

WORKSHOP AGENDA

Board of Mayor and Aldermen

December 3, 2024 @ 6:30 PM

For the December 5, 2024 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Oath of Office Ceremonies - Alderman Graeme Coates and Alderman Steve Noe. (Meeting only.)
2. Approve Minutes: November 4, 2024 Workshop and November 7, 2024 Regular Meeting.
3. Presentations:
 - A. Certificate of Appreciation - Dennis Waldron. (Meeting only.)
 - B. Presentation - Rutherford County Update. (Meeting only.)
 - C. Presentation - Christopher Johnson - LHS Football Coach. (Meeting only.)
4. Public Comment Period.
5. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

6. Second Reading - **Ordinance #2024-16** - An Ordinance to Amend the Fiscal Year 2024-2025 Equitable Sharing Fund Budget.

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

7. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. State Contract Purchase - Landscape Dump Truck for the Stormwater

Department.

2. State Contract Purchase - Motorola Radios for Police Department.
- B. Approve Change Order #1 with Turner Security for the Modification of Access Control, Closed Circuit Television and Network Wiring for the Public Works and Community Development Services Facility.
- C. Approve Amendment #2 to Grant Contract #77833-150 with the State of Tennessee Department of Commerce and Insurance for the Recruitment and Retention Grant.
- D. Approve Lease Agreement with Rutherford County for the Solid Waste Convenience Center on Sand Hill Road.
- E. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.
- F. Approve Revisions to the Parks & Recreation Pavilion Rental Policy.
- G. Approve Revisions to the Parks & Recreation Building Rental Policy.
- H. Approve Equipment and Software Master Subscription Agreement with Rekor Recognition Systems, Inc. for Automated License Plate Recognition Phase 3 Expansion.

NEW BUSINESS

8. First Reading - **Ordinance #2024-17** - An Ordinance to Amend Title 20, Chapter 2, Section 20-208 of the La Vergne Municipal Code Regarding Parks and Recreation User Fees.
9. First Reading - **Ordinance #2024-18** - An Ordinance to Amend the City of La Vergne Fee Schedule for Parks & Recreation User Fees.
10. First Reading - **Ordinance #2024-19** - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 5 - Economic Development Advisory Committee.
11. First Reading - **Ordinance #2024-20** - An Ordinance to Amend Title 2, Chapter 2, Section 2-202 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and to Delete Title 2, Chapter 3 of the La Vergne Municipal Code Regarding the Greenway Advisory Committee.
12. First Reading - **Ordinance #2024-21** - An Ordinance to Amend Title 2, Chapter 5, Section 2-504 of the La Vergne Municipal Code Regarding the Powers and Duties of the Library Board and to Delete Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Historical Preservation Advisory Committee.
13. **Resolution #2024-29** - 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.
14. **Resolution #2024-30** - A Resolution to Donate Surplus Police Vehicles and Storage Containers to the Alexandria, Tennessee Police Department.

15. **Resolution #2024-31** - A Resolution to Donate Surplus Police Vehicles to the Gordonsville, Tennessee Police Department.
16. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Historical Preservation Advisory Committee. (Appoint Council position; One term is vacant.)
 - C. La Vergne Housing Authority. (One term expired 11/30/2024)
 - D. La Vergne Industrial Development Board. (One term is vacant.)
 - E. Library Board. (Appoint City Council position; **FYI** - Two terms expire 12/31/24.)
 - F. Planning Commission. (Appoint Council position; One term is vacant; **FYI** - One term expires 12/31/24.)
 - G. Stormwater Appeals and Advisory Board. (Appoint Council position; **FYI** - Two terms expire 12/31/24.)
 - H. **FYI** - Beer Board. (One term expires 12/31/2024.)
17. Discussion - Board of Mayor and Aldermen Meeting Times.
18. Motion to Approve the 2025 Meeting and Holiday Calendar.

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 NOVEMBER 4, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The November 4, 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 Alderman Haas would lead the prayer and that Alderman Waldron would lead the Pledge of Allegiance at the Regular Meeting on November 7, 2024.

ORDER OF BUSINESS

1. Approve Minutes: September 26, 2024 Workshop and October 3, 2024 Regular Meeting.

No action was taken.

2. Public Comment Period.

No one spoke.

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

Department reports will be given at the November 7, 2024 regular meeting. No action was taken.

CONSENT AGENDA

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

1. **State Contract Purchase - Fuel for Tanks at the Public Works - Community Development Services Facility.**
2. **Sourcewell Contract Purchase - Janitorial Supplies.**
- B. **Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Police Traffic Services Highway Safety Project.**
- C. **Approve Facility Use Agreement with Julianne Holbrook for a Zumba Program at the Multi-Purpose Building.**
- D. **Approve Facility Use Agreement with Jacqueline Dixon for a Jazzercise Program at the Multi-Purpose Building.**
- E. **Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program at the Multi-Purpose Building.**
- F. **Approve an Engineering Services Agreement with Griggs & Maloney for the Water System Asset Management Plan.**
- G. **Approve Change Order #5 with Baron Construction, LLC for the Public Works and Community Development Services Facility.**
- H. **Approve Change Order #2 with Isinguard Construction Group, Inc. for the 2019 Interceptor Improvements Project.**
- I. **Approve Change Order #3 to the Contract with Mofield Brothers Construction Co., LLC for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) Project.**

Mayor Cole explained each item.

Ms. Jaimi Ensey, a representative of Griggs and Maloney, approached the podium to explain item F. regarding the water system asset management plan.

No action was taken.

NEW BUSINESS

5. **First Reading - Ordinance #2024-16 - An Ordinance to Amend the Fiscal Year 2024-2025 Equitable Sharing Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

6. **Resolution #2024-28 - 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.

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

- A. **Beautification and Arts Advisory Committee.** Mayor Cole spoke about the committee and vacancy.
- B. **Historical Preservation Advisory Committee.** Mayor Cole spoke about the board and vacancy.
- C. **FYI – La Vergne Housing Authority.** Mayor Cole spoke about the term.

No action was taken.

8. **Discussion – City Administrator Performance Evaluation.**

Human Resources Director Andrew Patton gave the report for the City Administrator's performance evaluation.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron reminded everyone to change their smoke alarm batteries and to check on their pets and elderly.

Alderman Hobbs reminded everyone to go vote tomorrow.

Mayor Cole reminded everyone that Story Time with Police Chief Moews at the Library on November 6, 2024. He reminded everyone to go vote and where to find voting information.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:13 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 NOVEMBER 7, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

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

BOARD MEMBERS PRESENT

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

A prayer was led by Alderman Carol Haas and the Pledge of Allegiance was led by Alderman Dennis Waldron.

ORDER OF BUSINESS

1. Approve Minutes: September 26, 2024 Workshop and October 3, 2024 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the September 26, 2024 Workshop and the October 3, 2024 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Public Comment Period.

No one spoke.

3. Department Reports:

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

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

C. Parks & Recreation Department. Mr. David McGowan 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.

CONSENT AGENDA

4. **Consent Agenda Items:**
 1. **Approve or Reject City Bids and Purchases:**
 - A. State Contract Purchase - Fuel for Tanks at the Public Works - Community Development Services Facility.
 - B. Sourcewell Contract Purchase - Janitorial Supplies.
 2. **Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Police Traffic Services Highway Safety Project.**
 3. **Approve Facility Use Agreement with Julianne Holbrook for a Zumba Program at the Multi-Purpose Building.**
 4. **Approve Facility Use Agreement with Jacqueline Dixon for a Jazzercise Program at the Multi-Purpose Building.**
 5. **Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program at the Multi-Purpose Building.**
 6. **Approve an Engineering Services Agreement with Griggs & Maloney for the Water System Asset Management Plan.**
 7. **Approve Change Order #5 with Baron Construction, LLC for the Public Works and Community Development Services Facility.**
 8. **Approve Change Order #2 with Isinguard Construction Group, Inc. for the 2019 Interceptor Improvements Project.**
 9. **Approve Change Order #3 to the Contract with Mofield Brothers Construction Co., LLC for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) Project.**

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

NEW BUSINESS

5. **First Reading - Ordinance #2024-16 - An Ordinance to Amend the Fiscal Year 2024-2025 Equitable Sharing Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2024-16, on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE

Vice-Mayor Noe AYE

6. Resolution #2024-28 - 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 was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Resolution #2024-28, was adopted following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron thanked staff for all their help over the last 18 years. He reminded everyone to check on their pets and elderly; he read a letter from a citizen.

Alderman Hobbs thanked Alderman Waldron for his service to the community.

Alderman Haas thanked Alderman Waldron for his service and reminded everyone about the Police Department's food and toy drive. She also wished everyone a Happy Thanksgiving.

Vice-Mayor Noe thanked Alderman Waldron for his service and wished everyone a Happy Thanksgiving.

Mayor Cole thanked Alderman Waldron for his service. He asked everyone to keep the Beaver family in their prayers and wished everyone a Happy Thanksgiving.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:27 p.m.

Mayor

City Recorder

Approved: _____



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

Item #: 6. Second Reading - **Ordinance #2024-16** - An Ordinance to Amend the Fiscal Year 2024-2025 Equitable Sharing Fund Budget.

Department: Finance

Presented By: Danielle Brown, Christopher Moews

Item Attachments: 1. Ordinance #2024-16

Summary:

This is a request to amend the Equitable Sharing Fund Budget for FY 2024-2025 for two future Police Department purchases.

Background Information:

The Police Department is requesting a budget amendment for the Equitable Sharing Fund to allocate funds for two upcoming purchases. These purchases are on the consent agenda for approval. Those purchases are as follows:

- Purchase of ten (10) Motorola APX8000 radios and accessories - cost is \$86,584.40.
- Purchase of two (2) LPR Cameras that will be installed on Carothers Road - cost is \$27,650.00.

Financial Summary:

The total amount of the budget amendment is \$115,000 in order to cover both purchases.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-16

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 EQUITABLE SHARING 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 **Equitable Sharing Fund** by providing for:

Increased Expenditures for account number:

126-42179-312	Police – Small Items of Equipment	\$	115,000
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Decrease Fund Balance:

126-37840	Transfer from Fund Balance	\$ 115,000
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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: December 3, 2024

Item #: 7.A.1. State Contract Purchase - Landscape Dump Truck for the Stormwater Department.

Department: Stormwater

Presented By: Gary Lide

Item Attachments: 1. Proposal - Landscape Dump Truck for Stormwater Dept

Summary:

This item will approve the purchase of an International MV607 SBA Landscape Dump Truck for the Stormwater Department.

Background Information:

This is a state contract purchase using State Contract #SWC209 for an International MV607 SBA Landscape Dump Truck to be purchased from Cumberland International Trucks, Inc. This is a budgeted item in the FY 2024-2025 Stormwater Fund Budget.

Financial Summary:

The cost of the vehicle is \$140,753.48. The amount budgeted in the Stormwater Fund Budget is \$150,000.

Staff Recommendation:

Staff recommends approval.



MV607 SBA

Sales Proposal For:
City of La Vergne

Presented By:
CUMBERLAND INTERNATIONAL TRUCKS, INC.

Prepared For:

City of La Vergne
Garlon Russell
5093 Murfreesboro Road
Murfreesboro, TN 37086-
(615)793 - 6295
Reference ID: LOW Pro

Presented By:

CUMBERLAND INTERNATIONAL TRUCKS, INC.
Erick Creasey
640 Massman Dr.
NASHVILLE TN 37210 -
(615)256-4633

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2024 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 25999. Calc. GCWR: 50000 Calc. Start / Grade Ability: 44.82% / 2.60% @ 55 MPH Calc. Geared Speed: 82.8 MPH
DIMENSION:	Wheelbase: 189.00, CA: 121.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-3DCL} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, 190 Wheel Ends Gear Ratio: 5.13
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 255/70R22.5 Load Range H HDR (CONTINENTAL), 565 rev/mile, 81 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
Base Chassis, Model MV607 SBA with 189.00 Wheelbase, 121.90 CA, and 59.00 Axle to Frame.	5354/2774	8128	\$110,943.00

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 4x2	0/0	0	\$0.00
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Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL {Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)	0/0	0	\$2,244.00
EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024	0/0	0	\$0.00
CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0	\$0.00
CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0	\$97.00
RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0	\$0.00
FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control	41/-3	38	\$436.00

Includes

: FAN Nylon

AIR CLEANER Single Element, Fire Retardant Media	0/0	0	\$0.00
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0	\$0.00
BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3	\$98.00

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0	\$60.00
FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0	\$29.00
OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0	\$0.00
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	224/59	283	\$6,497.00
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0	\$0.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0	\$0.00
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0	\$0.00
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1	\$50.00

CLUTCH

CLUTCH Omit Item (Clutch & Control)	0/0	0	\$0.00
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REAR AXLES, SUSPENSIONS

AXLE, REAR, SINGLE {Meritor MS-21-14X-3DCL} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, 190 Wheel Ends . Gear Ratio: 5.13	0/233	233	\$1,176.00
SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/66	66	\$133.00
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0	\$198.00

FRONT AXLES

AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity	42/0	42	\$371.00
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FRONT SUSPENSIONS

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36	\$184.00
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Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.

CABS, COWLS, BODIES

CAB Conventional, Day Cab	0/0	0	\$0.00
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Includes

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00
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AIR CONDITIONER with Integral Heater and Defroster	56/0	56	\$923.00
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CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
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Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted			
: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap			
CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height	0/0	0	\$0.00
CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	8/0	8	\$90.00
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1	\$76.00
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0	\$0.00
<u>Includes</u>			
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for			
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped)			
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)			
INSTRUMENT PANEL Flat Panel	0/0	0	\$0.00
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0	\$349.00
<u>Notes</u>			
: Mirror Dimensions are Rounded to the Nearest 0.5"			
SEAT BELT All Orange; 1 to 3	0/0	0	\$26.00
SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-14/-4	-18	\$116.00
SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	41/30	71	\$576.00
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5	\$367.00
<u>FRAMES</u>			
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL	97/220	317	\$515.00
BUMPER, FRONT Contoured, Steel, Painted Gloss Black, Severe Duty	118/-26	92	\$98.00
TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3	\$29.00
WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	75/-75	0	\$0.00

BRAKES

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-32/-18	-50	(\$339.00)
<u>Includes</u>			
: BRAKE LINES Color and Size Coded Nylon			
: DRAIN VALVE Twist-Type			
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster			
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel			
: PARKING BRAKE VALVE For Truck			
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4			
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6			
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	9/21	30	\$1,357.00
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1	\$0.00
BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	77/0	77	(\$265.00)
BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqli	16/0	16	\$0.00
SLACK ADJUSTERS, FRONT {Gunitex} Automatic	14/0	14	\$0.00
BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/195	195	\$100.00
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake	0/39	39	\$0.00
SLACK ADJUSTERS, REAR {Gunitex} Automatic	0/14	14	\$0.00
AIR COMPRESSOR {Cummins} 18.7 CFM	37/1	38	\$69.00
AIR DRYER {Wabco HP} with Heater	0/0	0	\$497.00
AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0	\$0.00
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	39/12	51	\$0.00
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	1/0	1	\$542.00

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

STEERING GEAR {Sheppard M100} Power	27/-5	22	\$120.00
STEERING COLUMN Tilting	14/2	16	\$125.00
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	5/23	28	\$96.00
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EXHAUST SYSTEMS

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0	\$0.00
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<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0	\$184.00
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2	\$56.00
ELECTRICAL SYSTEMS			
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
<u>Includes</u>			
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab			
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel			
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever			
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light			
: STARTER SWITCH Electric, Key Operated			
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector			
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature			
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted			
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever			
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted			
: WIRING, CHASSIS Color Coded and Continuously Numbered			
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0	\$42.00
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00
ANTENNA for Increased Roof Clearance Applications	1/0	1	\$0.00
BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab	0/0	0	\$0.00
BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2	\$176.00
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	29/24	53	\$103.00
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2	\$100.00
2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1	\$211.00
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2	\$363.00

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled	0/0	0	\$139.00
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0	\$42.00
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3	\$94.00
HORN, ELECTRIC (2) Trumpet Style	0/0	0	\$15.00
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0	\$109.00
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3	\$483.00
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5	\$48.00
STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start	0/0	0	\$0.00
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1	\$123.00
FRONT END			
FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0	\$0.00
BUG SCREEN Mounted Behind Grille and Bumper Grille	5/0	5	\$171.00
FENDER EXTENSIONS Painted	0/0	0	\$0.00
GRILLE Molded in Black, with Chrome Surround	0/0	0	\$121.00
LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
SPEEDOMETER, TOOLS, MISC			
COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0	\$0.00
FIRE EXTINGUISHER 5 lb Class A B C	8/2	10	\$154.00
FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	1/0	1	\$0.00
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
<u>Includes</u>			
: PAINT SCHEMATIC ID LETTERS "WP"			
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
SAFETY TRIANGLES	6/0	6	\$47.00
SPECIAL RATING, GVWR Limited to 25,999-lb GVWR	0/0	0	\$0.00
FUEL TANKS			

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	24/2	26	\$100.00
DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0	\$0.00
FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0	\$0.00
LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0	\$50.00

WHEELS, TIRES - FRONT

WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0	(\$37.00)
(2) TIRE, FRONT 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position	-10/0	-10	\$450.00

WHEELS, TIRES - REAR

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24	(\$58.00)
(4) TIRE, REAR 255/70R22.5 Load Range H HDR (CONTINENTAL), 565 rev/mile, 81 MPH, Drive	0/12	12	\$1,396.00

WHEELS MISC OPTIONS

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$24.00
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$48.00
WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0	\$59.00

BODY INTEGRATION

BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0	\$148.00
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Total of Product Features**\$133,393.00****Services Section:****WARRANTY**

WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0	\$0.00
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Total of Service Features**\$0.00****Total Component Weight:****6390/3579 9969****Total List Price Including Options:****\$133,393.00**
(lbs) (lbs) (US DOLLAR)

Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
Viking Corten 12' body	0/0	0	\$45,697.00
Total Body Allied:	0/0 (lbs)	0 (lbs)	\$45,697.00 (US DOLLAR)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)	
Description	Price
Total Factory List Price Including Options:	\$133,393.00
Total Preparation And Delivery:	\$6,600.00
Total Freight:	\$3,100.00
Total Factory List Price Including Freight:	\$143,093.00
Less Customer Allowance:	(\$48,036.52)
Total Vehicle Price:	\$95,056.48
Total Body/Allied Equipment:	\$45,697.00
Total Sale Price:	\$140,753.48
Total Per Vehicle Sales Price:	\$140,753.48
Net Sales Price:	\$140,753.48

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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

Item #: 7.A.2. State Contract Purchase - Motorola Radios for Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Quote - Motorola

Summary:

This will approve the purchase of ten Motorola radios for the Police Department.

Background Information:

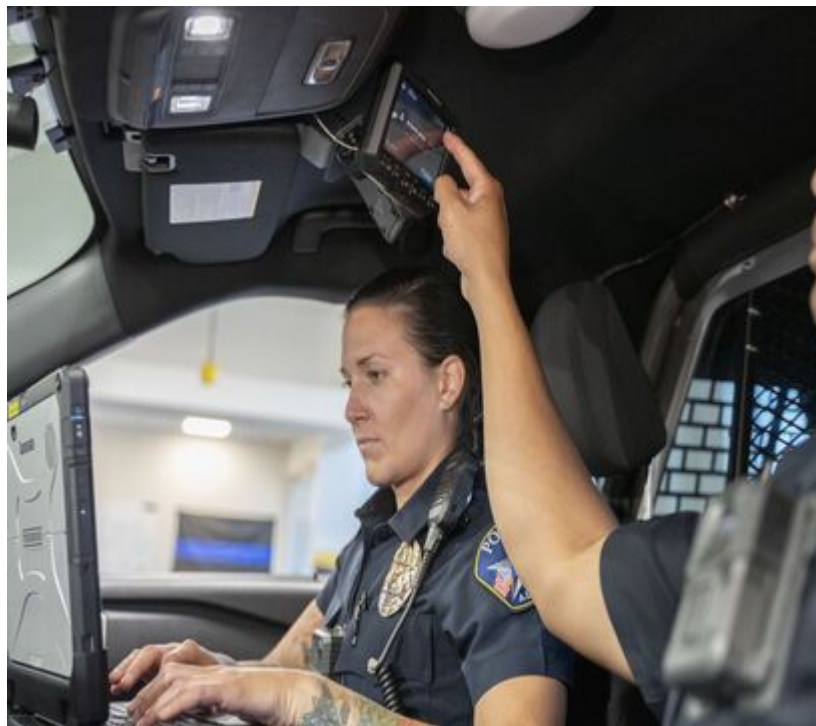
The police department has issued all handheld radios and will need more for current new officers in training. Purchasing these radios and accessories will meet the immediate need. We have no spares for new officers or replacements for any that might need to be out of service for repairs. New radios will require programming, batteries and accessories to function. The quote has all needed items listed.

Financial Summary:

The cost of these radios is \$86,584.40.

Staff Recommendation:

Staff recommends approval.



LAVERGNE, CITY OF

APX 8000 La Vergne PD

07/09/2024

Billing Address:
LAVERGNE, CITY OF
5093 MURFREESBORO RD
LA VERGNE, TN 37086
US

Shipping Address:
LAVERGNE, CITY OF
5093 MURFREESBORO RD
LA VERGNE, TN 37086
US

Quote Date:07/09/2024
Expiration Date:09/07/2024
Quote Created By:
Chris Scott
Account Executive
chrisscott@nashvillecomm.com
6155547429

End Customer:
LAVERGNE, CITY OF
Micheal Campbell
mcampbell@lavergnnetn.gov
615-287-8617

Contract: 21424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	10	\$7,774.00	\$5,597.28	\$55,972.80
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$408.24	\$4,082.40
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$237.60	\$2,376.00
1c	QA00580AA	ADD: TDMA OPERATION	10	\$495.00	\$356.40	\$3,564.00
1d	QA05509AA	DEL: DELETE UHF BAND	10	-\$800.00	-\$576.00	-\$5,760.00
1e	QA05508AA	DEL: DELETE VHF BAND	10	-\$800.00	-\$576.00	-\$5,760.00
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10	\$0.00	\$0.00	\$0.00
1g	QA09001AB	ADD: WIFI CAPABILITY	10	\$330.00	\$237.60	\$2,376.00
1h	H38BS	ADD: SMARTZONE OPERATION	10	\$1,650.00	\$1,188.00	\$11,880.00
1i	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
1j	Q629AH	ENH: AES ENCRYPTION AND ADP	10	\$523.00	\$376.56	\$3,765.60
1k	H869BW	ENH: MULTIKEY	10	\$363.00	\$261.36	\$2,613.60
1l	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	\$6.00	\$4.32	\$43.20
1m	Q887AU	ADD: 5Y ESSENTIAL SERVICE	10	\$306.00	\$306.00	\$3,060.00



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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	10	\$110.00	\$79.20	\$792.00
2	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$186.50	\$139.88	\$1,398.80
3	NAR6595A	ANT 1/4 WAVE 7/800 STUBBY	10	\$31.32	\$23.49	\$234.90
Product Services						
4	LSV00Q00202A	DEVICE PROGRAMMING	10	\$121.43	\$121.43	\$1,214.30
5	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	20	\$127.12	\$95.34	\$1,906.80
6	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	20	\$188.27	\$141.20	\$2,824.00

Grand Total \$86,584.40(USD)

Notes:

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



Purchase Order Checklist

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

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

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

Bill-To Address

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

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

PO Amount must be equal to or greater than Order Total

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

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

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



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

Item #: 7.B. Approve Change Order #1 with Turner Security for the Modification of Access Control, Closed Circuit Television and Network Wiring for the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Proposed Modifications

Summary:

This is a change order in the amount of \$26,764.17 to:

1. Revise access controls for doors into the Public Works area of the PW&CDS building
2. Add Wifi throughout the PW&CDS Building, and
3. Add an exterior camera for the loading dock of the PW&CDS Building.

Background Information:

This was required due to changes in the proposed design of the low voltage system based on site walk-throughs and coordination with the planned operations of the building. This is within the approved budget for the Public Works and Community Development Services Building.

Financial Summary:

Approved Contract	\$225,375.28
Proposed Modifications (Change Order #1)	\$26,764.17
Total Contract after Modifications	\$252,139.45

Staff Recommendation:

Staff recommends approval.

Guest Network and Additional Access Doors

CUSTOMER

City of LaVergne Public Works- Glenn Green

1500 East Nir Shreibman Boulevard , La Vergne, TN
37086

Turner Security Powered by TechCore

106 Enon Springs Road East
Smyrna, TN 37167

Guest Network

Turner Security powered by TechCore will provide and install a Guest Network System, including WiFi with the Network to be provided by customer (TDS).

