Total	USD 33,770.00
Taxes	USD 0.00
Grand Total	USD 33,770.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the Reseller terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-360493 - USD 33,770.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Kris Beardsley at kris.beardsley@magnetforensics.com



January 4, 2024

To Whom it May Concern,

RE: SOLE SOURCE LETTER

This letter is to confirm that Magnet Forensics, LLC, together with its affiliated companies are the sole manufacturer of the following products:

- MAGNET ATLAS
- MAGNET AXIOM
- MAGNET AXIOM CYBER
- MAGNET REVIEW
- MAGNET OUTRIDER
- MAGNET AUTOMATE
- MAGNET IGNITE
- MAGNET SHIELD
- MAGNET WITNESS
- MAGNET GRAYKEY
- MAGNET GRAYKEY FASTRAK
- MAGNET VERAKEY
- MAGNET ARTIFACT IQ

Should you require any additional information regarding our company products and services, please do not hesitate to contact your sales representative directly or by email at sales@magnetforensics.com.

Sincerely,
Signed by:

A handwritten signature in black ink that reads 'Adam Belsher'. Below the signature is a blue line with the text 'C25EF1230BA4477...'.

Adam Belsher
CEO
Magnet Forensics, LLC

DS

Reviewed by Legal
Jocelyn Ngo

This End User License Agreement (the “**Agreement**”) is a legal agreement between You and Magnet Forensics with respect to Your license, access and use of the Product. UNLESS YOU HAVE AN EXISTING AGREEMENT WITH MAGNET FORENSICS WHICH SPECIFICALLY GOVERNS YOUR LICENSE, ACCESS, AND USE OF THE PRODUCTS IDENTIFIED IN THE QUOTATION, THEN BY EITHER (A) SUBMITTING AN ORDER FOR THE PRODUCT IDENTIFIED IN THE QUOTATION PROVIDED BY MAGNET FORENSICS OR A MAGNET FORENSICS AUTHORISED RESELLER, (B) INDICATING YOUR ACCEPTANCE OF THE QUOTATION, (C) ACCEPTING DELIVERY OF THE PRODUCT; (D) DOWNLOADING AND/OR INSTALLING THE SOFTWARE, OR (E) USING THE SOFTWARE, YOU ARE REPRESENTING THAT (I) YOU HAVE AUTHORITY TO ACT ON BEHALF OF THE ORGANIZATION WHICH YOU REPRESENT, AND (II) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ANY OTHER TERMS CONTAINED IN A PURCHASE ORDER OR ACKNOWLEDGEMENT OF ANY KIND TO THE QUOTATION BY YOU.

1 Definitions

- 1.1 “**Confidential Information**” means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof that is disclosed by discloser, or to which the recipient is provided access by discloser, that is proprietary or confidential to discloser or its affiliated companies, including, without limitation, information that specifies, concerns or is related to discloser’s intellectual property, Software, Documentation, Product, trade secrets, business operations, finances, customers, technical know-how, prototypes, designs, processes, products, services, or the development, testing or commercial exploitation of any of the foregoing that is either specifically identified as confidential prior to or at the time of its disclosure or that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential in nature because of legends or other markings on the information, the circumstances of disclosure or the nature of the information itself. **Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of GrayKey and VeraKey Products, information found on the Magnet Forensics support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as “confidential” or “proprietary.”**
- 1.2 “**Documentation**” means the electronic, printed or other form of documents that accompany delivery of the Product that provides information about installation, operation, and use of the Product.
- 1.3 “**Hardware**” means the physical components, devices, or equipment provided to you by Magnet Forensics used for the operation of the Software.
- 1.4 “**License Term**” means the time period identified in Your Quotation or if no such period is identified in Your Quotation then for one (1) year commencing on the date the Software is available to You.
- 1.5 “**Magnet Forensics**” has the meaning set out in Section 12.1.
- 1.6 “**Magnet Software**” means the proprietary software of Magnet Forensics.
- 1.7 “**Perpetual License**” means a license purchased with a perpetual License Term as identified in a Quotation.
- 1.8 “**Product**” means the Magnet Forensics supplied products identified in the Quotation, which may include, Hardware, Software, and Support Services.
- 1.9 “**Quotation**” means the quotation provided to You by Magnet Forensics or a Magnet Forensics authorised reseller outlining the terms, conditions, and pricing details for the licensing of Magnet Hardware, Software, and Support Services.
- 1.10 “**Software**” means the Magnet Software and Third Party Software.
- 1.11 “**Support Services**” means the support services included in the Term License or separately purchased as part of the Perpetual License as indicated on Your Quotation and, in each case, described further in Section 4.1.

- 1.12 **“Term License”** means a license purchased with a non-perpetual License Term as identified in a Quotation.
- 1.13 **“Third Party Software”** means the copyrighted, patented or otherwise legally protected software of third parties (including open-source code components) incorporated into the Software.
- 1.14 **“User”** means a single user who uses the Software as permitted by this Agreement or is otherwise provided access to the Software by You.
- 1.15 **“You”**, and **“Your”** means the entity that purchases the license for Software pursuant to this Agreement.

2 License Grant

- 2.1 License. The licensed rights to the Software granted to You by Magnet Forensics are as set out in Schedule A (Licensed Rights), Schedule B, and Schedule C to this Agreement, as applicable.

3 Fees, Taxes, and Delivery

- 3.1 Fees. You agree to pay Magnet Forensics all applicable fees identified in the Quotation within thirty (30) days from date of the invoice. Magnet Forensics shall invoice You upon the earlier of: (a) You issuing a purchase order to Magnet Forensics that relates to the Quotation; (b) Your signing the Quotation; and (c) Your written indication, by email or otherwise, of Your approval of the Quotation. If You fail to pay any amount under this Agreement that is due and payable, and such failure remains unremedied for a period of thirty (30) days following written notice of default by Magnet Forensics, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law.
- 3.2 Taxes. You are responsible for all taxes relating to Software and services identified in a Quotation (excluding any taxes based on the income of Magnet Forensics). Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge. If You are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced or otherwise due.
- 3.3 Delivery. Software will be provided by electronic means. Title and risk of loss to tangible products such as Hardware pass to you upon delivery, which occurs when Magnet Forensics places them with a carrier for shipment to you, freight prepaid.

4 Support Services

- 4.1 Support Services. Details of support packages can be found at www.magnetforensics.com/legal/.
- 4.2 Magnet Forensics does not require Your personal data to provide Support Services. If, however, as part of an incident resolution, You wish to provide Magnet Forensics with Your data or information (i.e. video footage, screen shots, case file data), You are solely responsible and liable in connection with the provision of such data to Magnet Forensics, including, without limitation, ensuring that the collection, processing and transfer of such data is in compliance with all applicable laws. Any data You choose to provide to Magnet Forensics in connection with the licensing and/or support of the Software shall be processed and stored in accordance with the confidentiality provisions of this Agreement and the Magnet Forensics Privacy Policy available at <https://www.magnetforensics.com/legal/>.

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- 5.2 Feedback. Magnet Forensics shall own all feedback, comments, suggestions, ideas, and concepts that You provide or identify during Your use of the Product and Support Services, and all associated intellectual property rights (collectively the “**Feedback**”). You hereby assign to Magnet Forensics all of Your right, title and interest in Your Feedback. For certainty, Feedback shall not include any of Your data, Confidential Information, or intellectual property.

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- 6.1 Maintenance of Confidential Information. Subject to applicable law, each party agrees to: (a) keep confidential all Confidential Information disclosed by the other party; (b) only use, reproduce and disclose the Confidential Information to facilitate the use of the Software (in Your case) or support and develop the Software (in Magnet Forensics’ case); and (c) protect the Confidential Information from unauthorized use, reproduction or disclosure in the same manner it protects the confidentiality of similar information of its own, but not less than a reasonable degree of care.
- 6.2 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided that You promptly notify Magnet Forensics in writing, if notification is permitted by law, and use commercially reasonable efforts to assist Magnet Forensics, at Magnet Forensics’ expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

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- 7.1 Software Warranty. While Your Support Services are active, Magnet Forensics warrants that the Software shall materially conform to the Documentation. If the Software does not materially conform to the Documentation, and you give Magnet Forensics notice while Your Support Services are active, Magnet Forensics will, at its option, attempt to correct, repair, or replace the Software at no additional cost to You. If Magnet Forensics is unable to correct the Software to conform with the warranty stated herein within thirty (30) days, then upon Your request, Magnet Forensics shall, as your sole and exclusive remedy, refund You: (a) a prorated amount of any unused prepaid license fees if You purchased a Term License; or (b) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.
- 7.2 Viruses, Licenses, Support Services. Magnet Forensics (a) has implemented testing practices consistent with industry standards designed to protect against viruses that may impede the Software; (b) includes fully paid-up licenses to any and all Third Party Software incorporated into the Software; and (c) will perform all Support Services in a good and workmanlike manner consistent with industry standards.
- 7.3 EXCLUSIONS. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE EXCLUSIVE WARRANTIES MADE BY MAGNET FORENSICS TO YOU REGARDING THE PRODUCT, AND YOUR SOLE AND EXCLUSIVE REMEDY RESPECTING ANY DEFECTS, NON-CONFORMITIES

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8 Limitation of Liability

- 8.1 NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ORDER FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED); OR (C) LOSS OF TIME, OPPORTUNITY OR ANY DAMAGES RELATING TO THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, AND DAMAGES CAUSED BY YOUR FILES, CONNECTED DEVICES, OR DATA COLLECTED BY YOU, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED) WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES.
- 8.2 SECTION 8.1 SHALL NOT APPLY TO EITHER PARTY'S LIABILITY IN RELATION TO: (A) INDEMNIFICATION OBLIGATIONS OF EITHER PARTY UNDER SECTION 9 (INDEMNIFICATION) UNDER THIS AGREEMENT; (B) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (C) BREACHES OF CONFIDENTIALITY UNDER SECTION 6; AND (D) YOUR PAYMENT OBLIGATIONS TO MAGNET FORENSICS, PROVIDED, HOWEVER, THAT MAGNET FORENSICS' CUMULATIVE LIABILITY UNDER SECTION 9.2 RELATING TO THIRD PARTY SOFTWARE SHALL IN NO EVENT EXCEED THE LESSER OF: THREE TIMES (3X) THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES AND ONE MILLION USD (\$1,000,000.00 USD).

9 Indemnification

- 9.1 Your Indemnification of Magnet Forensics. You will defend and indemnify Magnet Forensics from and against any third-party claim, cause of action, legal proceeding, cost, award of damages or any other judgment and legal expenses ("Claim") in relation to: (a) any Claim arising from the modification, combination or use of the Software with equipment, software, interfaces, or other materials that are not specifically authorized by Magnet Forensics; and (b) Your collection and use of data resulting from Your use of the Software and any actions You take as a result thereof; and (c) unauthorized use of the Product.
- 9.2 Magnet Forensics Indemnity. Magnet Forensics will defend You from and against any suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes a valid patent in Canada or the United States (an "IP Claim"). Magnet will also pay the damages, costs, and attorneys' fees that are awarded against you in a final, non-appealable court judgment for the IP Claim, or required to be paid by you in a settlement of an IP Claim that Magnet has agreed to in writing. You agree to (i) give prompt notice of the IP Claim to Magnet Forensics; (ii) grant sole control of the defense and settlement of

the IP Claim to Magnet Forensics; and (iii) provide reasonable cooperation to Magnet Forensics and, at Magnet Forensics' request and expense, assistance in the defense or settlement of the IP Claim ("Your Indemnification Obligations") and Magnet Forensics shall not be liable to the extent an IP Claim, or portion thereof, is attributable to Your breach of Your Indemnification Obligations. In the event of an IP Claim, Magnet Forensics may, at its option and expense: (a) obtain for You the right to continue to use the Product; (b) substitute a substantially equivalent non-infringing product; (c) modify the Product to make it non-infringing; or if (a), (b), and (c) are not commercially feasible, then (d) terminate Your license and require that You no longer access and use the Product. If Your license is terminated, You must return or destroy the Product and within 30 days of receipt of all of the Product or certification of destruction thereof, Magnet Forensics shall refund You x) a prorated amount of any unused prepaid license fees if You purchased a Term License; or y) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any modification to the Product or use in combination with any equipment, software, data or any other materials not authorized by Magnet Forensics where the infringement would not have occurred but for such activity; (bb) use of the Product by You in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (cc) the continued use of the infringing Product after Magnet Forensics has provided substantially equivalent non-infringing software, a non-infringing modification of the Product, or terminated Your license in accordance with this Agreement; or (dd) custom Product developed at Your request while utilizing Your specifications. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS CLAUSE STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MAGNET FORENSICS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

- 9.3 Mutual General Indemnity. Each party will defend and hold harmless the other from and against any Claim arising from any of the following: (a) gross negligence, willful misconduct, fraudulent misrepresentation and fraud by a party; (b) bodily injury or death caused by a party; and (c) breach of confidentiality obligations.

