

WORKSHOP AGENDA

Board of Mayor and Aldermen

December 1, 2022 @ 6:30 PM

For the December 6, 2022 Regular Meeting @ 7:00 p.m.

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

ORDER OF BUSINESS

1. Oath of Office Ceremonies - Mayor Jason Cole, Alderman Carol Haas, and Alderman Kara Hobbs. (Meeting only.)
2. Approve Minutes: November 1, 2022 Regular Meeting
3. Presentations
 - A. Certificates of Appreciation. (Meeting only.)
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #2022-24** - An Ordinance to Amend the Fiscal Year 2022-2023 Fire Impact Fee Fund Budget.
6. Second Reading - **Ordinance #2022-25** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

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

7. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Bid Amendment - Asphalt Paving - Hawkins Asphalt Paving, LLC.

- B. Approve Renewal of the Cooperation with Civilian Law Enforcement Officials Agreement with the Department of the Navy, Naval Surface Warfare Center for Equipment to be Used by the Police Department.
- C. Authorize Chief Davis to sign an Addendum to the Law Enforcement Support Office Program State Plan of Operation.
- D. Approve Agreement for Engineering Services from CTI for the Sub-basin Master Plan Agreement for the East Hurricane Creek Drainage Basin.
- E. Approve Contract with Nashville Party Authority for DJ Services at the Father-Daughter Dance on February 4, 2023 at the Multi-Purpose Building.
- F. Approve a grant contract with the State of Tennessee Library and Archives for the purchase of computers for the library.
- G. Approve Amendment with CTI Engineers for General Consultation Services Regarding New Hourly Rates.
- H. Approve Amended Streetlighting Agreement with Path Company and Middle Tennessee Electric Membership Corporation for the Installation of LED Street Lights.
- I. Approve Third Amendment to the Purchase and Sale Agreement with Trinidad/Benham Corp., for the Purchase of the Public Works Facility Located at 148 International Blvd.
- J. Approve Vendor Agreement for Participation in the Low Income Household Water Assistance Program with Mid-Cumberland Community Action Agency.
- K. Approve Meeting Calendar for 2023.

NEW BUSINESS

- 8. **Resolution #2022-26** - 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.
- 9. **Resolution #2022-27** - A Resolution to Donate Surplus Stop Sticks to Weakley County Sheriff's Office.
- 10. **Resolution #2022-28** - A Resolution to Authorize City Officials and Employees to Take Such Action as They Deem Appropriate to Enforce the Bid Bond Submitted by Fellowship Construction, Inc., and Issued by Ohio Farmers / Westfield Insurance Company.
- 11. **Appoint or Remove Board / Committee Members**
 - A. Beautification and Arts Advisory Committee. (Appoint Alderman position; One term is vacant.)
 - B. Economic Development Advisory Committee. (Appoint Alderman position.)
 - C. Greenway Advisory Committee. (Appoint Alderman position; FYI - One term expires 12/31/22.)

- D. La Vergne Housing Authority. (One term expired 11/30/22.)
- E. Library Board. (Appoint Alderman position; FYI - Three terms expire 12/31/22.)
- F. Local Emergency Planning Committee. (Appoint Alderman position; FYI - Five terms expire 12/31/22.)
- G. Parks & Recreation Advisory Committee. (One term vacant; FYI - One term expires 12/31/22.)
- H. Planning Commission. (Appoint Alderman position.)
- I. Senior Citizens Advisory Committee. (One term vacant.)
- J. FYI - Beer Board. (Two terms expire 12/31/22.)
- K. FYI - Historical Preservation Advisory Committee. (One term expires 12/31/22.)
- L. FYI - Stormwater Appeals and Advisory Board. (Two terms expire 12/31/22.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON NOVEMBER 1, 2022 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The November 1, 2022 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Graeme Coates, and Alderman Magen Honeycutt.

Alderman Dennis Waldron was absent.

A prayer was led by Vice-Mayor Steve Noe. The Pledge of Allegiance was led by Dr. Bill Burns.

ORDER OF BUSINESS

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

A motion, made by Alderman Honeycutt, seconded by Alderman Coates, to approve the minutes of the October 6, 2022 Regular Meeting, was adopted with all voting AYE.

2. Department Reports:

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

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

C. Parks & Recreation Department. Mr. David McGowen gave the report for the Parks & Recreation Department.

D. Library. Ms. Donna Bebout gave the report for the Library Department.

E. Finance. Ms. Tonya Williams gave the report for the Finance Department.

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

OLD BUSINESS**3. Second Reading - Ordinance #2022-23 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.**

A motion, made by Alderman Coates, seconded by Alderman Honeycutt, to approve Ordinance #2022-23 on second reading, was adopted with all voting AYE.

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

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

- 1) GSA Contract Purchase – Emergency Equipment for Four Undercover Vehicles
- 2) Sole Source Purchase – Personal Protective Equipment for the Fire Department
- 3) Sourcewell Contract Purchase – Fork Lift for Public

B. Approve Quote and Statement of Work for Motorola GIS Managed Service Plus System**C. Approve League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association****D. Ratify the Approval of Change Order #1 for the Industrial Blvd. Sewer Expansion Project****E. Ratify the Approval of the First Amendment and Second Amendment to the Purchase and Sale Agreement with Trinidad/Benham Corp., for the Purchase of the Public Works Facility Located at 148 International Blvd****F. Approve the Renewal of the Employee Benefits Package for 2023**

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

NEW BUSINESS**5. First Reading - Ordinance #2022-24 - An Ordinance to Amend the Fiscal Year 2022-2023 Fire Impact Fee Fund Budget.**

A motion, made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2022-24 on first reading, was adopted with all voting AYE.

6. First Reading - Ordinance #2022-25 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

A motion, made by Alderman Honeycutt, seconded by Vice-Mayor Noe, to approve Ordinance #2022-25 on first reading, was adopted with all voting AYE.

7. Resolution #2022-25 - A Resolution to Amend the Employee Handbook.

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve Resolution #2022-25, was adopted with all voting AYE.

8. Motion to Approve a Tender and Completion Agreement with United States Fire Insurance Company for the Completion of the 24" Water Main Project from the Stones River Roundabout to the Water Treatment Plant.

A motion, made by Alderman Coates, seconded by Alderman Honeycutt, to approve a tender and completion agreement with United States Fire Insurance Company for the completion of the 24" water main project as recommended, was adopted with all voting AYE.

9. Motion to Approve a Letter of Intent from PG Stones River Partners for the Purchase of 169 Stones River Road - Fire Station #41.

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve the letter of intent from PG Stones River Partners for the purchase of 169 Stones River Road, Fire Station #41, was adopted with all voting AYE.

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

A motion, made by Alderman Honeycutt, seconded by Vice-Mayor Noe, to approve the rental agreement with LifePoint Church, was adopted all voting AYE.

**11. Appoint or Remove Board / Committee Members:
A. Library Board. (One term is vacant.)**

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to appoint Carissa Benton to the Library Board, was adopted with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Honeycutt thanked the Board and City staff for all their hard work. She made comments about her time on the Board and stated that it was a pleasure to serve the

community. She also made comments about the election.

Alderman Coates thanked the Police department and made comments about Veterans Day. He also made comments about the election and encouraged everyone to vote.

Vice-Mayor Noe thanked Chief Beasley for coming to the Halloween party. He thanked Alderman Honeycutt for her time on the Board.

Mayor Cole thanked Chief Davis and the Police Department for all they did on Halloween night. He made comments about his last four years as Mayor and reminded everyone to vote. He also spoke about the new digital cookbook on the City website available to download.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:34 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

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

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Ordinance #2022-24

Summary:

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

Background Information:

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

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2022-24

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

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

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

Increased Expenditures for account number:

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

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

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2022-25

Summary:

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

Background Information:

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

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2022-25

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

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

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

Increased Expenditures for account number:

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Bid Amendment - Asphalt Paving - Hawkins Asphalt Paving, LLC.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Price Adjustment Request

Summary:

This is a request from Hawkins Asphalt Paving, LLC to amend their bid for Asphalt Paving due to price increases.

Background Information:

In August 2021, Hawkins Asphalt Paving, LLC was awarded the bid for Asphalt Paving. They are requesting that the contract price of BM mix go up from \$79.00 per ton at the basic bituminous index to \$93.00 per ton and for CW mix to go up from \$81.00 per ton to \$95.00 per ton. The request is due to their cost increase in haul rates, plant materials, labor and fuel. If the board approves, the new costs will go into effect immediately. If the board denies, then we will need to rebid the Asphalt Paving.

Financial Summary:

The cost for BM mix would go up from \$79.00 per ton at the basic bituminous index to \$93.00 per ton. The cost for CW mix would go up from \$81.00 per ton to \$95.00 per ton.

Staff Recommendation:

Staff recommends approval.



Hawkins Asphalt Paving LLC

P.O. Box 292
6015 Hwy 64 E
Wartrace, TN 37018
Phone 931-389-9671

November 3, 2022

Tennessee Department of Transportation
Attn: Melissa Cannon, District Operations Supervisor
2103 Fayetteville Highway
Belfast, TN 37019

RE: City of LaVergne Paving Contract

Subject: Cost Increases

Dear Mr. Dietz

Hawkins Asphalt Paving, LLC requests a change in the contract amount of asphalt per ton. The current contract price of BM mix is \$79.00 per ton at the basic bituminous index, and for CW it is \$81.00 per ton. We propose that the contract prices are changed to \$93.00 per ton for BM mix, and \$95.00 per ton for CW. This request is due to the fact that in the last year haul rates have increase by 29.5 %, plant materials by 25% (not including bituminous material), labor by 25%, and fuel by 45%. We hope we can work together to make this happen. Hawkins truly values the work this contract supplies and has enjoyed working for the City of Lavergne. If you have any questions let me know.

Sincerely,

Nolen Spencer
Hawkins Asphalt Paving, LLC



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve Renewal of the Cooperation with Civilian Law Enforcement Officials Agreement with the Department of the Navy, Naval Surface Warfare Center for Equipment to be Used by the Police Department.

Department: Police

Presented By: Burrel Davis

Item Attachments: 1. Navy Contract

Summary:

This agreement is between the Department of the Navy and the La Vergne Police Department to enter into this cooperative agreement for night vision goggles.

Background Information:

The La Vergne Police Department S.W.A.T. Team utilizes night vision goggles in situations where low or no light is available or in situations where using lights would jeopardize the mission and place officers in an unsafe environment.

Financial Summary:

The cost for the night vision goggles is \$6,000.

Staff Recommendation:

Staff recommends approval.



Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCraneINST 5700.1A

DISTRIBUTION B. Distribution authorized to U.S. Government Agencies; Administrative Use; 25 Oct 16. Other request for this document shall be referred to NSWC Crane, 300 Highway 361, Code JXQS, Crane, IN 47522.