We will install in the MDF (1) Gateway, (1) POE Switch and (12) Wireless Access Points. Wireless Access Point locations are indicated on the attached heat maps for each area. Each of these Wireless Access Points will be homerun back to the nearest IDF/MDF.

Turner will install (1) Patch Panel in each of the racks for the Guest Network to reside on.

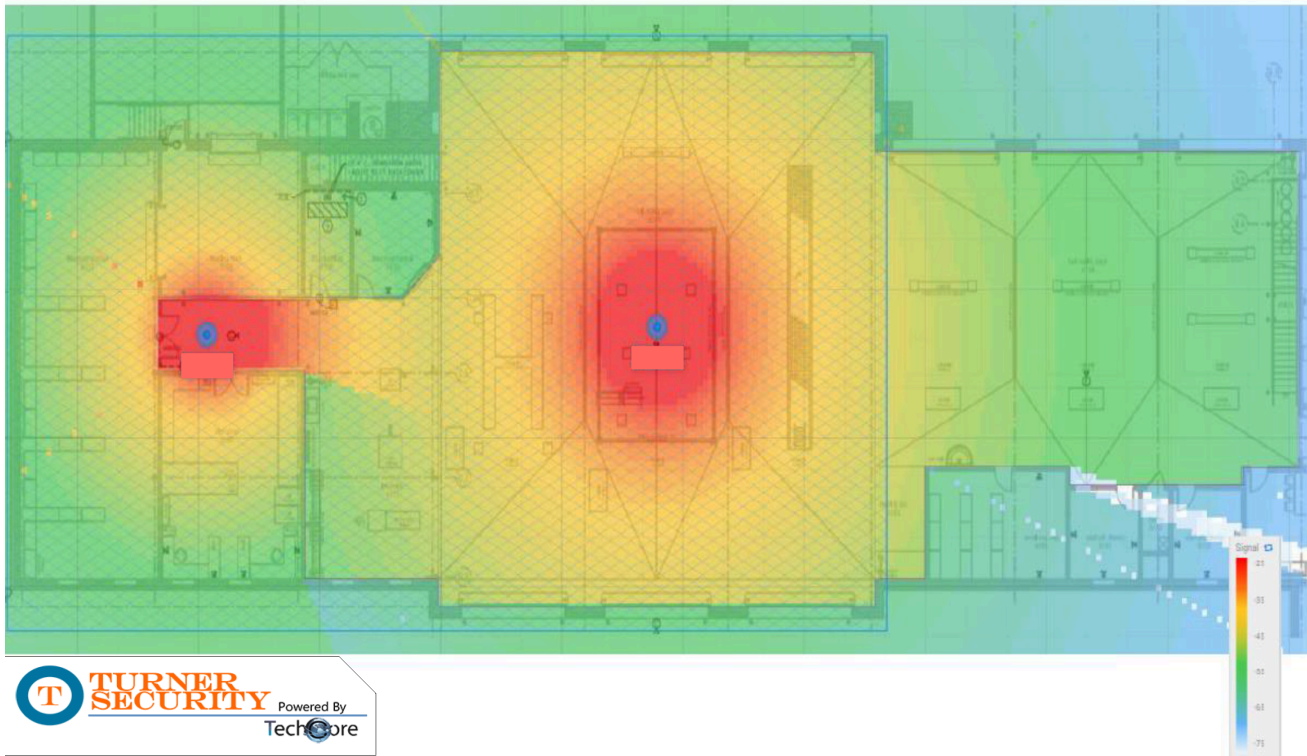
Turner will connect each of the (14) TV drops to the Guest Network.

We will run an HDMI Cable from the Desk location in F204 to the Monitor location behind the Desk

Turner will add (1) TV Drop to F204

Customer is to provide (1) Gateway, (1) POE Switch and (12) Wireless Access points. Turner will install and test each device.

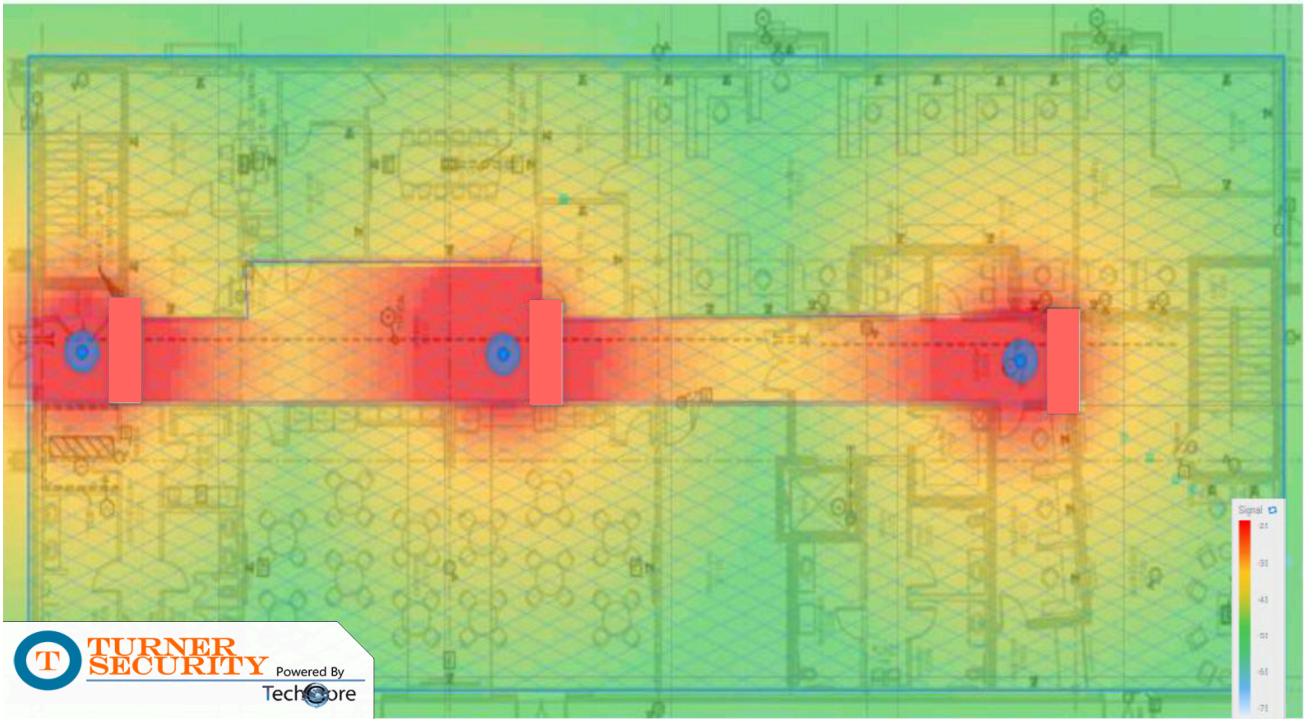
Plan A



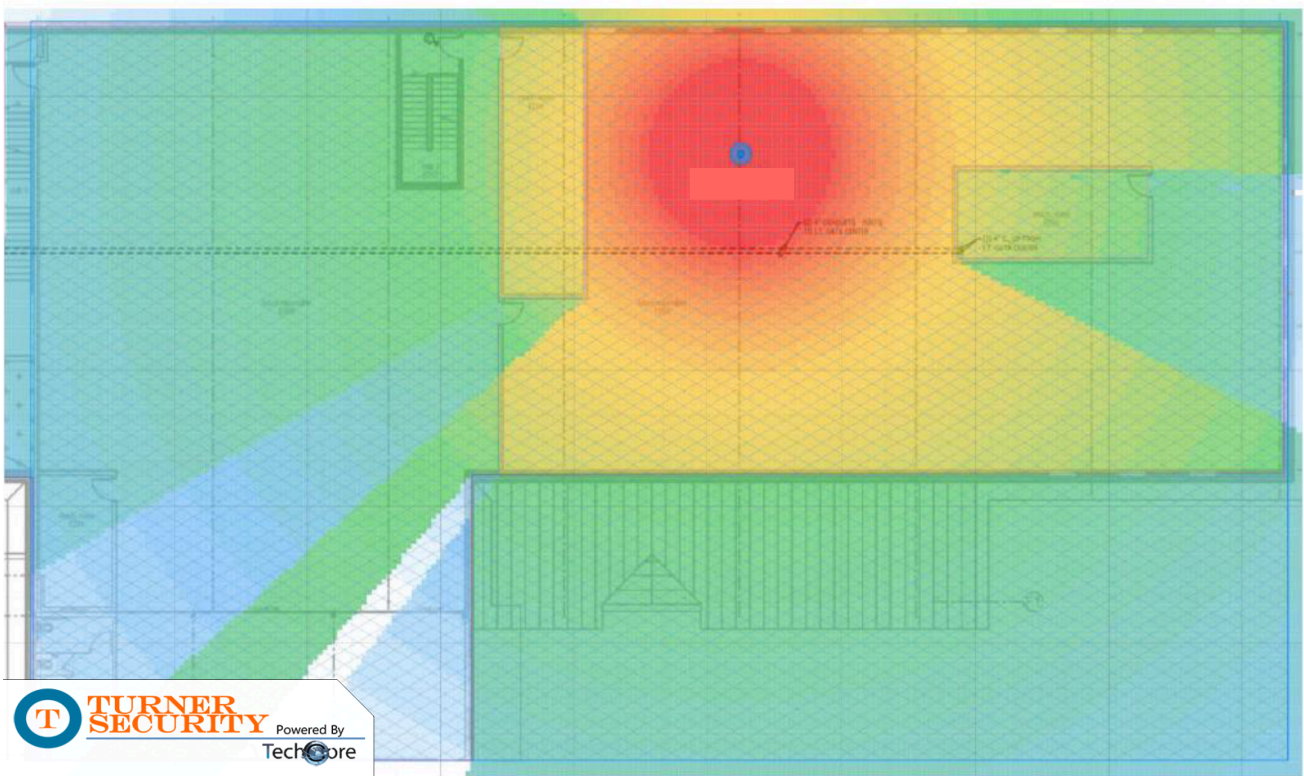
Plan B



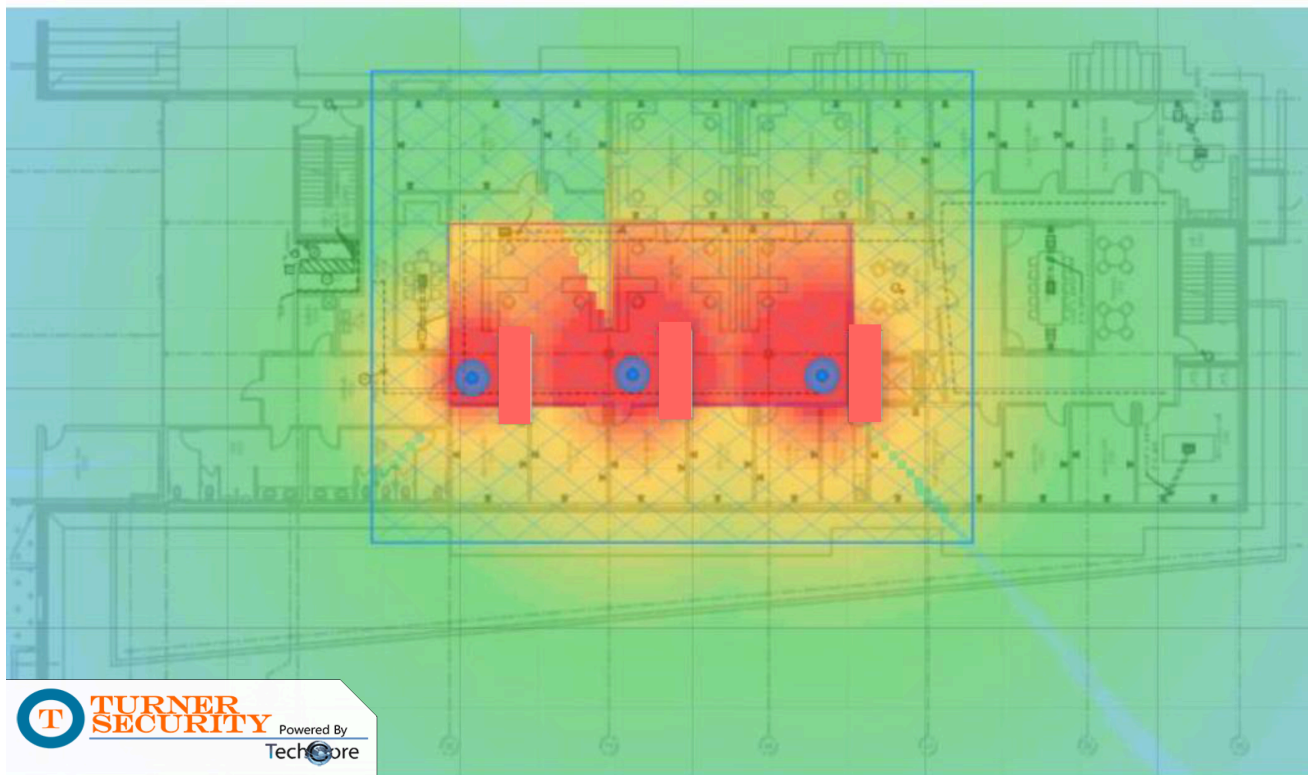
Plan C



Plan E



Plan F



Items		Sell Price	Qty	Total
	Adi Pro 0E-BP48 ADI PRO 0E-BP48 48-Port Flush Mount Blank Patch Panel	\$39.98	x1	\$39.98
	WBox Technologies 0E-BP24 Wbox 24-Port Flush Mount Blank Patch Panel	\$25.58	x3	\$76.74
	WBox Technologies C6KEYWH10 CAT6 KEYSTONE VRT 8P8C WH-10PK	\$38.38	x24	\$921.12
	WBox Technologies FP2WH 2PORT SNG GNG FACEPLATE WH/2PK	\$4.62	x10	\$46.20
	Four Star 20688AY Cat6A Cable-Yellow	\$352.00	x10	\$3,520.00

Items		Sell Price	Qty	Total
	WBox Technologies 50 FT HDMI V1.4 CABLE W/ETH	HDMI50		
		\$73.58	x1	\$73.58
	Labor Installation Labor			
	Tax Exempt			
	Labor Trip Charge			
	Tax Exempt			
	Labor Programming and/or End User Training			
	Tax Exempt			
	Labor Engineering, Design and/or Project Management			
	Tax Exempt			

Guest Network Total : \$16,962.62

Additional Access Doors

Turner Security powered by TechCore will install (2) Additional Doors of Access Control at the North and South Breezeway entrances.

Both sets of double doors will require a Reader, 1200lbs double maglock, Two Door Position Sensors, Request to Exit Motion and Request to Exit Button.

These Doors will wire back to the IT room in Area "C".

Turner will install (1) Additional Door Controller to add these two entries to the system.

This proposal includes all equipment, installation and programming.

Items	Sell Price	Qty	Total
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Items		Sell Price	Qty	Total
	Honeywell NC-MPA4MPSU Honeywell MPA4MPSU 4-Door MPA4 Controller and Metal Enclosure, PSU, Includes 4-MPA2RJ, 4-MPA2S5 and MPA2BAT7 (US)	\$1,907.20	x1	\$1,907.20
	Alarm Controls 1200D 1200LB DOUBLE DOOR MAG LOCK	\$489.94	x2	\$979.88
	Rci Custom RU-910TC Request to Exit Button	\$115.18	x2	\$230.36
	Honeywell 0-000-361-01 Request to Exit Motion	\$131.38	x2	\$262.76
	Von Duprin Inc. BLK VN-67905HM Single Pole, Double Throw for metal Door and Frame.	\$127.25	x4	\$509.00
	Honeywell 21955099 18(4)+22(2+4+6)15 CMR PROFN 5C	\$486.67	x1	\$486.67
	Labor Installation Labor			
	Labor Trip Charge			
	Labor Programming			
	Tax Exempt			
	Labor Engineering, Design and/or Project Management			
	Tax Exempt			

Additional Access Doors Total : \$8,420.87

Loading Dock Camera

Turner Security powered by TechCore will install (1) Camera on the rear corner of the Public Works Building to view the loading dock area as well as the exterior of the Loading Dock Area Rear Entrance.

We will run Cat6A from the Camera Location to the IDF in Area A and connect this Camera into an open port of the POE Switch.

The Camera wiring will run through an Outdoor Surge Protector like each of the other Cameras that are on proposal #10841.

Items	Sell Price	Qty	Total
 Honeywell HC35WB5R3 S35 FIXED BULLET, POE, 5MP	\$271.98	x1	\$271.98
 Honeywell HA60JCBH1 35 and 60 Series MiniDome JBox	\$100.00	x1	\$100.00
 Ditek Corp DTK-MRJPOEX OUTDOOR POE SURGE PROTECTION	\$108.70	x1	\$108.70
 Labor Installation Labor			

Loading Dock Camera Total : \$1,380.68

Financial Summary

Subtotal	\$26,764.17
Proposal Total	\$26,764.17

Payment Schedule

Payment 1	Outstanding Proposal Balance • \$26,764.17	Due Upon Acceptance
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Project Terms

Your satisfaction is important to us, and we plan to exceed your expectations!

All Equipment and labor is warrantied by Turner Security for one year from the installation date.

Some products may include extended warranties by the manufacturer.

Tuner Security can facilitate such repairs or replacements of warrantied products, however, labor associated with work will be an additional charge.

If service is required, we will be happy to provide you with excellent service for your system. Turner Security assumes no responsibility for damages, either direct or consequential, that may result from accidents associated with the design, installation, and operation of the equipment listed herein. Prices contained in this proposal are valid for 30 days from the date of the proposal. Any changes to this proposal will be submitted in writing for approval. By accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing by Turner Security.

1. Charges. In consideration of the Equipment and Services provided hereunder, you promise to pay Turner Security. The equipment charges and Service Charges, any activation or other fees, plus applicable taxes, in accordance with the Payment Terms set forth above. Payment of the Equipment Charges is a precondition to the activation of your Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten days past due, which shall be the lesser of \$5.00 or the highest amount permitted by law. We may impose returned check charges of the greater of \$25.00 or %5 of the amount of the returned check.

2. Additional Charges. Additionally, you agree to pay, or reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to your equipment or our services, other than taxes assessed on our net income. You further agree to pay (a) all telecommunications charges for area code, telephone number or other changes, (b) our then-current charge for reprogramming your equipment to comply with any area code, telephone numbering or other changes, (c) any increases in our cost for facilities used for transmitting alarm signals under the Contract and (d) our charges resulting from services we may add to continue to provide the services to you necessitated by police, fire or other emergency verification requirements. In addition, you shall be responsible for any modifications to your Equipment necessitated by changes in standards and regulations of governmental or regulatory authorities, including but not limited to the Federal Communications Commission ("FCC"), any state Fire Marshall, the National Fire Protection Association, underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your premises which is due to you or your agents, employees, or invitees' failure to follow operation instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of your Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

3. Installation and Sale. a. Installation. The equipment indicated in this document will be installed in the Premises. Installation of Equipment is subject to the

following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) the installation may require drilling into various parts of your Premises; (3) You will provide 110 AC electrical outlets for power equipment in locations designated by the installer, (4) There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within five (5) days after installation is complete, inspect your System and notify us in wiring of any problems. Otherwise, you will be deemed conclusively to have accepted our System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will not pose any danger to installation personnel. In no event shall we be liable for the discovery or removal of Hazardous Materials. Turner Security shall not be responsible for securing the Premises during the period of installation.

b. Direct Sale. You will own the Equipment we install in your Premises (such Equipment is referred to collectively as the "System"), when you completely pay the purchase price described on the front page of this document.

c. Conversion of Existing System. If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your non-functioning existing equipment to provide our services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis. We do not warrant equipment we do not install.

d. Risk of Loss. Turner Security is not liable or responsible for any damage to our Equipment, or any loss of or casualty to the Equipment from any cause beyond our control.

4. Termination of Services; Default. (a) We may, at any time, terminate this Contract and the Services at our option without liability or notice to you if: (1) Our monitoring center, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Center or between our Center and Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of your System; (4) your System generates excessive false alarms due to circumstances beyond our control; (5) you or your personnel fail to follow our recommendations to repair or replace any defective parts of your System not covered under the Limited Warranty, or to follow operating instructions for or tamper with your System; or (6) For any reason in our discretion upon thirty (30) days prior notice to you. If we terminate for any of these reasons states, we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of such termination. (b) In addition, you shall be in breach, and we may at our option terminate this contract, and exercise our remedies for the payment of all sums due if: (1) You fail to pay any Charges or other monies due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue, (3) you breach any warranty contained herein or in any other agreement you have with us, or (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us when same is due, and such failure continues for thirty (30) days after we provide written notice to you ; (5) You deny us reasonable access to the Systems located in any of your Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate on delinquent amounts. You agree to pay all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Contract, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default under this Contract shall also be a default under any other contract or agreement between you and us.

5. Representations and Warranties. You represent and warrant that you (a) requested the Equipment

and Services specified in this Contract for use in a commercial purposes and not for personal, family or household purposes, or for or on behalf of a third party, (b) own the Premises or otherwise have the authority to authorize us to install such equipment in the Premises, and (c) will comply with all laws, codes, and regulations pertaining to your System or our Services. 6. We are Not an Insurer. YOU AGREE THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 9(A) BELOW: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE CHARGERS ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED, AS SUCH (I) YOU AGREE THAT THE LIMITES ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 7, YOU WILL WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING SUBROGATION, THAT YOU, ANY INSURER, OR OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS INCUR. 7. Indemnity; Limitation of Liability. a. Indemnity. We will hold you, your officers, directors, agents and employees harmless from any claim, demand, losses, damages, injuries, (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Turner Security, its agents or employees, during and within the scope of employment of such persons only while present at the Premises; provided, however, that the terms of this paragraph 7(a) shall not apply, and we shall not in any event be liable for Losses arising out of, resulting from or in any way due to attributable to the condition, non-function, malfunction, faulty design, faulty installation, or failure in any respect of the System or Services to operate or perform as intended, (herein, "Failure Events"), regardless of whether such Fail Events arise out of the negligent acts or omissions of Turner Security, its agents of employees. Any liability of Turner Security for Failure events for Losses arising out of Failure Events is strictly limited pursuant to paragraph 7(b). b. Liability for Alarm Failure Events. Neither we nor any person or entity affiliated with us shall be liable for any Losses arising directly or indirectly from an Alarm Failure Event. We do not provide architectural, engineering, or professional design services. If you desire or require such services, you must engage a licensed design professional to perform the design services and then provide us with any and all necessary plans, specifications, or shop drawings necessary for us to complete the installation of your System. We install Equipment according to the local codes and ordinances (where applicable) and according to your particular needs or preferences. We are not liable under any circumstances for the adequacy of the performance or design, or design criteria established by you, your design professional, or local code requirements. If, notwithstanding the provisions of this paragraph 9(b), we or any person or entity affiliated with us, are determined to be responsible for any Losses arising from Alarm Failure Events, your claims against us, shall be limited to the greater

of (i) \$1,000, or (ii) the purchase price you paid for the Equipment, as liquidated damages and not as a penalty. This amount is your sole and exclusive remedy for an Alarm Failure Event, even if caused by Turner Security's negligence or that of our affiliates or our respective employees or agents breach of this Contract, strict liability, failure to comply with any applicable law, or other fault. You agree that were we to have liability greater than that stated above, we would not provide the System or Services.

c. Damages. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES.

8. Hold Harmless. If any third-party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from our Services or your System, you agree to defend and hold us, completely harmless from any such actions, including all damages, expenses, costs and attorney's fees we incur. This indemnification shall apply even if such arise from our negligence, breach of this Contract, strict liability, noncompliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above.

9. Legal Actions. No claim or legal action any party may have arising out of this Contract, your System or our Services (whether based on contract, negligence or otherwise) may be brought more than one year after the date the cause of action for such claim accrued.

10. Customer Duties. You must (a) instruct all persons who use the System on its proper use; (b) notify us immediately if a problem in your System occurs; (c) obtain and keep in effect all permits and licenses that may be required for the installation and operation of your System; (d) pay all usage fees imposed by any governmental authority in connection with your System; (e) provide us a complete Subscriber Sheet so we may call your designated contacts in the event we reasonable believe there is an emergency at your "Premises; (f) provide us any other emergency information we may request, and (g) promptly update us in writing with any changes to your Subscriber Sheet. Your failure to perform under this paragraph is a marital breach of this Contract. You agree that we may provide the information on the Subscriber Sheet to any governmental authority having jurisdiction over us or your System.

11. Services.

a. Monitoring Services. If you have subscribed to Monitoring, we shall program the alarm system to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from your System (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"). And the first person designated on your Subscriber Sheet. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERP's in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful, or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises, or the first available person designated on your Subscriber Sheet. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such services. In addition, we are subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in your System's communication with our Central Station.