10 Term and Termination

- 10.1 Term of Agreement. This Agreement shall survive for one (1) year after the termination or expiry of Your License Term.
- 10.2 Termination for Convenience. You may terminate this Agreement and Your license for Software at any time upon written notice to Magnet Forensics but You will not be entitled to any refund.
- 10.3 Termination for Breach. Either party may terminate this Agreement and any License Term immediately upon notice to the other if: (a) the other party materially breaches a material term or condition of this Agreement which breach remains unremedied for thirty (30) days following written notice thereof by the other party, or immediately if such breach is not capable of remedy; (b) the other party becomes involved in any legal proceeding concerning its solvency, commences liquidation proceedings, has a receiver or administrator appointed for any of its assets, ceases or threatens to cease operations, or otherwise has a serious and reasonable doubt arise respecting its solvency; or (c) if Magnet Forensics determines in its sole discretion that licensing the Product to You would violate applicable laws. If Your License Term is terminated due to breach by Magnet Forensics under (a) above, where Magnet Forensics is the relevant party under (b) above, or by Magnet Forensics in accordance with (c) above, Magnet Forensics shall refund You: (i) a prorated amount of any unused prepaid License fees if You purchased a Term License; or (ii) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.
- 10.4 Termination/Expiry Obligation. Upon termination or expiry of this Agreement, and, if earlier, termination or expiry of a Term License, free trial or any Beta Period, You shall immediately cease all use and access of the Software and destroy or permanently delete all copies of the Software in Your possession along with any Documentation delivered to You or derivative works made therefrom.

- 10.5 Request for Information for Compliance. Upon request of Magnet Forensics, You agree to provide reasonable information on a timely basis to confirm Your compliance with the license rights and restrictions to the Product. Your failure to comply with this Section 10.5 will be deemed to be a material breach of this Agreement.

11 Compliance with Export Laws and Ethical Conduct

- 11.1 You shall not export any Product, Documentation, or Confidential Information unless You comply with all applicable international trade laws ("ITR"). Further, You warrant (a) You are not now and have never been on any Restricted Party List or any sanctions list in the countries in which You conduct business; and (b) You understand and abide by ITR laws administered by the country in which You conducts business. You agree not to engage in any action in any way that would cause Magnet Forensics to violate ITR laws of the country in which it conducts business, including providing Magnet Forensics Product, Documentation, or Confidential Information to any person in any country subject to comprehensive sanctions by the U.S., Canada, the UK, EU, the EU member state and Singapore or any person on a Restricted Party List. You agree to indemnify Magnet Forensics to the extent Your actions or inactions have caused Magnet Forensics to violate ITR laws and the ITR of the country in which it conducts business. You agree to maintain a sanctions compliance policy and controls to ensure compliance with the applicable economic sanctions and upon request provide a Magnet Forensics with a copy of such policy.
- 11.2 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software will be only as set forth: (a) in this Agreement; or (b) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (a) or (b) are the more restrictive.
- 11.3 Throughout Your use of the Product, You agree to comply with the Magnet Forensics Business Code of Conduct found at <https://www.magnetforensics.com/legal>. Failure to comply with the Business Code of Conduct may result in the suspension or termination of access to the Software, as outlined in this Agreement.

12 Magnet Forensics Entity, Governing Law

- 12.1 "Magnet Forensics" means:
- a) Where Your "Bill To" address identified on the Quotation is in Canada, Magnet Forensics Inc., with an office at 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8.
 - b) Where Your "Bill To" address identified on the Quotation is in France, Magnet Forensics SAS, with an office at c/o WeWork 33 Rue La Fayette Paris, France 75009.
 - c) Where Your "Bill To" address identified on the Quotation is in Germany, Magnet Forensics GmbH, with a registered office at c/o Eversheds Sutherland (Services) GmbH, Brienner Strabe 12, 80333 Munich, Germany.
 - d) Where Your "Bill To" address identified on the Quotation is anywhere other than in Canada, France, and Germany, Magnet Forensics, LLC, with an office at c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
- 12.2 Governing Law. This Agreement is governed by and construed under, excluding any body of law governing conflicts of laws, the laws of: (a) England, where Your "Bill To" address identified on the Quotation is in Europe, Greenland or the UK; (b) Ontario, Canada, where Your "Bill To" address identified on the Quotation is in Canada, or (c) Delaware, U.S., where Your "Bill To" address identified on the Quotation is anywhere else. You irrevocably waive any objection on the grounds of venue, forum non-

conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13 General Provisions

- 13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on Your purchase order or otherwise, shall not apply.
- 13.2 Force Majeure. Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations.
- 13.3 Waiver. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 13.4 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, facsimile or electronic mail. For notices to You, Magnet Forensics shall send such notice to Your "Bill To" Address. For notice to Magnet Forensics, You shall send such notice to Attn: Legal Department, Magnet Forensics, with an office at 300 Colonial Center Pkwy, Suite 130, Roswell, GA 30076, United States.
- 13.5 Assignment. You shall not assign or transfer this Agreement (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control) without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 13.5 shall be null and void.
- 13.6 Survival. Section 6 (Confidentiality), Section 8 (Limitation of Liability), Section 9 (Indemnification), and any other provision of this Agreement which by its nature would survive the termination or expiration of this Agreement shall do so.
- 13.7 Electronic Execution. The parties agree to the use of electronic communication in order to enter into this Agreement, Quotations, purchase orders and any other notices or records. You hereby waive any rights or requirements under any laws in any jurisdiction which require an original, non-electronic signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- 13.8 Invalidity. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.

END OF AGREEMENT

Schedule A – Licensed Rights for All Products**1 Definitions.**

- 1.1 **“Case License”** means the Software is subject to a license fee that is based on granting access to the Software for a single source (i.e. single hard drive or image file).
- 1.2 **“CLS License” or “LLS License”** means the Software is subject to a license fee that is calculated based on the number of concurrent usage virtual license Keys identified in the Quotation as available at any one time to be downloaded by Users. CLS (Cloud License Server) virtual license Keys are hosted in an online, cloud-based environment whereas LLS (Local License Server) virtual license Keys are hosted on Your premises.
- 1.3 **“Dongle”** means a USB device provisioned with the Software.
- 1.4 **“Dongle License”** means the Software is subject to a license fee that is calculated per Dongle.
- 1.5 **“Enterprise License”** means the Software is subject to a license fee that is calculated based on a maximum number of Software installs and/or concurrent Users as set out in the Quotation.
- 1.6 **“Instance”** means a copy of the Software that a User is authorized to use. The maximum number of Instances per User are stated in the Quotation.
- 1.7 **“Key”** means the license key provided to You by Magnet Forensics to permit access to and use of the Software to a User.
- 1.8 **“Machine”** means each hardware machine or hardware unit on which the Software is used.
- 1.9 **“Machine License”** means the Software is subject to a license fee that is calculated per Machine.

2 License Grant. Magnet Forensics hereby grants to You a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software on Your internal business networks for the number of Users, installs, and/or Instances and License Term indicated in Your Quotation in accordance with the terms set forth in this Agreement and the Documentation. Your license only permits you to possess and use the Software in object code form. For certainty: (a) academic licenses are granted for academic, non-commercial use only; (b) licenses for Magnet AUTOMATE products are licensed on a per ‘control node’ and ‘agent node’ basis; (c) Machine Licenses are solely permitted for use of the Software on the Machine on which such Software is first installed and by the original User; and (d) Dongle Licenses are for use on Machines only (and not for use in cloud or other virtual environments), and cannot be shared between individual Users. For further certainty: (i) Enterprise Licenses, CLS Licenses and LLS Licenses allow for concurrent Users of the Software as indicated in Your Quotation; and (ii) a unique key code is issued for a Case License tied to the original single source, with requirements for additional single sources requiring an add-on purchase. It is Your responsibility to fully comply with all applicable laws in using and handling the Software and any additional third-party license terms applicable to Third Party Software.

3 Restrictions. You shall not and shall ensure that Users shall not:

- 3.1 copy, reproduce, or modify the Product or any part thereof, including, but not limited to, combining with other software or hardware other than as authorized by Magnet Forensics in writing;
- 3.2 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, impair, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
- 3.3 distribute, lend, assign, license, sublicense, lease, pledge, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;
- 3.4 use any Product on a time sharing, service bureau, application services provider (ASP), rental or other similar basis;

- 3.5 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;
- 3.6 circumvent or disable copyright protection mechanisms or license management mechanisms;
- 3.7 photograph or record any of the Product's components, whether internal, external or as digitally displayed;
- 3.8 use the Product to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of Your commercial gain;
- 3.9 use the Product in conjunction with other software or hardware, except as authorized in writing by Magnet Forensics;
- 3.10 use the Product in any unlawful manner or to violate any rights of a third party; or
- 3.11 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 3.1 – 3.10 above, or attempting to do so.

For the purposes of this provision "copy" and "reproduce" shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with the Documentation; or (B) making one back-up copy of the Software.

- 4 Restrictions Applicable to Consultant Licenses.** Notwithstanding Section 3.8, if Your license is identified in a Quotation as a "consultant license", You may use the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that the following additional restrictions shall apply:

- 4.1 You shall be solely responsible for Your services, including any use or operation of the Software (both separately or in combination with any other software), to provide such services, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages;
- 4.2 You shall not permit Your customers to use the Software (with the exception of using the Portable Case functionality);
- 4.3 You shall not use the Software to provide digital forensics training to third parties (including instructions on how to use the Software), unless You have first obtained Magnet Forensics' express written permission;
- 4.4 You shall not, whether in an agreement for Your services or otherwise, in any way modify, negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;
- 4.5 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or its products or services;
- 4.6 You shall not make any representations, warranties or guarantees about Magnet Forensics or its products and services except as expressly set out in this Agreement; and
- 4.7 where You wish to publicize, market or otherwise promote the use of the Software in Your services, You must do so in a manner consistent with Magnet Forensics' External Marketing Policy (located at https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics_BrandGuidelines.pdf) and any other marketing and trademark requirements set out by Magnet Forensics from time to time. Any use of Magnet Forensics' Trademarks shall remain unchanged and give legal notice of such trademark status.

- 5 Beta Software.** If You have requested use of or have access to Software or features that are identified by Magnet Forensics as pre-commercial, preview release, evaluation, pilot, "alpha", or "beta" software ("Beta Software"), the license rights set out above with respect to Your use of such Beta Software apply

only to the extent necessary to enable You and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. You acknowledge and agree that Magnet Forensics may terminate Your use of Beta Software at any time and may include technical measures in the Beta Software that renders it inoperable and You agree that You will not circumvent such technical measures. You further acknowledge and agree that the Beta Software is provided “AS IS” with none of the representations, warranties, or indemnities provided in the Agreement. In consideration of the grant of license for the Beta Software, You agree that You will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation.

- 6 Trial Licenses.** If Your License is indicated as a Trial License on the Quotation (“Trial License”), the license rights set out above with respect to Your use of such Trial License apply only for the time period authorised by Magnet Forensics (“Trial Period”) and solely to the extent necessary to enable You and the Users to test the Product in order to identify if the Product is suitable for purchase from Magnet Forensics. Additionally, the Product underlying the Trial License or delivered to you as a Free Tool is provided “AS IS” with none of the representations, warranties or indemnities provided in the Agreement. Notwithstanding the Trial Period, Magnet Forensics may terminate Your Trial License at any time and require that You cease using the Software.

Schedule B – Additional VeraKey Terms and Conditions**1 Definitions.**

- 1.1 **“Authorized Country”** means a country in which Magnet Forensics has authorized use of the VeraKey as set out in the Documentation.
- 1.2 **“Authorized User(s)”** means employees who are authorized by You to access or use the Product and Software. You agree to limit the number of Authorized Users to those employees who perform extractions in the normal course of their employment.
- 1.3 **“Authorized Device”** means mobile devices (a) owned and controlled by you; (b) if you are retained to perform an Investigation by a third party, owned by such third party; or (c) owned by an individual that has expressly, voluntarily, and specifically authorized you in writing, without coercion or threat of reprisal, to perform an Extraction of their mobile device.
- 1.4 **“Extraction”** means the use of the Product to extract data from an Authorized Device.

2 License Restrictions. If You are licensing the VeraKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

- 2.1 You may only use the VeraKey Product in an Authorized Country for Extractions on Authorized Devices in aid of an official investigation of corporate malfeasance including (a) fraud, (b) bribery, (c) theft, (d) antitrust violation, (e) sabotage, (f) breach of confidentiality obligations, (g) securities violation, (h) IP infringement or misappropriation of intellectual property, (i) as part of or in response to an official government investigation or request for product of documentation (FDA, SEC, FTC, OSHA, etc.), (j) as part of a legally compelled production of documents by a court of competent jurisdiction, (k) in defense of a criminal charge filed in a court of competent jurisdiction, where such investigation is made in response to an official complaint supported by reasonable evidence (each, an “Investigation”) and for no other purpose (“Authorized Extraction(s)”). You agree not to use the Product to screen, audit, spot-check, or otherwise discover instances of corporate malfeasance or violation of corporate policy. Prior to performing an Extraction, Magnet Forensics may require that you or your Authorized User(s) certify that the contemplated Extraction meets the above definition of an Authorized Extraction. You warrant that any certification materials submitted as part of Your Authorized Extraction certification responsibilities are true and correct in all material respects.
- 2.2 To the extent legally practicable, Authorized Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Authorized Devices.
- 2.3 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User’s employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.
- 2.4 You agree to designate an employee with senior management and oversight responsibilities within your organization to act as Your “Primary Authorized User.” The Primary Authorized User will be notified each time an extraction is performed on the device and shall supervise use and security of the Product and Software. You agree to require the Primary Authorized User, as part of their employment obligations, to monitor the use of and ensure the security of the Product. The Primary Authorized User is not permitted to perform Extractions. You shall notify Magnet Forensics in writing the name and user information associated with the Primary Authorized User, and within thirty (30)

calendar days following a change of the Primary Authorized User's employment status such that the Primary Authorized User ceases to be tasked by the Licensee to oversee the use and security of the Product and Software.