1a. Federal/State/Local Law Enforcement Agency Name:

LA VERGNE POLICE DEPARTMENT

1b. Agency Mailing Address:

**5093 MURFREESBORO ROAD
LA VERGNE,**

State: **TENNESSEE**

Zip Code: **37086**

2. Agreement Number: **N00164LE1108-22**

3. Agreement Start/Renewal Date: **DEC 17, 2022**

4. Agreement Termination Date: **DEC 17, 2023**

5. Estimated Total Cost (See paragraph III Terms and Conditions below: **\$6,000.00**

7. Statement of Supplies to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-7B, Night Vision Goggle, NSN: 5855-01-228-0937, Replacement Value \$3,000 Each	20	\$300.00	\$6,000.00
Serial Numbers: 65232; 000155; 00871; 000002; 00865; C0235; 000067; 11206; 00856; 34448B;			
04351; 000060; 71757; 62237; 65260; 72808; CB2006; 0379; 61767; X000		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
Total			\$6,000.00

8. Points of Contact

Federal/State/Local Law Enforcement Agency Official (Name):

CHIEF BURREL DAVIS II AND MAYOR JASON COLE

Phone: **(615) 793-7744** POC: **SGT. JOHN EUBANK**

Fax: **(615) 793-7794** **(615) 892-0161**

Email: **jeubank@laveragnetn.gov**

Government Law Enf Electro-Optics Loan Program Manager (Name):

Scott Arthur

Phone: **812-854-6650**

Fax: **812-854-8559**

Email: **scott.arthur@navy.mil**

Government Law Enf Electro-Optics Loan Program Assistant (Name):

Debbie Owens, CTR

Phone: **812-854-4439**

Fax: **812-854-8559**

Email: **debbie.owens.ctr@navy.mil**

Government Law Enf Electro-Optics Loan Program Assistant (Name):

Phone:

Fax:

Email:

I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between LA VERGNE POLICE DEPARTMENT, hereinafter referred to as Federal/State/Local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as NAVSURFWARCENDIV Crane. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and NAVSURFWARCENDIV Crane Instruction 5700.1, Subj: "Law Enforcement Electro-Optics Loan Program". The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is **12 Months** from the date of execution.

III. ESTIMATED COST AND FUNDING

A. With respect to State/Local law enforcement agencies, NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment prior to receipt of said equipment. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for loaning the equipment is: **\$6,000.00**

C. Amounts actually charged the Federal/State/Local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R (DoD FMR) and any applicable local instruction.

D. The Federal/State/Local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, NAVSURFWARCENDIV Crane will notify the Federal/State/Local law enforcement agency of the additional funding required. The Federal/State/Local law enforcement agency shall provide NAVSURFWARCENDIV Crane the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by NAVSURFWARCENDIV Crane. Failure of the Federal/State/Local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. With respect to state and local agencies, upon conclusion of performance, NAVSURFWARCENDIV Crane will reconcile the State/Local law enforcement agency's account to determine actual charges. The NAVSURFWARCENDIV Crane will refund any balance due on the Agreement to the State/Local law enforcement agency. With respect to federal agencies, NAVSURFWARCENDIV Crane will reconcile the obligation status of the Federal law enforcement agency's funds as required by the DoD FMR and, if necessary, deobligate unused funds as required by the Economy Act (31 U.S.C. § 1535) and the DoD FMR. Nothing in this Agreement shall give the Federal/State/Local law enforcement agency the right to audit the books of NAVSURFWARCENDIV Crane.

D. [Federal agencies only] This Agreement does not document the obligation of funds between the Parties. Any obligation of funds will be accomplished using the appropriate funding document of the Federal law enforcement agency. The obligation of funds is subject to the availability of appropriated funds and shall be in accordance with the DoD FMR.

IV. METHOD OF PAYMENT

[State/Local agencies] Checks should be made payable to: "NAVSURFWARCENDIV Crane" and shall include Agreement number denoted in Block 2 of this agreement. [Federal agencies] Funds will be provided by Military Interdepartmental Purchase Request (MIPR) DD 448.

The signed agreement and check, if applicable, shall be forwarded together in one envelope to:

**Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: D. Owens
Crane, IN 47522**

V. PROVISION OF EQUIPMENT

A. NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, either oral or by e-mail, shall be sent to:

Mr. Scott D. Arthur
812-854-6650
scott.arthur@navy.mil

Written requests should be addressed as follows:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: Scott Arthur
Crane, IN 47522

B. Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph A. above.

D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable. With respect to Federal agencies, the period of this Agreement will not be extended for any such period of time.

E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting Federal/State/Local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.

F. The Federal/State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost or stolen. Federal/State/Local law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

VI. RESOURCES PROVIDED BY GOVERNMENT

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel will not be made available for the operation of any loaned equipment and shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement. CHIEF BURREL DAVIS II AND MAYOR JASON COLE on behalf of Federal/State/Local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of NAVSURFWARCENDIV Crane are the only persons authorized to approve changes in any of the terms of this Agreement.

VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

A. [State/local agencies only] The State/Local law enforcement agency agrees, to the extent permitted under state laws of Tennessee, on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims *(including reasonable expense of litigation or settlement)* by third persons *(including employees of the State/local law enforcement agency)* for death, bodily injury *(including sickness or disease)* or loss of, damage to, or loss of use of property;

B. [State/local agencies only] NAVSURFWARCENDIV Crane will not be liable for any damages whether direct or consequential. All equipment provided under this agreement shall be provided without any expressed or implied warranties;

C. The Federal/State/Local law enforcement agency is responsible for lost, stolen or damaged equipment, the replacement value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;

D. [State/local agencies only] Nothing in this agreement changes any terms or conditions of any existing contract the State/Local law enforcement agency may have with NAVSURFWARCENDIV Crane.

IX. CANCELLATION/SUSPENSION

A. NAVSURFWARCENDIV Crane reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by NAVSURFWARCENDIV Crane. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by NAVSURFWARCENDIV Crane to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States so requires or to protect public health or safety.

B. Appreciating the consequences of such a decision, NAVSURFWARCENDIV Crane will attempt to mitigate any cancellation or suspension of this Agreement. However, NAVSURFWARCENDIV Crane cannot be held liable for any cost accruing to the State/Local law enforcement agency as a result of any cancellation or suspension.

X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

A. The Federal/State/Local law enforcement agency may terminate this Agreement upon 14 Business days written notice to NAVSURFWARCENDIV Crane. If the Federal/State/Local law enforcement agency elects to cancel this Agreement, the Federal/State/Local law enforcement agency shall remain responsible for all costs incurred by the NAVSURFWARCENDIV Crane up to the date of receipt by NAVSURFWARCENDIV Crane of its termination notice and return of all equipment.

B. [State/local agencies only] The rights and remedies of NAVSURFWARCENDIV Crane provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by NAVSURFWARCENDIV Crane Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the Federal/State/Local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the Federal/State/Local law enforcement agency furnishes the NAVSURFWARCENDIV Crane Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The Federal/State/Local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.

XII. MISHAP INVESTIGATIONS

In the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the Federal/State/Local law enforcement agency agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

XIII. GOVERNING LAW

Irrespective of the place of performance or signing of this Agreement, this Agreement shall be governed by and interpreted only in accordance with Federal law and regulations.

XIV. ORDER OF PRECEDENCE

The rights and obligations of the parties to this Agreement shall be subject to and governed by these Agreement clauses and the other documents incorporated by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- Agreement provisions including clauses.
- Other documents incorporated by reference.

XV. SIGNATURES AND APPROVALS

ACCEPTANCE OF AGREEMENT on behalf of

BY: X _____
Signature Date

CHIEF BURREL DAVIS II MAYOR JASON COLE
Type Name and Title

LA VERGNE POLICE DEPARTMENT
Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane

BY: X Brandon Boeglin 18 Oct 2022
Brandon Boeglin
By direction
NSWC Crane Date

XVI. ENTIRE AGREEMENT

This Agreement with all attachments constitutes the entire Agreement of the parties and no oral or other representations shall be binding.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Authorize Chief Davis to sign an Addendum to the Law Enforcement Support Office Program State Plan of Operation.

Department: Police

Presented By: Burrel Davis

Item Attachments: 1. Addendum - SPO 2022

Summary:

This addendum amends the existing LESO Program State Plan of Operation between the State and La Vergne Police Department.

Background Information:

The La Vergne Police Department has participated in the LESO program since 2012. This State Plan of Operation (SPO) Addendum is required to maintain compliance to continue participating in this program. The addendum implements requirements that are found in Presidential Executive Order #14074 that was signed on May 25, 2022 by President Biden. In accordance with the current SPO, paragraph 17, notice is being provided of a unilateral change to the SPO. The Executive Order requires that the Law Enforcement Agency notify the city council of its intent to request property from Federal sources and to notify the local community of its request for property transfers or purchases from Federal funds, agencies or subcontractors.

Financial Summary:

No money is involved in this transaction.

Staff Recommendation:

Staff recommends approval.



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing*: Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing*: Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.
- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of TENNESSEE

Title (Print): STATE COORDINATOR

Name (Print): ELBERT BAKER

Signature (Sign): Elbert Baker Date MM/DD/YYYY: 9-8-2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title:	Approve Agreement for Engineering Services from CTI for the Sub-basin Master Plan Agreement for the East Hurricane Creek Drainage Basin.
Department:	Sewer
Presented By:	Michael Dietz, John Gahring
Item Attachments:	1. Subbasin Mater Plan Agreement

Summary:

This agreement is needed to allow CTI to investigate and provide a report outlining the results of the investigation of a sub-basin in the East Hurricane Creek drainage basin. The report will include an inventory of existing conditions, identification of constraints, development of future flows and loads, development of proposed facility improvements, preparation of sewer system layouts, preparation of cost estimates, pumping station evaluations, and a summary report.

Background Information:

The City is currently experiencing growth in a sub-basin of the East Hurricane Creek drainage basin. It has been determined by City staff that we currently have some areas of the sanitary sewer system in this basin that are nearing capacity. We know that at some point in the near future, these areas that are nearing capacity will be over capacity as development continues in the basin. Staff has requested CTI to provide this agreement to determine what actions need to be taken so that this basin is properly designed for continued development and for full build out.

Financial Summary:

The cost of this project will not exceed \$20,000.00.

Staff Recommendation:

Staff recommends approval



3354 Perimeter Hill Drive

Suite 140

Nashville, TN 37211

615-834-8300

www.ctiengr.com

VIA E-MAIL

November 4, 2022

Kyle Brown, PE
Assistant City Manager
City of La Vergne, Tennessee
5093 Murfreesboro Road
Nashville, TN 37086

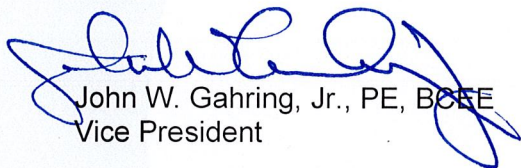
Subject: City of La Vergne, Tennessee
East Hurricane Creek Drainage Basin
Subbasin Master Plan
CTI Proposal NP22022

Dear Mr. Brown:

In response to your request, we are submitting an agreement for engineering services relative to the development of a subbasin master plan for the East Hurricane Creek Drainage Basin. We propose to provide these professional services on an hourly rate basis not to exceed \$20,000.00. Of course, we will attempt to complete the work for less.

If the agreement is acceptable to you, please execute and return one signed copy to this office. Receipt of a signed copy will constitute our authorization to proceed. We appreciate your confidence in our project team and look forward to working with you.