12. Limited Warranty. Subject to the limitation and exclusions set forth below, during the first one (1) year after installation, we will at our

cost, repair or, at our option, replace any defective part of the equipment we install, including wiring (but not including disposable items such as batteries, and not including repairs needed to exterior mounted devices), and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only and may not be enforced by any other person. The laws of your state may give you additional rights than those described herein.

a. Limitations on our Warranty and Service Obligations. We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, WE MAY REQUIRE YOU TO PAY ADDITIONAL SERVICE FEES. Our limited warranty shall not apply to disposable items such as batteries, or exterior mounted devices, or if we determine that any of the following conditions caused the need for service (a) damage resulting from storms, natural disasters, accidents, acts of God, lightning strikes, riots, floods, terrorism, or any causes beyond Turner Security's control. (b) your failure to provide ordinary maintenance and wear and tear to your System or its components or you permit anyone other than our authorized representative to perform service on your System; (c) physical alterations to your premises or to your System made at your request or made necessary by damage to your Premises or your System; or (d) any of the reasons described in the paragraph above. Charges for non-covered repairs will be at our current labor and material rates, including minimum visit charge.

b. OTHER THAN THE LIMITED WARRANTY, WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND, WITH RESPECT TO THE SERVICES WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

13. Delays. We shall have no liability for delays in installation of the equipment or for the consequences thereof, however caused, or for interruptions of service or for the consequences thereof due to strikes, riots, floods, acts of God, terrorism or any causes beyond the control of Turner Security. Turner Security will not be required to provide service or substitute services to you while interruption of service due to any such cause shall continue.

14. Assignment. You may not assign this Contract without the prior written consent of Turner Security and any purported assignment of the Contract shall be void. We may assign this agreement or subcontract any or all our obligations under this Contract without your consent and without notice to you. This Contract and particularly paragraphs 6 and 7 shall apply to the work and services our assignees or subcontractors provide, and shall apply to them and protect our assignees and subcontractors in the same manner it applies to and protects us.

15. Severability. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Arbitration of Disputes. In the event any claim or dispute, regardless of its basis, arises between you and us, or between you and the Turner Security Parties, including any claim or dispute relating to this Contract, any of your Premises, any other contract you have or had with us, your System(s), our Services, or the Charges due hereunder or under any other contract (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration or arbitrate any claims as representative or member of a class or in a private attorney general capacity. The Filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision.

17. Entire Contract, Survival. This Contract is the entire agreement between you and us and supersedes all previous contracts between you and us regarding our services. You agree that we are not bound by any representation, promise, condition, inducement, or warranty, express or implied, not included in this contract. The terms and conditions of this contract shall govern over the provisions of any other document, including but not

limited to your purchase orders, with inconsistent terms. The provisions of paragraphs 6, 7, 8, 9, and 14 shall survive the termination of this Contract and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, or any sale by us of your Account.



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

Item #: 7.C. Approve Amendment #2 to Grant Contract #77833-150 with the State of Tennessee Department of Commerce and Insurance for the Recruitment and Retention Grant.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Amendment #2

Summary:

This is an amendment to the original contract that the city had previously signed. The contract has been amended once before. There is no financial cost to the city.

Background Information:

This is a re-occurring grant that gives the Police Department the ability to recruit and retain police officers by funds allocated to officers who are hired and retained for a period of time. The Police Department has been a part of this program since its inception. The grant is designed to increase the number of officers on Tennessee streets.

This amendment extends the term by twelve (12) days. The new end date will be March 19, 2028.

Financial Summary:

There is no financial impact with this amendment.

Staff Recommendation:

Staff recommends approval.



GRANT AMENDMENT

Agency Tracking # 33501-254824	Edison ID 77833-150	Contract # 77833-150	Amendment # 2		
Contractor Legal Entity Name City of La Vergne			Edison Vendor ID 0000001520		
Amendment Purpose & Effect(s) To extend the term of the grant contract an additional twelve (12) days					
Amendment Changes Contract End Date: ☒ YES ☐ NO		End Date: March 19, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF GRANT CONTRACT 77833-150**

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

1. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on December 1, 2023 ("Effective Date") and ending on March 19, 2028, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

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

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

IN WITNESS WHEREOF,

CITY OF LA VERGNE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE



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

Item #: 7.D. Approve Lease Agreement with Rutherford County for the Solid Waste Convenience Center on Sand Hill Road.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Lease Agreement

Summary:

This is an item to approve a lease agreement with Rutherford County for the existing Solid Waste Convenience Center on Sand Hill Road.

Background Information:

This is a lease for the current convenience center located on Sand Hill Road. The original lease at this location started in 2002 and had a term of ten years. In 2011, La Vergne approved a renewal for ten years, but the County didn't approve it and it wasn't signed by the County Mayor.

This lease agreement is for a one-year term. Rutherford County has plans to move the convenience center to a new location.

Financial Summary:

There is no financial impact to the City for this agreement.

Staff Recommendation:

Staff recommends approval.

LEASE

THIS LEASE AGREEMENT made this _____ day of _____, 20____ by and between the City of La Vergne, a Municipal Corporation of the State of Tennessee, hereinafter referred to as the "Lessor", and Rutherford County, a County Government of the State of Tennessee, hereinafter referred to as the "Lessee":

WITNESSETH

THAT, the Lessor hereby leases unto the Lessee the property described as a parcel on Sand Hill Road, City of La Vergne, Tennessee, 37167, described in Exhibit "A" attached hereto and incorporated herein the same as if copied herein verbatim (the, "Property") for the purposes of operating a solid waste convenience center in the City of La Vergne.

THIS LEASE is executed upon the following terms and conditions:

1. The rental period of this lease shall be for one (1) year and shall begin on the ____ day of _____, 20____. The Lessee shall pay as total rent the sum of One and No/100 Dollars (\$1.00) for the rental period.
2. The Lessee shall maintain the Property at its expense in good repair, ordinary wear and tear excepted. The Property shall be kept free and clear of debris. All garbage and refuse shall be removed regularly, but in no event no less frequently than once each week.
3. It shall be Lessee's responsibility to grade, rock, asphalt and construct any fences and utilities to the property that the Lessee determines it needs to operate a solid waste convenience center. Lessee shall maintain the existing fence along the boundary line of the property adjacent to the Parks and Recreation Building to act as a screen.
4. The Lessee hereby covenants with the Lessor that the Property shall be used solely as a solid waste convenience center and that no refuse containers shall be located closer than two hundred twenty-five feet (225') from the centerline of Sand Hill Road. The Lessee will not do or suffer to be done in or upon said Property any act or thing which shall be or become a nuisance or annoyance to the public or to adjoining property (for purposes of this lease, Lessor agrees that the queuing of the general public on adjacent roadways for access to the convenience center does not constitute a nuisance or annoyance to the public) and shall not keep any items of hazardous material or dangerous, flammable or explosive items of the Property. The Lessee shall be liable for all utility charges and for all insurance on the Property including liability insurance, which may be through a plan of self-insurance.

5. The parties understand and agree that Lessee has occupied the Property for many years to operate a solid waste convenience center and has installed compactors, canopies, a mini barn, and other items necessary for operation of said solid waste convenience center, and said items shall continue to be allowed on the Property during the term of this lease. The Lessee will not cause any other installation, alteration, or repair to be made on the Property without the written approval of the Lessor, which approval shall not be unreasonably withheld. All construction approved by the Lessor will be at the expense of the Lessee.

6. This lease may not be assigned, or sublet, without the written consent of the Lessor.

7. Lessee covenants and agrees that it will take good care of the Property, and surrender the Property in as good order and condition as it is at the beginning of this lease, ordinary wear and tear excepted.

8. Lessee takes the Property in an as is condition.

9. Except to the extent caused by any negligent act or omission of Lessor, Lessor shall not be liable for any damage or injury of or to the Lessee, its guests, invitees, agents or employees or to any person, and Lessee hereby agrees to hold Lessor harmless from and for any and all claims or assertions of every kind and nature whatsoever related to Lessee's use of the Property under this lease to the fullest extent allowed by law.

10. If the Lessee fails to perform any covenant, term, condition, or provisions of the lease within thirty (30) days after receipt of written notice by certified United States mail specifying such default, or, if such default cannot reasonably be cured within thirty (30) days, Lessee fails to commence to cure within that thirty day period,, Lessor may, at its option, immediately terminate this lease, and Lessee shall immediately surrender possession of the Property and remove all personal property, fixtures, and equipment from the Property. Lessor shall have all other remedies afforded by law or equity. Lessor's failure to insist on strict performance of any provision of this lease or exercise of any right or remedy shall not constitute a waiver of any breach of this lease by Lessee or a waiver of Lessor's right to exercise any right or remedy.

12. Upon the termination of this lease or natural expiration of the term hereof, Lessee shall surrender the Property in as good a state and condition as they were at the commencement of this lease, reasonable use and wear and tear thereof excepted. Lessee shall have the right, prior to the termination of this lease or natural expiration of this term hereof, or any extension thereof, to remove all personal property, fixtures, and equipment from the Property.

13. All notices required or necessary under this lease shall be given to the parties at their respective addresses below:

Lessor:

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

Lessee:

Rutherford County, Tennessee
c/o County Mayor
One Public Square
Historic Courthouse, Suite 101
Murfreesboro, TN 37130

14. This Lease and all covenants, provisions and conditions contained herein, shall inure to the benefit of, and be binding upon the successors and assigns of the parties,

15. This lease constitutes the entire agreement of the parties and may not be modified except in writing signed by all parties. This lease is made in Tennessee and shall be construed by Tennessee law. Venue for any dispute between the parties shall be in a court of competent jurisdiction located in Rutherford County, Tennessee.

16. Time is of the essence in the performance of all the terms and conditions hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereto affixed their signatures on the day and year first above written.

LESSOR:

CITY OF LA VERGNE, TENNESSEE

ATTEST:

By: _____
MAYOR

CITY RECORDER

LESSEE:

RUTHERFORD COUNTY, TENNESSEE

ATTEST:

By: _____
COUNTY MAYOR

COUNTY CLERK

EXHIBIT A

Property Description

City of LaVergne

To Be Leased To: Rutherford County

For Relocated Convenience Center on Sand Hill Road

Tax Map 14-I, Group C, Part of Parcels 3.00 & 4.00

Part of Deed Book 599, Page 248

Part of Special Warranty Deed From U.S.A. to City of LaVergne

Located in the 2nd Civil District of Rutherford County, Tennessee. Bound on the north by James Jordan (Deed Book 401, Page 463) and Lot 6J, Maurice King Resubdivision (Plat Book 23, Page 129); on the east by Charles L. Koellein (Deed Book 576, page 724 and Deed Book 428, Page 649); on the south by the remaining property of the City of LaVergne; and on the west by the remaining property of the City of LaVergne, Sand Hill Road, James Jordan (Deed Book 401, Page 463), Patricia Ann Darden (Deed Book 401, Page 463) and Debra Espey (Deed Book 401, page 463).

Beginning at an iron pin found in the west line of Koellein, said pin being the SE corner of Lot 6J and the southern most corner of Lot 6I of the Maurice King Resubdivision, and the NE corner of this tract; thence with the west line of Koellein S-03°27'11"-E, 173.89 feet to a point being the SE corner of this tract; thence with the north line of the remaining property of the City of LaVergne N-89°58'17"-W, 313.17 feet to a point; thence continuing with the north line of the remaining property of the City of LaVergne N-44°58'17"-W, 73.54 feet to a point; thence N-89°58'17"-W, 160.28 feet to a point in the centerline of Sand Hill Road being the SW corner of this tract; thence with the centerline of Sand Hill Road N-05°35'00"-W, 40.19 feet to a point; thence with the south line of Jordan S-89°58'17"-E, 237.81 feet to a point; thence with the east line of Jordan, Darden and Espey, respectively, N-02°47'13"-E, 161.48 feet to an iron pin found being the northern most corner of this tract; thence with the south line of Lot 6J, Maurice King Resubdivision S-73°42'20"-E, 284.63 feet to the pin at the beginning; containing 1.66 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, TN 37129





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

Item #: 7.E. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Proposal - PSA with getResQ911

Summary:

This is a request to hire a contract dispatcher to support operations of the emergency communications center. Due to the lack of qualified applicants and the amount of time it takes to interview, run the backgrounds and then train a new dispatcher, we are experiencing staffing shortages and operational inefficiencies that impact our ability to meet customer needs and maintain optimal service levels.

Background Information:

The nation has faced ongoing challenges with hiring qualified 911 dispatchers. In the last thirteen years, there has only been one time that the La Vergne Emergency Communications Center was fully staffed, and it was for a short period of time. There is significant competition in this region for qualified candidates. Emergency services positions, including 911 dispatchers, are often competing against other high-paying, lower-stress roles in the public and private sectors, making it harder to attract talent. The nature of the work exposes dispatchers to traumatic situations, which can lead to high levels of stress and mental health concerns. Recruitment efforts are hindered by the psychological resilience required for the job and the potential long-term impact on mental well-being. The high turnover rate within 911 dispatching roles exacerbates the challenge, as the emotional toll and work-life balance issues often lead to burnout. The job's stress, irregular hours, and demanding nature contribute to a lack of retention, making it harder to fill positions quickly and maintain adequate staffing levels. 911 dispatchers are typically required to meet stringent background check requirements, including criminal history checks and psychological evaluations, which can further narrow the pool of eligible candidates.

Currently, the La Vergne Emergency Communications Center has seven dispatchers. To provide 24/7 double coverage, each dispatcher will need to work 16 hours of mandatory overtime per pay period. This does not account for sick leave or vacation time. This amount of overtime is not healthy for the wellbeing of the dispatcher, nor is it sustainable long term.

Financial Summary:

The total for one contract dispatcher for six months is \$72,000. When the contract is signed, \$22,000 will be due up front, and then it will be a monthly invoice.

Staff Recommendation:

Staff recommends approval.

Utilizing Contract Dispatching as a Temporary Solution

Currently La Vergne Police Department Emergency Communications is experiencing a staffing shortage. Emergency communications is budgeted for twelve full-time communication specialists and currently we have seven.

To maintain a minimum staffing of two communication specialists 24/7, each of the seven will need to work 16 hours of OT per pay period. This overtime number does not consider sick leave or vacation time. This amount of overtime is not healthy for the wellbeing of the communication specialist.

We are actively recruiting and interviewing for open positions. Due to the length of time it takes to interview, background and fully train a communication specialist it will be July of 2025 (best case scenario) before the first one is ready to go on their own.

To ensure we continue to provide the level of service the community relies on, I believe it would be prudent to explore the option of utilizing contract dispatching services as a temporary solution. Contract dispatching services would alleviate the strain on our current staff and assist with maintaining operational continuity.

I have spoken with the founders of getRESQ911, based out of Colorado. They provide highly skilled, professional 911 contract communication specialists to assist during times of low staffing. Summary of the company is included in the packet of information. I have also attached a copy of the service agreement. Legal has reviewed, made changes and approved the final version as to legal form.

I have attached an itemized six-month invoice to get one contract communication specialist. Total for the six months is \$72,000.

Between June 8 and Oct 25 of this year, La Vergne has paid \$62,367.46 in overtime to the currently working communication specialists.

A contract communication specialist will not eliminate all overtime costs but it will go a long ways in reducing the mandatory overtime that current communication specialists are working.

OT pay by pay period since June 8, 2024

June 8 - 21: \$7,780.19

June 22 - July 5: \$8,778.79

July 6 - 19: \$6,571.65

July 20 - Aug 2: \$7,057.58

Aug 3 - 16: \$4,885.49

Aug 17 - 30: \$5,472.74

Aug 31 - Sept 13: \$5,795.19

Sept 14 - 27: \$5,052.51

Sept 28 - Oct 11: \$5,389.36

Oct 12 - 25: \$5,583.96

Total: \$ 62,367.46

To maintain a minimum staffing of 2 communications specialists 24/7:

Seven (7) communication specialists will need to work 8 hrs OT/person each week for a total of 16 hrs/pay period.

8 communication specialists will need to work 2 hrs OT/person each week for a total of 4 hrs/pay period

This does not consider sick leave or vacation time.

At best, it will be July 2025 before I have someone hired and trained to function as a communication specialist.

To hire in a lateral communication specialist at a G3 pay is \$84,256 including all benefits.
(Assumption made that they carry family benefits)

Scope of Work

Agency Name: **La Vergne Police**

Date: October 31, 2024

Agency Address:

Agency Contact/Phone #:

Agency CAD System:

Agency 911 Platform:

Agency Radio System:

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Client Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Client.
- Client agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
 - o Call taking, CAD Screen Images of Data Entry location.
 - o Local call types
 - o CAD codes/commands.
 - o Radio codes
 - o Agencies dispatched listing.
 - o Appropriate SOP / Policy Documentation
 - o Any additional on-boarding materials deemed necessary or encouraged to learn and understand.
- Adjustments to weekly hours and pay will be communicated in writing to the Company once agreed to by Client and Contractor.
- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Client and Company via a monthly schedule update.
- Union approvals, if required.
- Contractor pay including monthly housing will be paid electronically/ACH to the Company on a monthly basis on the first Wednesday of each month.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Client Computer Aided Dispatch (CAD) system as required by the Client.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.

Scope of Work

- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization.
- Contractor agrees to provide two weeks' notice to Client for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Client, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Client during the period of the contract. (check mark the appropriate certifications requested)

- ☐ NCIC Certification
- ☐ EMD, EFD
 - ☐ APCO
 - ☐ Priority Dispatch
 - ☐ Other _____
- ☐ Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911 will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.

PAYMENT SCHEDULE

911 Contractor(s): 1

Name: TBD

Phone #: _____

Start Date at Clients location: _____

Client Address: _____

Point of Contact at Client location: _____

Point of Contact Phone/Email: _____

Scope of Work

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	\$50	960 hrs (160/month x 6 months)	1	\$48,000
2	Contractor Monthly Stipend	\$2,000	6 months	1	\$12,000
3	Client Start Up Fee	\$12,000	(one time fee)		\$12,000
	Total Contract				\$72,000
	Due at Signing				\$22,000
	\$12,000 SUF+ (1 st month pay + \$2,000 housing x 1 contractors)				

Monthly invoice will reflect any optional overtime hours per employee in arrears.

This contract may be extended by Change Order.

Overtime and Holiday will be paid at \$75/hr rate.

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature _____
getResQ911 Name _____
Date _____



Company Brief

getResQ911 is providing highly skilled, professional 911 Contract Telecommunicators to fill critical PSAP vacancies during this unprecedented time of 911 agency understaffing. Fixed contracts of 6, 9 or 12 months will give 911 agencies the critical bandwidth to develop long-term strategies to address understaffing. Strategies we believe will include technology/AI, leadership and mental health training, hiring and retention policy development along with contract telecommunicators to fill family leave, mental health breaks and unexpected health related vacancies.

getResQ911 mission: to help improve 911 PSAP operations by helping agency management address their critical understaffing needs and helping the 911 telecommunicator achieve a better work/life balance. By teaming up to help fill critical vacant seats in the PSAP, we want to help improve the PSAP culture by helping address the challenges created from understaffing: excessive mandatory overtime, employee attrition and mental health.

Outlined below are significant differences between getResQ911 and other 911 other contractor companies. These make a significant difference in the dispatch center and in the overall assimilation and productivity in the Center.

- **Real-world experience in the Dispatch Center:** getResQ911 management/founders have spent a combined 50 years in the 911 Dispatch Center both as Telecommunicator, Supervisor and Director and selling leading edge technologies into 911 Centers around the world. We better understand the needs of both Agency Management and Telecommunicators as well as the dynamics of resourcing highly emotional and mission critical environments.
- **Consistency and Stability with the same resources:** The getResQ911 model will create more consistency and stability in the 911 center by having resources committed to and in the seats for the duration of the contract. 'Other' companies/models replace and move resources as they need to support other new business. This affects the mental health and anxiety of Management and the Telecommunicator, creates disruption in your 911 center and creates additional training and on-boarding requirements.
- **Flat rate pricing for easier budgeting:** getResQ911 provides a contracted rate that remains the same throughout the length of the contract (excluding optional overtime) allowing Dispatch Management to budget exact costs over the length of the contract. Other companies charge agencies varying amounts based on weekly costs which can include travel of resources in and out of the center on a frequent basis. The getResQ911 hourly rate and fixed monthly Stipend includes all costs associated, outside of the optional overtime negotiated by center management and the Telecommunicator.
- **Highly experienced, healthy resources:** getResQ911 is focused on providing proven, experienced Telecommunicators with more than 4 years of experience. This provides faster training and uptime to the 911 center as well as highly experienced and mature Telecommunicators adding value to your center's operations. Other companies have provided Telecommunicators with less experience in order to fill a contract.



Founder

Diane (Culverhouse) Carroll-Company Founder spent 22 years in dispatch and has sat in every seat in the center. She has experienced the challenges firsthand and understands the needs of both the dispatcher and management side. Diane's goal was to form a company that can help bridge the gap for dispatchers to get the family and down time they need while giving leadership the confidence that they will meet the mission of their agency and expectations of their citizens.

PROFESSIONAL SERVICES AGREEMENT GENERAL CONDITIONS

This Professional Services Agreement ("Agreement") is entered into as of the date executed ("Effective Date"), by and between **GetResQ911**, a Colorado Limited Liability Company ("Company") with an address of 12268 Eastern Pine Lane, Parker, Colorado 80138, and the undersigned Client, City of La Vergne, ("Client") a municipal corporation of the State of Tennessee as identified further under the included Scope of Work.

WHEREAS, Client desires to obtain professional staffing services from Company, to supply subcontractors to Client's 911 dispatch and call centers on the terms identified further in the Scope of Work;

WHEREAS, Company desires to provide professional Services to Client on the terms herein;

FOR AND IN CONSIDERATION OF the mutual premises herein, Company and Client agree as follows:

- 1. Term.** Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall begin on the date of signature by Client and shall continue until Company's completion of the Services as outlined in the attached Scope of Work.
- 2. Services.** Client engages Company on a non-exclusive basis to provide professional staffing services for its dispatch and call centers. Client acknowledges that Company shall be solely responsible for identifying and recruiting temporary staff members, which shall serve as subcontractors to this master Agreement. Client shall not reach any agreements for professional services with the subcontracted staff members, unless the contractual relationship with Company has terminated as provided in this Agreement. Client acknowledges that all compensation due to any subcontractor shall be payable through Company, which shall thereafter be responsible for payment to the subcontractor.
- 3. Limitation of Services; Substitute Staffing.** Company shall not be responsible for any of the following, unless otherwise denoted on the attached Scope of Work:
 - (i) Day-to-day scheduling or other administration of Client's facilities, including staff schedules;
 - (ii) Criminal or other background testing for any subcontractor, as may be required by Client or its security personnel, beyond any voluntary background check that Company may produce and provide to Client;
 - (iii) Drug or alcohol testing;
 - (iv) Distribution of Client rules, regulations, site training or conduct materials, or any other staffing document specific to Client's worksite; or
 - (v) Disciplinary action for any subcontractor as a result of the above-referenced rules and requirements.

Additionally, Company shall be solely responsible for arranging any substitute staffing, if a subcontractor is unable to fulfill its duties under this Agreement due to accident, illness, or any

other circumstances; provided, however, that Client shall not be responsible for payment of any shifts that a subcontractor is unable to fulfill.

- 4. Discharge of Subcontractor.** Client shall have the right to discharge any subcontractor in the event that subcontractor's performance is below acceptable standards. Prior to discharge, Client will provide a reasonable amount of coaching and counseling. Company shall be notified of any needed coaching and counseling. If that does not adequately bring a subcontractor's performance or conduct based deficiencies up to an acceptable standard, the Client will provide Company 7-days' notice of termination. Client may limit or discontinue use of the subcontractor during the 7-day notice period. No 7-day notice is required where life safety issues are identified and clearly articulated, and Client agrees to notify Company as soon as reasonably possible in that circumstance.
- 5. Deposit.** The parties may agree to an advance deposit of fees and expenses payable to Company, prior to the commencement of any Services contemplated herein. Client shall pay any agreed, advance deposit at the time and in the manner specified by Company. Company shall hold any deposit and leverage the funds towards payment of the contractual compensation due for services rendered by any subcontractors.
- 6. Costs and Terms of Payment.** Client, upon authorizing the commencement of Services by Company, hereby consents to the estimate of professional fees and expenses contained in the Scope of Work. Client shall compensate Company at the times and upon the terms established in the Scope of Work. For any additional Services rendered by Company, including its subcontractors, in excess of the Scope of Work, Company shall be entitled to additional compensation and shall issue invoices for the Services rendered, at the rates and for the amounts contained in the agreed Scope of Work. All invoices shall be due upon signing of transmittal, unless otherwise annotated on the invoice instrument. Client's failure to pay any required fees or expenses for Services shall be grounds for Company to take reasonable and necessary steps to collect any amounts due, to the fullest extent permitted by law, including payment of any court costs, collection fees, and attorney fees incurred therewith. For any amount that is not paid within thirty (30) days of Invoice or other written notice, the balance owed by Client shall accumulate interest at the rate of eighteen percent (18%) per annum. Client acknowledges that a \$100.00 fee shall be issued for any checks returned due to insufficient funds.
- 7. Change Orders; Overtime.** The timeframe between the effective date of this Agreement and the completion of the Services identified in the Scope of Work shall be known as the "Contract Term." The Contract Term shall be adjusted by the amount of subcontractor time or compensation, should there be changes affecting a subcontractor's performance including: (i) sickness, injury, or other circumstance preventing the subcontractor from performing Services; (ii) requirement for additional staffing hours by Client; (iii) requirement for overtime hours by any subcontractor; or (iv) change to the scope of staffing Services to be rendered by a subcontractor or Company. The Parties shall address the necessity and terms of modified Services via Change Order, which shall be reduced to writing between the parties. The parties shall discuss the terms of any Change Order to the Scope of Work and neither party shall unreasonably withhold signature thereupon.