- 2.5 You will conduct, at your expense, background checks on your employees (including but not limited to Authorized Users) and those of your agents and subcontractors who will have access (whether physical, remote, or otherwise) to Magnet Products or Software. You will not permit your employees, agents, or subcontractors (including the personnel of any of its agents or subcontractors) that have been convicted of a felony crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony crime to have access to: (a) Magnet Forensics Confidential Information; (b) the secure environment in which the Product is stored; (c) the Product, the Software, or any associated materials.
- 2.6 You covenant and agree to keep the Product in a physically secure environment at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.
- 2.7 Magnet Forensics may use third-party monitoring tools to ensure that You comply with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

- 3 **Warranty Disclaimer.** Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that the Authorized Device may become damaged and/or Authorized Device data may be unrecoverable when used with the Product or Software, in particular for Authorized Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Authorized Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on an Authorized Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

4 Violations of License Restrictions.

- 4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule B.
- 4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

- 5 **Heightened Confidentiality Obligations.** The VeraKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the VeraKey Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein,

at all times exercising the highest duty of care. Receiving Party agrees to restrict access to VeraKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the VeraKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

- 6 Excess Use of Licenses.** If You use the Product in excess of the license quantities or levels stated in Your Quote, Magnet Forensics reserves the right to invoice You for such excess use based on the then current list price of the minimum add-on package required to bring Your use into compliance and you agree to pay such invoice in accordance with Section 3 of the Agreement.

Schedule C – Additional GrayKey Terms and Conditions

1 Definitions.

- 1.2 “**Authorized Location**” means the authorized physical locations specified in the Quotation or that Licensee has otherwise registered with Magnet Forensics and that Magnet Forensics has approved in writing.
- 1.3 “**Authorized User(s)**” means collectively, employees, agents or contractors who are authorized by You to access or use the Product and Software.
- 1.4 “**Device**” means a mobile device.
- 1.5 “**Extraction**” means the use of the Product to extract data from a Device.

2 License Restrictions. If You are licensing the GrayKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

- 2.1 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User’s employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.
- 2.2 To the extent legally practicable, Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Devices.
- 2.3 If Your use of the Product is restricted to the Authorized Location identified in Your Quotation, You covenant and agree to keep the Product in a physically secure environment within the Authorized Location at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.
- 2.4 Magnet Forensics may use third-party monitoring tools to ensure that You are in compliance with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

3 Warranty Disclaimer. Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that a Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on a Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

4 Violations of License Restrictions.

- 4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule C.
- 4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

- 5 Heightened Confidentiality Obligations.** The GrayKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the GrayKey Products (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein, at all times exercising the highest duty of care. Receiving Party agrees to restrict access to GrayKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the GrayKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

**ADDENDUM TO MAGNET FORENSICS END USER LICENSE AGREEMENT
BETWEEN
MAGNET FORENSICS AND
THE CITY OF LA VERGNE, TENNESSEE**

This Addendum (herein "Addendum") amends the End User License Agreement ("Agreement" or "Contract") between Magnet Forensics, LLC ("Contractor"), a Delaware corporation, and the City of La Vergne, Tennessee ("City"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, 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 Agreements 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 Agreements regardless of what order the Agreements 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.
- 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 Agreements 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 Agreements 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 Agreements 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 agreements 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 Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.

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 Agreements 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 Agreements 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 Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, 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”).

Magnet Forensics

City of La Vergne, Tennessee

Signature

Mayor Jason Cole

Date

Date

Printed Name

Approved as to form:

Title

E. Evan Cope, City Attorney



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.A.3. Sourcewell Contract Purchase - Front Loader for the Water and Sewer Departments.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Wheel Loader Quote

Summary:

This is a request from the Water Department and Sewer Department to purchase a new front loader.

Background Information:

Attached is a quote from Sourcewell for a new Volvo L50H Compact Wheel Loader. This will be used by both the Water and Street departments to load gravel, dirt, salt, etc.

Financial Summary:

The cost of a new Volvo L50H Compact Wheel Loader is \$170,252. A total of \$170,000 was allocated for this FY2024-2025 from the water and sewer department budget.

Staff Recommendation:

Staff recommends approval.

Quote Valid for 90 days


Contract:
011723-
VCE
Date: 7/17/2024

Buying Agency:	CITY OF LAVERGNE	Dealership:	SCOTT EQUIPMENT COMPANY
SW Member #:	19011	Prepared By:	TERESA JONES
Contact Person:	AARON PETERSON	Phone:	615-793-3888
Phone/Email:		Email:	tjones@scottcompanies.com
Sourcewell Product Code	E - Volvo Pricing Catalog: Wheel Loaders (Compact)		

A. Catalog / Price Sheet Items being purchased

Quan		Unit Pr	Total
1	VOLVO L50H COMPACT WHEEL LOADER	\$168,602	\$168,602
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$168,602
Additional Discount:			\$0
Subtotal A:			\$168,602

B. Sourced Contracted Items

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$650
PDI	\$1,000
Subtotal C:	\$1,650

Delivery Date:

D. TOTAL PURCHASE PRICE (A+B+C):**\$170,252**

Version 22

Description	Part #	List Price
Volvo L50H Wheel Loader	L50H	199,704.00
TP Linkage	STANDARD	0.00
Front Mudflaps	CL25050	155.00
Auto Engine Shutdown	CL30059	804.00
Engine Block Heater 110V	CL30065	1,096.00
Hand inch valve	CL31050	518.00
Reversible cooling fan	CL33051	0.00
12mph (20kph) travel speed	CL34001	0.00
Cab, ROPS & FOPS	CL40050	0.00
3" Seat Belt	CL43050	243.00
Seat Belt warning	CL43055	69.00
Heat and A/C	CL44051	7,307.00
Sliding window RHS	CL46054	553.00
Cab door w sliding window	CL46062	553.00
Back up alarm standard	CL51050	0.00
Power outlet 12V	CL52051	0.00
Rear view camera	CL52058	2,136.00
CareTrack, GSM/Satellite	CL52062	1,281.00
Rotating beacon foldable	CL54051	621.00
Hydraulic oil ISO VG 46	CL60050	0.00
Boom kickout	CL61052	1,191.00
Volvo hydraulic quick couplings (2) for 3rd function	CL62051	402.00
Protective wax coating for shipping	CL71002	0.00
Wheel chocks	CL70051	0.00
Manual US Version	CL72067	0.00
Preparation for license plate	CL80051	260.00
Frame Lifetime Guarantee	CL80064	0.00
Standard paint, Volvo design	CL81051	0.00
CORE CAB PACKAGE		\$0.00
Radio preparation 12V	CL45052	0.00
Operator seat mechanical	CL41050	0.00
Goodyear 17.5R25 TL 3A+ (width over tires 86")	CL20192	14,645.00
Long boom adds 16" to reach	CL91050	4,423.00
Attachment Bracket VAB (cast)	CL90052	6,060.00
88" GP 1.8 yd3 w/o teeth	CL11391004	5,649.00
88" BOCE	CL11391015	2,393.00
57" Fork Frame (TPV)	CL2805036	3,027.00
48" FEM3 Fork Tines x2	CL11392154	3,161.00
18.6mph (30kph) travel speed	CL34002	2,053.00
Single lever control 3rd function w/o flow sharing, for bucket/fork use only	CL47050	2,572.00
Extra LED work lights 2 front, 1 rear	CL50061	2,115.00
Tilt speed control valve pilot operated (required w/grapple, HD buckets, MP buckets, log forks)	CL61053	2,095.00
Combi BSS + LRV lift/tilt cyl.	CL61056	8,618.00

Total List Price		\$273,704
Sourcewell % off List		38.4%
Sourcewell Machine Price		\$168,602

See Front Page of Quote for Total Purchase Price



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.A.4. Sourcewell Contract Purchase - Asphalt Compaction Roller for the Street Department.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Asphalt Roller Quote

Summary:

This is a request from street department to purchase a new asphalt compaction roller.

Background Information:

Attached is a quote from Sourcewell for a Volve DD25B Asphalt Compaction Roller. This will replace the existing asphalt roller in the Street Department.

Financial Summary:

The cost for a new Volvo DD25B Asphalt Compaction Roller is \$50,134. A total of \$50,000 was allocated for this in FY2024-2025 Street Department budget

Staff Recommendation:

Staff recommends approval.

Quote Valid for 90 days



Contract:
011723-
VCE

Date: 7/9/2024

Buying Agency:	CITY OF LAVERGNE	Dealership:	SCOTT EQUIPMENT COMPANY
SW Member #:	19011	Prepared By:	TERESA JONES
Contact Person:	AARON PETERSON	Phone:	615-793-3888
Phone/Email:		Email:	tjones@scottcompanies.com
Sourcewell Product Code	L - Volvo Pricing Catalog: Tandem Drum Vibratory Rollers (Asphalt Compactors)		

A. Catalog / Price Sheet Items being purchased

Quan		Unit Pr	Total
1	VOLVO DD25B ASPHALT COMPACTION	\$48,734	\$48,734
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$48,734
Additional Discount:			\$0
Subtotal A:			\$48,734

B. Sourced Contracted Items

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$650
PDI	\$750
Subtotal C:	\$1,400

Delivery Date:

D. TOTAL PURCHASE PRICE (A+B+C):

\$50,134

Version 22

Description	Part #	List Price
Volvo DD25B Compactor	DD25B	72,262.00
Drum Installation Set 1200mm (47.2")	DD11003	2,732.00
Sliding Seat with Single Drive Lever	DD14005	516.00
Articulation Joint	DD15001	0.00
Engine NA/EMEA	DD39007	0.00
Standard ROPS	DD48001	0.00
Back up alarm	DD51001	0.00
Fuel level gauge, electrical	DD52004	0.00
Electrical Installation - Std	DD50101	0.00
English Manual	DD75025	0.00
North American Decals	DD89128	0.00
Additional Document Box	DD89900	0.00
Decal ULSD Installation	DD89911	0.00
FRAME LIFETIME GUARANTEE	DD89801	0.00
Rotating Beacon (ROPS Mounted)	DD59704	885.00
Inside Wiper 1200 mm drum (47.2")	DD81202	838.00

Total List Price		\$77,233
Sourcewell % off List		36.9%
Sourcewell Machine Price		\$48,734

See Front Page of Quote for Total Purchase Price



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.A.5. State Contract Purchase - Wheel Saw (Trencher) for the Water Department.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Wheel Saw Quote

Summary:

This is a request from the Water Department to purchase a new CAT SW345 Wheel Saw

Background Information:

Attached is a quote from Thompson Cat for a Cat SW345 Wheel saw. This will replace the existing wheel saw (trencher) in the Water Department. This will be purchased using the State Contract.

Financial Summary:

The cost for a new Cat SW345 Wheel Saw is \$31,987.80. A total of \$32,000 was allocated for this in FY 2024-2025 Water Department budget.

Staff Recommendation:

Staff recommends approval.



July 23, 2024

CITY OF LAVERGNE
5093 MURFREESBORO RD
LA VERGNE, TENNESSEE 37086-2706

Dear Valued Customer,

We are pleased to present the following quotation for one new SW345 WHEEL SAW, equipped as follows:

NEW CAT SW345 WHEEL SAW 5" WIDTH WHEEL 18" WHEEL DEPTH Optimal Flow / Pressure: 33 gpm / 4000 psi Dimensions (L x W x H): 85" x 73" x 57" Saw Width x max Dig Depth: 5" x 18" Bits: 56 x 227-7340 Concrete Conical bits Electro-Hydraulic Side shift, Depth Control, Trench Cleaning device Max Pro Pressure Gauge (for identifying optimal performance) INCLUDES: hydraulic lines with quick disconnects, mounting bracket FOR USE WITH: High Flow or High Flow XPS Hydraulics	WARRANTY	
	Months:	24
	Hours:	
	Description:	STANDARD WORKTOOL WARRANTY
	Additional:	

Purchase Price (plus applicable taxes): \$31,987.80 – TN STATE CONTRACT PRICING

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Brandon Cotter

Sales Representative
Thompson Machinery



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.A.6. Sole Source Purchase - Two Muffin Monster Grinders for the Hollandale Sewer Lift Station.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. Estimate - BAR Environmental Supply Inc - Muffin Monster Grinders
2. JWC Sole Source Letter BAR Environmental

Summary:

This is a sole source purchase to replace two existing hydraulic Muffin Monster grinders for the Hollandale Sewer Lift Station.

Background Information:

A quote is attached from BAR Environmental Supply, Inc. for the replacement equipment needed for the Hollandale Rd Sewer Lift Station. This is considered a sole source purchase and a justification letter is also attached. There is a lead time of 10 weeks to get delivery on the equipment before installation can occur.

Financial Summary:

The cost of the equipment and installation is \$173,900. A total of \$175,000 was allocated for this purchase in the FY 2024-2025 Sewer Department Fund Budget.