Sincerely,

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

John W. Gahring, Jr., PE, BOEE
Vice President

Attachments

c: Mr. Bruce Richardson, City Administrator
Mr. Michael Dietz, Public Works Director
Mr. Scott Tatalovich, Utility Engineer

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____ 2022, by and between the City of La Vergne, Tennessee (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc., 3354 Perimeter Hill Drive, Suite 140, Nashville, Tennessee 37211 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with East Hurricane Creek Drainage Basin Subbasin Master Plan (hereinafter referred to as the project).

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

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the hourly rate services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid at the following hourly rates plus 110 percent of direct non-salary expenses. The total hourly rate fee will not exceed \$20,000.00 without the prior written authorization of the CLIENT.

CTI Personnel Classification	Hourly Rate
Executive Engineer/Manager	\$232
Senior Project Engineer/Manager	220
Project Engineer/Manager	167
Landscape Architect	151
Architect	142
Engineer	137
IT Specialist	132
Engineer Intern	115
Senior Drafter/Technician	110
Drafter/Technician	105
Senior Project Representative	102
Project Representative	93
Senior Administrative	99
Senior Clerical/Secretarial Support	93
Clerical/Secretarial Support	86

Hourly rates are effective through June 30, 2023.

Direct non-salary expenses will be invoiced at cost plus 110 percent. These expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost plus 110 percent of direct non-salary expenses.

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

5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

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

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

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

ACCEPTED BY CLIENT:

BY

NAME Jason Cole

TITLE Mayor

DATE

(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
 dba CTI ENGINEERS, INC.

BY

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

TITLE Vice President

DATE

APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$100,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.
10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.

11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

A. Background

The East Hurricane Creek Drainage Basin is an area that is currently experiencing substantial growth in residential and commercial developments. In 2020 the City of La Vergne's Master Plan was updated to incorporate the adopted 2040 Comprehensive Land Use Plan. The updated master plan focused primarily on two goals; to analyze the capacity of the existing sewer system infrastructure; and identifying infrastructure improvements to handle the increased wastewater flows resulting from predicted growth. The evaluation of existing infrastructure and the subsequent proposed improvements were based on peak future flows at total buildout. While the report was deemed to be comprehensive with improvements listed for interceptors and pump stations, it was not specific to infrastructure within subdivisions where future connections could impact available capacity within the existing gravity sewer laterals, submains, and trunk lines. This report will provide an investigation of the recent proposed developments within the subbasin, the impacts of additional flow at proposed connections to the existing infrastructure and required improvements.

B. Services of CTI

CTI will provide the following services in connection with the 2019 Sewer System Master Plan Update for the City of La Vergne:

1. Inventory of Existing Conditions
CTI will assemble information on the existing subbasin sewer system, including:
 - a. Maps and reports;
 - b. Zoning, land use, and development maps and proposals;
 - c. Previous engineering reports and studies.
2. Identification of Constraints
CTI will identify constraints that might impact sewer construction and/or operation and strategies for dealing with such constraints, including:
 - a. State water quality regulations and design criteria;
 - b. Land availability; and
 - c. Floodplains.
3. Development of Future Flows and Loads
CTI will determine design flow and loads based on information obtained from the developer's proposed site plans and on engineering judgment.
4. Development of Proposed Facility Improvements
CTI will prepare preliminary alternatives for sewer facilities, including:
 - a. Conventional gravity sewers, or
 - b. Low pressure grinder pumps.
5. Preparation of Sewer System Layouts
 - a. CTI will prepare layouts of recommended improvements and any new routes for construction of sewer collection, interceptor, and pumping facilities. The facilities

will be depicted on maps which are compatible with the existing maps utilized by the City of La Vergne.

6. Preparation of Cost Estimates

CTI will estimate construction costs of major sewer facilities, as well as costs for legal services, administration, land acquisition, engineering, and contingencies.

7. Pumping Station Evaluation

CTI shall prepare an evaluation of the existing Interstate wastewater pumping station. The evaluation will address the pump stations capacity and percent available capacity. No flow metering/monitoring will be done by CTI under this Agreement.

8. Summary Report

CTI will prepare a report summarizing the findings and recommendations of the subbasin master plan. The report will contain reduced copies of the maps.

C. Responsibilities of CLIENT

The CLIENT will be responsible to:

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

D. Additional Services

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

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
3. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
4. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
5. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.
6. Assistance in applying for and obtaining zoning changes and appeals.
7. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services

E. Periods of Service

1. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Planning Phase.
2. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.

3. CTI will endeavor to provide the Subbasin Master Plan within ninety (90) days of the effective date of this Agreement.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve Contract with Nashville Party Authority for DJ Services at the Father-Daughter Dance on February 4, 2023 at the Multi-Purpose Building.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Contract - Nashville Party Authority

Summary:

This is a contract for DJ services for the Father - Daughter Dance that will be held on February 4, 2023.

Background Information:

This is a contract from the Nashville Party Authority to provide DJ Services for our annual Father - Daughter Dance. The dance will be held on Saturday, February 4, 2023 at the Multi-Purpose Building from 2:00 PM - 4:00 PM.

Financial Summary:

The cost for the DJ Services will be \$600.00. This is a budgeted item and will be paid out of the Parks and Recreation Programs Budget.

Staff Recommendation:

Staff recommends approval.



NASHVILLE PARTY AUTHORITY

704 SANDBURG PLACE
NASHVILLE, TENNESSEE 37214-4049

(615) 391-2322
Telephone

npa@comcast.net
Email

NOVEMBER 2, 2022

THIS CONTRACT IS TO CONFIRM ENTERTAINMENT SERVICES TO BE PROVIDED BY THE NASHVILLE PARTY AUTHORITY FOR LA VERGNE PARKS AND RECREATION ON SATURDAY FEBRUARY 04TH, 2023 AT THE MULTI-PURPOSE BUILDING IN LA VERGNE, TENNESSEE FROM 2:00PM TILL 4:00PM WITH SET UP PRIOR TO BEGIN TIME.

THE NASHVILLE PARTY AUTHORITY WILL PROVIDE; DISC JOCKEY, EQUIPMENT, MUSIC INTELLIGENT DANCE FLOOR LIGHTING, AND ENTERTAINMENT. TALENT FEE WILL BE \$600.00 DUE THE WEEK BEFORE SAID EVENT.

IN THE EVENT OF SEVERE WEATHER OR ACCIDENT, THE NASHVILLE PARTY AUTHORITY WILL NOT BE RESPONSIBLE FOR ENTERTAINMENT. SEVERE I.E.; FLOODING, TORNADIC, SNOWED OUT, COVID VARIANT, WITH 100 % REFUND

WE HOPE YOU FIND OUR SERVICES TO BE ABOVE SATISFACTORY.

La Vergne Parks & Recreation Date:


Blair Saldana Date: 11-2-22



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve a grant contract with the State of Tennessee Library and Archives for the purchase of computers for the library.

Department: Library

Presented By: Donna Bebout

Item Attachments: 1. Tech Grant contract - library

Summary:

This Technology Grant from Tennessee State Library and Archives was made possible by the Institute of Museum and Library Services.

Background Information:

This Technology Grant was applied for and awarded to the La Vergne Public Library through the Tennessee State Library and Archives for the provision of the grant funds to be used to purchase computers, software and networking hardware. These funds will be used to purchase approximately 35 computers for use by library patrons and staff. The upgrade in computers and software will increase efficiency not only for our staff when accessing library collections and serving the community but also for the library patrons who depend upon the public computers for research and internet.

Financial Summary:

The library was awarded \$15,174.00 for the purchase of approximately 35 desktop computers and monitors. This is a 50/50 matching grant with the city portion being \$15,174.00.

Staff Recommendation:

Staff recommends approval.

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES
AND
LA VERGNE PUBLIC LIBRARY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee La Vergne Public Library, hereinafter referred to as the "Grantee," is for the provision of grant funds to public libraries to purchase computers, software, networking hardware, and peripheral and mobile devices for use by library patrons and staff, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will use funds to purchase computers for use by library patrons and staff; library management software for increased efficiency in access to library collections and services; networking hardware; mobile devices; peripheral devices; software for library use; and/or other technological items and supplies to enhance the use of technology services available at the public library.
- A.3. The Grantee will follow the Minimum Specifications guidelines when purchasing desktop computers and laptops for a Windows environment. Desktop computer purchases will meet or exceed the minimum requirements as follows: Windows 10 Professional Edition, Intel Core i5-10500 or equivalent processor, 8 GB memory, 256 GB hard drive, 3 year on-site or ship back warranty. Laptop computer purchases will meet or exceed the minimum requirements as follows: Windows 10 Professional Edition, Intel i5-1135G7 processor or equivalent, 8GB hard drive, 256 GB hard drive, 4 year on-site or ship back warranty.
- A.4. The Grantee will follow the grant guidelines when purchasing computer and peripheral hardware for an Apple environment. iMac M1 chip, Mac Pro 8 cores, or Mac Mini desktop computers and MacBook Pro or MacBook Air laptop purchases will meet or exceed the minimum requirements as listed at <http://apple.com/store>.
- A.5. The Grantee will use computer devices and/or software purchased with grant funds to offer additional services to library patrons or to increase the efficiency of current services.
- A.6. The Grantee agrees to maintain adequate funding for the proper maintenance and support for hardware purchased with grant funds.
- A.7. The Grantee agrees to allow onsite visits by Tennessee State Library and Archives personnel to monitor use of grant funds.
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Three, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2022 ("Effective Date") and ending on May 31, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand One Hundred Seventy-Four Dollars (\$15174.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee State Library and Archives
Attn: Jennifer Cowan-Henderson, Director of Planning and Development
1001 Rep John Lewis Way N.
Nashville, TN 37219

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Office of the Secretary of State, Tennessee State Library and Archives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

- receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jennifer Cowan-Henderson, Director of Planning and Development
Tennessee State Library and Archives
1001 Rep John Lewis Way N.
Nashville, TN 37219
Jennifer.Cowan-Henderson@tn.gov
Telephone # 615-741-1923
FAX # 615-532-9904

The Grantee:

Donna Bebout, Library Director
La Vergne Public Library
5063 Murfreesboro Road
La Vergne, TN 37086
dbebout@laveragnetn.gov
Telephone # 615-793-7303

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of

alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- E.3. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

IN WITNESS WHEREOF,

LA VERGNE PUBLIC LIBRARY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST

DATE

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE

JWR

GRANT BUDGET				
La Vergne Public Library				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 10/1/2022		END: 5/31/2023		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	15174.00	15174.00	30348.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	15174.00	15174.00	30348.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1520

Is La Vergne Public Library a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is La Vergne Public Library a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of La Vergne
Subrecipient's Unique Entity Identifier (SAM)	C989JJACBLZ6
Federal Award Identification Number (FAIN)	LS-252485-OLS-22
Federal award date	4/8/2022
Subaward Period of Performance Start and End Date	10/1/2022 – 5/31/2023
Subaward Budget Period Start and End Date	10/1/2022 – 5/31/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.310 State Library Program
Grant contract's begin date	10/1/2022
Grant contract's end date	05/31/2023
Amount of federal funds obligated by this grant contract	\$15174.00
Total amount of federal funds obligated to the subrecipient	\$15,174.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,422,164.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The Tennessee State Library and Archives will use funds to support the goals of their Five-Year Plan for FY 2018-2022, which reflect the purposes and priorities of the Library Services and Technology Act (LSTA). In Tennessee, specific goals address all Tennessee residents: 1) Having the reading skills, information resources, and library services needed to succeed in school, at work, and in their daily lives; 2) Being able to locate and access library and information resources that are relevant to their lives through the provision of traditional reading materials, non-print media, online and downloadable resources, and electronic networks; and 3) Benefiting from enhanced library and information services because library staff members have the knowledge, skills, and competencies needed to offer high-quality 21st century library services.
Name of federal awarding agency	Institute of Museum and Library Services
Name and contact information for the federal awarding official	Dennis Nangle 202-653-4661 dnangle@imls.gov
Name of pass-through entity	Tennessee State Library & Archives

Name and contact information for the pass-through entity awarding official	Jennifer Cowan-Henderson 615-741-1923 Jennifer. Cowan-Henderson@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve Amendment with CTI Engineers for General Consultation Services Regarding New Hourly Rates.