Client acknowledges that all staffing hours, for purposes of compensation, shall be predetermined with Company and itemized in a Scope of Work. Client shall notify Company in writing if subcontractor accepts overtime hours in order to initiate a Change Order to current contract.

- 8. Personnel.** Company shall be solely responsible for identifying, recruiting, and overseeing placement of any subcontractors for the professional Services under this Agreement. Company shall take all necessary and reasonable steps to locate replacement personnel for Client if a subcontractor becomes unable to fulfill its obligations for any reason, but Client's only recourse against Company for the same is that Client is not responsible for payment of compensation for any time that a subcontractor could not fulfill its duties.
- 9. Client Representations & Covenants.** Client shall ensure that all necessary documentation, including site rules, regulations, handbooks, and training materials, are provided to any subcontractor supplied by Company in accordance with this Agreement. Client is solely responsible to ensure that any subcontractor is informed, and updated as applicable, regarding rules governing the performance of Services. Client is solely responsible for any disciplinary actions involving a breach of rules, but must immediately notify Company in writing of the circumstances of such breach, including applicable punishment or recommended course of action (including permanent removal from the dispatch or call center).
- 10. Reporting & Site Evaluations.** Client shall provide periodic reports to Company regarding any subcontractors providing Services under this Agreement, including the dates and hours of work for each subcontractor, any call-outs or sick days, any overtime hours and applicable compensation (following authorization by Company), and any other information the parties deem necessary for the oversight and compensation of Services. As agreed, Company shall be entitled to perform on-site evaluations to meet with Company representatives and evaluate the performance of any subcontractors.
- 11. Accuracy of Information.** Client shall provide to Company in a timely manner any information Company indicates is needed to perform the Services. Company shall be entitled to rely solely on the accuracy and completeness of all information furnished by Client and its representatives regarding the Services. Any claims or damages resulting from inaccurate information shall be the sole responsibility of the Client.
- 12. Authorized Representative.** Client shall designate a single Authorized Representative to act as agent throughout the Term. All information, requests, and other matters related to the agreed Services shall be communicated via the Authorized Representative. Client shall immediately communicate any changes to the Authorized Agent to Company.
- 13. Performance by Contractors, Subcontractors and Suppliers.** Company shall not be required to make exhaustive, extensive, or continuous on-site or off-site inspections of the work except to the extent that such inspections are expressly specified in the description of the scope of the Services to be undertaken by Company. No acceptance or approval by Company of the work of contractors, subcontractors, or suppliers, whether express or implied, shall relieve contractors, subcontractors or suppliers. Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in

substitution for any other rights and remedies available at law, in equity, or otherwise of their obligations for the proper performance of their work.

14. Court Appearances. Whereas, the Subcontractor may be required to appear in court, during or after the contract period, in connection with services provided under a getResQ911 contract, the parties agree as follows:

- **Accountability for costs.** The Client agrees to be fully responsible for all reasonable costs and expenses incurred by the subcontractor associated with the subcontractors requirement to appear in court, including but not limited to legal fees, travel expenses, accommodation, and compensation for time spent.
- **Reimbursement terms.** The Client agrees to reimburse the subcontractor within 30 days within the date of submission of the documentation and receipts for incurred costs.

15. Insurance. Company shall procure and maintain at its cost the following minimum insurance coverages: Commercial General Liability insurance, occurrence-based, shall have minimum limits of (a) \$1,000,000 each occurrence and (b) \$1,000,000 aggregate. Company shall provide Client with a certificate or endorsement that demonstrates compliance with the above insurance requirements. To the extent any loss or damage is covered by the other party's insurance and amounts are actually paid, Client and Company hereby waive all rights against the other and all additional insureds and their respective officers, managers, members, employees, agents, subcontractors, suppliers and their respective successors and assigns, for such loss and damage, except such rights that Client or Company may have to the proceeds of such insurance held by said parties as fiduciaries.

16. Limitation of Liability. Regardless of the presence or absence of insurance coverage, Company shall not be liable for loss or damage occasioned by delays, or for loss of earnings, loss of use, loss of production, or incidental or consequential damages suffered by Client or others, however caused. To the fullest extent permitted by law, Client expressly agrees to limit any and all claims against Company, including but not limited to claims alleging negligence or breach of contract for all losses of any kind, including economic loss or indemnity claims based on third party claims, to an amount not to exceed the total fee paid under this Agreement. The recourse of Client or its successors or assigns against Company with respect to the alleged breach by or on the part of Company shall extend only to Company, and no personal liability or personal responsibility of any sort with respect to any alleged breach thereof is assumed by, or shall at any time enforceable against Company's directors, officers, managers, members, employees, agents, beneficiaries, trustees or representatives.

17. Indemnification. To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Company and its officers, directors, employees and subcontractors from and against all losses, damages, expenses, actions, proceedings, demands, costs and claims, including but not limited to reasonable legal fees and expenses suffered by Company or any third party, where such loss, damage, or claim is the result of a wrongful action, negligence, or willful misconduct by the Client or its employees or agents. Company shall indemnify, defend and hold harmless the Client and any of its officers, directors, agents and employees from and against all losses, damages, expenses, actions, proceedings, demands, costs and claims, including but not limited to reasonable legal fees and expenses suffered by the Client or any third party, where such loss, damage, or claim

is the result of a wrongful action, negligence or willful misconduct by Company or its employees or agents.

18. Termination / Expiration. Client and Company each have the right, at any time, to terminate this Agreement by giving at least thirty (30) days' written notice to the other party, such notice to be communicated via email to Company's representative. Unless an advance, nonrefundable deposit is paid, no cause shall be required. If an advance, nonrefundable deposit is paid to Company, termination by either party must be for cause, including: (i) the death of the Client or dissolution of Company; (ii) upon Client's material breach of this Agreement, including the failure to pay any amount due and owing; (iii) upon the mutual, written agreement of Client and Company; and/or (iv) upon Client's abandonment of Services for a period of thirty or more days.

Irrespective of the notice requirements identified above, Company may terminate this Agreement immediately and without prior notice to Client if Client makes any request that violates state or federal laws / regulations governing the Services contemplated herein.

If Company's service is terminated for any reason other than a material breach of the terms and conditions of this Agreement, Client shall be responsible for payment of all Services performed by Company through the date of termination, all reasonable demobilization costs, and all expenses incurred or obligated at the date of termination. Expiration of this Agreement does not nullify Client's obligation to pay for all Services and expenses incurred through the date thereof.

19. Third-Party Beneficiaries. Nothing in this Agreement shall be interpreted or construed as giving any rights or benefits to anyone other than Company and Client, unless such third party has been expressly designated as a third-party beneficiary in this Agreement.

20. Independent Contractor. In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

21. Notices. Any notice or other communication given pursuant to this Agreement shall be in writing to the individual (or its/his/her successor) who executed this Agreement and shall be effective when delivered by electronic mail, with confirmation of delivery. Either party may designate a different email address by notice to the other given in accordance herewith.

22. Non Assignment. This Agreement may not be assigned by any party in whole or in part, even by operation of law, in a merger or stock or asset sale, without the express written permission of the other parties.

23. Survival of Terms. Regardless of the circumstances of termination or expiration of this Agreement, the obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of this Agreement.

24. Equitable Remedies. Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the

other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

25. Dispute Resolution. Any controversy between Company and Client arising under or relating to this Agreement shall be determined by non-binding mediation to be conducted by a Rule 31 mediator mutually acceptable to the Parties, under and in accordance with the laws of the state of Tennessee. Except as provided herein, each Party will be responsible for its own legal fees and expenses, and will share equally the expenses of the arbiter(s) and other related costs of arbitration. If any claim is made by a party under this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees at trial and on appeal.

26. Governing Law and Severability. This Agreement shall be governed by Tennessee law. If any term, condition or provision of this Agreement or the application thereof to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected and shall remain fully enforceable and valid.

27. Remedies Cumulative. Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise. No waiver by a party of any default by the other will operate as, or be construed as, a waiver of any future default, whether like or different in character.

28. Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Any amendment must be reduced to writing and expressly agreed to as between the parties.

NON-DISCLOSURE AGREEMENT

29. Non-Disclosure Agreement. Without limiting the applicability of any other agreement to which either party is subject, neither may, directly or indirectly disclose or use any Confidential Information at any time during or after the Term of this Agreement. This restriction includes the use of Confidential Information for personal, commercial, or proprietary advantage or profit. Each party shall take all appropriate steps to safeguard any received information and to protect it against disclosure, misuse, espionage, loss, and theft. Upon a disclosing party's request, the receiving party will promptly return or destroy all copies of the Confidential Information.

30. Confidential Information Defined. For purposes of this Agreement, *Confidential Information* means trade secrets, proprietary information, and other information belonging to a party or any subsidiary or affiliate of such party that are not generally known to the public, including information about business plans, financial statements, and other information provided under this Agreement, operating practices and methods, expansion plans, strategic

plans, marketing plans, contracts, customer lists, or other business documents that the disclosing party or any subsidiary or affiliate treats as confidential, in any format whatsoever including oral, written, and electronic. The parties stipulate that Confidential Information derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and is the subject of secrecy efforts that are reasonable to uphold under the circumstances. All Confidential Information is and will remain Company's sole property. Any breach of a receiving party's duties with regard to the Confidential Information is a material breach of this Agreement.

- 31. Certain Information Not Considered Confidential.** The restrictions of this Agreement do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party in violation of this Agreement; (ii) is or becomes available to the receiving party on a nonconfidential basis before its disclosure in compliance with this Agreement; or (iii) is or has been independently developed by a party without using Confidential Information. The Parties acknowledge that this 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 are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential.
- 32. Permitted Disclosures.** Nothing in this Agreement prevents a receiving party from disclosing Confidential Information: (i) upon the order of any court or administrative agency, upon the request or demand of any regulatory agency or authority having jurisdiction over either party, or to the extent compelled by legal process or required or requested under subpoena, interrogatories, other discovery requests or the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq.; (ii) as necessary in connection with exercising any remedy under this Agreement; or (iii) in connection with the party's relationship herein, to a party's legal counsel and accountants who need to know the Confidential Information and agree to be bound by the provisions of this Agreement as if a party.
- 33. Safeguarding Confidential Information.** Each party shall take all appropriate steps to safeguard any Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. Neither party may use, reproduce, or store Confidential Information on a computer or electronic device that may be accessible to persons to whom disclosure is prohibited under this Agreement.
- 34. Required Disclosures.** If a party is required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar process from a governmental authority, agency, or tribunal) to disclose any Confidential Information, it shall promptly notify the other party of the request so that such party may seek a protective order or other appropriate remedy.

BY AFFIXING ITS SIGNATURE HERETO, THE CLIENT ACKNOWLEDGES AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE FOREGOING AGREEMENT.

Client Signature

Date

getResQ911 Signature

Date



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

Item #: 7.F. Approve Revisions to the Parks & Recreation Pavilion Rental Policy.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Pavilion Reservation Policy and Procedures - Proposed

Summary:

This item will approve updates and revisions to the current pavilion rental policy.

Background Information:

The guidelines for pavilion rentals have been updated. Previously, pavilion rentals and building rental guidelines were combined in the same form. This separates the pavilions from the building rental and better defines the guidelines pertaining to the pavilion rentals.

Financial Summary:

Half-day pavilion rentals are \$25.00 and full-day rentals are \$50.00. Half-day rentals are from 8 am-2 pm or 4 pm-10pm. A full-day rental is from 8 am - 10 pm. Pavilions do not require a deposit.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks & Recreation Pavilion Rental Information

The LaVergne Parks and Recreation Department has established the following policies and procedures to ensure the safe and efficient use and the equitable availability of facilities managed by the Department.

Our primary concern is to see that our facilities are maintained for, used by, and kept available for use by La Vergne residents.

The City reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the individual facilities, the facilities of the park, and the users and patrons of the facilities and the park.

1. **Guidelines:** All rentals held on City of La Vergne property must follow these guidelines:
 - a. The activity or use should not unreasonably disrupt or diminish the overall enjoyment of the park by the general public.
 - b. The activity or use will not unreasonably disrupt or diminish the support of public health, welfare, safety, and recreation.
 - c. The activity or use will be free from crime, violence, or disorderly conduct.
 - d. The activity or use will not result in excessive costs or require extensive police involvement from the City.
2. **Reservations:** Pavilion reservations will only be confirmed upon submission of the following:
 - a. Signed Facility Use Agreement.
 - b. Payment of rental fees, due within 7 days of making the reservation, if time allows. Fees are outlined in the rental agreement completed at time of request.
 - c. **Non-profits receive 50% discount. Must show proof of non-profit status.**
 - d. Groups larger than 50 can incur an additional expense.

If these obligations are not met, the City reserves the right to cancel the agreement and release the date. Payments can be made by debit/credit card, cash, check, or money order (payable to La Vergne Parks and Recreation).

3. **Alcohol and Illegal Substances in City Buildings or on City Property:** There are absolutely **NO** alcoholic beverages allowed on City property at any time. If there are any drugs, alcohol, or illegal substances found on anyone during the rental of a facility, the police will be notified.
4. **Cancellation Policy:** Renter can cancel their reservation up to 48 hours before the event to receive a full refund. In the event of inclement weather, it is the renter's responsibility to cancel. If weather conditions prohibit use of the pavilion, you must notify the Parks and Recreation Office by phone no later than 4:30 PM on the first business day. The La Vergne Parks & Recreation department has the right to cancel any and all events due to weather or other unforeseen circumstances.
5. **Solicitation:** No one outside of the direct participants/guests of the renter shall be approached or solicited for any goods, services, or affiliation. No sales or exchange of money is permitted. Posting of advertisements of any product or service for sale is not permitted.
6. **Clean-up:** The facilities must be maintained and restored to the same condition as when entered. Please leave the park clean - sweep pavilion area, wipe off tables, and dispose of trash properly. Please return tables to their appropriate place under the pavilion.
7. **First-Come / First Served:** If a pavilion is reserved or closed by the department, other users are prohibited. If there is no reservation card posted, the pavilion may be used on a first-come, first-served basis. If the city has closed the pavilion, it shall not be used by anyone without the permission of the department.

8. **Pavilion Rental Area:** Rentals only include the pavilion area and adjacent grills, not the playgrounds or any other area around the pavilion. Structures, stands, or platforms outside of the pavilion are not permitted. The general public is always welcome within the park.
9. **Inflatable Structure:** Inflatables and water slides are NOT allowed at the pavilions or on City property at any time unless it is part of a City event.
10. **Limited Use Of Loudspeakers:** Limit the use of loudspeakers so that it doesn't disrupt other people in the park or nearby residents. Sound is not to be audible beyond a twenty foot perimeter of the pavilion.
11. **General:**
 - a. The renter, as indicated on the agreement, agrees to be present for the duration of the event and responsible for the guests attending the event.
 - b. Reservation signs will be posted in the pavilion(s). However, please take a copy of your "Facility Use Agreement" with you for verification on the day of your reservation.
 - c. The renter, as indicated on the agreement, must be 21 years of age.
 - d. The renter, as indicated on the agreement, is responsible for the pavilion.
 - e. Money cannot be collected by the renter or anyone for entrance into the pavilion during the rental.
 - f. No exchange of money, tickets, or any form of financial gain is permitted.
 - g. City staff will not distribute or promote information on rentals and uses held in City pavilions. Therefore, please ensure flyers, invitations, and other promotional materials list renter's contact phone number and information.
 - h. Parking is restricted to designated areas only. Overnight parking is prohibited. Parking large trucks such as moving trucks and semi-trailer trucks on City property is prohibited. Vehicles are not to be parked on the grass or sidewalk. Damage done to the City property or facilities as a result of a vehicle will be invoiced to the renter.
 - i. The City reserves the right to restrict or limit access to the pavilion during the course of the rental.
 - j. NO food trucks or vendors are allowed on City property unless it is part of a City event.
12. **Live Animals:** Pets are allowed in the park as long as they are on a leash not exceeding 6 feet. Pets are NOT allowed in the playground area at any time. Renter is responsible for the removal and proper disposal of any animal waste.
13. **Damages:** The renter agrees to reimburse the City for all costs incurred by it in repairing damages including, but not limited to, the facility, furnishings, fixtures, grounds, and/or additional cleaning required outside of the normal scope for said facility, which occurred in connection with the permitted activity and caused by the renter and/or attendees. Reimbursement for such expenses will be invoiced to the renter. In addition, the renter may be denied future reservation requests.
14. **Indemnification:** The renter shall indemnify and hold the City of La Vergne and its employees harmless for any costs, damages or liability resulting from any activities of the renter.
15. **Meetings:** No meetings, ceremonies, speeches, signs, or advertisements are allowed at the facility or on City property at any time, unless approved by the Parks & Recreation Department.



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

Item #: 7.G. Approve Revisions to the Parks & Recreation Building Rental Policy.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Multipurpose Building Reservation Policy and Procedures - Proposed

Summary:

This item will approve updates and revisions to the current building rental policy.

Background Information:

The guidelines for building rentals have been updated. Previously, building rentals and pavilion rentals were combined in the same form. This separates the building rentals from the pavilion rentals and better defines the guidelines pertaining to rental of a building.

Financial Summary:

Full-day rental is \$300.00 with a refundable deposit of \$300.00. Available rental hours are 12 pm - 10 pm.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks & Recreation Building Rental Information

The LaVergne Parks and Recreation Department has established the following policies and procedures to ensure the safe and efficient use and the equitable availability of facilities managed by the Department.

Our primary concern is to see that our facilities are maintained for, used by, and kept available for use by La Vergne residents.

The City reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the individual facilities, the facilities of the park, and the users and patrons of the facilities and the park.

1. **Guidelines:** All rentals held on City of La Vergne property must follow these guidelines:
 - a. The activity or use will not unreasonably disrupt or diminish the support of public health, welfare, safety, and recreation.
 - b. The activity or use will be free from crime, violence, or disorderly conduct.
 - c. The activity or use will not result in excessive costs or require extensive police involvement from the City.
2. **Reservations:** Building reservations will only be confirmed upon submission of the following:
 - a. Signed Facility Use Agreement.
 - b. Payment of rental fees, due within 7 days of making the reservation, if time allows. Fees are outlined in the rental agreement completed at time of request.
 - c. Non-profits receive 50% discount. Must show proof of non-profit status.

If these obligations are not met, the City reserves the right to cancel the agreement and release the date. Payments can be made by debit/credit card, cash, check, or money order (payable to La Vergne Parks and Recreation).

3. **Deposit Requirements:**

A \$300 (CASH) refundable deposit is required to receive the key for the community buildings for all events.

 - a. Pick up building key and pay your \$300 CASH deposit on the day of your event at the Parks office, 294 Sand Hill Road, Monday – Friday between 8:00 a.m. – 4:00 p.m. Weekend rentals need to pick the key up the business day before your event.
 - b. Return building key to Parks office by 4:00 p.m. the next business day. Failure to return key will result in forfeiture of the deposit.
 - c. The deposit is fully refundable after the event if the following criteria are met:
 - i. There is no damage to the facility.
 - ii. There is no additional City staff time required to clean or repair the facility as a result of the event.
 - iii. The cleaning of the facility is completed per the checklist.
 - iv. The hours of use do not exceed those paid for and agreed upon in the rental agreement.
 - v. Police or City staff intervention was not required as a result of the event.
 - vi. All policies (See Item 9, General) listed are met.
4. **Alcohol and Illegal Substances in City Buildings or on City Property:** There are absolutely **NO** alcoholic beverages allowed on City property at any time. If there are any drugs, alcohol, or illegal substances found on anyone during the rental of a facility, the police will be notified and your **deposit will be forfeited.**

5. **Cancellation Policy:** Renter can cancel their reservation up to 48 hours before the event to receive a full refund. In the event of inclement weather, it is the renter's responsibility to cancel. If weather conditions prohibit use of the building, you must notify the Parks and Recreation Office by phone no later than 4:30 p.m. on the first business day. The La Vergne Parks & Recreation department has the right to cancel any and all events due to weather or other unforeseen circumstances.
6. **Solicitation:** No one outside of the direct participants/guests of the renter shall be approached or solicited for any goods, services, or affiliation. No sales or exchange of money is permitted. Posting of advertisements of any product or service for sale is not permitted.
7. **Clean-up:** The facilities must be maintained and restored to the same condition as when entered. Refrigerator and stove appliances must be cleaned after use. The kitchen is solely a warming kitchen and cannot be used for a major meal preparation. All countertops must be cleaned. Tables and chairs must be returned to their designated area. The floors must be swept, vacuumed, and/or mopped. All trash must be placed in the proper trash receptacles. See cleaning check list.
8. **Teen Parties:**
 - a. Teen party rentals are limited to a **maximum of 50 teenagers**.
 - b. Two (2) adult chaperones (age 21 or older) are required for every 25 teenagers.
 - c. Enough lighting for safety purposes shall remain on for the duration of the party.
 - d. The City reserves the right to verify age and identity of adult chaperones by means of photo identification.
9. **General:**
 - a. The renter, as indicated on the agreement, agrees to be present for the duration of the event and responsible for the guests attending the event.
 - b. The renter, as indicated on the agreement, must be 21 years of age.
 - c. The renter, as indicated on the agreement, is responsible for the building.
 - d. All preparation and cleanup must be completed during the rental hours outlined in the rental agreement at time of reservation. Any facility use outside of the normal rental hours will be noted and may result in denial of future rental requests.
 - e. Money cannot be collected by the renter or anyone for entrance into the building during the rental.
 - f. No parking fee may be charged.
 - g. No exchange of money, tickets, or any form of financial gain is permitted on City property.
 - h. No alcohol or drugs are allowed on City property at any time.
 - i. The kitchen is to be used for the warming of food and minor preparation only. Any food/beverage items left on site will be disposed of immediately following the rental period as indicated on the agreement. Fees may be withheld from the deposit if City staff time is required to dispose of any leftover food or trash.
 - j. Building rental does not include the use of the Bicentennial Pavilion. The pavilion is available on a first-come / first served basis unless rented and may be used if there are no pavilion rentals during the time of the reservation. If the city has closed the pavilion, it shall not be used by anyone without the permission of the department.
 - k. Party is only to use the main entrance of building during rental unless otherwise approved.
 - l. It is renter's responsibility to ensure all 4 exterior doors are locked at end of the rental.
 - m. The Multipurpose Building has a maximum capacity of 200 people.
10. **Decorations:** Tacks, nails, screws, duct tape, scotch tape and masking tape are not permitted on walls or acoustic panels. 3M Self-Stick Hooks or poster putty are the only approved means of attaching items to the wall. No decorations are allowed which would damage or discolor the facility or grounds. Any special decorations, activities, or amenities must have prior written approval from the Parks and Recreation Department. Open flames are not allowed inside any community building. All decorations must be fire resistant. Fees may be withheld from the deposit if City staff time is required to remove or dispose of any remaining decorations.

11. **Structures:** Inflatable structures, tents, dunking booths, and climbing walls are not allowed inside City community buildings.
12. **Facility Restrictions:**
- a. City staff will not distribute or promote information on rentals and uses held in City community buildings. Therefore, please ensure flyers, invitations, and other promotional materials list renter's contact phone number and information.
 - b. Smoking is not permitted inside City buildings. Guests may smoke outside where proper disposal containers are provided. It is the renter's responsibility to clean up any cigarette butts not disposed of properly in the disposal containers.
 - c. Parking is restricted to designated areas only. Overnight parking is prohibited. Vehicles are not to be parked on the grass or sidewalk. Damage done to the City property or building as a result of a vehicle will be charged against the refundable deposit and additional charges will be invoiced to the renter.
 - d. The City reserves the right to restrict or limit access to the building during the course of the rental.
 - e. NO food trucks or vendors allowed on City property unless it is part of a City event.
 - f. Confetti and glitter are strictly prohibited.
13. **Live Animals:** Live animals are not allowed inside City buildings with the exception of Service Animals and Police Canines.
14. **Damages:** The renter agrees to reimburse the City for all costs incurred by it in repairing damages including, but not limited to, the facility, furnishings, fixtures, grounds, and/or additional cleaning required outside of the normal scope for said facility, which occurred in connection with the permitted activity and caused by the renter, sponsoring organizations and/or attendees. Reimbursement for such expenses that are in excess of the refundable deposit will be invoiced to the renter.
15. **Indemnification:** The renter shall indemnify and hold the City of La Vergne and its employees harmless for any costs, damages or liability resulting from any activities of the renter.
16. **Meetings:** No meetings, ceremonies, speeches, signs, or advertisements are allowed at the facility or on City property at any time, unless approved by the Parks & Recreation Department.