Staff Recommendation:

Staff recommends approval.

BAR Environmental Supply, Inc.
100 Winners Cir N Ste 420
Brentwood, TN 37027
+1 6153730788



Quote

ADDRESS

Bob Burns
Attn: Mr Bob Burns
Assistant Director of Public
Works
148 International Boulevard
LaVergne, TN 37086

SHIP TO

Bob Burns
LaVergne Sewer
148 International Blvd
LaVergne, TN 37086

QUOTE # JSA071724-2

DATE 07/17/2024

EXPIRATION DATE 08/16/2024

ACTIVITY	QTY	RATE	AMOUNT
JWC Channel Monsters: - (2) 30005-0040-DI Muffin Monster Model 30005-0040-DI Muffin Monster™ grinder suitable for up to 3020gpm (refer to JWC Environmental flow curves for additional performance data). Scope of supply to include: * Grinder with 40" cutter stack using 7-tooth cam cutters in hardened alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron end housings and high-flow siderails, 29:1 speed reducer and 5 hp immersible XPNV 460v/3ph/60Hz electric motor with 40' cable. Channel-mounted frame assembly fabricated in 304 stainless steels (18" W x 54" D) (2) PC2200 motor controller in a NEMA 4X FRP enclosure accepting 460v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC	1	173,900.00	173,900.00
BAR Service: Installation and startup of (2) channel monsters Includes, - On-site submittal review with Owner - Remove existing grinder frames and install new - Panel mount to exterior wall near hatch - Conduit run for breaker panels - Misc materials *** Breakers provided by Owner ***			
Freight Included Submittal Lead Time 4 weeks Equipment Production 10 weeks	1	0.00	0.00

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.

--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.

SUBTOTAL	173,900.00
TAX	0.00
TOTAL	\$173,900.00

Accepted By

Accepted Date

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.

--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.



JWC
Environmental®



JWC Environmental LLC
290 Paularino Ave.
Costa Mesa, CA 92626

Date: August, 21 2024

To: Shane Stott
Sewer Department Supervisor
City of LaVergne

Subject: Sole Source for Muffin Monster/ Parts

JWC Environmental is the inventor and owner of the Muffin Monster®, Channel Monster®, Auger Monster®, Screenings Washer Monster™, Honey Monster™ and Monster Screening Systems™. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

BAR Environmental Inc. is the exclusive JWC Environmental municipal representative for Tennessee.

Please feel free to contact me at **(281) 299-9599 or chrisb@jwce.com** if we can provide any additional information.

Sincerely,

Chris Burt
After Market Sales Manager

*The **Monster** Family is Growing*
www.jwce.com/headworks



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.B. Approve Professional Services Agreement with JMT, Inc. for the Right-of-Way Acquisition Consulting Services for the South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. PSA - JMT - ROW Acquisition Consulting - South Waldron Road

Summary:

This is a request for a motion to award a consulting services contract to JMT, Inc. for assisting the City with the right-of-way acquisition process for the Blair Road West Expansion project which is a Streets Capital Project.

Background Information:

This is a lump sum project with a ceiling of of \$1,475,300. This money is a part of the approved 2024-2025 Streets Capital Projects Budget under the line item "South Waldron Road Widening." The City went through a qualifications-based selection process and JMT, Inc. was chosen out of eight competent bidders.

Financial Summary:

The maximum cost is \$1,475,300.

Staff Recommendation:

Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as "Right-of-Way Acquisition Consulting for South Waldron Road Widening".

Section 2 - Compensation

2.01 Not to Exceed

The total contract amount shall not exceed one million four hundred seventy five thousand three hundred Dollars and zero Cents (\$1,475,300).

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on a time and materials fee basis per the consultant's fee schedule, attached to this document as Exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. as shown in the consultant's fee schedule, attached to this document as Exhibit "B".
- C. Despite referencing the fee schedule, no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City Board of Mayor and Aldermen.
- B. Change orders will only be considered after notification by the Contractor that an increase in the cost ceiling will be required in such cases where the scope changes due to request by the City, project conditions, or significant variation from the needed services is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 730 calendar days with an anticipated date of completion of 31 December 2026.
- C. Contract duration shall begin on the date that Notice to Proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Prior to Notice to Proceed, Consultant attend a meeting with the City and the City's Design Engineer to discuss dates of availability of legal descriptions and legal exhibits
- C. Notice to proceed date will be determined based on the dates of availability of legal descriptions and legal exhibits which will be provided by the city
- D. Other than preparing for and attending the meeting described in item 3.02 B above, Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- B. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"
 - 7. Invoice date
 - 8. Signature block for Consultant project manager

9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than thirty (30) days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession performing its services with that degree of care skill exercised by similar professionals performing similar services at the same time and in the same locale.
- B. Consultant will act in a professional manner while undertaking work upon the City's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the Consultant's performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. The project manager for this project will be the City of La Vergne Stormwater Coordinator.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, project submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such documents by City or others on any project other than the project which is the subject

of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant.

- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars (\$500,000) per employee for bodily injury by accident, five hundred thousand dollars (\$500,000) per employee for bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit for disease
 4. Professional Liability Insurance covering Consultant's negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

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

8.03- Coverage of the City

Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in Exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

- A. The City may suspend the work specified in this Agreement for up to ninety (90) days upon providing fourteen (14) calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days' notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for Convenience

The City may unilaterally terminate the Agreement with or without cause with thirty (30) days' notice

10.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in Exhibit "A" or under an approved change order may be invoiced and will be paid pursuant to section 4.03
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty-five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in Exhibit "B"

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies.

In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies

by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Force Majeure

13.01- Force Majeure

Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected

party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

14.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements
- B. In the event of a discrepancy between this agreement and the exhibits or appendices attached hereto, then the agreement shall govern

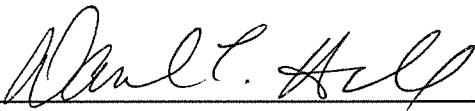
14.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified is clearly called out with the full narrative of the portion being modified provided with both the existing and proposed wording

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

City of La Vergne

By: Jason Cole
Mayor



JMT - Johnson, Mirmiran & Thompson, Inc.

By: DAN L. HALL
SENIOR VICE PRESIDENT

EXHIBIT A

SCOPE OF SERVICES



August 19, 2024

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services**

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. This will include coordination with the City, title reports, appraisals, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 124 tracts broken into three phases (see attached spreadsheet for breakdown of tracts):

Titles and Closings

- We are pleased to utilize Brenda Lehman for the title reports and deed recordings and closings.

Appraisals

- We will utilize Boozer & Company, P.C., and his well-established appraisal firm for the appraisals.
- We have determined that a Market Data Brochure is not necessary since there are no Nominal Payment Parcels (NPPs) and the market data will require updating constantly given the size and length of the project.
- Appraisal reports for property owners with multiple tracts will be provided at the same time to expedite negotiations.
- Appraisals will be completed in batches of 10-15 per batch.

Land Acquisition Document

- Upon completion of appraisals, a land acquisition document will be completed for the purposes of identifying amount due owner for City approval as well as offer documentation. Due to time sensitivity, these land acquisition documents will be submitted in batches of 10-15 tracts at a time. This is the only possible way to complete this high number of tracts.

-
- Once the land acquisition document is approved/executed by the City, JMT will be ready to make the offers.

Negotiations

- It is assumed that the City and Ragan-Smith will be responsible for the staking for ROW appraisals and negotiations.
- The City will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract (not yet received). These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. Should all resources be exhausted, the City will assist in finding contact info for unfound property owners.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City titles for all letters, forms, and negotiations with property owners.
- We will allow a 30-day negotiation period. We will offer a 10% bonus to all owners who are willing to agree and sign within that 30-day period. Any negotiations that exceed 30 days will be sent to condemnation.
- It is assumed, based on our review of the plans and parcels, none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project will likely include miscellaneous moves and salvage value items. We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City's Project Manager, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process.
- JMT will submit regular progress reports to Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City for their use/verification purposes.

Schedule

-
- The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

Project Fee

The fee to manage the ROW acquisition services for the Waldron Road Widening Project will be \$1,475,300. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The monthly invoice to the City will include JMT's fees and all subcontractor's fees as one invoice. The breakdown is as follows:

- Brenda Lehman's title fee will be \$186,000, which includes the initial Title Search, and/or any Title Updates, copies, and electronic & overnight delivery fees.
- Boozer & Company, P.C.'s appraisal fee will be \$510,500.
- JMT's fee to conduct ROW negotiations and acquisitions and manage the ROW acquisition services will be \$678,500.
- Brenda Lehman's closing services fee is \$100,300, which includes disbursement of Funds, document preparation, Recording fees, e-filing fees, courier/overnight shipping & handling fees, and notary fees.

If unforeseen changes require the on-going negotiations process to be restarted or revised significantly, JMT will immediately notify the City of the change. Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations will be additional scope and fee.

Assumptions

- Title reports and appraisals will be provided for the City-owned Tract 4, Tract 121, and Tract 122. But negotiations and closings will not be provided for these three tracts.
- Tract 44, Tract 45, and Tract 46 are contiguous with the same owner and will be combined into one appraisal and offer. Tract 84 and Tract 85 are contiguous with the same owner and will be combined into one appraisal and offer. These combined tracts will also be closed with one closing.
- For the combined tracts, one appraisal will be provided. Also, these combined tracts will be negotiated as one report/tract. Closings will also be done as one report/tract. Only title reports will be separate for each of the individual 124 tracts.
- Due to complexity and potential mortgage holds, all tracts will have an appraisal – no NPP's.
- It is assumed there will be no relocations. JMT's fee for any relocation services will require a supplement.
- JMT will submit one land acquisition document per batch to be approved/executed. Due to time sensitivity, these packages will be submitted in batches of 10-15 at a time. This is the only possible way to successfully accomplish this high number of tracts.
- Any Lender fees, such as but not limited to application fees, processing fees or appraisal fees, required to obtain approval for a Consent to Easement or Partial Release on a tract will be paid by the City. The funds will be forwarded immediately to Attorney upon request to maintain a timely work flow on the project.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well versed in Uniform Act ROW acquisition and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT-approved. Upon NTP, JMT will provide all contact information for myself as the project manager as well as a deputy project manager who will also be JMT staff.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this significant and urgent project for the City of LaVergne.

Sincerely,



Dyan C. Damron, PE, PTP
Senior Associate | Section Head Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

SOUTH WALDRON ROAD ROW - LAVERGNE, TN

Phase One							
Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
3	House/Residential	11 ac	Y	FPA	Y	Y	Minor acq.
4	City Owned	1,450 SF	Y	FPA	N	N	Minor acq.
5	House/Residential	1.152	Y	FPA	Y	Y	Minor acq.
6	House/Residential	8.124	Y	FPA	Y	Y	Minor acq.
7	House/Residential	5.505	Y	FPA	Y	Y	Minor acq.
8	House/Residential	0.696	Y	FPA	Y	Y	Minor acq.
9	House/Residential	4.788	Y	FPA	Y	Y	Minor acq.
10	House/Residential	0.772	Y	FPA	Y	Y	Minor acq.
11	House/Residential	0.52	Y	FPA	Y	Y	Minor acq.
12	House/Residential	0.484	Y	FPA	Y	Y	Minor acq.
13	House/Residential	4.598	Y	FPA	Y	Y	Minor acq.
14	House/Residential	0.371	Y	FPA	Y	Y	Minor acq.
15	House/Residential	0.349	Y	FPA	Y	Y	Minor acq.
16	House/Residential	0.398	Y	FPA	Y	Y	Minor acq.
17	House/Residential	0.375	Y	FPA	Y	Y	Minor acq.
18	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
19	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
20	House/Residential	3.911	Y	FPA	Y	Y	Minor acq.
22	House/Residential	0.334	Y	FPA	Y	Y	Minor acq.
23	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
24	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
25	House/Residential	9.942	Y	FPA	Y	Y	Minor acq.
26	House/Residential	0.457	Y	FPA	Y	Y	Minor acq.
27	House/Residential	0.369	Y	FPA	Y	Y	Minor acq.
28	House/Residential	0.478	Y	FPA	Y	Y	Minor acq.
29	House/Residential	6.381	Y	FPA	Y	Y	Minor acq.
30	House/Residential	7.864	Y	FPA	Y	Y	Minor acq.
31	House/Residential	1.498	Y	FPA	Y	Y	Minor acq.
32	House/Residential	0.967	Y	Formal	Y	Y	Possible proximity damage
33	House/Residential	3.201	Y	Formal	Y	Y	Possible proximity damage
34	House/Residential	7.783	Y	FPA	Y	Y	Minor acq.
35	House/Residential	1.916	Y	Formal	Y	Y	Possible proximity damage
37	School	33.848	Y	FPA	Y	Y	Minor acq.
38	Vacant Residential	11.232	Y	Vacant Formal	Y	Y	Minor acq.
39	House/Residential	0.68	Y	FPA	Y	Y	Minor acq.
40	House/Residential	2.205	Y	FPA	Y	Y	Minor acq.
41	House/Residential	4.635	Y	FPA	Y	Y	Minor acq.
42	House/Residential	11.99	Y	Formal	Y	Y	Possible proximity damage
43	House/Residential	0.359	Y	Formal	Y	Y	Possible proximity damage
44*	Vacant Residential	18.746	Y	Vacant Formal	Y	Y	Minor acq.
45*	Vacant Residential	13.939	Y	Vacant Formal	N	N	Minor acq.
46*	Vacant Residential	21.889	Y	Vacant Formal	N	N	Minor acq.
51	House/Residential	0.7	Y	FPA	Y	Y	Minor acq.
52	House/Residential	0.648	Y	FPA	Y	Y	Minor acq.
130	House/Residential	296	Y	FPA	Y	Y	Minor acq.
131	Vacant Lot	1	Y	Vacant Formal	Y	Y	Minor acq.
46			46	44	43	43	