Department: Engineering

Presented By: John Gahring, Kyle Brown

Item Attachments: 1. CTI Engineering_Hourly Rates 2023

Summary:

This is a request from CTI to amend our current agreement by updating the hourly rate schedule.

Background Information:

The City has an agreement with CTi for general consultation services. CTI has not updated their hourly rates in several years and is requesting to update their rates.

Financial Summary:

A total amount is not known. This will update the hourly rates. The City budgets for these professional services in the water and sewer fund. Staff is aware that services requested need to stay under the budgeted amount for the fiscal year.

Staff Recommendation:

Staff recommends approval.



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

VIA E-MAIL

November 4, 2022

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

Subject: City of La Vergne, Tennessee
Agreement for Engineering Services
CTI Project 00080

Dear Mr. Richardson:

Our Agreement for General Consultation Services provides for CTI to provide engineering services to the City of La Vergne on an Hourly Rate basis, plus direct expenses. Attached is our current hourly rate schedule for services through June 30, 2023. Please accept this schedule as an amendment to the agreement.

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

Sincerely,



John Gahring, P.E.

Attachment

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Michael Dietz, Public Works Director
Ms. Paula McConnaughey



HOURLY RATE SCHEDULE

CTI Personnel Classification	Hourly Rate
Executive Engineer/Manager	\$232
Senior Project Engineer/Manager	220
Project Engineer/Manager	167
Landscape Architect	151
Architect	142
Engineer	137
IT Specialist	132
Engineer Intern	115
Senior Drafter/Technician	110
Drafter/Technician	105
Senior Project Representative	102
Project Representative	93
Senior Administrative	99
Senior Clerical/Secretarial Support	93
Clerical/Secretarial Support	86

Hourly rates are effective through June 30, 2023.

Direct non-salary expenses will be invoiced at cost plus 10 percent. These expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve Amended Streetlighting Agreement with Path Company and Middle Tennessee Electric Membership Corporation for the Installation of LED Street Lights.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Streetlighting Agreement

Summary:

This will approve an amended Streetlighting Agreement with PATH Company and Middle Tennessee Electric for the LED Street Light project.

Background Information:

At the October meeting, the Board approved this agreement with the PATH Company and Middle Tennessee Electric (MTE) for the LED Street Light project. This agreement will allow PATH to install the LED Street Lights. This agreement also requires the city to pay MTE for any undepreciated costs for the existing street light fixtures or infrastructure that will be removed or replaced. Since that approval, Middle Tennessee Electric requested a minor change and added a new section 10, which is in regards to any notices that might be required for the contract.

Financial Summary:

No change - the estimated cost is still \$31,166.

Staff Recommendation:

Staff recommends approval.

STREETLIGHTING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, 2022 (the “Effective Date”) by and among City of La Vergne, Tennessee, a municipality organized under the laws of the State of Tennessee (hereinafter called “City”), Path Company, LLC, a Tennessee limited liability company (hereinafter called “Provider”), and Middle Tennessee Electric Membership Corporation, a Tennessee nonprofit corporation (hereinafter called “MTE”).

WHEREAS, City currently pays for streetlights under MTE’s streetlighting rate schedule, Outdoor Lighting Rate – Schedule LS (“Outdoor Lighting Rate Schedule”); and

WHEREAS, City wishes to upgrade its current streetlight fixtures to LED fixtures of a type acceptable to MTE; and

WHEREAS, MTE recognizes the economic benefits of a streetlight fixture upgrade to LED; and

WHEREAS, City desires to contract with Provider directly to design, construct and install the streetlight fixture upgrades (“LED Conversion Project”); and

WHEREAS, subsequent to City’s completion of the LED Conversion Project, the Upgraded Streetlight Fixtures (as defined below) shall transfer in right, title and ownership to MTE for MTE’s future benefit; and

WHEREAS, City, Provider, and MTE wish to memorialize the terms and conditions under which the parties will operate with one another during and after the LED Conversion Project.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

1. Definitions:

- A. “Streetlight Infrastructure” shall mean any pole, mast arms, fixtures, wiring, transformers, light foundation, hardware, controls, secondary conductors, and any other facilities or additional equipment utilized by MTE to provide roadway lighting to City. Streetlight Infrastructure shall not include private or security lights.
- B. “Fixture” shall mean an electrical device containing an electric light source and housing that provides illumination.
- C. “Existing Streetlight Fixtures” shall mean all existing/current streetlight fixtures (High Pressure Sodium (HPS), Mercury Vapor, Metal-Halide, and Incandescent) that have not been converted to LED by City (via Provider).
- D. “Upgraded Streetlight Fixtures” shall mean all streetlight fixtures converted/relocated to LED by City (via Provider) as a result of this Agreement.

2. Term: The term of this Agreement will be three years from the Effective Date.

3. LED Conversion:

- A. It is the intention of the City to replace Existing Streetlight Fixtures by separate agreement with Provider for the design, construction and installation at City’s expense. MTE shall permit City to upgrade Existing Streetlight Fixtures to LED, and MTE shall not be responsible for any of the costs related to such work, including but not limited to engineering, design, equipment, material or labor.

- B. Provider shall provide qualified workers capable of performing work in the electric workspace of MTE's Streetlight Infrastructure. Providers shall perform all work in accordance with all Federal, State, county, municipal, and other local laws, ordinances, rules and regulations applicable to said work. Provider must consistently perform all work with skill and care in accordance with industry standards for Contractor's industry, including but not limited to the Federal Occupational Safety and Health Act of 1970 and associated regulations, the National Electrical Safety Code (NESC) and the safety guidelines of the American National Standards Institute (ANSI). Contractor agrees to perform its work in such a fashion as to prevent accidents to the public or damage to property.
 - C. Any subcontractor used by Provider must be pre-approved by MTE in its sole discretion.
 - D. Before beginning any work, Provider or its subcontractor(s) will be required to attend a pre-construction conference with the MTE Construction Services Manager, at which time required safety and operational protocols will be addressed.
 - E. Provider shall only install lights approved by MTE, as described on the attached Exhibit A ("Approved Lights"), unless otherwise approved by MTE.
 - F. All installations must be in conformance with NESC and MTE specifications, as depicted on the attached Exhibit B ("Specification Drawings"). If it is not feasible for Provider to conform with such specifications for any proposed installation, then Provider shall not convert the subject light to LED.
 - G. Lights on state roads must meet the Tennessee Department of Transportation ("TDOT") lighting design standards. Provider is responsible for obtaining all necessary TDOT design approvals and work permits.
 - H. MTE's stranded costs for any Existing Streetlight Fixtures or any Streetlight Infrastructure being replaced must be paid by City before the installation of any Upgraded Streetlight Fixtures by Provider. For the purposes of this Agreement, "stranded costs" refers to the undepreciated costs of the Existing Streetlight Fixtures or Streetlight Infrastructure to be removed or replaced.
4. Coordination of Work. Provider shall coordinate all work with MTE per the following:
- A. MTE will provide a GIS shapefile that includes types and location of existing lights, subject to any licensing agreement for such data required by MTE.
 - B. The LED Conversion Project will be segmented into units of either 100 lights or less or area as deemed reasonable by MTE (each a "Segment").
 - C. For each Segment, Provider will provide to MTE a list of lights from the shapefile or map that Provider plans to convert to LED ("Segment Plan"). The list will include for each existing light the location and planned LED replacement light. If relocating or adding Streetlights for any Segment, such Segment will require MTE engineering verification of the plans.
 - D. After receipt of the Segment Plan, MTE will provide to the City an invoice for MTE's stranded costs for the existing Streetlights in the Segment. The City may, in the alternative, elect to pay the stranded costs for the entire LED Conversion Project prior to commencement.
 - E. After payment of the stranded costs for any Segment as invoiced, Provider may commence the work, and Provider will communicate to MTE when any Segment is complete.

- F. Upon completion of any Segment, MTE will inspect the installation and provide the Provider with a list of any required corrections.
 - G. MTE will adjust billing for the Upgraded Streetlight Fixtures per MTE's current rate schedule for streetlighting (Outdoor Lighting Rate Schedule) after MTE receives confirmation from Provider that the required corrections have been made and MTE acceptance. MTE will bill monthly energy consumption per light.
 - H. Any installations that do not meet MTE, NESC, or TDOT specifications, as applicable, and are not corrected in a timely manner in MTE's sole discretion will be corrected by MTE, and MTE will bill the City for any work (including equipment, labor and materials) performed by MTE to make such corrections.
 - I. MTE reserves the right to stop work at any time and at its sole discretion for reasons including, but not limited to, safety, poor workmanship, and unreasonable disruption to MTE's member-customers. Additionally, the work of Provider shall be in accordance with MTE's policies, procedures, and standards.
5. Complaints. During the LED Conversion Project, the City will field all complaints from its constituents regarding the Provider, the Upgraded Streetlight Fixtures, or any aspect of the project. If MTE is requested by City to perform any change-outs or modifications to the Upgraded Streetlight Fixtures as a result of a constituent complaint, the City will pay for all related costs.
6. Post-project.
- A. Upon conversion and acceptance by MTE of all Existing Streetlight Fixtures to Upgraded Streetlight Fixtures, all, right, title and interest of the Upgraded Streetlight Fixtures shall automatically transfer to MTE. If requested by MTE, the City shall coordinate the execution of proper documentation to reflect such ownership.
 - B. Provider will ensure that any manufacturers' warranties will transfer to MTE. The Provider's warranty is attached hereto as Exhibit C.
 - C. Costs of routine repair and maintenance for Upgraded Streetlight Fixtures (that is, non-capital work) shall be conducted by MTE and will be billed separately by invoice to City when incurred by MTE. Payment is due within 30 days of invoice.
 - D. If MTE installs Streetlight Infrastructure or Fixtures after or outside of the LED Conversion Project, including due to necessary removal and replacement of the same due to accidental or other damage, the cost of installation and maintenance will be included in the monthly lighting facility charge based on the installed cost of facilities in accordance with the provisions of Rate Schedule LS, unless otherwise agreed pursuant to this section. This charge shall be billed and paid by the City with its monthly electric bill. The City, however, may elect to pay MTE the full costs of installation upfront, and the costs of maintenance will be billed separately by invoice to the City when incurred by MTE. Payment is due within 30 days of invoice.
7. Regulatory. The parties intend to comply with any applicable regulations on this transaction and the ongoing streetlight contract imposed by the Tennessee Valley Authority or other regulatory authorities. In the event a regulatory agency requires any changes to this Agreement, the parties agree to negotiate and enter an appropriate amendment for such purposes in a commercially reasonable period of time.
8. Insurance. Provider will be responsible for worker's compensation, property damage, and public liability insurance to adequately insure its activities for the entire LED Conversion Project pursuant to the terms and minimum limits below:

	<u>Limits</u>
General Public Liability	
General Aggregate	\$5,000,000
Bodily Injury and Property Damage	\$2,000,000
Each Occurrence	\$2,000,000
Automobile	
Bodily Injury and Property Damage	\$5,000,000
Workmen's Compensation	\$1,000,000
Errors and Omissions	\$1,000,000

9. Dispute Resolution Process. Except for an action seeking a temporary restraining order, an injunction, or an order to compel compliance with this dispute resolution procedure, either party can invoke the dispute resolution procedures at any time to resolve a controversy, claim or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- A. Initial Meeting. At any party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in person or via conference call, as reasonably appropriate.
 - B. Executive Meeting. If, thirty (30) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate negotiations, the parties may agree in writing to use mediation.
 - C. Unresolved Dispute. If, after thirty (30) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction, any party may immediately terminate this Agreement upon notice to the other parties or invoke any other legal means available to resolve the dispute.
 - D. Unless the parties otherwise agree in writing, communication between the parties will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation. During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.
10. Notices. Any notice required or permitted to be given hereunder shall be made in writing and sent via United States mail, postage prepaid, registered or certified, nationally recognized overnight courier (next business day delivery with signed receipt), electronic mail (e-mail) or via personal delivery and addressed to the other party at the address set forth below. All notices shall be effective upon receipt.

If to MTE:

Attn: Vice President of Engineering
555 New Salem Highway
Murfreesboro, TN 37129
Keith.Thomason@mtmc.com

If to CITY:

Attn: Bruce Richardson, City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086
brichardson@laveragnetn.gov

If to PROVIDER:

Attn: Russ Phillips, PE, Co-Founder and Principal
PATH Company
1775 Moriah Woods, Suite #1
Memphis, TN 38117
Russ@PathCompany.com

11. Consequential Damages. NO PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OCCASIONED BY A BREACH OF ANY PROVISION OF THIS AGREEMENT EVEN IF APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. Miscellaneous.
- A. No party may assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the other party.
 - B. This Agreement shall become effective as of the date first written above.
 - C. This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties hereto. None of the rights above shall permit City to attach anything in any way to the Streetlight Infrastructure nor to the Upgraded Street Light Fixtures.
 - D. No forbearance or delay in exercising any right, power or remedy shall constitute a waiver thereof, and every right, power or remedy shall continue in full force and effect until such right, power, or remedy is specifically waived in writing.
 - E. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. There are no representations, agreements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement.
 - F. No part of this Agreement may be modified, waived, limited, discharged, or terminated except in writing, signed by all parties and expressly referring to this Agreement and to the provisions so modified or limited.
 - G. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including Sections 5, 6, 7, 8, 9, 10 and 11.
 - H. This Agreement and all amendments relating hereto shall be governed by and construed under the laws of the State of Tennessee without regard to principles of conflicts of law.

- I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- J. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF LA VERGNE

ATTEST:

By: _____

Name: Bruce E. Richardson

Title: City Administrator/City Recorder

By: _____

Name: Jason Cole

Title: Mayor

Approved as to Form and Legality:

By: _____

Name: Evan Cope

Title: City Attorney

MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

By: _____

Name: _____

Title: _____

PATH COMPANY, LLC

By: _____

Name: Russ Phillips, PE

Title: Co-Founder and Principal

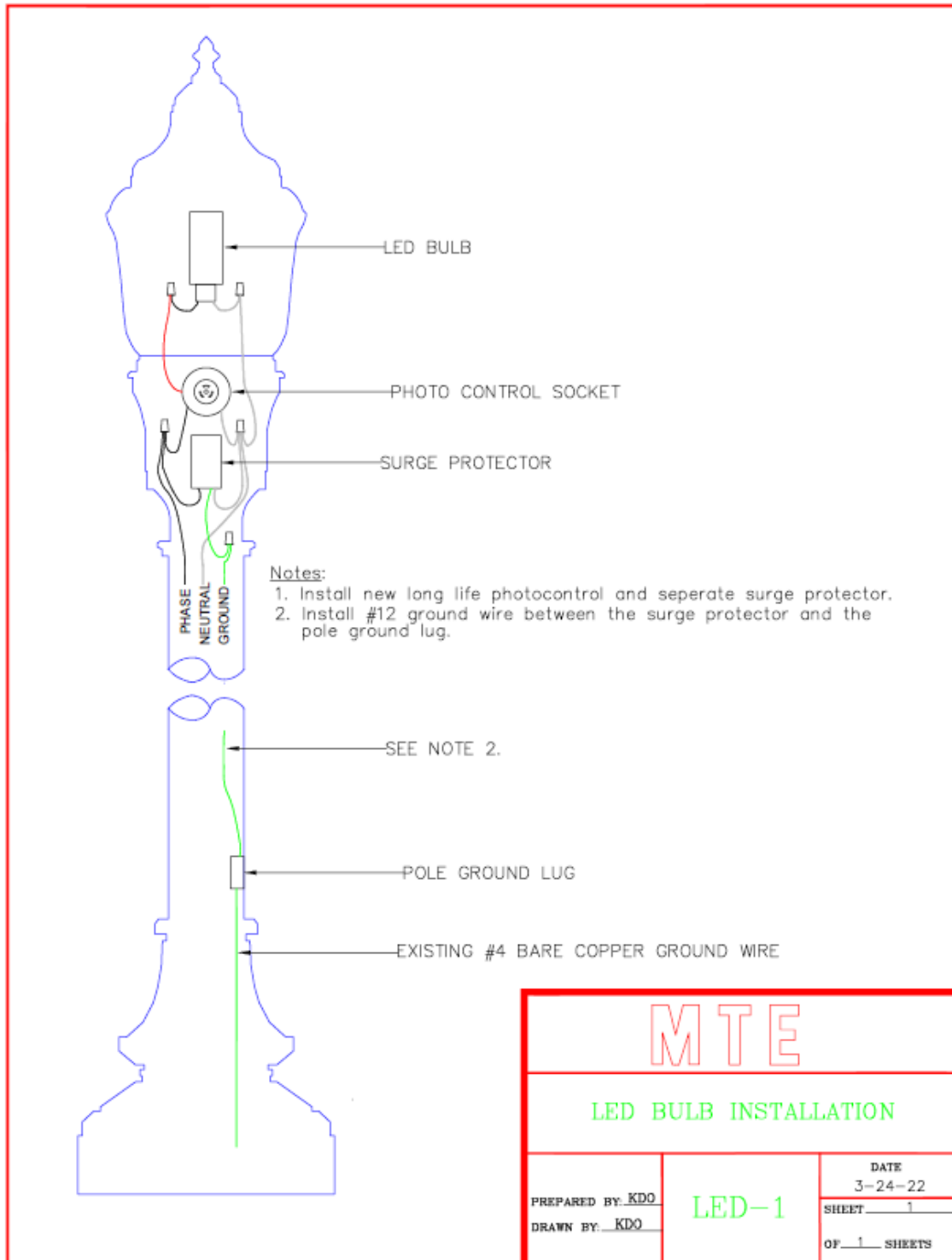
Exhibit A

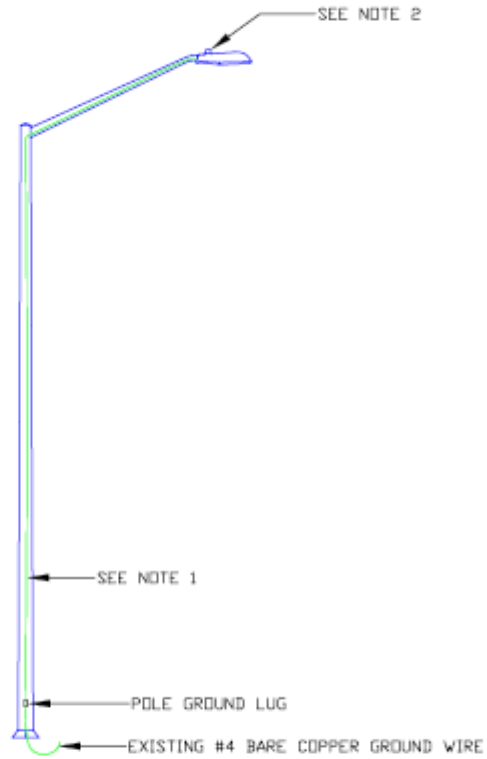
Approved Lights

Manufacturer Number	Description	HID Unit Number	LED Unit Number
Cooper UTLD-PA12073025WQ-A-BK-10K-PR7	25W Town And Country post light	M27-70-10D	M27-25-10D-LED
Holophane ARUE2P1030KMVOLTGL3BKSKPR7	50W Arlington	M27-10-XXAXX	M27-50-XXAXX-LED Use 36W LED bulb and arrestor
Holophane GVD3P2030KMVOLTMSBKGL3RBSTTGLF	50W Ribbed and Banded Granville	M27-10-XXBXX	M27-50-XXBXX-LED Use 36W LED bulb and arrestor
Holophane GVD3P2030KMVOLTMSBKGL3CLPR7	50W Plain Granville	M27-10-XXCXX	M27-50-XXCXX-LED Use 36W LED bulb and arrestor
Holophane MSPL2 P40 30K MVOLT TG4 QSM BK PR7	75 Watt Teardrop	M33-150-XXX	M33-75-XXX-LED Use 54W LED bulb and arrestor
American Electric 247L P153 MVOLT 30K R5 AY BK PR7 SCC	50W Lantern Light	M27-100-XX	M27-50-XXX-LED Use 36W LED bulb and arrestor
Cooper LXFP150730U5WQABK10MSPPR7			
Cooper USSLCO29DUT3SABK703010K4N7	150W Square Pole mounted		
Cooper USSLCO1DUT3SABK703010K4N7	50W Square Pole mounted		
Cooper ARCHNPA150730UT3BK10MSPPR7	50W Black cobrahead		
GE ERL1006C330ABLCRX224			
Cooper ARCHMPA2120730UT3BK10MSPPR7	120W Black cobrahead		
GE ERL2016C330ABLCRX			
Cooper ARCH-MAF48140DUT370304N710K-BK	150W Black Cobrahead		
GE ERL2019C330ABLCRX			
Cooper ARCHNPA150730UT3AP10MSPPR7	50W Gray Cobrahead		
GE ERL1006C330AGRAYRX224			
EOI ESU-FA013M08B30N-700KIU1-1512N			
ARCHAF24100DUT370304N710MSAP	100W Gray Cobrahead		
ERL1010C330AGRAYRX224			
EOI ESU-FA013M04430L-700FIU1-1512N			
Cooper ARCHMPA2120730UT3AP10MSPPR7	120W Gray Cobrahead		
GE ERL2016B330AGRAYR176			
EOI CRLM-A48L180UD3M30GY10V-7R-N			
Cooper ARCHMPA2150730UT3AP10MSPPR7	150W Gray Cobrahead		
GE ERL2019C330AGRAYR176			
EOI ESU-FA013M04430L-105FIU1-1512N			
Cooper ARCH-LAF72170DUT370304N710K-AP	170W Cobrahead		
GE ERL2021C330AGRAYR176			
Holophane MGLEDMP330KMVOLTMRVHGRSDNLP7	151-175W Directional		
Holophane MGLEDMP530KMVOLTMRVHGRSDPR7NL	201-225W Directional		
Holophane MGLEDMP630KMVOLTMRVHGRSDNLP7	226-250W directional		
Howard LEDMR2-3036-MV	LED bulb for 100W HPS Post Lights		
Phillips 559724			
Keystone KT-LED36HID-EX39-830-D/G2			
Howard LEDMR2-3054-MV	LED bulb for 150W HPS Teardrop Lights		
Phillips 559781			
Keystone KT-LED54HID-EX39-830-D/G2			
GE 32489	Surge Protector for LED Bulbs		
Howard HL-LSP10G1277P 20KV			
Keystone KTSP-10KV			
DTL DLL127F-1.5-J50	Long Life Photo Control		
Suntech ELL-124-8607			
Inermatic LED4536SWKL			