CLEANING CHECKLIST

The renter is expected to provide their own cleaning supplies to clean the facility. The City will furnish paper towels, bathroom tissue, plastic garbage bags, broom, mop, vacuum, and bucket. The following list is provided to assist you with meeting the facility cleaning requirements.

- Decorations removed from walls and ceilings and properly disposed of at the completion of the function.
- Tables and chairs wiped off, stacked neatly, and returned to storage area.
- Floors swept and mopped, if needed.
- Carpets vacuumed.
- Restrooms cleaned of all trash; toilets flushed.
- All debris around exterior of building disposed of properly.
- All dishes, utensils, and tableware removed from the facility.
- Stovetops and ovens cleaned.
- All sinks scrubbed and cleaned.
- All trash bagged and placed outside in cans or dumpster.
- All food removed from the oven and refrigerator. Refrigerator wiped clean.
- All countertops cleaned.

Any items left in or on the property will be held for (2) business days, after which time, said items will be disposed of at the discretion of City staff.

If emergency maintenance is required during non-business hours, contact the La Vergne Police Department Dispatch at (615)793-7744.



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

Item #: 7.H. Approve Equipment and Software Master Subscription Agreement with Rekor Recognition Systems, Inc. for Automated License Plate Recognition Phase 3 Expansion.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. MSA - Rekor Recognition Systems

Summary:

The Rekor Recognition Systems License Plate Readers provide advanced technology to enhance public safety by monitoring vehicle activity and identifying potential threats. Due to the rapid residential development and increased traffic in the southwest area of La Vergne, the addition of two more readers in this region is recommended to improve situational awareness and crime prevention efforts. This request is based upon citizen input that stem from traffic and crime concerns.

Background Information:

The Rekor Recognition Systems License Plate Reader (LPR) cameras are state-of-the-art devices designed to automatically capture, analyze, and store license plate data in real-time. Equipped with advanced optical character recognition (OCR) technology, these cameras can identify and document vehicle information, including license plate numbers, make, model, and color. The data is securely stored and accessible to authorized personnel for investigative purposes, with integration capabilities into local, state, and national databases.

This functionality allows for immediate alerts on vehicles associated with criminal activity, such as stolen cars, AMBER Alerts, or wanted persons, empowering law enforcement with critical information to enhance operational efficiency.

In La Vergne, the purchase and strategic deployment of Rekor LPR cameras will significantly bolster public safety and security. By monitoring key traffic arteries and high-traffic areas, these cameras can aid in identifying suspicious activity, tracking criminal

suspects, and solving crimes faster. Additionally, the technology is a valuable tool for proactive crime prevention, enabling officers to address issues like vehicle theft, drug trafficking, and other illicit activities before they escalate. As La Vergne experiences rapid residential growth and increased vehicular traffic, the LPR cameras will provide an indispensable layer of protection, allowing for more targeted enforcement and the efficient allocation of police resources. Ultimately, the use of Rekor Recognition Systems will enhance the city's ability to maintain a safe and secure environment for its residents and visitors.

Financial Summary:

Total cost for one pole, a solar kit, battery, and two cameras with transmitter box is \$27,650.00.

Staff Recommendation:

Staff recommends approval.

EQUIPMENT AND SOFTWARE MASTER SUBSCRIPTION AGREEMENT

This Equipment and Software Master Subscription Agreement (this “**Agreement**”) is dated as of _____ (the “**Execution Date**”), and is made by (i) Rekor Recognition Systems, Inc. (“**Rekor**”), with an address of 6721 Columbia Gateway Drive, Suite 400, Columbia, MD 21046 and (ii) La Vergne Police Department TN (“**User**”), with an address of 5093 Murfreesboro Rd LaVergne, Tennessee 37086. Each of Rekor and User is referred to herein as a “**Party**” and collectively, the “**Parties**”.

Whereas, Rekor sells equipment (the “Equipment”) and services (each a “Service” and collectively the “Services”) as specified in each Schedule executed from time to time by Rekor and User in a form acceptable to Rekor (each a “Schedule” and collectively the “Schedules”). Each Schedule forms part of and is subject to this Agreement and all terms and conditions in this Agreement will apply to all Schedules.

Whereas, User desires to engage Rekor to provide Equipment and related Services in accordance with the commercial specifications as noted in each Schedule and the terms of this Agreement.

Now, therefore, in consideration of, and conditioned on, the covenants, terms and conditions stated and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. EQUIPMENT AND SOFTWARE

1.1. Equipment. The equipment listed and described in the Schedule attached hereto and incorporated herein.

1.2. Acceptance. User shall inspect each item of Equipment delivered or installed pursuant to the Agreement. User shall immediately notify Rekor of any discrepancies between such item of Equipment and the description of the Equipment in the Schedule. If the User fails to provide such notice before accepting delivery of the Equipment, the User will be conclusively presumed to have accepted the Equipment as specified in the Schedule.

1.3. Installation of Equipment. Installation of the Equipment is available subject to a fee. If Rekor will perform the installation, User shall provide Rekor with access to the infrastructure necessary to facilitate the performance under this Agreement. This access includes, but is not limited to, power, network and internet connectivity and applicable regulatory permitting. Any cost for the initial power connection and monthly power service are the responsibility of the User. Services such as construction, engineering drawings, permits or other activities would incur an extra charge. With respect to the existing physical locations where the Equipment will be installed, User warrants possession of the right and sufficient authority to approve the installation of the Equipment.

1.4. Software License Grant. Rekor hereby grants to User, solely for User’s own internal use, a non-transferable, non-assignable, non-exclusive license to use the software described herein (the “**Software**”) and provided by Rekor to User. The User shall use the Software exclusively for the

operation of the Equipment and shall not copy the Software in any form, whether in whole or in part, and shall not incorporate the Software, whether in whole or in part, or the Software's code, into any product for distribution or use by any third party. Except for the rights enumerated in the Agreement, the license hereby granted to User does not include a grant to User of any other rights to, title, ownership, security interest, or other interest, in any intellectual property of Rekor. The Software includes a collection of computer object code, documentation, precompiled binaries, and run time data used by the application code to analyze video stream data and perform various calculations and outputs.

1.5. **Title to Software.** The Software and all programs developed hereunder are proprietary to Rekor. Rekor shall retain exclusive right, ownership, title and interest in and to the Software, including all intellectual property rights. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at User's request are and shall remain in Rekor. User agrees to secure and protect each module, software product and documentation thereof in a manner consistent with the maintenance of Rekor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. User agrees not to modify the software or create derivative products. Violation of any provision of this Section 1.5 shall be the basis for immediate termination of the Agreement.

1.6. **Software Ownership.** Rekor represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant User a license for its use.

1.7. **Updates and Use.** Rekor may provide User, from time to time, with updates (including minor adaptations, patches and bug fixes). User hereby warrants to keep the Software up-to-date and install all relevant updates. However, nothing in the Agreement shall require Rekor to provide updates, fixes or upgrades. User shall limit the use of the Software to its employees who have been appropriately trained.

1.8. **Third Party Software.** User acknowledges and agrees that Rekor may use third party software with the Equipment. Such software may be subject to certain license agreements, regulations, conditions and terms established by such third parties in order to protect ownership and intellectual property rights in the software. The User acknowledges and agrees not to attempt to resell or redistribute such software.

2. **WARRANTY**

2.1. Rekor warrants that the Equipment and Software will conform, as to all substantial operational features, to Rekor's current published specifications when delivered or installed and will be free of defects which substantially affect system performance. The warranty is non-transferable.

2.2. **Software.** User must notify Rekor in writing, within 7 days of delivery of the Software to the User (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Rekor, Rekor's sole obligation under this warranty is to remedy such defect in a manner consistent with Rekor's regular business practices.

- 2.2.1. Modifications to the Software are strictly prohibited as is the creation of any derivative product. If any modifications are made to the Software by User during the warranty period, this warranty shall immediately be terminated. Correction for difficulties, defects or damages traceable to User's errors or systems changes shall be billed at Rekor's standard time and material charges.
 - 2.2.2. User shall provide Rekor details regarding any bug, defect or failure in the Equipment or Software promptly and with no delay from such event. User shall also comply with Rekor's request for information regarding bugs, defects or failures and furnish with information and try to reproduce such bugs, defects or failures.
- 2.3 **Equipment.** The Equipment will be free from defects in material and workmanship and will conform and perform substantially in accordance with the documentation. The warranty period is:
- 2.3.1 Edge Pro: 1-year from the date of purchase.
 - 2.3.2 Edge Max: 1-year from the date of purchase.

If, during the warranty period, the equipment does not conform to the above warranty and User provides Rekor with written notice of such nonconformance, Rekor will repair or replace nonconforming components or otherwise correct the nonconformity in accordance with its stated warranty service terms.

2.4 **Extended Warranty.** User shall have the option of purchasing additional warranty coverage pursuant to the fees, terms and conditions as specified in the Extended Warranty Schedule. The extended warranty period will commence 1-year after the date of purchase and is limited to a total of 5-years of warranty coverage from the date of purchase. Any election to purchase coverage must be made at either the time of initial contract execution or upon subsequent contract renewal.

SUBJECT TO THE TERMS SPECIFIED IN THIS SECTION 2, THIS IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY REKOR. NEITHER REKOR NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. USER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD OR ANY APPLICABLE EXTENDED WARRANTY PERIOD.

3. DATA RIGHTS.

The data, images, and video produced from using the Services is the "Operational Data." User retains all rights and ownership in your Operational Data, and we do not claim any ownership rights in your Operational Data. User grants Rekor the right and license to use the Operational Data for: a) dissemination to other government entities, and b) training and performance enhancement of Rekor's AI system. The data, images, and video produced from using the Services, where the license plate characters have been removed, is the "De-Identified Data". User acknowledges and

agrees that Rekor may use the De-Identified Data for any purpose and may disclose the De-Identified Data to third parties. User must inform Rekor in writing before using the Services if the laws of the jurisdiction in which you use the Services restrict the use of Operational Data or De-Identified Data for the purposes defined in this Section 3.

4. PAYMENT TERMS; TAXES

4.1. Payments. During the period in which the Agreement and each Schedule is effective, the User shall deliver to the Provider payments of the amount and frequency set forth in the related Schedule (the “Payments”). The first Payment shall be due and payable upon the receipt of an invoice. Any payments made after the effective date of the agreement will be subject to the terms and conditions of an approved Rekor Credit Application and Agreement. Services will be activated following the payment of an invoice or the approval of a Rekor Credit Application Agreement.

4.2. Service Charge; Fees. If any payment is not paid within five (5) days after the due date, User shall pay to Rekor a service charge of 5% of the payment due per month which shall accrue each month until the outstanding balance is paid in full. User acknowledges that its ability to access the Services may require the payment of third-party fees and that User is responsible for paying such fees.

4.3. Collection Costs. If User fails to make any payments due under the Agreement and Rekor retains the services of a collection agency or an attorney to collect such amounts, User agrees to promptly pay to Rekor all reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorney’s fees, and court costs.

4.4. Tax. User shall pay all taxes, including any applicable sales or use tax, and all other fees or charges on or arising out of the Rekor’s delivery of Services or Equipment to the User; however, the User will not pay any federal or state income taxes, franchise taxes, or any other taxes imposed on the Rekor’s net income.

5. CONFIDENTIALITY

User agrees that it shall not disclose to any third party any information concerning the trade secrets, methods, processes or procedures or any other confidential, financial or business information of Rekor which should be reasonably understood to be confidential or non-public, whether or not such information is marked confidential, which User learns, directly or indirectly, or which is made available to User, as a result of this Agreement, without Rekor’s prior written consent. User shall promptly notify Rekor in the event User becomes aware of any actual or purported loss or disclosure of any information covered by the prior sentence. If User is required by a legal or administrative process, including but not limited to, applicable law, regulation, order, or similar process, to disclose any information covered by the first sentence of this Section 5, User shall promptly notify Rekor of such requirement (if such notification can be made without violating the terms of such required disclosure), so that Rekor may seek an appropriate protective order or waive compliance with the Agreement. User agrees not to oppose any effort by Rekor to resist or narrow such requirement or to seek a protective order or other appropriate remedy. If, in the absence of a protective order or the receipt of a waiver hereunder, User is, in the opinion of its legal counsel, required to disclose such information, Recipient may disclose only such information to the party

requiring disclosure as is required by law, regulation, order, or similar process. In connection with such required disclosure, User shall use its reasonable efforts, at Rekor's request and expense, to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the information as is disclosed.

6. TERM; TERMINATION

6.1 Term: The term of the Agreement shall begin on the Effective Date, and unless earlier terminated in accordance with Section 6.2, shall continue until the latest expiration date of all Schedules in effect, (the "Term").

6.2 Default: The occurrence of any of the following shall constitute an event of default under the Agreement ("Event(s) of Default"):

6.2.1 The failure to make a required payment under the Agreement and each related Schedule when due.

6.2.2 The violation of any provision or requirement under the Agreement (other than making required payments) that is not corrected within ten (10) days after notice of the violation is given.

6.2.3 The insolvency of User.

6.2.4 The voluntary or involuntary commencement of a proceeding in bankruptcy or receivership against User or its property; a general assignment for the benefit of creditors by User or if User enter into an agreement or composition with its creditors; if User is dissolved or otherwise discontinued; or if User ceases doing business as a going concern.

6.2.5 The subjection of any of User's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

6.2.6 The existence of any encumbrance on the Software that has not been approved by Rekor in writing.

6.2.7 If any application, certificate, statements, trade references, representations and/or financial reports furnished by User and submitted to Rekor proves to be false in any material respect.

6.3 Rights on Default: Upon the occurrence of any Event of Default, Rekor may, after any applicable cure period, without further notice to User, and in Rekor's sole discretion, exercise any one or more of the following remedies:

6.3.1 Declare User's obligations hereunder immediately due and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) reasonable attorneys' fees; plus (any charges, costs, expenses, interest or penalties properly assessable against User pursuant to the provisions of the Agreement or any other agreement(s) between the parties;

6.3.2 Enforce performance by User of the applicable covenants and terms of the Agreement or recover damages for the breach thereof;

6.3.3 Terminate the Agreement and each related Schedule, terminate the licenses and take possession of the Software and associated documentation, with or without demand or notice to User and without order of court or other legal process, and without incurring any liability to User for any damages incurred by reason of such taking; and/or

6.3.4 any other remedies available in law or at equity.

No failure or delay on the part of Rekor to exercise any remedy hereunder shall operate as a waiver. No express or implied waiver by Rekor of any default shall constitute a waiver of any other default by User or waiver of Rekor's rights. No remedy is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law and shall be in addition to any other remedy otherwise available to Rekor at law or in equity.

6.4 Effect of Termination. Expiration, termination or cancellation of the Agreement and related Schedules shall not affect rights, obligations or liabilities of the parties which accrue prior to such expiration, termination or cancellation. Upon expiration, termination or cancellation of the Agreement, all rights, licenses and authorizations granted to User hereunder will immediately terminate and User will (a) immediately cease all use of and other activities with respect to the Software; (b) within 15 days deliver to Rekor all Software at User's expense, or upon request by Rekor destroy the Software, and permanently erase from all devices and systems User directly or indirectly controls, the Software, including all documents, files, and tangible materials containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (c) certify to Rekor in a signed written instrument that it has complied with the requirements of this Section 6.4. The provisions of Sections 3, 4.2 - 4.4, 5, 8.1-8.3, 8.6 and 8.7 of this Agreement shall survive termination of the Agreement and related Schedules.

7. COMMUNICATIONS AND REFERENCES.

Rekor and its subsidiaries (collectively, "**Rekor**") are each permitted to issue a press release announcing that User has retained Rekor to provide the Services. Rekor may reference User and generally describe the nature of the Agreement and its outcomes in Rekor's promotional materials, presentations, and proposals to current and prospective Users.

8. MISCELLANEOUS

8.1 Notices: All notices, requests, consents, claims, waivers and other communications (collectively, "Notices") hereunder shall be sent to the addresses set forth in the preamble of the Agreement and/or email set forth on the signature page to the Agreement or such other addresses and/or email as a Party gives from time to time. All Notices shall be deemed to have been given (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email, if sent during normal business hours of recipient, and on the next business day if sent after normal business hours of recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All Notices hereunder may be given by any other means but

shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

8.2 Entire Agreement and Modification: The Agreement (including the Schedules, Annexes and Exhibits hereto, and the provisions incorporated by reference herein) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter in any way to the subject matter hereof or thereof. No modification, waiver or amendment of the Agreement shall be effective unless in writing and signed by both Parties. The Agreement replaces any and all prior agreements between the Parties with respect to its subject matter. Waiver by a Party of any provision of the Agreement does not constitute, and is not to be construed as constituting, a waiver of such provision (or any other provision) at any other time.

8.3 Governing Law. The Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without application of any principle of Maryland law which would require that the Agreement be governed and construed by the laws of any other jurisdiction.

8.4 Log-In Information; Individual Use. To gain access to and use the Services, User may be required to create a username and password or other log-in ID and password (“Log-In Information”). User is responsible for all activity occurring under its Log-In Information, and User must keep its Log-In Information confidential and not share such Log-In Information with other individuals or third parties other than those with a business need to know. Rekor has no obligation or responsibility with regard to User’s use, disclosure, or management of Log-In Information. Rekor may require User to change its Log-In Information if such Log-In Information is inconsistent with the terms of the Agreement. Notwithstanding anything set forth in the Agreement to the contrary, Rekor makes Services available to User for only its use and not for use by any third party.

8.5 Assignment, Sublease or Sublicense by User. User shall not assign, sublet or sublicense any interest in the Agreement, the Software, or permit the Software to be used by anyone other than User or User’s employees, without Rekor’s prior written consent. Any such assignment, sublet, or sublicense by User without the prior written consent of Rekor shall be null and void. Rekor in its sole discretion, reserves the right to assign this Agreement in parts or in its entirety.

8.6 Investigations. If Rekor becomes aware of any possible violations by User of any provision of the Agreement, Rekor reserves the right to investigate such violations. If, as a result of such investigation, Rekor believes that criminal activity has occurred, Rekor reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Rekor is entitled to disclose any information in Rekor’s possession in connection with User’s use of the Software, and under any provision of the Agreement, to (a) comply with applicable law, legal process or governmental request; (b) enforce the Agreement; (c) respond to any claims or rights of third parties; (d) respond to User’s requests for customer services; or (e) protect the rights, property or personal safety of Rekor, its users or the public, and law enforcement or other government officials, as Rekor in its sole discretion believes to be necessary or appropriate. User is solely responsible for its familiarity and compliance with any laws that may prohibit User from participating in or using any part of the Services.

8.7 Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the

State of Maryland for the purposes of any suit, action or other proceeding arising out of or relating to the Agreement and agrees that all claims in respect of the suit, action or other proceeding may be heard and determined in any such court. Each Party agrees to commence any such suit, action or other proceeding either in the state or federal courts of the State of Maryland. Each Party waives any defense of improper venue or inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served in the manner provided for the giving of notices in Section 8.1. Nothing in this Section 8.7, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT.

8.8 Severability. If any portion of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8.9 Exhibits; Schedules. Except to the extent expressly modified by the Agreement, the Parties by their execution and delivery hereof, affirm and incorporate herein by reference all of the terms, covenants and conditions of the Exhibits, Schedules and terms and conditions expressly referenced herein as if such terms, covenants and conditions were fully set forth in the Agreement.

8.10 Relationship of the Parties. Rekor (and any affiliate thereof providing Services hereunder) is an independent contractor and service provider to User, and the Agreement shall not be deemed to establish a joint venture, partnership, association or fiduciary or similar relationship between Rekor or any affiliate thereof, on the one hand, and User or any affiliate thereof, on the other hand, for United States tax purposes or for any other purpose.

8.11 Further Assurances The Parties shall furnish upon request to each other further information, execute and deliver to each other documents, and do other acts and things, all as another party may reasonably request for the purpose of giving effect to the intent or express terms of the Agreement and the documents referred to in the Agreement; provided, that no party shall be obligated to incur any material liability, expense or obligation pursuant to this Section 8.11 without its consent.

8.12 Counterparts. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail or other mean of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

[Signature Page Appears on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Equipment and Software Master Subscription Agreement to be executed by their duly authorized representatives as of the Execution Date.

REKOR RECOGNITION SYSTEMS, INC.

By:

Printed name:

Title:

Email:

Phone:

USER:

By:

Printed name:

Title:

Email:

Phone:

SCHEDULE

Schedule dated as of _____ (the “**Schedule**”) to Equipment and Software Master Subscription Agreement, effective as of _____, between Rekor Recognition Systems, Inc. (“**Rekor**”) with an address of 6721 Columbia Gateway Drive, Suite 400, Columbia, MD 21046 and La Vergne Police Department TN (“**User**”), with an address of 5093 Murfreesboro Rd LaVergne, Tennessee 37086, to be effective as of _____ (the “**Effective Date**”).

This Schedule is entered into pursuant to the Agreement. Except to the extent expressly modified hereby, the Parties hereto by their execution and delivery hereof, reaffirm and incorporate herein by reference all of the terms, covenants and conditions of said Agreement as if such terms, covenants and conditions were fully set forth in this Equipment and Software Subscription Schedule. All of the capitalized words used herein shall have the meanings ascribed to them in the Agreement unless otherwise expressly stated herein or therein.

1. Term: 12 Months
2. Expiration Date: November 30, 2025
3. Equipment Description: Rekor Edge Max with Additional Camera, Solar Kit, 22' Straight Pole, Rekor Scout, and Installation
4. Quantity of Systems: 1
5. Price: 27,650.00
6. Additional Notes/Conditions: NA

Counterparts. This Schedule may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Schedule delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Schedule.

[Signature Page Appears on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

REKOR RECOGNITION SYSTEMS, INC.

By:

Printed name:

Title:

Email:

Phone:

USER:

By:

Printed name:

Title:

Email:

Phone:

EXHIBIT A

ADDENDUM TO EQUIPMENT AND SOFTWARE MASTER SUBSCRIPTION AGREEMENT

This Addendum (herein "Addendum") amends the Equipment and Software Master Subscription Agreement ("Agreement") between Rekor Recognition Systems, Inc. ("Contractor"), a Maryland 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, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision.

Any indemnity or hold harmless provision contained in the 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”).

**REKOR RECOGNITION SYSTEMS,
INC.**

City of La Verne, 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: December 3, 2024

Item #: 8. First Reading - **Ordinance #2024-17** - An Ordinance to Amend Title 20, Chapter 2, Section 20-208 of the La Vergne Municipal Code Regarding Parks and Recreation User Fees.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2024-17

Summary:

This ordinance amends the municipal code for the Parks and Recreation user fees.

Background Information:

Changes made by this ordinance include the following:

- Removed the fees for in-line hockey leagues. We have not had an in-line hockey league in a few years and we are disposing of the walls and bleachers for the in-line hockey rink.
- Renamed the cleaning fee for baseball/softball leagues to a litter fee. This is consistent with what is already in the fee schedule.
- Changed the rental time for the multi-purpose building to be consistent with what was previously approved in the fee schedule
- Under the multi-purpose building rentals, added the provision to allow for a 50% discount to nonprofit organizations if they show proof of nonprofit status.
- Under the pavilion rentals, added the provision to allow for a 50% discount to nonprofit organizations if they show proof of nonprofit status.

Financial Summary:

The main financial impact would be from giving nonprofit organizations a 50% discount on facility rentals. The amount of revenues that would be lost are unknown and are dependent on how many nonprofits rent these facilities throughout the year.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-17

AN ORDINANCE TO AMEND TITLE 20, CHAPTER 2, SECTION 20-208 OF THE LA VERGNE MUNICIPAL CODE REGARDING PARKS AND RECREATION USER FEES.

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

SECTION I. Title 20, Chapter 2, Section 20-208 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 20-208. Parks and recreation user fees.

User fees for this chapter shall be as follows:

(1) *League use.*

- (a) Baseball/softball leagues: Shall be as set forth in the fee schedule to cover costs of field maintenance, payable at the end of each season.
- (b) Football leagues: Shall be as set forth in the fee schedule to cover costs of field maintenance, payable at the end of each season.