Total - Phase One

*Tracts 44, 45, & 46 can be combined into one "Larger Parcel"

Phase Two

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
94	House/Residential	0.316	Y	FPA	Y	Y	Minor acq.
95	House/Residential	0.321	Y	FPA	Y	Y	Minor acq.
96	House/Residential	0.356	Y	FPA	Y	Y	Minor acq.
97	House/Residential	0.628	Y	FPA	Y	Y	Minor acq.
98	House/Residential	0.301	Y	FPA	Y	Y	Minor acq.
99	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
100	House/Residential	0.348	Y	FPA	Y	Y	Minor acq.
101	House/Residential	0.272	Y	FPA	Y	Y	Minor acq.
102	House/Residential	0.289	Y	FPA	Y	Y	Minor acq.
103	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
104	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
105	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
106	House/Residential	0.28	Y	FPA	Y	Y	Minor acq.
107	House/Residential	0.323	Y	FPA	Y	Y	Minor acq.
108	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
109	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
110	House/Residential	0.299	Y	FPA	Y	Y	Minor acq.
111	House/Residential	0.314	Y	FPA	Y	Y	Minor acq.
112	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
113	house/Residential	0.266	Y	FPA	Y	Y	Minor acq.
114	House/Residential	0.389	Y	FPA	Y	Y	Minor acq.
115	Apartment	4.649	Y	FPA	Y	Y	Minor acq.
116	House/Residential	0.368	Y	FPA	Y	Y	Minor acq.
117	House/Residential	0.241	Y	FPA	Y	Y	Minor acq.
119	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
120	Vacant Industrial	2.378	Y	Vacant Formal	Y	Y	Minor acq.
121	City Owned Fire Sta	0.992	Y	FPA	N	N	Minor acq.
122	City Owned	3,743 SF	Y	Vacant Formal	N	N	Minor acq.
123	Car Wash	0.366	Y	FPA	Y	Y	Minor acq.
124	Mini Storage	1.63	Y	FPA	Y	Y	Minor acq.
125	Retail Strip Center	2.1	Y	Formal	Y	Y	Loss of Parking
126	Industrial Storage	2.42	Y	FPA	Y	Y	Minor acq.
127	Retail Strip Center	1.15	Y	Formal	Y	Y	Loss of Parking
128	Dollar General	2.05	Y	FPA	Y	Y	Minor acq.
129	Mapco	0.7	Y	FPA	Y	Y	Minor acq.
134	House/Residential	0.47	Y	FPA	Y	Y	Minor acq.
135	House/Residential	0.24	Y	FPA	Y	Y	Minor acq.
136	House/Residential	0.37	Y	FPA	Y	Y	Minor acq.
141	House/Residential	0.44	Y	FPA	Y	Y	Minor acq.
142	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
144	House/Residential	0.31	Y	FPA	Y	Y	Minor acq.
41			41	41	39	39	

Total - Phase Two

Phase Three

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
57	House/Residential	4.156	Y	FPA	Y	Y	Minor acq.
58	House/Residential	0.677	Y	FPA	Y	Y	Minor acq.
59	House/Residential	0.681	Y	FPA	Y	Y	Minor acq.
60	House/Residential	0.663	Y	FPA	Y	Y	Minor acq.
61	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
62	Vacant Residential	7.808	Y	Vacant Formal	Y	Y	Minor acq.
63	House/Residential	3.514	Y	FPA	Y	Y	Minor acq.
64	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
65	Vacant Residential	0.83	Y	Vacant Formal	Y	Y	Minor acq.
66	House/Residential	0.675	Y	FPA	Y	Y	Minor acq.
67	House/Residential	0.713	Y	FPA	Y	Y	Minor acq.
68	House/Residential	0.753	Y	FPA	Y	Y	Minor acq.
69	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
70	Vacant Residential	5.917	Y	Vacant Formal	Y	Y	Minor acq.
71	House/Residential	2.843	Y	FPA	Y	Y	Minor acq.
72	House/Residential	1.071	Y	Formal	Y	Y	Possible proximity damage
73	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
74	House/Residential	8.81	Y	FPA	Y	Y	Minor acq.
75	House/Residential	0.686	Y	FPA	Y	Y	Minor acq.
76	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
77	Vacant Residential	2.303	Y	FPA	Y	Y	Minor acq.
78	House/Residential	0.652	Y	FPA	Y	Y	Minor acq.
79	House/Residential	0.616	Y	FPA	Y	Y	Minor acq.
80	House/Residential	2.351	Y	FPA	Y	Y	Minor acq.
81	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
82	Vacant Residential	122.437	Y	Vacant Formal	Y	Y	Minor acq.
83	House/Residential	5.539	Y	FPA	Y	Y	Minor acq.
84*	House/Residential	2.777	Y	FPA	Y	Y	Minor acq.
85*	Vacant Residential	7.755	Y	FPA	N	N	Minor acq.
86	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
87	House/Residential	0.433	Y	FPA	Y	Y	Minor acq.
88	House/Residential	0.337	Y	FPA	Y	Y	Minor acq.
89	House/Residential	0.344	Y	FPA	Y	Y	Minor acq.
90	House/Residential	0.23	Y	FPA	Y	Y	Minor acq.
91	House/Residential	0.296	Y	FPA	Y	Y	Minor acq.
92	House/Residential	0.551	Y	FPA	Y	Y	Minor acq.
93	House/Residential	0.234	Y	FPA	Y	Y	Minor acq.
37			37	36	36	36	

Total - Phase Three

*Tracts 84 & 85 can be combined into one "Larger Parcel"

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

JMT
750 Old Hickory Blvd, Suite 1-120, Brentwood, TN 37027

Johnson, Mirmiran & Thompson, (JMT) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$250.00
Senior Project Manager II	\$220.00
Senior Project Manager I	\$205.00
Project Manager II	\$185.00
Project Manager I	\$160.00
Senior Licensed Design Professional	\$175.00
Licensed Professional II	\$150.00
Licensed Professional I	\$125.00
Construction Engineer II	\$140.00
Construction Engineer I	\$115.00
Graduate Engineer (EIT)	\$110.00
Senior Designer II	\$165.00
Senior Designer I	\$135.00
CADD Technician IV	\$110.00
CADD Technician III	\$95.00
CADD Technician II	\$80.00
CADD Technician I	\$65.00
CEI Technician IV	\$120.00
CEI Technician III	\$100.00
CEI Technician II	\$85.00
CEI Technician I	\$65.00
Clerical Administration II	\$80.00
Clerical Administration I	\$65.00
ROW Agent III	\$145.00
ROW Agent II	\$105.00
ROW Agent I	\$90.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	\$225.00
Survey Party (2-man)	\$165.00
Survey Party (1-man w/Robotic or GPS)	\$110.00
Conductive Locator (1-Man)	\$115.00
Ground Penetrating Radar (1-Man)	\$135.00
Vacuum Excavation (2-Man)	\$290.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- 1) Printing, reproduction, photography or special material for said project.
- 2) Travel expenses outside of the Middle TN area.
- 3) Other consultant fees as approved by the Owner.

EXHIBIT C

TIME SCHEDULE

The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE

To be provided upon NTP – JMT will meet requirements set forth in this contract.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.C. Approve Amendment #1 to the Clinic Share Agreement between Premise Health Employer Services, LLC, the Town of Smyrna, the City of La Vergne and Unipres U.S.A., Inc.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Shared Clinic Amendment

Summary:

This is an amendment to the existing agreement between the City of La Vergne, Town of Smyrna, and Unipres with Premise Healthcare.

Background Information:

This amendment is to the original agreement dated September 5, 2019 regarding the healthcare relationship between Premise Health and the City of La Vergne. The city shares an employee clinic with the Town of Smyrna employees and employees from Unipres. The agreement changes the financial arrangement to a percentage of use agreement based on available appointments. Each entity would be billed for the percentage of appointments available and used in the given month.

Financial Summary:

This will increase the monthly cost, the exact amount undetermined, based on usage of our employees.

Staff Recommendation:

Staff recommends approval.

AMENDMENT NO. 1 TO THE CLINIC SHARE AGREEMENT

This **Amendment No. 1** to Clinic Share Agreement (“**Amendment No. 1**”) is effective as of February 1, 2024 (“**Amendment No. 1 Effective Date**”), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027, successor in interest to CareHere, LLC (“**Premise Health**”), The Town of Smyrna (“**Town**”), The City of LaVergne, Tennessee (“**City**”), and Unipres U.S.A., Inc., a Tennessee corporation, having its principal place of business at 201 Kirby Road, Portland, Tennessee 37148 (“**Unipres**”). Premise Health, Town, City and Unipres are each individually a “**Party**” and are collectively the “**Parties**.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, CareHere, LLC, Town, City, and Unipres entered into the Clinic Share Agreement dated September 5, 2019 (“**Agreement**”); and

WHEREAS, Premise Health acquired one hundred percent ownership in CareHere, LLC on October 1, 2020; and

WHEREAS, Effective January 1, 2023, CareHere, LLC assigned the Agreement to Premise Health Employer Solutions, LLC as part of a reorganization; and

WHEREAS, the Parties desire to document that assignment; and

WHEREAS, the Parties desire to amend Paragraph 8 B., Shared Expenses, of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENTS

1.1 Effective January 1, 2023, all references to “CareHere, LLC” in the Agreement shall be replaced with “Premise Health Employer Solutions, LLC” and all references to “CareHere” in the Existing Agreement shall be replaced with “Premise Health”.

1.2 Effective July 1, 2024, Paragraph 8.B. of the Agreement is hereby deleted in its entirety and replaced with the following:

- B. Shared Expenses. Shared expenses shall be billed based upon each Parties utilization, as defined below. Shared expenses include, but are not limited to, provider time, care coordinator time, equipment, and facilities costs (including rent, maintenance, supplies, utilities, etc.).

Utilization shall be determined based on each month's used time. For example, if the Clinic had 30 hours of used time during a month and 18 hours were used by the Town, 6 hours were used by the City, and 6 hours were used by Unipres, the split of the shared expenses would be 60% paid by the Town, 20% paid by the City, and 20% paid by Unipres. The Parties acknowledge and agree that this Section 8.B. shall govern in the event of any conflict between the provisions of this Section 8.B. and the provisions in any Party Contract.

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

2.2 Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 1 and that the execution and delivery of this Amendment No. 1 by the Parties has been duly authorized by all requisite corporate action and when executed and delivered, this Amendment No. 1 shall be valid and binding upon the Parties.

2.3 Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

(Signatures on following page.)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by and through their respective representatives to be effective as of the Amendment No. 1 Effective Date.

UNIPRES U.S.A., INC.

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

THE CITY OF LAVERGNE

THE TOWN OF SMYRNA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.D. Approve Proposal, Sales Agreement and Maintenance Agreements with MTR and Lease Agreement with JEG Capital for the Police Department Copy Machine and the Assistant City Administrator Copy Machine.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. MTR Proposal and Agreements

Summary:

This item will approve a proposal and associated agreements from MTR and JEG Capital for a new copy machine for the Police Department and removes the lease for the copy machine for the Assistant City Administrator.

Background Information:

The lease on the existing Police Department copy machine has expired. A proposal has been submitted by MTR for a new copy machine. The lease payment will be \$160 per month, which is a savings of \$38 per month. The new maintenance agreement that goes with that copy machine will be \$250 per quarter, which will save the city a total of \$150 per quarter. The total savings for this new copy machine will be \$88 per month.

The lease has expired on the copy machine for the Assistant City Administrator. The city will now own the copy machine and we will only have to have a maintenance agreement in place for that machine. The lease savings is \$99.99 per month. The maintenance agreement will be \$90 per quarter, which is a savings of \$60 per quarter. The total savings on this copy machine will be \$119.99 per month.

Financial Summary:

For the Police Department, the lease for the new copy machine will be \$160 per month. The

maintenance agreement will be \$250 per quarter. For the Assistant City Administrator copy machine, the lease payment will go away and the maintenance agreement will be \$90 per quarter. These funds are included in the FY 2024-2025 budget.

Staff Recommendation:

Staff recommends approval.



2340 Southgate Blvd. Murfreesboro TN 37128
P: 615.893.1574 • F: 615.893.1368 • www.mtr1.com



Proposed By:
Jay Hodge
(615) 648-5450
jhodge@mtr1.com
7/1/2024

Proposed For:
Felicia Anderson
City of Laverne
fanderson@lavernetn.gov
(615) 287-8645

Police department:

Current Situation

Lease Payment = \$198.00 per month.
Service Agreement = \$400.00 per quarter.

Proposed

Lease Payment = \$160.00 per month.
Service Agreement = \$250.00 per quarter.