Exhibit B

Specification Drawings





Note:

1. Install #12 ground wire from LED light to pole ground lug.
2. Install new long life photo control.

MIDDLE
TENNESSEE
ELECTRIC

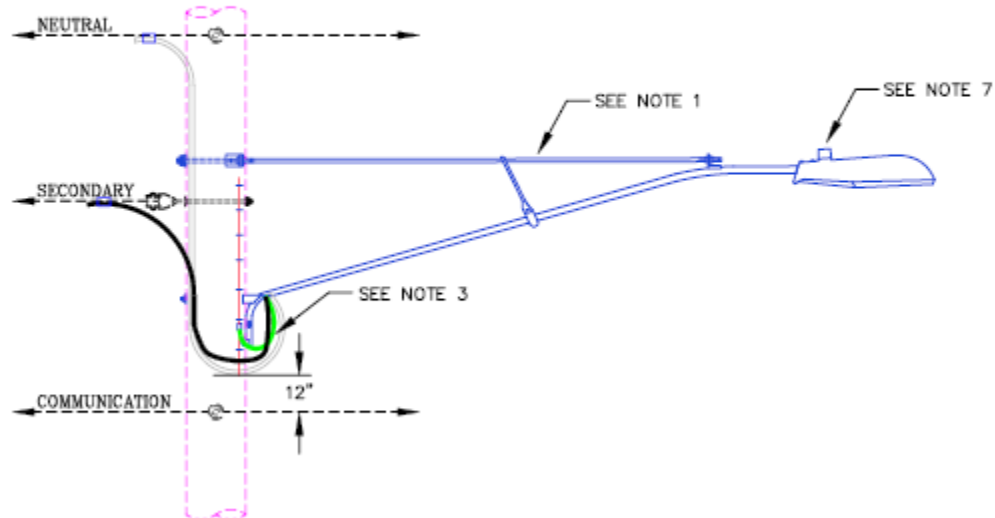
LED STREETLIGHT
ON FOUNDATION
MOUNTED POLE

REVISED: 3-24-22

DES.: KDO APPR.: ____

DRAWN: ____KDO____

LED-2



Notes:

1. 6" and smaller supports do not include tie rods.
2. Connect streetlight neutral to system neutral or service neutral. Do not connect to pole ground.
3. A ground wire shall be run from the terminal block in light head through arm to pole ground on primary poles and service neutral on secondary poles. For steel poles, connect ground wire to same rivnut used to bond system neutral.
4. For wood poles, all lights shall have either 1 – large 1/2" lag bolt or 2 – small lag bolts that are supplied with new light.
5. For steel poles, 1 bolt and 1 screw shall be used or banding material can also be used.
7. Install new long life photo control.

**MIDDLE
TENNESSEE
ELECTRIC**

**LED STREETLIGHT
MOUNTED ON UTILITY POLE**

REVISED: 3-24-22

DES.: KDO APPR.: _____

DRAWN: K.KESLER

LED-3

Exhibit C

Provider's Warranty

General:

Should any Upgraded Streetlight Fixture be found to be defective within one (1) year from the date of Substantial Completion, Provider agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to Provider and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Upgraded Streetlight Fixture shall be paid by Provider.

If a demonstration is required, Provider shall be given the opportunity to test the equipment under requisite conditions.

These warranty provisions are in addition to and not in lieu of any warranties made by equipment or component manufacturers. Upgraded Streetlight Fixtures installed during the LED Conversion Project will be warrantied by the manufacturer of said equipment for a period of time not to be less than 10 years (the "Warranty Period"). As outlined in Section 6.B – Provider will ensure that any manufacturers' warranties will transfer to MTE.

Warranty Procedures:

During the Warranty Period and upon discovery or report of a streetlight outage by any party, MTE will follow its existing processes regarding inspection and potential replacement of any failed equipment. Should the failed equipment be proven to include a defective Upgraded Streetlight Fixture or Photocell ("Equipment"), MTE shall remove said Equipment and replace it with an appropriate Equipment located in Attic Stock. Attic Stock is composed of either the initial set of Equipment provided by the City or Provider during the Streetlight Conversion Project or any replacement Equipment that have been delivered to MTE via warranty replacement of previously failed Upgraded Streetlight Fixtures.

Should defective Equipment be replaced during the manufacturer's Warranty Period, MTE is to submit documentation and/or failed Equipment to Provider who will facilitate the warranty replacement of the fixture directly with the manufacturer. Provider will ensure that a warranty-replacement fixture is delivered back to MTE and MTE agrees to return this fixture back to the Attic Stock from which it had previously sourced the fixture to replace the defective Upgraded Streetlight Fixture. This process aims to ensure that an adequate source of replacement fixtures is always on hand should MTE need to replace any defective Upgraded Streetlight Fixtures. Fixtures located in Attic Stock shall not be used to facilitate the installation of any new infrastructure.

As outlined in Section 6.C - Costs of routine repair and maintenance for Upgraded Streetlight Fixtures (that is, non-capital work) shall be conducted by MTE and will be billed separately by invoice to City when incurred by MTE. Payment is due within 30 days of invoice. These costs shall take into consideration and shall not include the cost of any equipment sourced from Attic Stock. Provider and City will work to facilitate payment to cover any labor costs associated with defective Upgraded Streetlight Fixtures occurring within one (1) year from the date of Substantial Completion.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

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

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Third Amendment to Purchase Agreement

Summary:

This will approve a third amendment to the purchase and sale agreement with Trinidad/Benham for the purchase of the current Public Works facility.

Background Information:

In conducting their due diligence for the purchase of the public works facility from the City, Trinidad/Benham discovered that there is a right-of-way and utility, road and drainage easement on the portion of the property that they are purchasing from the city. This ROW and easement were never fully dedicated by the city. In order to complete the sale of the property, the city is conveying that land, including the real property described by the ROW Deed to the buyer and the buyer will convey an easement back to the city for the water and sewer lines in that area. There are also other third party utility providers in that area and the buyer will work with those utilities to establish easements for their lines. A copy of the amendment with the proposed Permanent Utility Easement is attached.

Financial Summary:

This amendment has no financial impact to the city.

Staff Recommendation:

Staff recommends approval.

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Third Amendment**”) is made and entered into this _____ day of December, 2022 (the “**Effective Date**”), by and between CITY OF LA VERGNE, TENNESSEE, a Tennessee municipal corporation (“**Seller**”) and TRINIDAD/BENHAM CORP., a Colorado corporation (“**Buyer**”). Seller and Buyer may be collectively referred to herein as the “**Parties**”.

RECITALS:

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement dated September 6, 2022 (the “**Original Agreement**”), as amended by that certain First Amendment to Purchase and Sale Agreement dated September 30, 2022 (the “**First Amendment**”), as amended by that certain Second Amendment to Purchase and Sale Agreement dated October 14, 2022 (the “**Second Amendment**”, and together with the Original Agreement and First Amendment, the “**Agreement**”), concerning the sale and purchase of the Property, as further described in the Agreement.

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

AGREEMENT:

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

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

2. Title Matters.

a. The Parties acknowledge and agree that a portion of the Land, as defined in the Original Agreement, was separately conveyed by Seller as an intended right-of-way pursuant to that certain Utility, Road and Drainage Easement and Right of Way Deed dated April 3, 1997, recorded in Book 594, Page 485 in the Register’s Office of Rutherford County (the “**ROW Deed**”).

b. Seller has investigated the ROW Deed and determined that the right-of-way described therein was never formally dedicated by Seller. Seller hereby agrees to convey the Land, including the real property described by the ROW Deed, to Buyer at Closing, pursuant to the legal description attached to Exhibit A of the Original Agreement.

c. Buyer hereby agrees to convey an easement in the form attached to this Third Amendment as **Exhibit A**, for water and sewer lines to the Seller (the “**Easement**”) at Closing. The Easement shall be a required Closing Document pursuant Section 9.2 of the Original Agreement.

d. Buyer acknowledges that the Property is serviced by certain third party utilities providers (the “**Third Party Utility Providers**”) by means of overhead power, telephone, and cable lines and certain underground communication lines (the “**Third Party Utility Lines**”) for which recorded easements have not been located. Buyer will work with the Third Party Utility Providers post-Closing to establish easements for the Third Party Utility Lines.

e. Notwithstanding that Buyer shall own the Land at Closing, Buyer hereby acknowledges to Seller that in the event Buyer decides to improve the Improvements after Closing, Buyer may be required by the City of La Vergne to dedicate a portion of the Land for a cul-de-sac drive at the end of International Drive.

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

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

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

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

SELLER:

CITY OF LA VERGNE, TENNESSE,
a Tennessee municipal corporation

By: _____
Name: Jason Cole
Title: Mayor

BUYER:

TRINIDAD/BENHAM CORP.,
a Colorado corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Form of Easement

This instrument prepared by:
E. Evan Cope, City Attorney
City of La Vergne
119 East Main Street
Murfreesboro, TN 37130

Map _____ Parcel _____

PERMANENT UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand to us paid by CITY OF LA VERGNE, a Tennessee municipal corporation in Rutherford County, Tennessee ("**Grantee**"), the receipt of which is hereby acknowledged, and for and in consideration of the benefits to accrue to our land of which the hereinafter described parcel of land is a part, the undersigned, TRINIDAD/BENHAM CORP., a Colorado corporation, (hereinafter referred to as "**Grantor**"), has this day bargained and sold and does hereby transfer unto said Grantee, its successors and assigns forever, the following public utility easement in, upon, along, under, through and across the parcel of real estate owned by Grantor described on **Schedule A** (the "**Grantor Property**") in the area depicted on **Schedule B** (the "**Easement Area**"), with all necessary rights of ingress and egress to and from said parcel, for the purpose of locating, laying, constructing, installing, servicing, repairing, replacing, enlarging, maintaining, and operating public utilities, together with all necessary or appropriate fittings, appliances and appurtenances thereto (hereinafter, collectively, the, "**Utilities**"), in upon, along, under and through and across the Easement Area (the "**Utility Easement**"):

Grantor reserves for itself the right to use the Easement Area and to grant further easements and other interests in the Easement Area to other grantees so long as such grants and uses do not unreasonably interfere with Grantee's exercise of its rights hereunder. Without limitation of the foregoing, Grantor shall reserve the right to park automobiles and trucks and shall have the right to install, construct and maintain (or permit to be installed, constructed and maintained) the following within the Easement Area: driveway, parking area, landscaping and utilities.