(2) *Baseball/softball tournaments.*

- (a) Full weekend: The tournament fee, as set forth in the fee schedule, shall be per complex per weekend. A weekend is considered no longer than Friday, Saturday and Sunday. If a tournament is rained out completely, a refund will be issued. If a tournament completes a full day, no refund will be given. In order to reserve a complex for a tournament, the fees must be paid no later than two (2) weeks prior to the tournament. There will be a **litter fee, as set forth in the fee schedule,** for excessive litter left by tournament participants.
- (b) Single day: There is a tournament fee, as set forth in the fee schedule adopted with the annual budget per complex for single day tournaments. If a tournament is rained out completely, a refund will be issued. In order to reserve a complex for a tournament, the fees must be paid no later than two (2) weeks prior to the tournament. There will be a **litter fee,** as set forth in the fee schedule, for excessive litter left by tournament participants.

(3) *Field rental.*

- (a) Baseball/softball fields: Shall be as set forth in the fee schedule, per day.
- (b) Football fields: Shall be as set forth in the fee schedule, per day.

(4) *Facility rental.*

- (a) Multi-purpose building: **12:00 P.M. to 10:00 P.M.** shall be as set forth in the fee schedule. A deposit, as set forth in the fee schedule, shall be required. Deposit will be refunded if renter is in compliance with all reservation policies and procedures.

Nonprofit organizations may receive a 50% discount. The organization must show proof of nonprofit status.

- (b) Pavilions: 8:00 A.M. to 2:00 P.M. shall be as set forth in the fee schedule; 4:00 P.M. to 10:00 P.M. shall be as set forth in the fee schedule; 8:00 A.M. to 10:00 P.M. shall be as set forth in the fee schedule. Nonprofit organizations may receive a 50% discount. The organization must show proof of nonprofit status.

- (5) *Vendor permits.* There is an annual parks vendor permit fee, as set forth in the fee schedule, to cover the cost of conducting a background check and processing of the application. Parks vendor permits are issued by the department on a per-event basis, however the fee will cover any parks vendor permit applications for up to one (1) year from the initial application. Booth rentals for agriculture vendors or arts and crafts vendors at city sponsored events shall not be required to obtain a park vendor permit. The director shall be allowed to waive park vendor permit fees for city events.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 9. First Reading - **Ordinance #2024-18** - An Ordinance to Amend the City of La Vergne Fee Schedule for Parks & Recreation User Fees.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2024-18

Summary:

This ordinance will amend the fee schedule for the Parks & Recreation User Fees.

Background Information:

Changes made in this fee schedule ordinance include:

- Adding the 50% discount for nonprofit organizations for rental of the multi-purpose building.
- Adding the 50% discount for nonprofit organizations for rental of pavilions.
- Changing the fee for the Baseball/Softball Leagues so that it's based on the League User Agreement that is approved by BOMA each year.
- Deleting the fee for the In-Line Hockey League.

Financial Summary:

As stated in the previous ordinance, the main financial impact is from the 50% discount to nonprofit organizations.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-18

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE FEE SCHEDULE FOR PARKS AND RECREATION USER FEES.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:

SECTION I. The Parks and Recreation Department – Facility Rental section of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	2024-2025
<u>Parks and Recreation Department</u>	
• <u>Facility rental</u>	
* Multi-Purpose Building	12 p.m. to 10 p.m. \$300 with a \$300 deposit; Nonprofits may receive a 50% discount.
* Pavilions	8 a.m. to 2:00 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50; Nonprofits may receive a 50% discount.

SECTION II. The Parks and Recreation Department – League Use section of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	2024-2025
<u>Parks and Recreation Department</u>	
• <u>League use</u>	
* Baseball/Softball leagues	Fee based on League User Agreement
* Football leagues	\$2,000

SECTION III. 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 IV. That this Ordinance take effect February 1, 2025.

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: December 3, 2024

Item #: 10. First Reading - **Ordinance #2024-19** - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 5 - Economic Development Advisory Committee.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2024-19

Summary:

This ordinance will delete Title 2, Chapter 5 of the La Vergne Municipal Code, which will eliminate the Economic Development Advisory Committee.

Background Information:

This is a proposal to no longer have the Economic Development Advisory Committee.

Financial Summary:

N/A

Staff Recommendation:

N/A - This is a board decision.

ORDINANCE #2024-19

AN ORDINANCE TO AMEND THE LA VERGNE MUNICIPAL CODE BY DELETING TITLE 2, CHAPTER 5 – ECONOMIC DEVELOPMENT ADVISORY COMMITTEE.

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

- SECTION I.** Title 2, Chapter 5 of the La Vergne Municipal Code entitled “Economic Development Advisory Committee” be deleted in its entirety.
- SECTION II.** Renumber Title 2, Chapter 4 of the La Vergne Municipal Code entitled “Greenway Advisory Committee” as Title 2, Chapter 3.
- SECTION III.** Renumber Title 2, Chapter 6 of the La Vergne Municipal Code entitled “Local Emergency Planning Committee” as Title 2, Chapter 4.
- SECTION IV.** Renumber Title 2, Chapter 7 of the La Vergne Municipal Code entitled “Historical Preservation Advisory Committee” as Title 2, Chapter 5.
- SECTION V.** Renumber Title 2, Chapter 8 of the La Vergne Municipal Code entitled “Library Board” as Title 2, Chapter 6.
- SECTION VI.** Renumber Title 2, Chapter 9 of the La Vergne Municipal Code entitled “Beautification and Arts Advisory Committee” as Title 2, Chapter 7.
- SECTION VII.** 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 VIII.** That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 11. First Reading - **Ordinance #2024-20** - An Ordinance to Amend Title 2, Chapter 2, Section 2-202 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and to Delete Title 2, Chapter 3 of the La Vergne Municipal Code Regarding the Greenway Advisory Committee.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2024-20

Summary:

This will amend Section 2-202 of the La Vergne Municipal Code to add the duties of the Greenway Advisory Committee to the Parks and Advisory Committee and amend Title 2 of the La Vergne Municipal Code to delete the Greenway Advisory Committee.

Background Information:

This is a proposal to move the duties of the Greenway Advisory Committee to the Parks and Recreation Advisory Committee. This will also eliminate the Greenway Advisory Committee.

Financial Summary:

N/A

Staff Recommendation:

N/A - This is a board decision.

ORDINANCE #2024-20

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 2, SECTION 2-202 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE AND TO DELETE TITLE 2, CHAPTER 3 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE GREENWAY ADVISORY COMMITTEE.

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

SECTION I. Amend Title 2, Chapter 2, Section 2-202 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 2-202. Duties of the committee.

The committee shall act as the advisory committee for future planning of recreation and greenway projects, ongoing programs, special events, and other matters related to the greenway system and leisure services for the citizens. The committee shall recommend needed maintenance and physical improvements as needed in parks and recreation and the greenway program. The committee shall also submit periodic reports to the governing board.

SECTION II. Title 2, Chapter 3 of the La Vergne Municipal Code entitled "Greenway Advisory Committee" be deleted in its entirety.

SECTION III. Renumber Title 2, Chapter 4 of the La Vergne Municipal Code as Title 2, Chapter 3.

SECTION IV. Renumber Title 2, Chapter 5 of the La Vergne Municipal Code as Title 2, Chapter 4.

SECTION V. Renumber Title 2, Chapter 6 of the La Vergne Municipal Code as Title 2, Chapter 5.

SECTION VI. Renumber Title 2, Chapter 7 of the La Vergne Municipal Code as Title 2, Chapter 6.

SECTION VII. 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 VIII. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 12. First Reading - **Ordinance #2024-21** - An Ordinance to Amend Title 2, Chapter 5, Section 2-504 of the La Vergne Municipal Code Regarding the Powers and Duties of the Library Board and to Delete Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Historical Preservation Advisory Committee.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2024-21

Summary:

This will amend Section 2-504 of the La Vergne Municipal Code to add the duties of the Historical Preservation Advisory Committee to the Library Board and amend Title 2 of the La Vergne Municipal Code to delete the Historical Preservation Advisory Committee.

Background Information:

This is a proposal to move the duties of the Historical Preservation Advisory Committee to the Library Board. This will also eliminate the Historical Preservation Advisory Committee.

Financial Summary:

N/A

Staff Recommendation:

N/A - This is a board decision.

ORDINANCE #2024-21

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 5, SECTION 2-504 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE POWERS AND DUTIES OF THE LIBRARY BOARD AND TO DELETE TITLE 2, CHAPTER 4 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE HISTORICAL PRESERVATION ADVISORY COMMITTEE.

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

SECTION I. Amend Title 2, Chapter 5, Section 2-504 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 2-804. Powers and duties of library board.

The members of the library board shall organize by electing officers and adopting bylaws and regulations. The board shall direct all the affairs of the library, including appointment of a librarian who shall direct the internal affairs of the library, and such assistants or employees as may be necessary. Such board may make and enforce rules and regulations and establish branches of travel service at its discretion. Such board may receive donations, devises and bequests to be used by it directly for library purposes. The library board shall furnish to the state library agency such statistics and information as may be required, and shall make annual reports to the board of mayor and aldermen and any and all such other reports as required by law. Annually, the library board shall submit a budget in conformance with the charter and ordinances of the City of La Vergne to the city administrator who shall forward same to the board of mayor and aldermen. All city tax funds and appropriate fees for library purposes, whether raised by bonds or taxation, shall be held by the city treasurer or appropriate designee. Such funds may be disbursed when properly drawn upon by vouchers or requisitions. Proceeds from the sale of surplus books by the library may be credited to such special fund in the discretion of the library board. All library accounts of every character and kind shall be audited annually by or under the supervision and direction of the board of mayor and aldermen.

The library board shall also assist the board of mayor and aldermen in connection with issues and programs involving the preservation of the city's history which may include:

- (1) Facilitate cooperation and coordination with various community groups and neighborhoods on historic preservation issues;
- (2) Make recommendations to the board of mayor and aldermen and to city staff for programs in which the city could or should participate to help preserve the city's past, which programs may be in cooperation with any appropriate private, public, civic or

community agency, group or association of or in the city, county, state or federal government;

(3) Recommend ways and means of obtaining private, local, county, state or federal funds and other participation for the preservation of historical projects within the city;

(4) Work with City of La Vergne staff, committees and other city/community based groups, as directed by the board of mayor and aldermen, on historical preservation issues and projects.

SECTION II. Title 2, Chapter 4 of the La Vergne Municipal Code entitled “Historical Preservation Advisory Committee” be deleted in its entirety.

SECTION III. Renumber Title 2, Chapter 5 of the La Vergne Municipal Code entitled “Library Board” as Title 2, Chapter 4.

SECTION IV. Renumber Title 2, Chapter 6 of the La Vergne Municipal Code entitled “Beautification and Arts Advisory Committee” as Title 2, Chapter 5.

SECTION V. 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 VI. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 13. **Resolution #2024-29** - 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 #2024-29

Summary:

This is a resolution to declare property as surplus property and direct how the property will be disposed.

Background Information:

The items in this resolution are from the Police Department. We have one police vehicle that we will sell on GovDeals. We have three police vehicles and two storage containers that we will consider donating to the Alexandria Police Department. We also have three police vehicles that we will consider donating to the Gordonsville Police Department.

Alexandria Donation

The Alexandria, TN Police Department has recently been re-formed and we were contacted by their new Chief of Police KD Smith. He asked if we had any vehicles or other equipment we could donate. We have several police vehicles that have been taken out of service due to age, mileage and technology limitations. They would normally be stripped of all emergency equipment and sold. If they were donated to another police agency we would remove radio and computer equipment leaving all other emergency equipment. After their visit they've asked for 3 of these patrol vehicles.

The storage containers were received through the federal government LESO program and did not cost anything. They have been used for storage on the Public Works property but will not be moved to the new facility. They are no longer needed and

Alexandria PD has expressed a need for them.

These vehicles are 2013 Ford Police Pursuit vehicles (Explorers). Based on recent GovDeals research, if stripped and sold they might sell at most for \$1500-\$2000 each due to their age, mileage and general condition after use as patrol vehicles for at least 10 years. The equipment that would be removed would be mostly likely useless as technology has advanced and these components are no longer manufactured.

Again, based on recent internet searches, if the storage containers were sold they might sell for \$500-\$1000 each as they have some rust thru on the doors and other areas that make them less secure and open to weather intrusion.

Gordonsville Donation

Chief Shannon Hunt of the Gordonsville, TN Police Department recently contacted us asking if we had any vehicles or other equipment we could donate to his Department.

We have several police vehicles that have been taken out of service due to age, mileage and technology limitations. They would normally be stripped of all emergency equipment and sold. If they were donated to another police agency we would remove radio and computer equipment leaving all other emergency equipment. After their visit they've asked for 3 of these patrol vehicles.

These vehicles are 2013 Ford Police Pursuit vehicles (Explorers). Based on recent GovDeals research, if stripped and sold they might at most sell for \$1500-\$2000 each due to their age, mileage and general condition after use as patrol vehicles for at least 10 years. The equipment that would be removed would be mostly likely useless as technology has advanced and these components are no longer manufactured.

Financial Summary:

The donated police vehicles might sell for approximately \$9,000-12,000 if sold on GovDeals.

The donated storage containers might sell for approximately \$1,000-\$2,000 if sold on GovDeals.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-29

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

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

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

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
2013 Ford Explorer PPV (Vehicle 13-12)	Black 4-door Police Pursuit Vehicle with 124,837 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Major interior damage due to removal of equipment, rear seat replaced with prisoner seat. Emergency equipment removed, holes in exterior. Decals sprayed or removed, impressions remain.	1FM5K8AR6DGA31340

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>
Police Department		
2013 Ford Explorer PPV (Vehicle 13-19)	Black 4-door Police Pursuit Vehicle with 153,555 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Radio and Computer equipment removed.	1FM5K8ARXDGA31356
2013 Ford Explorer PPV (Vehicle 13-24)	Black 4-door Police Pursuit Vehicle with 158,295 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Radio and Computer equipment removed	1FM5K8AR8DGB84592
2013 Ford Explorer PPV (Vehicle 13-27)	Black 4-door Police Pursuit Vehicle with 97,887 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Radio and Computer equipment removed	1FM5K8AR3DGB84595
Shipping Container 1	1985 Shipping Container obtained from Federal LESO program. Used to store large items / bulk storage. 20' x 8' x 8' in size. Exterior rust and rusting through in places.	353069
Shipping Container 2	1981 Shipping Container obtained from Federal LESO program. Used to store large items / bulk storage. 20' x 8' x 8' in size. Exterior rust through and around doors.	004095-9

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 #2024-30, a Resolution to Donate Surplus Police Vehicles and Storage Containers to the Alexandria, Tennessee Police Department, the City Administrator is granted authority, for and on behalf of the City of La Vergne, to execute the donation of these items pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

Section 5. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
2013 Ford Explorer PPV (Vehicle 13-02)	Black 4-door Police Pursuit Vehicle with 145,797 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Radio and Computer equipment removed.	1FM5K8AR9DGA31347
2013 Ford Explorer PPV (Vehicle 13-10)	Black 4-door Police Pursuit Vehicle with 150,608 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Radio and Computer equipment removed	1FM5K8AR3DGA31358
2013 Ford Explorer PPV (Vehicle 13-11)	Black 4-door Police Pursuit Vehicle with 162,401 miles. 3.5L V-6 Engine; Automatic transmission; AWD; Starts with a boost and runs. No cracked glass. Minor damage including dents, scratches and dings. Radio and Computer equipment removed	1FM5K8AR8DGA31355

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 #2024-31, a Resolution to Donate Surplus Police Vehicles to the Gordonsville, Tennessee Police Department, the City Administrator is granted authority, for and on behalf of the City of La Vergne, to execute the donation of these items 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 5th day of December, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Explorer	Model: PPV
VIN: 1FM5K8AR6DGA31340		Mileage: 124,837	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell, 615-287-8617, M-F 9am-3pm		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

I.T. Department Use Only:

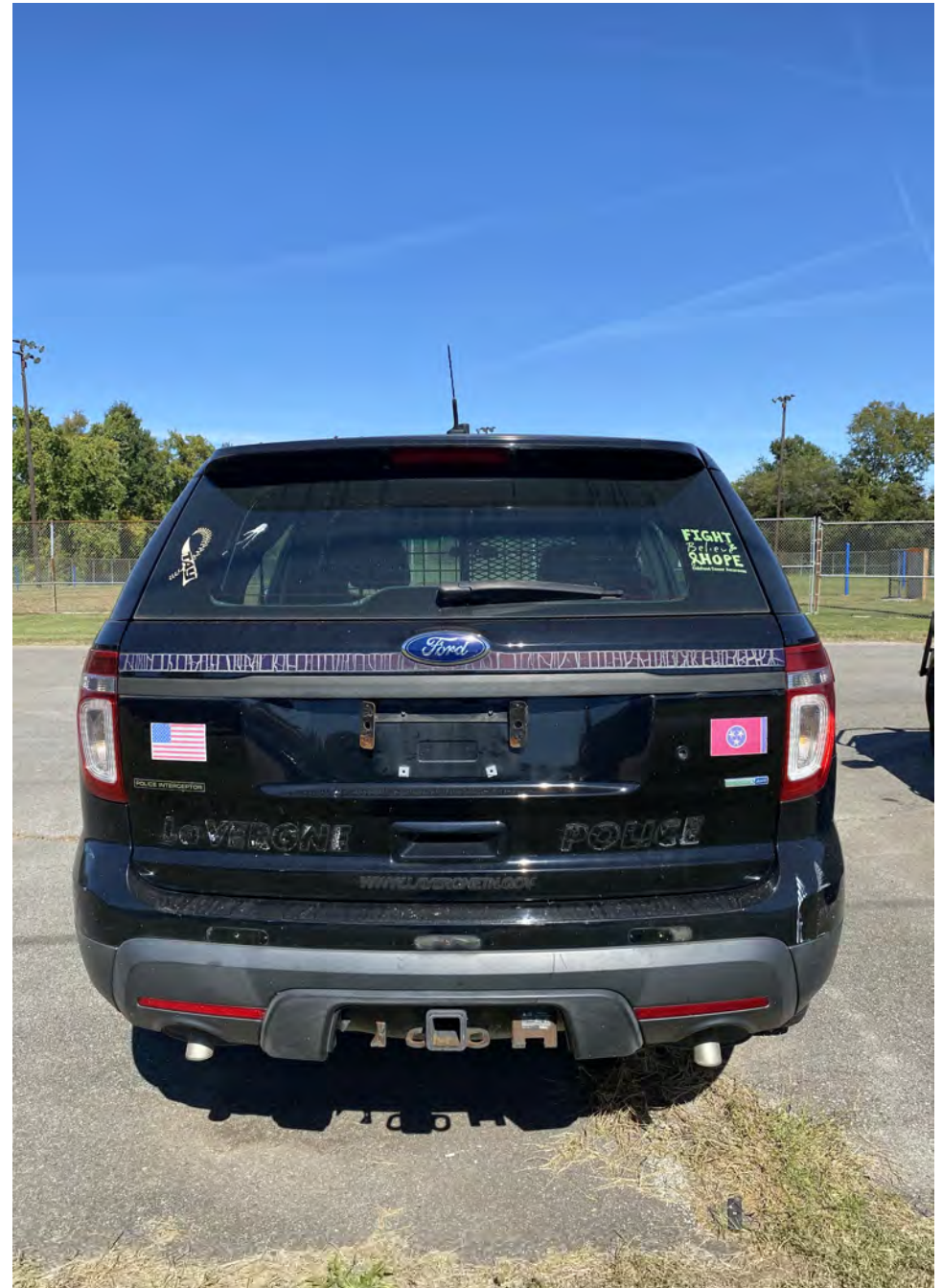
Inventory ID: _____ Asset Number: _____

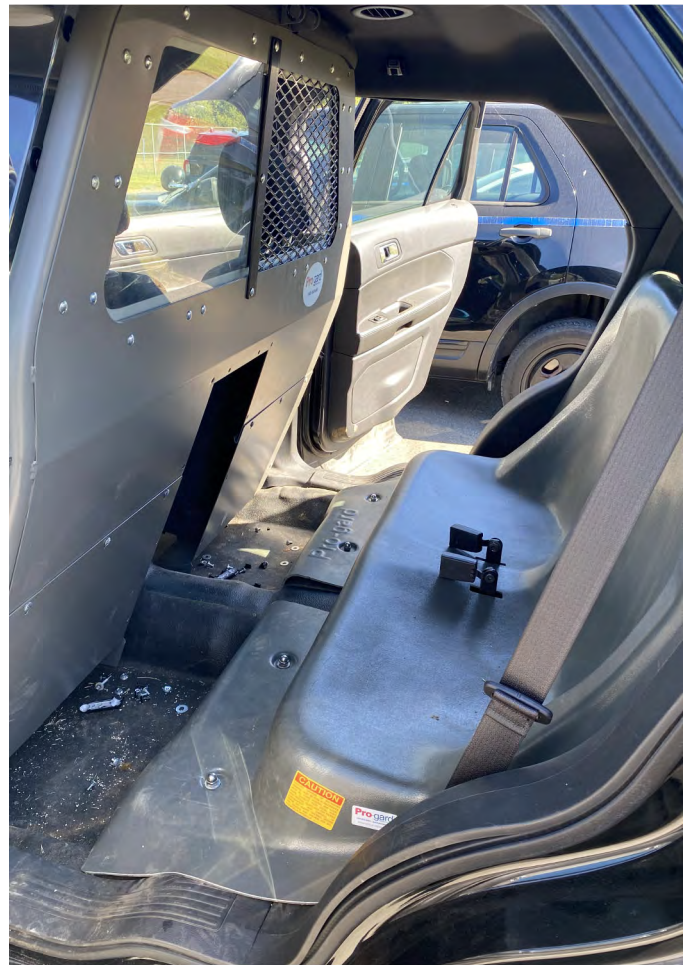
Approved by Resolution # _____ Date: _____

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

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











CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Ford	Model: Explorer PPV
VIN: 1FM5K8ARXDGA31356		Mileage: 153,555	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V-6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

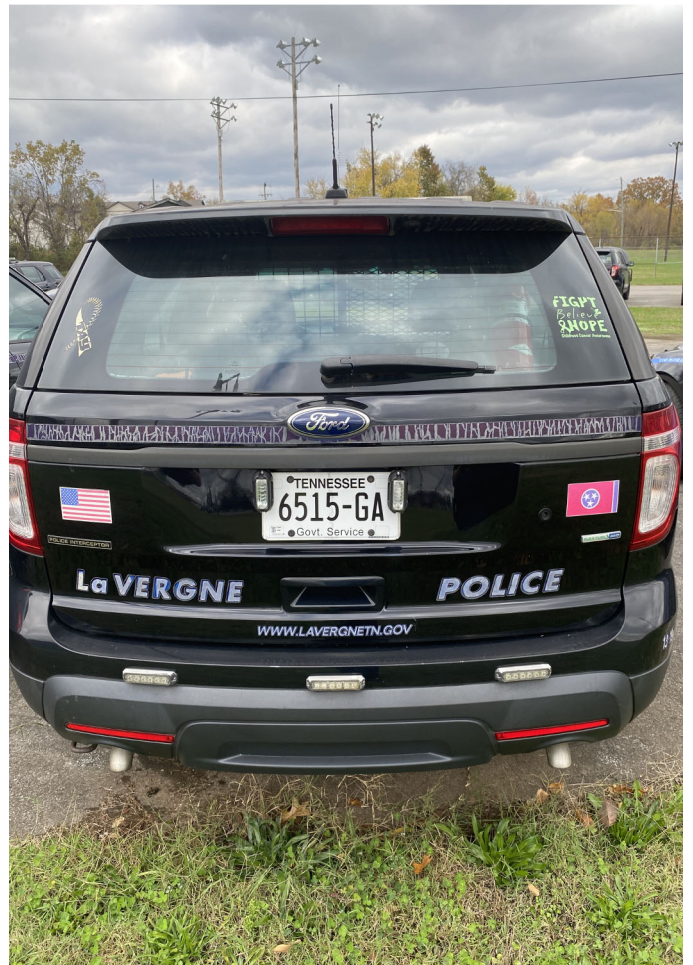
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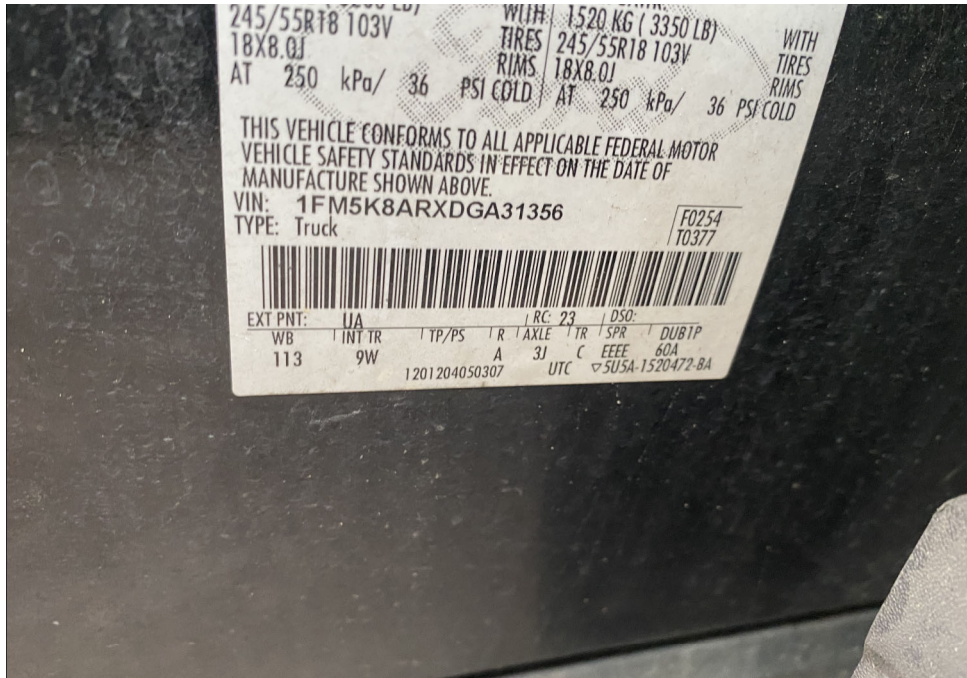
Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Ford	Model: Explorer PPV
VIN: 1FM5K8AR8DGB84592		Mileage: 158,295	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