Lease Savings = \$38.00 per month.
Service Savings = \$150.00 per quarter.
Total Savings = \$88.00 per month.

Assistant City Administrator:

Current Situation

Lease Payment = \$99.99 per month.
Service Agreement = \$150.00 per quarter.

Proposed

Remove lease payment, City will own copier.
Service Agreement = \$90.00 per quarter.

Lease Savings = \$99.99 per month.
Service Savings = \$60.00 per quarter.
Total Savings = \$119.99 per month.

Combined savings for Assistant City Administrator & Police Dept = \$207.99 per month!



4011 Cripple Creek Rd
Readyville, TN 37149
615.895.7874

Equipment Lease Agreement

AGREEMENT NO:

CUSTOMER ("You" or "Your")

City of Laverne - Police Department

Contact Name: Felicia Anderson

Address: 5093 Murfreesboro Rd, La Vergne, TN 37086

Phone Number: (615) 287-8645

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

MTR, Inc 2340 Southgate Blvd Murfreesboro, TN 37128

EQUIPMENT

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

o See attached schedule for additional Equipment/Accessories

HP Managed Flow MFP E82540Z CNC1LDW08K

Equipment Location: same as above

PAYMENT TERMS

Lease Payment: \$160.00 (plus applicable taxes) Billing Period: Monthly

Security Deposit \$0.00

Purchase Option: Fair Market Value

Term: 60

months

First Payment Due:

Document Fee \$75.00 (included on first invoice)

TERMS AND CONDITIONS

AGREEMENT: You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period on the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

NET AGREEMENT: THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM.

WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOU PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. **LEASE PAYMENTS:** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing

Period at the address we provide to you. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier. For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$30.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

EQUIPMENT USE: You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the Manufacturer or Vendor. You agree to pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment.

SOFTWARE/DATA: Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting or removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT: You may not sell, assign or sublease the Equipment of this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the **APPLICABLE LAW: JURISDICTION AND VENUE** Lessee hereby acknowledges that this Lease was entered into in the State of Tennessee. County of Rutherford, and that the parties have agreed to the terms of this Lease with the understanding that any action or proceeding regarding this Lease of the Equipment shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim to improper jurisdiction or venue or form non conveniens and agreeing to accept service at Lessee's place of business in any such action. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, applied without giving effect to conflict-of-laws principles, except that UCC Article 2A shall apply whether or not adopted by such state.

LOSS OR DAMAGE: You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible.

TAXES: We own the Equipment.

END OF TERM: If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AT TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight, and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay and inspection restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. **DEFAULT AND REMEDIES:** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC: You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

Miscellaneous: This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

OWNER: JEG Capital LLC

SIGNATURE:

John Garland

DATE:

PRINT NAME & TITLE: John Garland President

CUSTOMER: (AS STATED ABOVE)

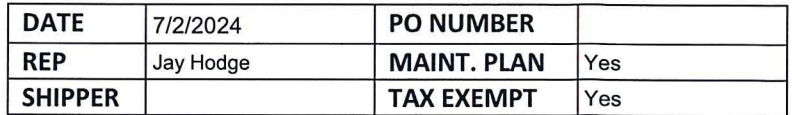
SIGNATURE:

X

DATE:

X

PRINT NAME & TITLE



CLIENT INFORMATION							
BILL TO				SHIP TO			
NAME	City of Lavergne - Police Department			NAME	City of Lavergne - Police Department		
ADDRESS	5093 Murfreesboro Rd,			ADDRESS	5093 Murfreesboro Rd,		
CITY, STATE, ZIP	La Vergne, TN 37086			CITY, STATE, ZIP	La Vergne, TN 37086		
PHONE	(615) 287-8608	CELL		PHONE	(615) 287-8608	FAX	
CONTACT	Felicia Anderson			KEY OP	Wanda		
E-MAIL	fanderson@lavernetn.gov			E-MAIL	fanderson@lavernetn.gov		

[illegible]**BALANCE DUE**

Page 125 of 219

Maintenance Agreement

Term 60 Months

This agreement will be billed Monthly

Customer Name: City of Lavergne - Police Department

Agreement Effective Date: _____

Manufacturer: HP Model Number: E82540Z Serial Number: CNC1LDW08K

Manufacturer: _____ Model Number: _____ Serial Number: _____

Manufacturer: _____ Model Number: _____ Serial Number: _____

Manufacturer: _____ Model Number: _____ Serial Number: _____

Beginning Meter Reading: B&W _____ Color _____

Minimum Quarterly Billing: \$ 250.00 Includes: 25,000 B&W Images

Black & White Images: Toner: Included

Minimum Quarterly Billing: \$ na Includes: na Color Images

Color Images: Toner: na

Meter Charge per image: (For Overages): B&W: \$ 0.01 Color: \$ na

MAINTENANCE AGREEMENT

This Maintenance Agreement is based on the understanding between both parties that all maintenance and Imaging supplies will be purchased from MTR, Inc. MTR, Inc. is not liable for unavailability of parts or supplies. MTR, Inc. agrees to perform service in accordance with the following terms and conditions:

This Maintenance Agreement Covers:

Service labor and the replacement of defective parts, transfer belts, drums, toner, maintenance kits and fuser units for the equipment (Per manufacturer's replacement schedule). This Maintenance Agreement is a separate and distinct contract from the Sales Agreement. The terms and conditions of this Maintenance Agreement are not related to or dependent upon the term of the Sales Agreement or any finance or lease agreement which buyer may execute to facilitate the purchase of equipment. At the end of the term, this Maintenance Agreement will automatically renew for 12 months at the then current market pricing unless cancelled by the customer or MTR, Inc. with a 90 day written notice prior to the renewal date.

Cancellation of Agreement:

This Maintenance Agreement may be cancelled by MTR, Inc. or by the customer with a 90 day written notice prior to the agreement renewal date and payment in full of all charges listed below. *Upon cancellation of the maintenance agreement customer agrees to pay MTR, Inc. for the retail price of any unused supplies remaining in the equipment including unused toner, developer, drums, fuser rollers, transfer belt units, imaging units and maintenance kits. *The equipment must reside in the MTR, Inc. service area.

*There will be no refund to the buyer on this Maintenance Agreement if this contract is cancelled prior to the expiration date. The remaining months are due and payable within 10 business days.

This agreement does not cover:

This Maintenance Agreement does not cover network services. All network IT services will be billed at the current MTR, Inc IT rate. Any service calls necessitated by the use of non-original manufacturer's equipment parts, supplies, attachments, or supplies that have been reconditioned or recharged or not authorized or sold by MTR, Inc. Repairs or cleaning necessitated by the improper installation of toner, or foreign agents (i.e. rubber bands, paper clips, staples, etc.); or lack of routine operator cleaning duties. EXTERIOR HARDWARE including, but not limited to, doors, covers, hinges, operation panels, stands, wheels, castors, exit trays, ADF trays and guides, paper cassettes, sheet by-pass, instruction manuals, drivers, cabling or external wiring etc. which may become broken, lost, or damaged due to misuse or neglect. Circuit board failures due to improper grounding of circuit or overload of circuits, (i.e. a 15amp or 20 amp, properly grounded, dedicated circuit on all digital equipment is required to ensure maximum efficiency and reliability.) The equipment must be equipped with a Smart Power or other MTR, Inc. approved surge protection device which meets or exceeds surge suppression capabilities (circuit clamping) of less than 10v and common circuit clamping of less than 1v. Power connections not meeting these requirements may cause major damage to the equipment which is not covered by this agreement. Lightning strikes or electrical grid induced surges and brown out damage is not covered. Replacement or repair of any network device causing problems including software or other failures involved in the printer/scan process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnessing or cards.) Service required if the end-user installs software, software updates or any changes or upgrades to their operating systems which causes print/scan problems or failures. The negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment.

Customer agrees to:

Pay for any additional services that may be required to relocate or to reinstall and adjust after relocation, (including but not limited to, the services required to reconnect to the customer's network and PC workstations.) Provide MTR, Inc. with timely meter readings as needed and to accept, if made necessary by your failure to report, estimated meter readings based on usage history for billing purposes. Provide supplies used by MTR, Inc. technical personnel to repair, test or maintain equipment.

MTR, Inc. reserves the right to change the prices at any time, and will notify Customer of any price changes via written proposal, work order, or invoice. MTR, Inc. reserves the option to recover the retail cost of any unused consumable supplies at the end of the original contract or renewal period. MTR, Inc. is not responsible for delays of service due to manufacturers' non-availability of parts or supplies. This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment unless MTR, Inc. is notified and agrees to continue service. MTR, Inc. may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement. A past due balance of more than 30 days will result in a credit hold, no ship status. This agreement will not cover any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any act of God. Customer specifically agrees that NO OTHER representations, other than those set forth specifically in writing herein have been made or relied upon. Your signature and initial payment will indicate acceptance of these terms and conditions.

I have read and understand these terms and conditions and have received a copy of this agreement.



Printed Name



Title



Signature

Maintenance Agreement

Term 12 Months

This agreement will be billed Monthly

City of Lavergne - Assistant City Administrator
Customer Name: _____

Agreement Effective Date: _____

Manufacturer: Samsung Model Number: SL-C4062FX Serial Number: 0C99BJEJ50005HX
Manufacturer: _____ Model Number: _____ Serial Number: _____
Manufacturer: _____ Model Number: _____ Serial Number: _____
Manufacturer: _____ Model Number: _____ Serial Number: _____
Beginning Meter Reading: B&W _____ Color _____

Minimum Quarterly Billing: \$ 90.00 Includes: 6,000 B&W Images
Black & White Images: Toner: Included

Minimum Quarterly Billing: \$ 0.00 Includes: 0 Color Images
Color Images: Toner: Included

Meter Charge per image: (For Overages): B&W: \$ 0.015 Color: \$ 0.085

MAINTENANCE AGREEMENT

This Maintenance Agreement is based on the understanding between both parties that all maintenance and Imaging supplies will be purchased from MTR, Inc. MTR, Inc. is not liable for unavailability of parts or supplies. MTR, Inc. agrees to perform service in accordance with the following terms and conditions:

This Maintenance Agreement Covers:

Service labor and the replacement of defective parts, transfer belts, drums, toner, maintenance kits and fuser units for the equipment (Per manufacturer's replacement schedule). This Maintenance Agreement is a separate and distinct contract from the Sales Agreement. The terms and conditions of this Maintenance Agreement are not related to or dependent upon the term of the Sales Agreement or any finance or lease agreement which buyer may execute to facilitate the purchase of equipment. At the end of the term, this Maintenance Agreement will automatically renew for 12 months at the then current market pricing unless cancelled by the customer or MTR, Inc. with a 90 day written notice prior to the renewal date.

Cancellation of Agreement:

This Maintenance Agreement may be cancelled by MTR, Inc. or by the customer with a 90 day written notice prior to the agreement renewal date and payment in full of all charges listed below. *Upon cancellation of the maintenance agreement customer agrees to pay MTR, Inc. for the retail price of any unused supplies remaining in the equipment including unused toner, developer, drums, fuser rollers, transfer belt units, imaging units and maintenance kits. *The equipment must reside in the MTR, Inc. service area. *There will be no refund to the buyer on this Maintenance Agreement if this contract is cancelled prior to the expiration date. The remaining months are due and payable within 10 business days.

This agreement does not cover:

This Maintenance Agreement does not cover network services. All network IT services will be billed at the current MTR, Inc IT rate. Any service calls necessitated by the use of non-original manufacturer's equipment parts, supplies, attachments, or supplies that have been reconditioned or recharged or not authorized or sold by MTR, Inc. Repairs or cleaning necessitated by the improper installation of toner, or foreign agents (i.e. rubber bands, paper clips, staples, etc.); or lack of routine operator cleaning duties. EXTERIOR HARDWARE including, but not limited to, doors, covers, hinges, operation panels, stands, wheels, castors, exit trays, ADF trays and guides, paper cassettes, sheet by-pass, instruction manuals, drivers, cabling or external wiring etc. which may become broken, lost, or damaged due to misuse or neglect. Circuit board failures due to improper grounding of circuit or overload of circuits, (i.e. a 15amp or 20 amp, properly grounded, dedicated circuit on all digital equipment is required to ensure maximum efficiency and reliability.) The equipment must be equipped with a Smart Power or other MTR, Inc. approved surge protection device which meets or exceeds surge suppression capabilities (circuit clamping) of less than 10v and common circuit clamping of less than 1v. Power connections not meeting these requirements may cause major damage to the equipment which is not covered by this agreement. Lightning strikes or electrical grid induced surges and brown out damage is not covered. Replacement or repair of any network device causing problems including software or other failures involved in the printer/scan process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnessing or cards.) Service required if the end-user installs software, software updates or any changes or upgrades to their operating systems which causes print/scan problems or failures. The negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment.