Grantee shall (i) maintain and keep in good repair all improvements installed by it within the Easement Area; (ii) restore fences, borders, irrigation systems, landscaping, parking areas and other improvements, to the conditions existing

prior to Grantee's activities; and (iii) be solely responsible for any and all loss, liens, claims, liability, costs or expenses incurred as a result of Grantee's use of the Grantor Property (including any environmental contamination caused by Grantee, its agents, employees, and/or contractors).

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of said real estate, has a good right to convey the same, and that it is unencumbered, except as may be shown by the public records as of the date of the instrument.

The Grantor further covenants and binds itself, its heirs and assigns in title or interest in and to said parcel, not to permit any grading that will damage the integrity of Utilities, and not to do or cause or permit to be done upon said parcel any other things or acts of any kind whatsoever that will cause or be likely to cause damage or injury to Utilities, including fittings, appliances or appurtenances.

Any notice to be given pursuant to this instrument shall be in writing, shall be deemed to have been given upon (a) three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested or (b) one (1) day after being deposited with Federal Express or another reliable overnight courier service, properly addressed to the name and address of the owner of the applicable property. The parties addresses are as follows:

If to Grantor:

Trinidad/Benham Corp.
3650 South Yosemite Street, Suite 300
Denver, CO 80237
Attn: Legal Department

If to Grantee:

City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086
Attention: Bruce Richardson, City Administrator

This instrument shall be construed in accordance with the laws of the State of Tennessee.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the ____ day of _____, _____.

IN WITNESS WHEREOF, Grantor executed this Agreement on the date set forth above.

GRANTOR:

TRINIDAD/BENHAM CORP.,
a Colorado corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ as _____ of TRINIDAD/BENHAM CORP., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

CITY:

City of La Vergne,
a Tennessee municipal corporation

By: _____
Name: Jason Cole
Title: Mayor

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Jason Cole as Mayor of CITY OF LA VERGNE, a Tennessee municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

SCHEDULE A

Legal Description of Grantor Property

The land referred to herein below is situated in the County of Rutherford, State of Tennessee, and described as follows:

A PARCEL OF LAND SITUATED ADJACENT TO OR ALONG THE DAVIDSON RUTHERFORD COUNTY LINE, BEING IN THE SECOND CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND IN THE THIRD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

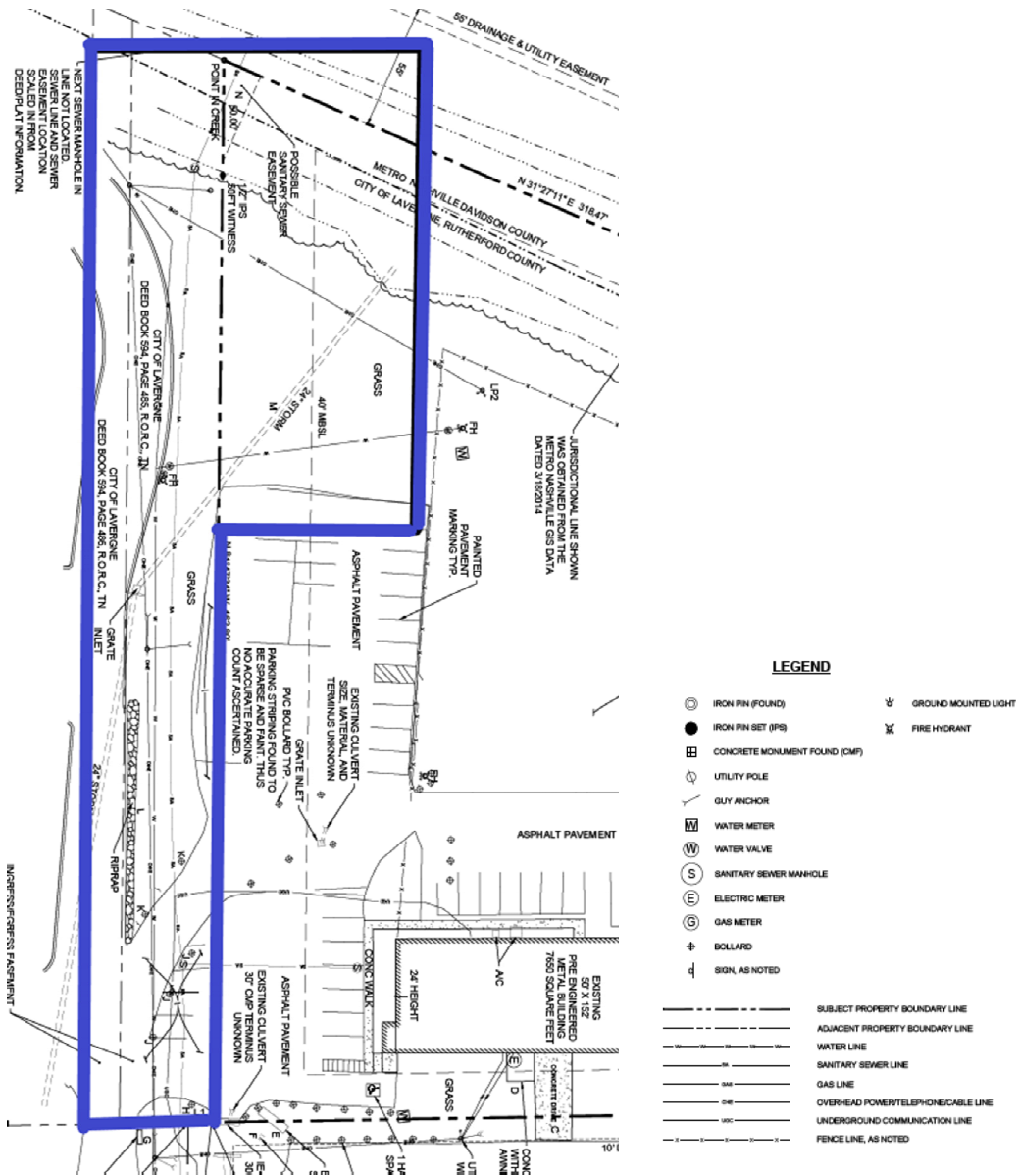
BEGINNING AT A POINT IN RUTHERFORD COUNTY SITUATED IN THE SOUTHERLY MARGIN OF INTERNATIONAL BOULEVARD, SAID POINT BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO INTERCHANGE CITY ASSOCIATES LTD., AND THE SOUTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE N 84°58'56" W, A DISTANCE OF 480.73 FEET TO A POINT; THENCE N 28°14'34" E, A DISTANCE OF 361.70 FEET TO A POINT; THENCE N 27°42'47" E, A DISTANCE OF 678.01 FEET TO A POINT; THENCE N 24°33'45" E, A DISTANCE OF 29.12 FEET TO A POINT; THENCE S 85°26'47" E, A DISTANCE OF 54.54 FEET TO A POINT; THENCE S 4°18'26" W, A DISTANCE OF 985.86 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CITY OF LA VERGNE, A TENNESSEE MUNICIPAL CORPORATION, BY DEED FROM THIRD NATIONAL BANK, IN NASHVILLE, A NATIONAL BANKING ASSOCIATION, OF RECORD IN DEED [BOOK 478, PAGE 677](#), IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

SCHEDULE B

Depiction of Easement Area

A 10 foot wide parcel of land from the center line of the water lines, storm sewer, and sanitary sewer lines lying within boundary of the Grantor Property as depicted within the outline below.





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve Vendor Agreement for Participation in the Low Income Household Water Assistance Program with Mid-Cumberland Community Action Agency.

Department: Water Billing

Presented By: Allison Goutzoulis

Item Attachments: 1. LIHWAP Vendor Agreement

Summary:

This is an agreement to begin accepting water and sewer bill payments through the Low-Income Household Water Assistance Program through the Mid-Cumberland Community Action Agency.

Background Information:

The LIHWAP program aims to assist low-income households and seniors with the payment of water and sewer bills. This is a federally funded program with \$25 Million to be administered across the state by the THDA through a network of nineteen (19) local administering agencies, which for our area is the Mid-Cumberland Community Action Agency. The purpose of the LIHWAP funds is to restore or prevent disconnections of water services to eligible households, by providing funds directly to the utility company, to bring the account current and help reduce the water and wastewater burden by assisting with current bills. This program is a one-time payment assistance program each program year. In Rutherford County, Consolidated Utility and the Town of Smyrna are participating in this program. Participating in this program will increase some administrative duties for the Water Billing Department. Also, the city may be required to participate in any audits or investigations conducted by the Federal Government regarding this program. The cost of these investigations would be born by Mid-Cumberland.

Financial Summary:

If a customer is eligible, then the agency will pay the water/sewer bill for that customer. There are no additional city expenses to participate in the program other than any additional work needed to administer the program or stay in compliance with the requirements of the federal grant.

Staff Recommendation:

Staff recommends approval.

**VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT
FOR PARTICIPATION IN
LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) BETWEEN**

City of La Vergne

(Printed Name of Water Vendor/Supplier or Public Housing Authority ("Vendor"))

AND

Mid-Cumberland Community Action Agency

(Printed Name of Local LIHWAP Agency ("LIHWAP Agency"))

THIS AGREEMENT is by and between Vendor and LIHWAP Agency for the provision of water and/or wastewater assistance to low-income households. In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Vendor type.

☐ Independent

☒ Municipality

☐ Cooperative

☐ Public Housing Authority

☐ Other: _____

B. Vendor agrees to the following conditions and terms:

1. To participate in the Low Income Household Water Assistance Program (LIHWAP) in accordance with the approved LIHWAP State Plan and Federal regulations.
2. To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services.
3. To apply benefit check or voucher amounts to the water related accounts of eligible and certified households.
4. To not discriminate against the eligible households in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the household.

5. To record the LIHWAP payments in Vendor's books as a credit to the LIHWAP households' current active water account.
6. To refund, upon receipt, any LIHWAP credit balances to the LIHWAP Agency who made the payment on behalf of the household.
7. To provide, at no cost, a household's water consumption history for the previous twelve (12) months, or available history.
8. To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked for noncompliance by Vendor.
9. To permit and cooperate with State and/or Federal investigations undertaken in connection with the American Rescue Plan Act of 2021 SEC. 2912. FUNDING FOR WATER ASSISTANCE PROGRAM and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) SEC. 533 as amended, concerning the use of funds received under this title in order to evaluate compliance with the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to Vendor in advance of any investigation and the costs of conducting such an investigation will be born by the LIHWAP Agency.