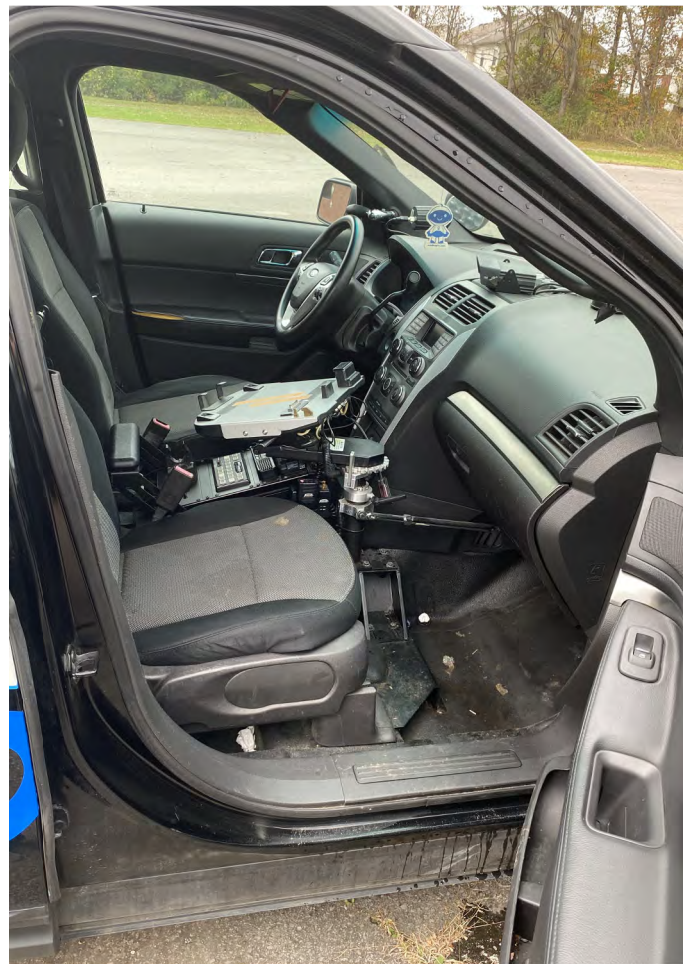
I.T. Department Use Only:

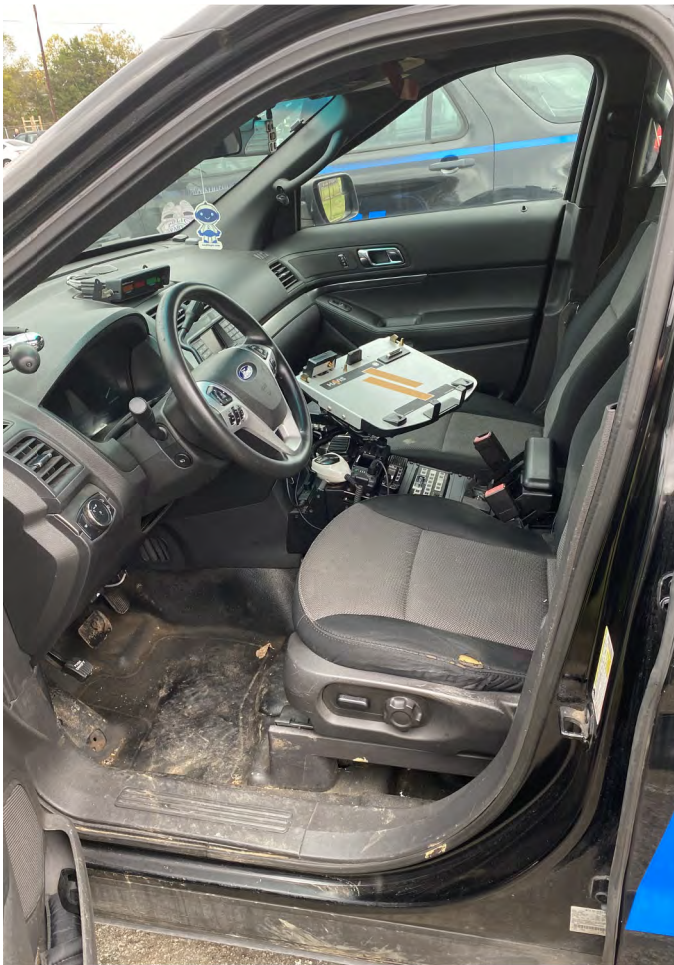
Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Ford	Model: Explorer PPV
VIN: 1FM5K8AR3DGB84595		Mileage: 97,887	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

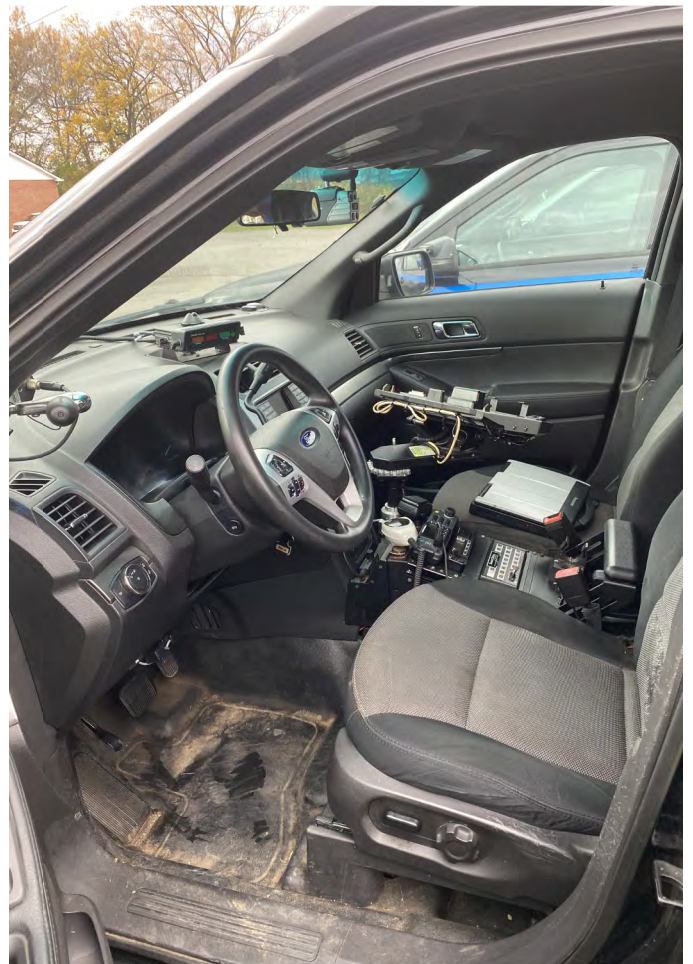
I.T. Department Use Only:

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: 1985	Manufacturer: UNK	Model #: UNK
Serial Number: 353069 ID Number		
Description of Use: Shipping containers used for large item/ bulk storage Dimensions are approximate outside measurements		
Color:	Green	Size (L x W x H): 20' x 8' x 8'
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

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

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. Will not be moved to new facility
Current Estimated Value:	\$500
Suggested Minimum Sale Price:	
Location of Property:	Public Works property
For more information, contact:	Lt Campbell

Department Information:

Your Name: Lt Campbell	Department: Police
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: 1981	Manufacturer: Unk	Model #: Unk
Serial Number: 004095-9		
Description of Use: Shipping containers used for large item/ bulk storage Dimensions are approximate outside measurements		
Color:	Green	Size (L x W x H): 20' x 8' x 8'
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

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

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. Will not be moved to new facility
Current Estimated Value:	\$500
Suggested Minimum Sale Price:	
Location of Property:	Public Works property
For more information, contact:	Lt Campbell

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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



CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Ford	Model: Explorer PPV
VIN: 1FM5K8AR9DGA31347		Mileage: 145,797	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

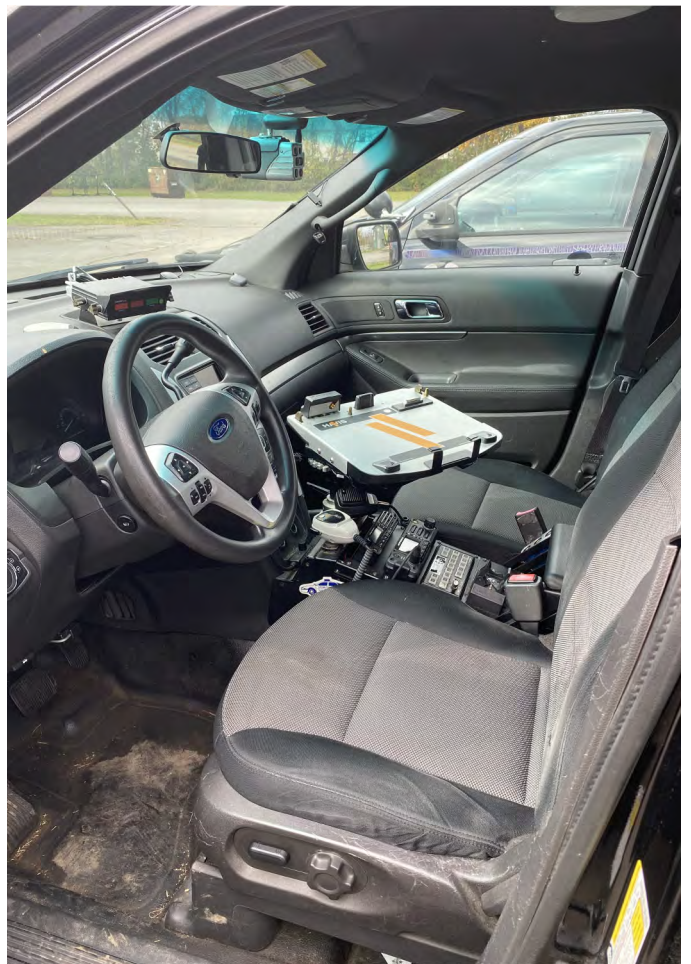
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Ford	Model: Explorer PPV
VIN: 1FM5K8AR3DGA31358		Mileage: 150,608	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 2013	Manufacturer: Ford	Make: Ford	Model: Explorer PPV
VIN: 1FM5K8AR8DGA31355		Mileage: 162,401	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 3.5 Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Black		Interior: Gray

Interior Details:

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

Exterior Details:

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

Sale Information:

Fair Market Value: \$ 2500	Title Restriction:	☐ Yes ☒ No
Seizure: ☐ Yes ☒ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: City Hall/ PD property	Suggested Minimum Sale Price:	
For more information, contact: Lt Campbell		

Department Information:

Your Name: Lt Campbell	Department: Police
Signature:	Date:

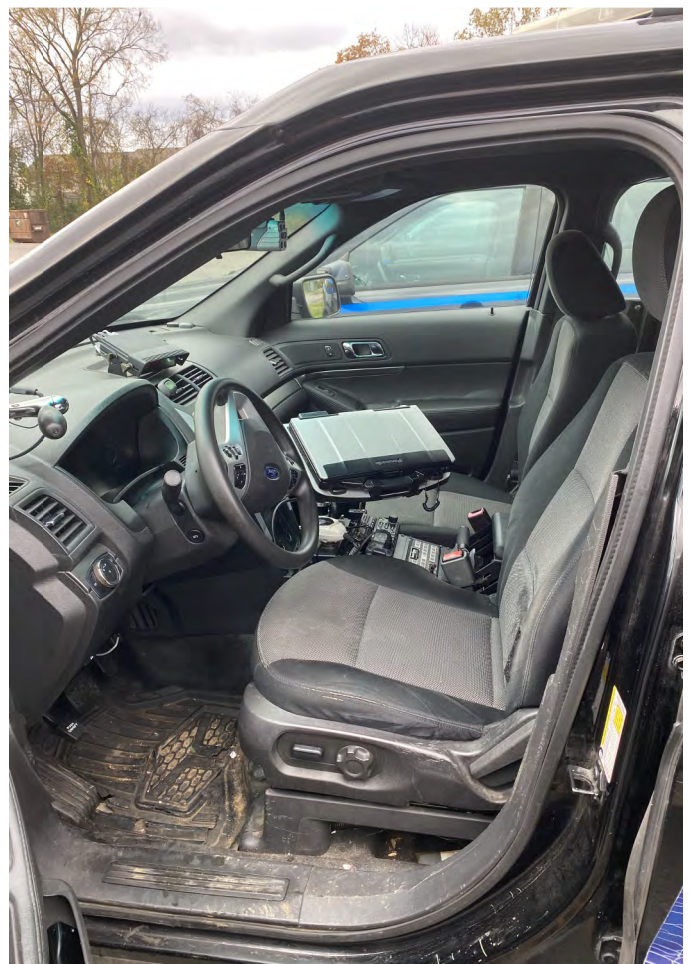
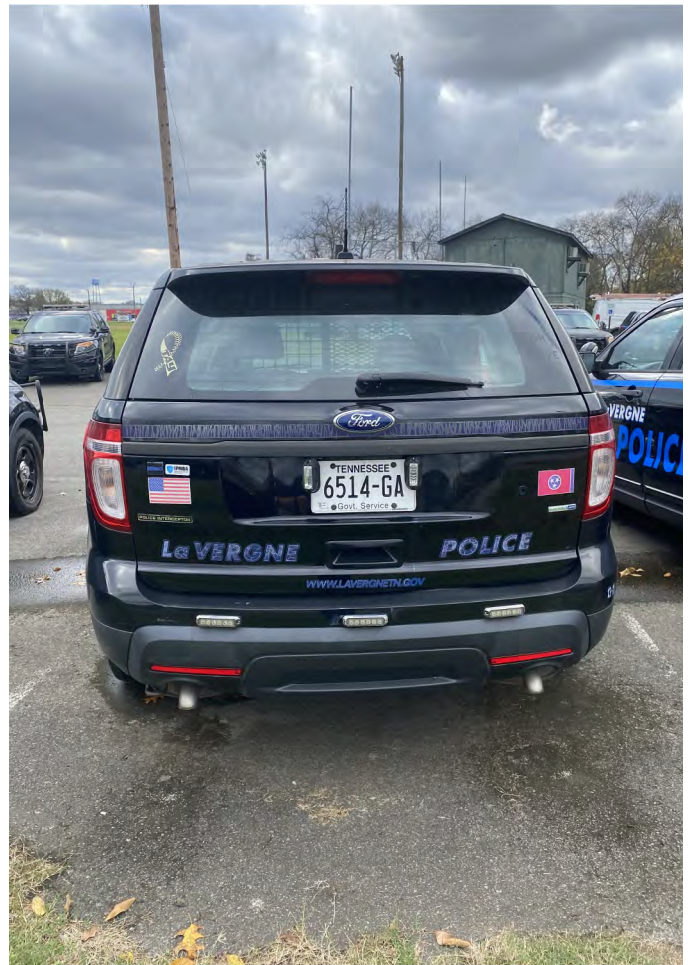
I.T. Department Use Only:

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: \$ _____









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

Item #: 14. **Resolution #2024-30** - A Resolution to Donate Surplus Police Vehicles and Storage Containers to the Alexandria, Tennessee Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Alexandria Request Letter
 2. Resolution #2024-30

Summary:

This resolution will approve the donation of three surplus police vehicles and two surplus storage containers to the Alexandria Police Department.

Background Information:

As designated in Resolution #2024-29, three police vehicles and two storage containers have been designated as surplus and are not needed by the City of La Vergne.

The Alexandria, TN Police Department has recently been re-formed and we were contacted by their new Chief of Police KD Smith. He asked if we had any vehicles or other equipment we could donate. We have several police vehicles that have been taken out of service due to age, mileage and technology limitations. They would normally be stripped of all emergency equipment and sold. If they were donated to another police agency we would remove radio and computer equipment leaving all other emergency equipment. After their visit they've asked for 3 of these patrol vehicles.

The storage containers were received through the federal government LESO program and did not cost anything. They have been used for storage on the Public Works property but will not be moved to the new facility. They are no longer needed and Alexandria PD has expressed a need for them.

These vehicles are 2013 Ford Police Pursuit vehicles (Explorers). Based on recent GovDeals research, if stripped and sold they might sell at most for \$1500-\$2000 each due to their age, mileage and general condition after use as patrol vehicles for at least 10 years. The equipment that would be removed would be mostly likely useless as technology has advanced and these components are no longer manufactured.

Again, based on recent internet searches, if the storage containers were sold they might sell for \$500-\$1000 each as they have some rust thru on the doors and other areas that make them less secure and open to weather intrusion.

Financial Summary:

If sold on GovDeals, the vehicles could possible sell for \$4,500 to \$6,000 and the storage containers could sell for \$1,000 to \$2,000. These possible revenues would not be received by the city if donated to Alexandria. Alexandria has a need for these items and this donation would greatly help their Police Department.

Staff Recommendation:

Staff recommends approval.



Alexandria Police Department

Kenneth D. Smith - Chief of Police

Mailing- P.O. Box 277 Physical Address- 102 High Street

Alexandria, TN 37012

Phone 615-529-2700

Fax 615-529-4345

To: Chief Chris Moews
From: Chief Kenneth Smith
Subject: Surplus Items

We here at the City of Alexandria Police Department are in need of some equipment. I understand that you may have some surplus property that could be donated to our department. We are looking for a couple patrol cars, storage containers and any other equipment or uniforms that you may have available. Any consideration would be greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Kenneth D. Smith". The signature is stylized with a large, looped "K" and "S".

Kenneth D Smith
Chief of Police

RESOLUTION #2024-30

A RESOLUTION TO DONATE SURPLUS POLICE VEHICLES AND STORAGE CONTAINERS TO THE ALEXANDRIA, TENNESSEE POLICE DEPARTMENT.

WHEREAS, the City of La Vergne owns three police vehicles and two storage containers that have been used by, and are in the possession of, the City of La Vergne Police Department; and

WHEREAS, these items been removed from service and pursuant to Resolution #2024-29, they have 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 these police vehicles and storage containers to the Alexandria, Tennessee Police Department 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 Alexandria, Tennessee Police Department 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 these three police vehicles and two storage containers to the Alexandria, Tennessee Police Department pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

RESOLVED this the 5th day of December, 2024.

By _____
Mayor

ATTEST

By _____
City Recorder



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

Item #: 15. **Resolution #2024-31** - A Resolution to Donate Surplus Police Vehicles to the Gordonsville, Tennessee Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Gordonsville Request Letter
 2. Resolution #2024-31

Summary:

This resolution will approve the donation of three surplus police vehicles to the Gordonsville, Tennessee Police Department.

Background Information:

As designated in Resolution #2024-29, three police vehicles have been designated as surplus and are not needed by the City of La Vergne.

Chief Shannon Hunt of the Gordonsville, TN Police Department recently contacted us asking if we had any vehicles or other equipment we could donate to his Department. We have several police vehicles that have been taken out of service due to age, mileage and technology limitations. They would normally be stripped of all emergency equipment and sold. If they were donated to another police agency we would remove radio and computer equipment leaving all other emergency equipment. After their visit they've asked for 3 of these patrol vehicles.

These vehicles are 2013 Ford Police Pursuit vehicles (Explorers). Based on recent GovDeals research, if stripped and sold they might at most sell for \$1500-\$2000 each due to their age, mileage and general condition after use as patrol vehicles for at least 10 years. The equipment that would be removed would be mostly likely useless as technology has advanced and these components are no longer manufactured.

Financial Summary:

If sold on GovDeals, the vehicles could possible sell for \$4,500 to \$6,000. These possible revenues would not be received by the city if donated to Gordonsville. Gordonsville has a need for these items and this donation would greatly help their Police Department.

Staff Recommendation:

Staff recommends approval.

GORDONSVILLE POLICE DEPT.



Chief Of Police

Shannon Hunt

63 EAST MAIN STREET,

GORDONSVILLE TN 38563

615-683-6088

To: Chief Moews – LaVergne Police Dept
LT. Campbell – Laverne Police Dept

From: Chief Shannon Hunt – Gordonsville Police Dept

Subject: Patrol Vehicles

Good afternoon gentlemen. It is my understanding that you may have some surplus patrol vehicles. We are in need of possibly (2) Two if they are available. Any consideration would be greatly appreciated.

Any questions please feel free to contact me.

Thanks in advance.

A handwritten signature in blue ink that reads "Shannon Hunt".

Shannon Hunt – Chief of Police

Gordonsville Police Department

RESOLUTION #2024-31

A RESOLUTION TO DONATE SURPLUS POLICE VEHICLES TO THE GORDONSVILLE, TENNESSEE POLICE DEPARTMENT.

WHEREAS, the City of La Vergne owns three police vehicles that have been used by, and are in the possession of, the City of La Vergne Police Department; and

WHEREAS, these items been removed from service and pursuant to Resolution #2024-29, they have 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 these police vehicles to the Gordonsville, Tennessee Police Department 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 Gordonsville, Tennessee Police Department 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 these three police vehicles to the Gordonsville, Tennessee Police Department pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

RESOLVED this the 5th day of December, 2024.

By _____
Mayor

ATTEST

By _____
City Recorder



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

Item #: 16.A. Beautification and Arts Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding the appointment of a resident to the Beautification and Arts Advisory Committee.

Background Information:

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Vacant (Alfred "Al" Lane)		April 30, 2025
Laura Ward	June 2023	April 30, 2028
Dianne Zahnle	May 2022	April 30, 2026

We have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications. If I do not receive any applications by Thursday, December 5, 2024, I will remove this item from the agenda.

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 16.B. Historical Preservation Advisory Committee. (Appoint Council position; One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding the appointment of a resident to the Historical Preservation Advisory Committee.

Background Information:

Historical Preservation Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Dennis Waldron - Alderman - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Hannah Baker)		December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2027
Tony Vanatta	March 2014	December 31, 2025

The city council position will need to be appointed since Alderman Waldron is no longer on the Board of Mayor and Aldermen.

We also have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media for quite some time, but have not received any applications. If I do not receive any applications by Thursday, December 5, 2024, I will remove this item from the agenda.

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 16.C. La Vergne Housing Authority. (One term expired 11/30/2024)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an informational item regarding an upcoming appointment to the La Vergne Housing Authority.

Background Information:

La Vergne Housing Authority Not a City Board - Appointed by Mayor - 5 Year Terms		
Name	Appointed	Term Expires
Brenda Bryant - President	February 2015	November 30, 2024
Deborah Balthrop - Vice-President	January 2012	November 30, 2026
Barbara McGee - Secretary	March 2019	November 30, 2028
Deborah Harding	November 2023	November 30, 2025
Chuck Isbell	August 2020	November 30, 2027

We have one term that will expire at the end of November. We reached out to Ms. Bryant and she would like to remain on the Housing Authority. We do not have any other applications.

Current Applicant:

- Brenda Bryant

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 16.D. La Vergne Industrial Development Board. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. IDB Application - Jamie Knight

Summary:

This item will appoint a new member to the La Vergne 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
Ross Howard	September 3, 2024	October 1, 2027
Mark Molnar	October 10, 2023	October 1, 2025
Daniel Pazych	October 6, 2020	October 1, 2027

Due to his election as Alderman for the City of La Vergne, Graeme Coates has resigned from the La Vergne Industrial Development Board. We have one applicant at this time.