Customer agrees to:

Pay for any additional services that may be required to relocate or to reinstall and adjust after relocation, (including but not limited to, the services required to reconnect to the customer's network and PC workstations.) Provide MTR, Inc. with timely meter readings as needed and to accept, if made necessary by your failure to report, estimated meter readings based on usage history for billing purposes. Provide supplies used by MTR, Inc. technical personnel to repair, test or maintain equipment. MTR, Inc. reserves the right to change the prices at any time, and will notify Customer of any price changes via written proposal, work order, or invoice. MTR, Inc. reserves the option to recover the retail cost of any unused consumable supplies at the end of the original contract or renewal period. MTR, Inc. is not responsible for delays of service due to manufacturers' non-availability of parts or supplies. This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment unless MTR, Inc. is notified and agrees to continue service. MTR, Inc. may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement. A past due balance of more than 30 days will result in a credit hold, no ship status. This agreement will not cover any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any act of God. Customer specifically agrees that NO OTHER representations, other than those set forth specifically in writing herein have been made or relied upon. Your signature and initial payment will indicate acceptance of these terms and conditions. I have read and understand these terms and conditions and have received a copy of this agreement.

 _____
Printed Name

 _____
Title

 _____
Signature



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 8.E. Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.

Department: Economic Development

Presented By: Tom Broeker / Jason Cole

Item Attachments: 1. Amendment

Summary:

This is an amendment to renew the agreement with Placer Labs, Inc to provide services to the Economic Development Department.

Background Information:

This is a renewal of an agreement that was originally approved in 2022 with Placer Labs, Inc. They provide Economic Development services including analytics and demographics to the city. This extends the agreement for one year with costs increasing by \$971. This amendment also allows for an annual increase that will equal the greater of CPI or five percent (5%) per year.

Financial Summary:

The cost for these services for the next year is \$20,396. This is a budgeted item in the Economic Development department.

Staff Recommendation:

Staff recommends approval.



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of July 29, 2024 (the “**Amendment Date**”), modifies the Order Form executed by City of La Vergne, TN (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about August 4, 2022 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting August 4, 2024 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase, from \$19,425 to \$20,396.
3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date.
4. Placer may increase the fees any time following the Additional Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.
5. In all other respects, the Order Form shall remain in full force and effect.

City of La Vergne, TN	Placer Labs, Inc.
By:	By:
Name:	Name:
Title:	Title:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 9. **Resolution #2024-21** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-21

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 two departments. In the Fire Department we have multiple items that are no longer used or needed. This includes damaged fire hose, adapters, and exercise equipment. In the IT Department, there are multiple monitors and PC's from the Library that are being sold.

In the Fire Department, there is also a Fire Prevention Trailer that needs to be declared as surplus in order for the city to donate it to the City of Eagleville. The resolution to make the donation is later in the agenda.

Financial Summary:

It is unknown at this time as to how much revenue the city will receive when these items are sold on GovDeals.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-21

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government.
The following described property is hereby declared to be of low value and surplus to the needs of the city.

Item	Description	VIN / Serial Number
Fire Department		
1.75 Inch Fire Hose (Damaged)	18 sections of 1.75 inch fire hose. Failed the yearly hose testing. Is not operable and needs repair.	N/A
2.5 Inch Fire Hose (Damaged)	22 sections of 2.5 inch fire hose. Failed the yearly hose testing. Is not operable and needs repair.	N/A
5 inch Fire Hose (Damaged)	6 sections of 5 inch fire hose. Failed the yearly hose testing. Is not operable and needs repair.	N/A
Action 6 Inch to 5 Inch Hose Adapter	Action 6 inch to 5 inch fire hose adapter. Operable, but unknown condition.	N/A
96 Gallon Spill Response Drum	Enviro Sorb Model 1695, 95 gallon spill response overpack drum for 55 gallon drum. Operable.	N/A
1 Lot of Various Electronic Equipment	Various electronic equipment. Unknown condition.	N/A
Pack of 3 Emergency Road Hazard Triangles	Five packs of 3 emergency triangle road hazard kits. Satellite brand. Operable. (Note: To be sold individually.)	N/A
1 Lot of Exercise Equipment	1 Lot of exercise equipment in various condition. Operable. See pictures for items.	N/A
Wind Up Siren	Federal wind up siren. Unknown condition.	N/A
Hydraulic 20 ton Bottle Jack	Torin hydraulic 20 ton bottle jack. Needs repair - missing handle.	150300107

Smart Power Onboard Generator	Smart Power Systems Model HR-15 On Board Generator. 34.5" L x 19" W x 22' H. Unknown condition – no guarantee of working condition.	14H21-02
Hydraulic Hose Reel and Electric Mount	Hanney Reels Model #P56AN239 Hydraulic Hose Reel and Electric Mount. Unknown condition. Three units total. (Note: To be sold individually.)	13DEC01
Low Level Strainer	Redhead Low Level Strainer. Operable. No damage.	N/A
Portable Scene Lights	Streamlight Model #018228 portable scene lights. Not operable. Unknown condition. Missing charging cords. (Three total – sold together.)	N/A
Rescue Air Bag Sliding Rack / Organizer	Slidemaster Rescue Air Bag Sliding Rack and Organizer. Operable.	N/A
Rescue Tool Mount	Zephyr Rescue Tool Mount. Operable. (Three total – sold together.)	N/A
Storz Adapter	Harrington 6 inch to 5 inch Storz Adapter. Operable – Unknown condition.	N/A
IT Department		
1 Lot of Various IT Equipment	Miscellaneous computers and parts of various makes and models including monitors, PCs, Yealink desk phones, keyboards, mice, library receipt printers and boxes of various other computer parts and components. Unknown Condition.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. 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>
Fire Department		
Fire Prevention Trailer	2003 Scotty Mobile 25' Trailer used as a Fire Prevention Trailer. Needs Repair. Minor Damage including broken water pump, broken water pipe, no air conditioning or heat.	N/A

Section 4. 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) and, if approved, Resolution #2024-25, a Resolution to Donate a Surplus Fire Prevention Trailer to the City of Eagleville, the City Administrator is granted authority, for and on behalf of the City of La Vergne, to execute the donation of the Fire Prevention Trailer to the City of Eagleville pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

Section 5. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 3rd day of September, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year:	Manufacturer: Fire Equip	Model #: 800
Serial Number:		
Description of Use: 18 sections of 1.75 inch fire hose		
Color:	multiple colors	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: Failed yearly hose testing				

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:	not in use
Current Estimated Value:	50 dollars
Suggested Minimum Sale Price:	45 dollars
Location of Property:	Fire station 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Will Abernathy	Department: Fire
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:	Manufacturer: Fire Equip	Model #:
Serial Number:		
Description of Use: 22 sections of old fire hose 2.5 inch and 3 inch.		
Color:	White and yellow	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: Failed yearly hose testing requirements				

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:	Not in use
Current Estimated Value:	50 dollars
Suggested Minimum Sale Price:	45 dollars
Location of Property:	Fire station 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Will Abernathy	Department: Fire
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:	Manufacturer:All American	Model #:
Serial Number:1111433197		
Description of Use:6 sections of old fire hose 5 inch		
Color:	yellow	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:Failed yearly hose testing requirements				

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:	Not in use
Current Estimated Value:	50 dollars
Suggested Minimum Sale Price:	45 dollars
Location of Property:	Fire station 43
For more information, contact:	Will Abernathy

Department Information:

Your Name:Will Abernathy	Department:Fire
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:	Manufacturer: Action	Model #:
Serial Number:		
Description of Use: action 6 inch to 5 inch fire hose adapter		
Color:	gray	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer needed
Current Estimated Value:	200
Suggested Minimum Sale Price:	150
Location of Property:	station 43
For more information, contact:	William Abernathy

Department Information:

Your Name: William Abernathy	Department: Fire
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

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

Item Description:

Year:	Manufacturer: Enviro Sorb	Model #: 1695
Serial Number:		
Description of Use: 95 gallon spill response overpack drum for 55 gal. drum		
Color:	yellow	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:	not in use
Current Estimated Value:	150 dollars
Suggested Minimum Sale Price:	100 dollars
Location of Property:	Fire Station 43
For more information, contact:	Nick Matthews

Department Information:

Your Name: Will Abernathy	Department: Fire
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

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

Item Description:

Year:	Manufacturer: Electronics Lot	Model #:
Serial Number:		
Description of Use:		
Color:		Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Surplus
Current Estimated Value:	200
Suggested Minimum Sale Price:	100
Location of Property:	FS 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Cody Wilson	Department: Fire
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: \$ _____





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Made in China

WIRELESS COVERAGE SOLUTION

Cell Phone Signal Booster







CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year:	Manufacturer:satellite	Model #:
Serial Number:		
Description of Use:pack of 3 emergency triangles road hazard kit 5 total		
Color:	red	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☒ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer needed
Current Estimated Value:	30 each
Suggested Minimum Sale Price:	15 each
Location of Property:	station 43
For more information, contact:	William Abernathy

Department Information:

Your Name:William Abernathy	Department:Fire
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

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

Item Description:

Year:	Manufacturer: Exercise Equipment Lot	Model #:
Serial Number:		
Description of Use: Various exercise equipment		
Color:		Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: No damage				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Bought new equipment
Current Estimated Value:	500
Suggested Minimum Sale Price:	100
Location of Property:	FS 43
For more information, contact:	DPC Matthews

Department Information:

Your Name: Cody Wilson	Department: Fire
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

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

Item Description:

Year:	Manufacturer: Federal	Model #: Wind up Siren
Serial Number:		
Description of Use:		
Color:		Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Surplus
Current Estimated Value:	100
Suggested Minimum Sale Price:	50
Location of Property:	FS 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Cody Wilson	Department: Fire
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

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

Item Description:

Year:	Manufacturer: Torin	Model #:
Serial Number: 150300107		
Description of Use: hydraulic bottle jack 20 ton		
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: missing handle				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	not in use
Current Estimated Value:	50 dollars
Suggested Minimum Sale Price:	20 dollars
Location of Property:	fire station 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Will Abernathy	Department: fire
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

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

Item Description:

Year:	Manufacturer: Smart power Systems	Model #: HR-15
Serial Number: 14H21-02		
Description of Use: Smart power HR-15 onboard generator		
Color:	White	Size (L x W x H): 34.5" L x 19" W x 22" H
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours: unkwn.	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: unknown condition not guaranteed to work				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer usable for the city
Current Estimated Value:	1000\$
Suggested Minimum Sale Price:	800\$
Location of Property:	Station 43
For more information, contact:	William Abernathy

Department Information:

Your Name: William Abernathy	Department: Fire
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:	Manufacturer: Hanney Reels	Model #: P56AN239
Serial Number: 13DEC01		
Description of Use: Hydraulic hose reel and electric mount 3 total		
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: Electric hydraulic hose reel with hydraulic hose unknown condition 3 total				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer needed
Current Estimated Value:	600 each
Suggested Minimum Sale Price:	500 each
Location of Property:	station 43
For more information, contact:	William Abernathy

Department Information:

Your Name: William Abernathy	Department: Fire
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

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

Item Description:

Year:	Manufacturer: Redhead	Model #: Low level strainer
Serial Number:		
Description of Use:		
Color:		Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: No damage				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Surplus
Current Estimated Value:	100
Suggested Minimum Sale Price:	50
Location of Property:	FS 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Cody Wilson	Department: Fire
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:	Manufacturer: stream light	Model #: 018228
Serial Number:		
Description of Use: streamlight portable stream light 3 total		
Color:	yellow	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: stream light portable scene light missing charging cord 3 total				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer needed
Current Estimated Value:	1000
Suggested Minimum Sale Price:	900
Location of Property:	station 43
For more information, contact:	William Abernathy

Department Information:

Your Name: William Abernathy	Department: Fire
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:	Manufacturer: Slide Master	Model #:
Serial Number:		
Description of Use: Rescue Air bag sliding rack / organizer		
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:				

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:	not in use
Current Estimated Value:	200 dollars
Suggested Minimum Sale Price:	100 dollars
Location of Property:	Fire station 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Will Abernathy	Department: Fire
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

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

Item Description:

Year:	Manufacturer: Zephyr	Model #:
Serial Number:		
Description of Use: Rescue tool mount 3 total		
Color:	red	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	not in use
Current Estimated Value:	50 dollars
Suggested Minimum Sale Price:	25 dollars
Location of Property:	Fire station 43
For more information, contact:	Will Abernathy

Department Information:

Your Name: Will Abernathy	Department: Fire
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

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

Item Description:

Year:	Manufacturer:harrington	Model #:
Serial Number:		
Description of Use:harrington 6 inch to 5 inch storz adapter		
Color:	gray	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer needed
Current Estimated Value:	100
Suggested Minimum Sale Price:	75
Location of Property:	station 43
For more information, contact:	William Abernathy

Department Information:

Your Name:William Abernathy	Department:Fire
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: Various	Manufacturer: Various	Model #: Various
Serial Number:		
Description of Use: Miscellaneous computers and parts of various makes and models including monitors, PCs, Yealink desk phones, keyboards, mice, library receipt printers and boxes of various other computer parts and components.		
Color:		Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed: The working condition is unknown on most of these items. Most items are removed from service due to failure or age.				

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:	Failure or age
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	La Vergne Library
For more information, contact:	Jackie Williams 615-287-8620

Department Information:

Your Name: Jackie Williams	Department: IT
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:2003	Manufacturer:Scotty	Model #:Mobile Trailer
Serial Number:NA		
Description of Use:Fire prevention trailer		
Color:	White	Size (L x W x H): 25ft
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: Broken water pump, busted water pipe, and no ac or heat.				