Current Applicant:

- Jamie Knight

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: <u>Jamie Knight</u>	Cell Phone: <u>[REDACTED]</u>
Address: <u>[REDACTED]</u>	Other Phone: _____
<u>La Vergne, TN 37086</u>	Email Address: <u>[REDACTED]</u>

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	Cheatham County Central High School +	Branell University/Vol. State/Motlow State +	Yes
City, State	Ashland City TN	Goodlettsville, TN/Gallatin TN/Tullahoma TN +	
Years Completed	N/A	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Accounting/Real Estate/Bu +	Yes
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Professional Real Estate Consultant/Business Owner
List any experience that would apply to the Board or Committee you are applying for:	Real Estate Broker-9 yrs Real Estate Instructor Auditor/Cost Accounting Property Manager
Municipal Boards / Committees on which you currently serve:	Beer Board
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	To be an active and productive citizen for the city and growth of La Vergne.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Crystal Jacobs		10	
2	Gary McBee		15	
3	Nikki Bullock		7	

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: 11/25/2024

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

JAMIE KNIGHT

EXPERIENCE

2008 to Present House Realty, LLC La Vergne, TN

Real Estate Broker/Owner

- Oversee the daily operations and finances of my real estate office
- Manage, Educate and assist 12+ Real Estate Agents
- Manage and disburse commission payments
- Maintain accounting system. (Quickbooks)
- Ensure all Tennessee Real Estate Commission documents are compliant.

2018 to Present The Real Estate Academy La Vergne, TN

Instructor/Owner

- Teach Principles of Real Estate, TN 30 Hour Course for New Affiliates
- Maintain current online courses
- Upload and print certificate information to PSI

2018 to Present House Properties La Vergne, TN

Owner

- Manage 10 rental properties
 - Marketing for properties
 - Process monthly reconciliations and prepare owner P & L statements.
- Handle all tenant issues and oversee repairs as needed.

2023 to Present The Venue, LLC La Vergne, TN

Owner

- Oversee daily operations and scheduling of events and oversee all financials

EDUCATION

2018 Arello Certified

- Course Instructor

2018 Certified Distance Education Instructor

- Course Instructor

2015 Continuing Learning Institute Nashville, TN

- Broker Course

2008 Motlow State Community College Lynchburg, TN

- Affiliate Broker Course

1993 Branell Institute Goodlettsville, TN

- Associates Degree, Accounting

Additional Courses Taken

2000 Motlow State Community College Lynchburg, TN

- Cost Accounting

1997 Volunteer State Community College Gallatin, TN

- Accounting II



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

Item #: 16.E. Library Board. (Appoint City Council position; **FYI** - Two terms expire 12/31/24.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This item will appoint member(s) to the Library Board.

Background Information:

Library Board Appointed by City Council - 3 Year Terms		
Name	Appointed	Term Expires
Carissa Benton - Chairman	November 2022	December 31, 2024
Dr. Martin Burgess - Vice-Chairman	December 2021	December 31, 2026
Leslie Ballard	February 2023	December 31, 2025
Jason Cole - BOMA position	December 2022	December 31, 2024
Rene Cruz	February 2024	December 31, 2026
Kayla Koester	January 2023	December 31, 2025
Lacey Lantz	February 2023	December 31, 2025

Mayor Cole has requested to come off of the Library Board. Another city council member needs to be reappointed to his position.

Also, as an FYI, we have two positions that will expire at the end of December 2024 - Carissa Benton and Jason Cole. Those positions will not be on the agenda for the December meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 16.F. Planning Commission. (Appoint Council position; One term is vacant; FYI - One term expires 12/31/24.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This item will appoint member(s) to the Planning Commission.

Background Information:

Planning Commission Appointed by Mayor - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin, Jr. - Chairman	October 2010	October 31, 2025
Jason Cole - BOMA position - Vice-Chairman	November 2018	Term of Office
Graeme Coates - Secretary	December 2022	December 31, 2024
Terry Coleman	July 2021	October 31, 2027
Carol Haas - BOMA position	December 2022	Term of Office
Jim Hesemann	November 2021	October 31, 2025
Mark Molnar	December 2022	December 31, 2024

Alderman Carol Haas has requested to come off of the Planning Commission. Another city council member needs to be reappointed to her position.

Also, as an FYI, we have one position that will expire at the end of December 2024 - Graeme Coates. This position will not be on the agenda for the December meeting. We do not have any applications at this time.

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 16.G. Stormwater Appeals and Advisory Board. (Appoint Council position; FYI - Two terms expire 12/31/24.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This item will appoint member(s) to the Stormwater Appeals and Advisory Board.

Background Information:

Stormwater Appeals and Advisory Board Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin, Jr. - Chairman	May 2008	December 31, 2025
Ashley Bruley	March 2024	December 31, 2026
Lee Hoagland	April 2024	December 31, 2027
Stacy Lanker	May 2024	December 31, 2024
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

The Board needs to appoint another city council position since Aldermen Waldron is no longer on the Board.

Also, as an FYI, we have two terms that will expire at the end of December 2024 - Stacy Lanker and Mary Jane Skinner. We will get in touch with them to see if they would like to stay on this board. This portion will not be on the agenda for the December meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 16.H. **FYI - Beer Board.** (One term expires 12/31/2024.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This item will appoint member(s) to the Beer Board.

Background Information:

Beer Board Appointed by Mayor - 4 Year Terms		
Name	Appointed	Term Expires
Jennifer Maxey - Chairman	August 2020	December 31, 2025
Kevin Oliver - Vice-Chairman	August 2022	December 31, 2026
Dana Blair	November 1994	December 31, 2024
Jamie Knight	February 2024	December 31, 2027
Becky Pollock	July 2021	December 31, 2026

This is just an FYI that the term for Dana Blair will expire at the end of December. We will get in touch with him to see if he wishes to stay on the Beer Board. We will start advertising the position on Channel 3 and Social Media. This will not be on the agenda for the December meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A



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

Item #: 17. Discussion - Board of Mayor and Aldermen Meeting Times.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is a discussion item to see if the Board of Mayor and Aldermen would like to adjust workshop and meeting start times.

Background Information:

Currently, the Board starts regular monthly workshops at 6:30 p.m. and regular monthly meetings at 7:00 p.m. We have adjusted several other committees to earlier meeting times so that staff does not have to stay for as many late meetings. The mayor can set the start times for workshops, but the start time for the regular monthly meetings is in a section of the municipal code that would have to be amended by Ordinance if the Board wishes to move that start time.

Financial Summary:

Earlier start times would reduce the amount of overtime paid to any hourly employees. It would also reduce the number of meals that are provided for board members and city staff on those evenings.

Staff Recommendation:

N/A - Discussion item for the Board.



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

Item #: 18. Motion to Approve the 2025 Meeting and Holiday Calendar.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. 2025 Meeting Calendar
2. 2025 Meeting Calendar - Alternate

Summary:

This item will approve the meeting and holiday calendar for 2025.

Background Information:

There are two calendars attached. The first is the normal 2025 calendar that includes all current boards and committees. The second, alternate 2025 calendar removes the committees that are being proposed for consolidation as well as possible earlier meeting times for the BOMA workshops and meetings - if so desired by the Board.

Financial Summary:

N/A

Staff Recommendation:

N/A

January 2025

January 2025							February 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 25 Offices Closed - New Years Day	2 6:30pm MA Workshop	3	4
5	6 2:00pm LEPC Meeting	7 7:00pm MA Meeting	8 5:00pm Housing Authority Meeting	9 6:30pm Economic Development Advisory Meeting	10	11
12	13 5:00pm Library Board Meeting	14 5:30pm PC Workshop	15	16 6:00pm Beer Board Meeting	17	18
19	20 Martin Luther King, Jr. Celebration Offices Closed - MLK Jr. Day	21 5:00pm MA Agenda Deadline	22	23	24	25
26	27 2:00pm BOZA/PC Deadlines 5:00pm Parks & Recreation Advisory Meeting	28 5:30pm BOZA Meeting 6:00pm PC Meeting	29	30 4:00pm Beer Board Deadline 6:30pm MA Workshop	31	Feb 1

February 2025

February 2025							March 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	2	3	4	5	6	7	1
9	10	11	12	13	14	8	9	10	11	12	13	14	8
16	17	18	19	20	21	15	16	17	18	19	20	21	15
23	24	25	26	27	28	22	23	24	25	26	27	28	22
							30	31					29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1 Father-Daughter Dance
2	3 5:00pm Stormwater Appeals Meeting	4 7:00pm MA Meeting	5	6	7	8
9	10	11 5:30pm PC Workshop	12 5:00pm Housing Authority Meeting	13	14	15
16	17 5:00pm MA Agenda Deadline 6:00pm Greenway Advisory Meeting	18	19	20 6:00pm Beer Board Meeting	21	22
23	24 2:00pm BOZA/PC Deadlines	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 4:00pm Beer Board Deadline 6:30pm MA Workshop	28	Mar 1

March 2025

March 2025							April 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 23	24	25	26	27	28	Mar 1
2	3	4 7:00pm MA Meeting	5	6	7	8
9	10 5:00pm Library Board Meeting	11 5:30pm PC Workshop	12 5:00pm Housing Authority Meeting	13	14	15
16	17 5:00pm MA Agenda Deadline 5:00pm Parks & 6:00pm Historical	18	19	20 6:00pm Beer Board Meeting	21	22
23	24	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 4:00pm Beer Board Deadline 6:30pm MA Workshop	28	29
30	31 2:00pm BOZA/PC Deadlines	Apr 1	2	3	4	5

April 2025

April 2025							May 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	4	5	6	7	1	2	3
13	14	8	9	10	11	12	11	12	13	14	15	16	17
20	21	15	16	17	18	19	18	19	20	21	22	23	24
27	28	22	23	24	25	26	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 30	31	Apr 1 7:00pm MA Meeting	2	3	4	5
6	7 2:00pm LEPC Meeting	8	9 5:00pm Housing Authority Meeting	10 6:30pm Economic Development Advisory Meeting	11	12 10:00am Easter Drive-Thru
13	14	15 5:30pm PC Workshop	16	17 6:00pm Beer Board Meeting	18 Offices Closed - Good Friday	19
20	21 5:00pm MA Agenda Deadline 6:00pm Beautification and Arts Advisory Meeting	22	23	24 4:00pm Beer Board Deadline	25	26 11:00am Block Party / Touch-A-Truck
27	28 2:00pm BOZA/PC Deadlines	29 5:30pm BOZA Meeting 6:00pm PC Meeting	30	May 1	2	3

May 2025

May 2025							June 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 27	28	29	30	May 1 6:30pm MA Workshop	2	3
4	5	6 7:00pm MA Meeting	7	8	9	10
11	12 5:00pm Library Board Meeting	13 5:30pm PC Workshop	14 5:00pm Housing Authority Meeting	15 6:00pm Beer Board Meeting	16	17
18	19 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory 6:00pm Greenway Advisory Meeting	20	21	22	23	24
25	26 Offices Closed - Memorial Day	27 2:00pm BOZA/PC Deadlines 5:30pm BOZA Meeting 6:00pm PC Meeting	28	29 4:00pm Beer Board Deadline 6:30pm MA Workshop	30	31

June 2025

June 2025							July 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 1	2	3 7:00pm MA Meeting	4	5	6	7
8	9	10 5:30pm PC Workshop	11 5:00pm Housing Authority Meeting	12	13	14
15	16 5:00pm MA Agenda Deadline	17 6:00pm Beer Board Meeting	18	19 Offices Closed - Juneteenth	20	21
22	23	24 5:30pm BOZA Meeting 6:00pm PC Meeting	25	26 4:00pm Beer Board Deadline 6:30pm MA Workshop	27	28
29	30 2:00pm BOZA/PC Deadlines	Jul 1	2	3	4	5

July 2025

July 2025							August 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	15	16
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30
		29	30	31			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 29	30	Jul 1 7:00pm MA Meeting	2	3	4 Offices Closed - Independence Day 6:00pm Independence Day Celebration	5
6	7 2:00pm LEPC Meeting	8	9 5:00pm Housing Authority Meeting	10 6:30pm Economic Development Advisory Meeting	11	12
13	14 5:00pm Library Board Meeting	15 5:30pm PC Workshop	16	17 6:00pm Beer Board Meeting	18	19
20	21 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory Meeting	22	23	24	25	26
27	28 2:00pm BOZA/PC Deadlines	29 5:30pm BOZA Meeting 6:00pm PC Meeting	30	31 4:00pm Beer Board Deadline 6:30pm MA Workshop	Aug 1	2

August 2025

August 2025							September 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	7	1	2	3	4	5	6
10	11	12	13	14	8	9	14	8	9	10	11	12	13
17	18	19	20	21	15	16	21	15	16	17	18	19	20
24	25	26	27	28	22	23	28	22	23	24	25	26	27
31					29	30		29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 27	28	29	30	31	Aug 1	2
3	4 5:00pm Stormwater Appeals Meeting	5 7:00pm MA Meeting	6	7	8	9
10	11	12 5:30pm PC Workshop	13 5:00pm Housing Authority Meeting	14	15	16
17	18 5:00pm MA Agenda Deadline 6:00pm Greenway Advisory Meeting	19	20	21 6:00pm Beer Board Meeting	22 8:00pm Howl at the Moon 5K	23
24	25	26 5:30pm BOZA Meeting 6:00pm PC Meeting	27	28 4:00pm Beer Board Deadline 6:30pm MA Workshop	29	30
31	Sep 1	2	3	4	5	6

September 2025

September 2025							October 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	8	9	10	11
21	15	16	17	18	19	20	19	20	21	15	16	17	18
28	22	23	24	25	26	27	26	27	28	22	23	24	25

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 31	Sep 1 Offices Closed - Labor Day	2 2:00pm BOZA/PC Deadlines 7:00pm MA Meeting	3	4	5	6
7	8 5:00pm Library Board Meeting	9	10 5:00pm Housing Authority Meeting	11	12	13
14	15 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory 6:00pm Historical Preservation Advisory	16 5:30pm PC Workshop	17	18 6:00pm Beer Board Meeting	19 Fall Festival	20 Fall Festival
21	22	23	24	25 4:00pm Beer Board Deadline	26	27
28	29 2:00pm BOZA/PC Deadlines	30 5:30pm BOZA Meeting 6:00pm PC Meeting	Oct 1	2	3	4

October 2025

October 2025							November 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30						29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 28	29	30	Oct 1	2 6:30pm MA Workshop	3	4
5	6 2:00pm LEPC Meeting	7 National Night Out	8 5:00pm Housing Authority Meeting	9 6:30pm Economic Development Advisory Meeting 7:00pm MA Meeting	10	11
12	13	14 5:30pm PC Workshop	15	16 6:00pm Beer Board Meeting	17	18
19	20 5:00pm MA Agenda Deadline 6:00pm Beautification and Arts Advisory Meeting	21	22	23	24	25 Goblins & Goodies / Zombie Dance
26	27 2:00pm BOZA/PC Deadlines	28 5:30pm BOZA Meeting 6:00pm PC Meeting	29	30 4:00pm Beer Board Deadline 6:30pm MA Workshop	31	Nov 1

November 2025

November 2025							December 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 26	27	28	29	30	31	Nov 1
2	3	4 7:00pm MA Meeting	5	6	7	8
9	10 5:00pm Library Board Meeting	11 Offices Closed - Veterans Day 11:00am Veterans Day Ceremony	12 5:00pm Housing Authority Meeting	13 5:30pm PC Workshop	14	15
16	17 5:00pm MA Agenda Deadline 5:00pm Parks & 6:00pm Greenway	18	19	20 6:00pm Beer Board Meeting	21	22
23	24	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 Offices Closed - Thanksgiving	28 Offices Closed - Thanksgiving	29
30	Dec 1	2	3	4	5	6

December 2025

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1 4:00pm Beer Board Deadline	2 6:30pm MA Workshop	3	4 7:00pm MA Meeting	5	6 Parade of Lights / Winter Festival
7	8	9	10 5:00pm Housing Authority Meeting	11	12	13
14	15 5:00pm MA Agenda Deadline	16	17	18 6:00pm Beer Board Meeting	19	20
21	22	23	24 Offices Closed - Christmas Eve	25 Offices Closed - Christmas	26 4:00pm Beer Board Deadline	27
28	29 2:00pm BOZA/PC Deadlines	30	31	Jan 1, 26	2	3

January 2025

Alternate Calendar

January 2025							February 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 25 Offices Closed - New Years Day	2 5:30pm MA Workshop	3	4
5	6 2:00pm LEPC Meeting	7 6:00pm MA Meeting	8 5:00pm Housing Authority Meeting	9	10	11
12	13 5:00pm Library Board Meeting	14 5:30pm PC Workshop	15	16 6:00pm Beer Board Meeting	17	18
19	20 Martin Luther King, Jr. Celebration Offices Closed - MLK Jr. Day	21 5:00pm MA Agenda Deadline	22	23	24	25
26	27 2:00pm BOZA/PC Deadlines 5:00pm Parks & Recreation Advisory Meeting	28 5:30pm BOZA Meeting 6:00pm PC Meeting	29	30 4:00pm Beer Board Deadline 5:30pm MA Workshop	31	Feb 1

February 2025

Alternate Calendar

February 2025							March 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1 Father-Daughter Dance
2	3 5:00pm Stormwater Appeals Meeting	4 6:00pm MA Meeting	5	6	7	8
9	10	11 5:30pm PC Workshop	12 5:00pm Housing Authority Meeting	13	14	15
16	17 5:00pm MA Agenda Deadline	18	19	20 6:00pm Beer Board Meeting	21	22
23	24 2:00pm BOZA/PC Deadlines	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 4:00pm Beer Board Deadline 5:30pm MA Workshop	28	Mar 1

March 2025

Alternate Calendar

March 2025							April 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 23	24	25	26	27	28	Mar 1
2	3	4 6:00pm MA Meeting	5	6	7	8
9	10 5:00pm Library Board Meeting	11 5:30pm PC Workshop	12 5:00pm Housing Authority Meeting	13	14	15
16	17 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory	18	19	20 6:00pm Beer Board Meeting	21	22
23	24	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 4:00pm Beer Board Deadline 5:30pm MA Workshop	28	29
30	31 2:00pm BOZA/PC Deadlines	Apr 1	2	3	4	5

April 2025

Alternate Calendar

April 2025							May 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	4	5	6	7	1	2	3
13	14	8	9	10	11	12	11	12	13	14	15	16	17
20	21	15	16	17	18	19	18	19	20	21	22	23	24
27	28	22	23	24	25	26	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 30	31	Apr 1 6:00pm MA Meeting	2	3	4	5
6	7 2:00pm LEPC Meeting	8	9 5:00pm Housing Authority Meeting	10	11	12 10:00am Easter Drive-Thru
13	14	15 5:30pm PC Workshop	16	17 6:00pm Beer Board Meeting	18 Offices Closed - Good Friday	19
20	21 5:00pm MA Agenda Deadline 6:00pm Beautification and Arts Advisory Meeting	22	23	24 4:00pm Beer Board Deadline	25	26 11:00am Block Party / Touch-A-Truck
27	28 2:00pm BOZA/PC Deadlines	29 5:30pm BOZA Meeting 6:00pm PC Meeting	30	May 1	2	3

May 2025

Alternate Calendar

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 27	28	29	30	May 1 5:30pm MA Workshop	2	3
4	5	6 6:00pm MA Meeting	7	8	9	10
11	12 5:00pm Library Board Meeting	13 5:30pm PC Workshop	14 5:00pm Housing Authority Meeting	15 6:00pm Beer Board Meeting	16	17
18	19 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory Meeting	20	21	22	23	24
25	26 Offices Closed - Memorial Day	27 2:00pm BOZA/PC Deadlines 5:30pm BOZA Meeting 6:00pm PC Meeting	28	29 4:00pm Beer Board Deadline 5:30pm MA Workshop	30	31

June 2025

Alternate Calendar

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 1	2	3 6:00pm MA Meeting	4	5	6	7
8	9	10 5:30pm PC Workshop	11 5:00pm Housing Authority Meeting	12	13	14
15	16 5:00pm MA Agenda Deadline	17 6:00pm Beer Board Meeting	18	19 Offices Closed - Juneteenth	20	21
22	23	24 5:30pm BOZA Meeting 6:00pm PC Meeting	25	26 4:00pm Beer Board Deadline 5:30pm MA Workshop	27	28
29	30 2:00pm BOZA/PC Deadlines	Jul 1	2	3	4	5

July 2025

Alternate Calendar

July 2025							August 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	15	16
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30
		29	30	31			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 29	30	Jul 1 6:00pm MA Meeting	2	3	4 Offices Closed - Independence Day 6:00pm Independence Day Celebration	5
6	7 2:00pm LEPC Meeting	8	9 5:00pm Housing Authority Meeting	10	11	12
13	14 5:00pm Library Board Meeting	15 5:30pm PC Workshop	16	17 6:00pm Beer Board Meeting	18	19
20	21 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory Meeting	22	23	24	25	26
27	28 2:00pm BOZA/PC Deadlines	29 5:30pm BOZA Meeting 6:00pm PC Meeting	30	31 4:00pm Beer Board Deadline 5:30pm MA Workshop	Aug 1	2

August 2025

Alternate Calendar

August 2025							September 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	7	1	2	3	4	5	6
10	11	12	13	14	8	9	14	8	9	10	11	12	13
17	18	19	20	21	15	16	21	15	16	17	18	19	20
24	25	26	27	28	22	23	28	22	23	24	25	26	27
31					29	30		29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 27	28	29	30	31	Aug 1	2
3	4 5:00pm Stormwater Appeals Meeting	5 6:00pm MA Meeting	6	7	8	9
10	11	12 5:30pm PC Workshop	13 5:00pm Housing Authority Meeting	14	15	16
17	18 5:00pm MA Agenda Deadline	19	20	21 6:00pm Beer Board Meeting	22 8:00pm Howl at the Moon 5K	23
24	25	26 5:30pm BOZA Meeting 6:00pm PC Meeting	27	28 4:00pm Beer Board Deadline 5:30pm MA Workshop	29	30
31	Sep 1	2	3	4	5	6

September 2025

Alternate Calendar

September 2025							October 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	15	16	17	18
21	15	16	17	18	19	20	19	20	21	22	23	24	25
28	22	23	24	25	26	27	26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 31	Sep 1 Offices Closed - Labor Day	2 2:00pm BOZA/PC Deadlines 6:00pm MA Meeting	3	4	5	6
7	8 5:00pm Library Board Meeting	9	10 5:00pm Housing Authority Meeting	11	12	13
14	15 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory Meeting	16 5:30pm PC Workshop	17	18 6:00pm Beer Board Meeting	19 Fall Festival	20 Fall Festival
21	22	23	24	25 4:00pm Beer Board Deadline	26	27
28	29 2:00pm BOZA/PC Deadlines	30 5:30pm BOZA Meeting 6:00pm PC Meeting	Oct 1	2	3	4

October 2025

Alternate Calendar

October 2025							November 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30						29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 28	29	30	Oct 1	2 5:30pm MA Workshop	3	4
5	6 2:00pm LEPC Meeting	7 National Night Out	8 5:00pm Housing Authority Meeting	9 6:00pm MA Meeting	10	11
12	13	14 5:30pm PC Workshop	15	16 6:00pm Beer Board Meeting	17	18
19	20 5:00pm MA Agenda Deadline 6:00pm Beautification and Arts Advisory Meeting	21	22	23	24	25 Goblins & Goodies / Zombie Dance
26	27 2:00pm BOZA/PC Deadlines	28 5:30pm BOZA Meeting 6:00pm PC Meeting	29	30 4:00pm Beer Board Deadline 5:30pm MA Workshop	31	Nov 1

November 2025

Alternate Calendar

November 2025							December 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 26	27	28	29	30	31	Nov 1
2	3	4 6:00pm MA Meeting	5	6	7	8
9	10 5:00pm Library Board Meeting	11 Offices Closed - Veterans Day 11:00am Veterans Day Ceremony	12 5:00pm Housing Authority Meeting	13 5:30pm PC Workshop	14	15
16	17 5:00pm MA Agenda Deadline 5:00pm Parks & Recreation Advisory	18	19	20 6:00pm Beer Board Meeting	21	22
23	24	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 Offices Closed - Thanksgiving	28 Offices Closed - Thanksgiving	29
30	Dec 1	2	3	4	5	6

December 2025

Alternate Calendar

December 2025							January 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1 4:00pm Beer Board Deadline	2 5:30pm MA Workshop	3	4 6:00pm MA Meeting	5	6 Parade of Lights / Winter Festival
7	8	9	10 5:00pm Housing Authority Meeting	11	12	13
14	15 5:00pm MA Agenda Deadline	16	17	18 6:00pm Beer Board Meeting	19	20
21	22	23	24 Offices Closed - Christmas Eve	25 Offices Closed - Christmas	26 4:00pm Beer Board Deadline	27
28	29 2:00pm BOZA/PC Deadlines	30	31	Jan 1, 26	2	3