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:	Not practical for use. Outdated equipment/Broken
Current Estimated Value:	Less than \$5,000
Suggested Minimum Sale Price:	Donation to Eagleville Fire Department
Location of Property:	Fire Station 43
For more information, contact:	Curtis Brinkley

Department Information:

Your Name:Curtis Brinkley	Department:Fire Rescue
Signature: Curtis Brinkley, 07-23-2024	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: \$ _____







ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 10. **Resolution #2024-22** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-22

Summary:

This is a resolution to participate in the PE Partners Property Conservation Matching Grant Program.

Background Information:

The city must approve a resolution to participate in this grant program. This is a 50-50 matching grant program. This year, the grant will be used to replace the existing security cameras at the Water Treatment Plant.

Financial Summary:

The grant will reimburse up to \$5,000 with a 50-50 match. The estimated cost of the cameras and installation is \$19,900.45, so the city should received the full \$5,000 in reimbursement from PE Partners.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-22

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION MATCHING GRANT PROGRAM.

WHEREAS, the citizens of the City of La Vergne have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of La Vergne; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the Property Conservation Matching Grant Program through the Loss Control Department of Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum for any monies provided by this grant.

RESOLVED this 3rd day of September, 2024.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

PROPERTY CONSERVATION GRANT PROGRAM
PE Partners GRANT APPLICATION

Application Date:	8/6/2024 4:05:25 PM
Participant city (or Agency) Name:	City of La Vergne
P.O. Box Address or Street:	5093 Murfreesboro Rd
City:	La Vergne
Zip Code:	37086
Contact Person:	Kemishia Sadler
Contact Person - Title:	Grant Writer
Contact Person - Telephone:	615-542-6870
Contact Person - Email:	ksadler@laveragnetn.gov
No of Full Time Employees in City/Agency	281
No. Employees Affected by this Purchase:	281
City/Agency Desires to Purchase the Following:	A camera system for the Water Treatment Plant.
Justification for the Needed Purchase:	The existing cameras at the water treatment plant are due for replacement. As an essential tool for the city's safety, compliance, and operational efficiency- the new, updated technology will contribute greatly to securing critical infrastructure.
Estimate #1 - <i>Calculated Total</i>	19,900.45
Estimate #2 - <i>Calculated Total</i>	21,346.65
Approving Supervisor - Name	Glenn Green



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 11. **Resolution #2024-23** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-23

Summary:

This is a resolution that allows the city to participate in the PE Partners Safety Partners Grant program. This is a grant that the city applies for each year through our property and casualty insurance provider.

Background Information:

This year, the application for this grant will be used to purchase safety equipment and supplies primarily for the Public Works Departments. These purchases include TOSHA Basic Safety, Flagger Safety, Confined Space Competent Person, and Crane Safety training courses. In addition to courses, the Public Works Department also wishes to purchase 10 Hard hats, 38 Safety Vests, 1 Full Body harness, 1 Lanyard with snap hook, 1 Box of safety glasses (24 ct.), 1 Box of ear plugs (100 ct.), 15 Hi-Vis T-shirts, 9 Rain jackets, 40 Eye wash bottles, 1 First Aid kit for service truck, 1 First aid kit refill supplies and 4 Halt dog repellants.

Financial Summary:

The estimated cost of the safety equipment and supplies is \$7,383.73 and PE Partners should reimburse the city up to half of that cost.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-23

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS JUDY HOUSLEY SAFETY PARTNERS MATCHING GRANT PROGRAM.

WHEREAS, the safety and well-being of the employees of the City of La Vergne is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace to the City of La Vergne employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering the Judy Housley Safety Partners Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the Judy Housley Safety Partners Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

RESOLVED this 3rd day of September, 2023.

Mayor

ATTEST:

City Recorder

Safety Partners Grant
PE Partners Judy Housley Safety Partners Grant APPLICATION

Application Date:	7/24/2024 4:07:23 PM
Participant city (or Agency) Name:	City of La Vergne
P.O. Box Address or Street:	5093 Murfreesboro Rd
City:	La Vergne
Zip Code:	37086
Contact Person:	Kemishia Sadler
Contact Person - Title:	Grant Writer
Contact Person - Telephone:	615-542-6870
Contact Person - Email:	ksadler@laveragnetn.gov
No of Full Time Employees in City/Agency	281
No. Employees Affected by this Purchase:	36
City/Agency Desires to Purchase the Following:	TOSHA Basic Safety Flagger Safety Confined Space Competent Person and Crane Safety training courses. In addition to courses the Public Works Department also wishes to purchase 10 Hard hats 38 Safety Vests 1 Full Body harness 1 Lanyard with snap hook 1 Box of safety glasses 24ct. 1 Box of ear plugs 100ct. 15 Hi-Vis T-shirts 9 Rain jackets 40 Eye wash bottles 1 First Aid kit for service truck 1 First aid kit refill supplies and 4 Halt dog repellent.
Justification for the Needed Purchase:	The city's Public Works Department encompasses the streets water sewer and meter reading departments. Due to the nature of their work these employees have increased exposure to various accidents and hazards. The requested safety courses and PPE will equip the employees with the tools to perform their daily tasks and decrease the risk of incidents while minimizing the costs associated with workplace injuries.
Estimate #1 - Calculated Total	7,383.73
Estimate #2 - Calculated Total	7,402.51
Approving Supervisor - Name	Michael Dietz



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 12. **Resolution #2024-24** - A Resolution Authorizing the City of La Vergne to Participate in the HGAC Cooperative Purchasing Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-24

Summary:

This resolution will allow the city to participate in this cooperative purchasing program.

Background Information:

Tennessee state law allows for cities to participate in cooperative purchasing programs. We belong to several of these organizations and there are several benefits for using their services. It simplifies the purchasing process because the vendors go through a bidding process and the city does not have to bid every single item out. Pricing is better because the organization combines the purchasing power of their members and uses that leverage through economies of scale and reduces administrative costs. There are many organizations in Tennessee that use the HGAC Cooperative Purchasing Program, so it is beneficial to all of us.

Financial Summary:

There is no cost to join the HGAC Cooperative Purchasing Program.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-24

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE HGAC COOPERATIVE PURCHASING PROGRAM.

WHEREAS, Tennessee Code Annotated §12-9-104 permits local governments to enter into joint agreements to exercise legitimate governmental functions (including purchasing) with any other local government in Tennessee or in any other state; and

WHEREAS, there is no cost or obligation to join or participate in the HGAC Cooperative purchasing program, and there are no minimum contract purchasing requirements or commitments for members' use of the HGAC Cooperative contracts; and

WHEREAS, the City of La Vergne desires to enter into an interlocal contract for cooperative purchasing with the Houston-Galveston Area Council (HGAC) for the purpose of seeking and participating in competitively solicited purchasing contracts for products, equipment and services.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into an interlocal contract for cooperative purchasing (attached as Exhibit A) with the Houston-Galveston Area Council (HGAC) at no cost to the city.

This resolution will take effect immediately upon its passage, the public welfare requiring it.

RESOLVED this the 3rd day of September, 2024.

Mayor

ATTEST:

City Recorder

Exhibit A



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:
ILC24-14923
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of La Vergne**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **5093 Murfreesboro Road La Vergne, TN 37086**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **09/03/2024** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2024** and ends **06/30/2025**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of La Vergne

Name of End User (local government, agency, or non-profit corporation)

5093 Murfreesboro Road

Mailing Address

La Vergne, TN 37086

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Jason Cole, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By:

Executive Director

Date:

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **City of La Vergne** County Name: **Rutherford**

Mailing Address: **5093 Murfreesboro Road La Vergne, TN 37086**

Main Telephone Number: **615-793-6295** FAX Number: **615-793-6025**

Physical Address: **5093 Murfreesboro Road La Vergne, TN >37086**

Web Site Address: **www.lavergnetn.gov**

Official Contact: Felicia Anderson

Mailing Address: **5093 Murfreesboro Road**
La Vergne, TN 37086

Title: **Purchasing Agent**

Ph No.: **615-287-8645**

FX No.:

E-Mail Address: **fanderson@lavergnetn.gov**

Authorized Official: Jason Cole

Mailing Address: **5093 Murfreesboro Road**
La Vergne, TN 37086

Title: **Mayor**

Ph No.: **615-793-6295**

FX No.:

E-Mail Address: **jcole@lavergnetn.gov**

Authorized Official: Bruce Richardson

Mailing Address: **5093 Murfreesboro Road**
La Vergne, TN 37086

Title: **City Administrator**

Ph No.: **615-287-8634**

FX No.:

E-Mail Address: **brichardson@lavergnetn.gov**

Authorized Official: Joseph Traughber

Mailing Address: **5093 Murfreesboro Road**
La Vergne, TN 37086

Title: **Accounts Payable Specialist**

Ph No.: **615-287-8621**

FX No.:

E-Mail Address: **jtraughber@lavergnetn.gov**

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 13. **Resolution #2024-25** - A Resolution to Donate a Surplus Fire Prevention Trailer to the City of Eagleville.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Resolution #2024-25

Summary:

This resolution will authorize the donation of a used fire prevention trailer to the City of Eagleville.

Background Information:

In 2018, the City of Murfreesboro donated a used Fire Prevention Trailer to the City of La Vergne. At this time, the trailer is not practical for our use. It is also outdated and needs some repairs. The City of Eagleville has expressed interest in receiving this trailer for their use. A previous resolution on the agenda (if approved) designates this trailer as surplus to the city's needs. This resolution authorizes the donation of that surplus property to the City of Eagleville.

Financial Summary:

No financial impact.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-25

A RESOLUTION TO DONATE A SURPLUS FIRE PREVENTION TRAILER TO THE CITY OF EAGLEVILLE.

WHEREAS, the City of La Vergne owns a fire prevention trailer that has been used by, and is in the possession of, the City of La Vergne Fire Department; and

WHEREAS, this fire prevention trailer has been removed from service and pursuant to Resolution #2024-21, the trailer has been considered as surplus equipment that is no longer needed by the City of La Vergne; and

WHEREAS, pursuant to TCA §12-3-1005, the City may by, resolution or ordinance of its governing body, establish a procedure for the disposition of its surplus personal property to other governmental entities, including, but not limited to, counties, municipalities, metropolitan governments, the state of Tennessee, the federal government, other states or their political subdivisions and the instrumentalities of any of the foregoing, by sale, gift, trade, or barter upon such terms as the governing body may authorize, without regard to any other provisions of law regarding the sale or disposition of used or surplus personal property; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to donate this fire prevention trailer to the City of Eagleville for their use; and

WHEREAS, it is in the best interest of the citizens of the City of La Vergne that said equipment be donated to the City of Eagleville in the manner described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Alderman of the City of La Vergne that the City Administrator be, and hereby is, granted authority, for and on behalf of the City of La Vergne, to execute the donation of the fire prevention trailer to the City of Eagleville pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

RESOLVED this the 3rd day of September, 2024.

By _____
Mayor

ATTEST

By _____
City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year:2003	Manufacturer:Scotty	Model #:Mobile Trailer
Serial Number:NA		
Description of Use:Fire prevention trailer		
Color:	White	Size (L x W x H): 25ft
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:Broken water pump, busted water pipe, and no ac or heat.				

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:	Not practical for use. Outdated equipment/Broken
Current Estimated Value:	Less than \$5,000
Suggested Minimum Sale Price:	Donation to Eagleville Fire Department
Location of Property:	Fire Station 43
For more information, contact:	Curtis Brinkley

Department Information:

Your Name:Curtis Brinkley	Department:Fire Rescue
Signature: Curtis Brinkley, 07-23-2024	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: \$ _____







ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 3, 2024

Item #: 14.A. La Vergne Industrial Development Board. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Industrial Board Application - Ross Howard

Summary:

This is an item regarding the appointment of a resident to the Industrial Development Board.

Background Information:

La Vergne Industrial Development Board Not a City Board - Appointed By City Council - 6 year terms		
Name	Appointed	Term Expires
Graeme Coates	June 6, 2023	October 1, 2027
Terrel "Terry" Coleman	October 2, 2019	October 1, 2029
Laura Davidson	October 2, 2019	October 1, 2025
Jim Hesemann	October 2, 2019	October 1, 2029
Mark Molnar	October 10, 2023	October 1, 2025
Daniel Pazych	October 6, 2020	October 1, 2027
Vacant (Kathy Tyson)		October 1, 2027

We have one vacancy due to the resignation of Kathy Tyson. We have been advertising this position on Channel 3 and Social Media and have received one application.

Current Applicant:

- Ross Howard

Financial Summary:

N/A

Staff Recommendation:

N/A

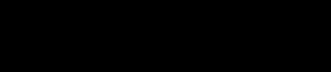
CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☒ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: **Ross Howard** Cell Phone: 

Address:  Other Phone: _____

La Vergne, TN 37086 Email Address: 

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Henderson High School		Mind Body Institute
City, State	Henderson, TX		Nashville, TN
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☒ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A		Massage Therapy
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Licensed Massage Therapist
List any experience that would apply to the Board or Committee you are applying for:	As a business owner, I feel as though I can offer a unique perspective.
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	N/A
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I want to help serve my community in whatever capacity I'm able.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Tabatha Howard		12	
2	Brandon Taylor	N/A	15	
3	Albert Cole	N/A	8	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature:  Date: Aug 20, 2024

Please attach your resume. Thank you for your willingness to serve.