C. The LIHWAP Agency agrees to the following conditions and terms:

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LIHWAP Agency. Payments for all non-home delivered fuel types will be made within 90 days from the date the voucher is received back from Vendor.
2. To provide guidance to Vendor during the implementation and operation of the LIHWAP Program.
3. To maintain the right to monitor, evaluate and spot-check the Vendor's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the LIHWAP Agency for eligible households according to LIHWAP guidelines.

D. All parties agree to the following:

1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and ensure that no person on the basis of handicap, race, color, religion, sex, age or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment

practices of Vendor or LIHWAP Agency. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rate of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. Both parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. Either party may terminate this agreement by giving a written fifteen (15) day notice.
3. LIHWAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this agreement.
4. The beginning date of this agreement is _____, and the ending date shall be _____.
5. The execution of this Agreement by Vendor to participate in LIHWAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by Vendor pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the Agreement or State or Federal law.
6. This Agreement may only be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

D. Debarment, Suspension, and Other Responsibility Matters

(1) Vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where Vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this proposal.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

[SIGNATURE PAGES TO FOLLOW]

VENDOR:

City of La Vergne
PRINTED NAME OF VENDOR

SIGNATURE OF DIRECTOR/BUSINESS MANAGER

DATE

5093 Murfreesboro Road
ADDRESS

<u>La Vergne</u>	<u>TN</u>	<u>37086</u>	<u>615-793-6295</u>
CITY	STATE	ZIP CODE	PHONE NUMBER

786709477
DUNS Number (If Applicable)

LIHWAP AGENCY:

Mid-Cumberland Community Action Agency
PRINTED NAME OF LIHWAP AGENCY

SIGNATURE OF EXECUTIVE DIRECTOR

DATE



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: Approve Meeting Calendar for 2023.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. 2023 Meeting Calendar

Summary:

This will approve the proposed meeting calendar for 2023.

Background Information:

Each year, the proposed meeting calendar is approved by the BOMA. This allows for these meeting dates to be advertised in the newspaper for the upcoming year.

There are a few variations this year due to holidays and other conflicts. In January, the LEPC Meeting will be moved from the first Monday to the second Monday due to the New Year's Day holiday. The BOMA Workshop and Meeting will be back-to-back Tuesday/Thursday nights on January 3rd and 5th. The Senior Citizens Advisory and Parks & Recreation Advisory meetings are being moved to the 4th Monday due to the Martin Luther King, Jr. holiday on the 3rd Monday. In June, the Senior Citizens Advisory and Parks & Recreation Advisory meetings are being moved to the 4th Monday due to the Juneteenth Holiday on the 3rd Monday. In July, the Mayor Aldermen Meeting is being moved from the July 4th to July 6th due to the Independence Day holiday. In October, the BOMA Meeting will be moved from the 1st Tuesday to the 1st Thursday due to National Night Out.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

January 2023

January 2023							February 2023						
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
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28				

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 1 - 7	Jan 1, 23	2	3	4	5	6	7
		8:00am Offices Closed - New Year's Day	2:00pm BOZA / PC Deadlines 6:30pm MA Workshop		7:00pm MA Meeting		
Jan 8 - 14	8	9	10	11	12	13	14
		2:00pm LEPC Meeting 5:00pm Library Board		2:30pm City Court 5:00pm Housing Authority Meeting	6:30pm EDAC Meeting		
Jan 15 - 21	15	16	17	18	19	20	21
		8:00am Offices Closed - Martin Luther King, Jr.	5:30pm PC Workshop	2:30pm City Court	6:00pm Beer Board Meeting		
Jan 22 - 28	22	23	24	25	26	27	28
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory Meeting		2:30pm City Court	4:00pm Beer Board Deadline		
Jan 29 - Feb 4	29	30	31	Feb 1	2	3	4
		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting				

February 2023

February 2023							March 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	5	6	7	1	2	3	4
12	13	14	8	9	10	11	12	13	14	8	9	10	11
19	20	21	15	16	17	18	19	20	21	15	16	17	18
26	27	28	22	23	24	25	26	27	28	22	23	24	25

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 29 - Feb 4	Jan 29	30	31	Feb 1	2	3	4
					6:30pm MA Workshop		Father/Daughter Dance
Feb 5 - 11	5	6	7	8	9	10	11
			7:00pm MA Meeting	2:30pm City Court 5:00pm Housing Authority Meeting			
Feb 12 - 18	12	13	14	15	16	17	18
			5:30pm PC Workshop	2:30pm City Court	6:00pm Beer Board Meeting		
Feb 19 - 25	19	20	21	22	23	24	25
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Greenway Advisory Meeting		2:30pm City Court	4:00pm Beer Board Deadline		
Feb 26 - Mar 4	26	27	28	Mar 1	2	3	4
		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting				

March 2023

March 2023							April 2023						
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
Feb 26 - Mar 4	Feb 26	27	28	Mar 1	2 6:30pm MA Workshop	3	4
Mar 5 - 11	5	6	7 7:00pm MA Meeting	8 2:30pm City Court 5:00pm Housing Authority Meeting	9 Strategic Planning Retreat	10	11
Mar 12 - 18	12	13 5:00pm Library Board	14 5:30pm PC Workshop	15 2:30pm City Court	16 6:00pm Beer Board Meeting	17	18
Mar 19 - 25	19	20 4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Historical Preservation Advisor	21	22 2:30pm City Court	23	24	25
Mar 26 - Apr 1	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	Apr 1

April 2023

April 2023							May 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	7	1	2	3	4	5	6
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Mar 26	27	28	29	30	31	Apr 1
3/26 - 31							Easter Egg Drive-Thru
	2	3	4	5	6	7	8
4/2 - 7		2:00pm LEPC Meeting	7:00pm MA Meeting			8:00am Offices Closed - Good Friday	
	9	10	11	12	13	14	15
4/9 - 14			5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting	6:30pm EDAC Meeting		
	16	17	18	19	20	21	22
4/16 - 21		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Beautification		2:30pm City Court	6:00pm Beer Board Meeting		
	23	24	25	26	27	28	29
4/23 - 28		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting	2:30pm City Court	4:00pm Beer Board Deadline 6:30pm MA Workshop		
	30	May 1	2	3	4	5	6
4/30 - 5/5							

May 2023

May 2023							June 2023						
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	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 30 - May 6	Apr 30	May 1	2	3	4	5	6
			7:00pm MA Meeting				
May 7 - 13	7	8	9	10	11	12	13
		5:00pm Library Board	5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting			Block Party
May 14 - 20	14	15	16	17	18	19	20
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Greenway Advisory Meeting		2:30pm City Court	6:00pm Beer Board Meeting		
May 21 - 27	21	22	23	24	25	26	27
				2:30pm City Court	4:00pm Beer Board Deadline		
May 28 - Jun 3	28	29	30	31	Jun 1	2	3
		8:00am Offices Closed - Memorial Day	2:00pm BOZA / PC Deadlines 5:30pm BOZA Meeting 6:00pm PC Meeting				

June 2023

June 2023							July 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	2	3	4	5	6	7	1
11	12	13	14	8	9	10	9	10	11	12	13	14	8
18	19	20	21	15	16	17	16	17	18	19	20	21	15
25	26	27	28	22	23	24	23	24	25	26	27	28	22
				29	30		30	31					29

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 28 - Jun 3	May 28	29	30	31	Jun 1	2	3
					6:30pm MA Workshop		
Jun 4 - 10	4	5	6	7	8	9	10
			7:00pm MA Meeting				
Jun 11 - 17	11	12	13	14	15	16	17
			5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting	6:00pm Beer Board Meeting		
Jun 18 - 24	18	19	20	21	22	23	24
		8:00am Offices Closed - Juneteenth		2:30pm City Court			
Jun 25 - Jul 1	25	26	27	28	29	30	Jul 1
		2:00pm BOZA / PC Deadlines 4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory	5:30pm BOZA Meeting 6:00pm PC Meeting	2:30pm City Court	4:00pm Beer Board Deadline 6:30pm MA Workshop		

July 2023

July 2023							August 2023						
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	31		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jun 25	26	27	28	29	30	Jul 1
Jun 25 - Jul 1							
	2	3	4	5	6	7	8
Jul 2 - 8		2:00pm LEPC Meeting	8:00am Offices Closed - Independence Day		7:00pm MA Meeting		
	9	10	11	12	13	14	15
Jul 9 - 15		5:00pm Library Board	5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting	6:30pm EDAC Meeting		
	16	17	18	19	20	21	22
Jul 16 - 22		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory Meeting		2:30pm City Court	6:00pm Beer Board Meeting		
	23	24	25	26	27	28	29
Jul 23 - 29			5:30pm BOZA Meeting 6:00pm PC Meeting	2:30pm City Court	4:00pm Beer Board Deadline 6:30pm MA Workshop		
	30	31	Aug 1	2	3	4	5
Jul 30 - Aug 5		2:00pm BOZA / PC Deadlines					

August 2023

August 2023							September 2023						
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

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 30 - Aug 5	Jul 30	31	Aug 1	2	3	4	5
			7:00pm MA Meeting				
Aug 6 - 12	6	7	8	9	10	11	12
			5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting		Howl at the Moon 5K	
Aug 13 - 19	13	14	15	16	17	18	19
				2:30pm City Court	6:00pm Beer Board Meeting		
Aug 20 - 26	20	21	22	23	24	25	26
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Greenway Advisory Meeting		2:30pm City Court			
Aug 27 - Sep 2	27	28	29	30	31	Sep 1	2
		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting		4:00pm Beer Board Deadline 6:30pm MA Workshop		

September 2023

September 2023							October 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
							29	30	31				

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 27 - Sep 2	Aug 27	28	29	30	31	Sep 1	2
Sep 3 - 9	3	4	5	6	7	8	9
		8:00am Offices Closed - Labor Day	7:00pm MA Meeting				
Sep 10 - 16	10	11	12	13	14	15	16
		5:00pm Library Board	5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting		Old Timers Festival Kick	Old Timers Festival
Sep 17 - 23	17	18	19	20	21	22	23
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Historical Preservation Advisor		2:30pm City Court	6:00pm Beer Board Meeting		
Sep 24 - 30	24	25	26	27	28	29	30
		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting	2:30pm City Court	4:00pm Beer Board Deadline 6:30pm MA Workshop		

October 2023

October 2023							November 2023						
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
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 1 - 7	Oct 1	2	3	4	5	6	7
		2:00pm LEPC Meeting	National Night Out		7:00pm MA Meeting		
Oct 8 - 14	8	9	10	11	12	13	14
			5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting	6:30pm EDAC Meeting		
Oct 15 - 21	15	16	17	18	19	20	21
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Beautification and Arts Advisory Co		2:30pm City Court	6:00pm Beer Board Meeting		Goblins & Goodies / Zc
Oct 22 - 28	22	23	24	25	26	27	28
				2:30pm City Court	4:00pm Beer Board Deadline		
Oct 29 - Nov 4	29	30	31	Nov 1	2	3	4
		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting				

November 2023

November 2023							December 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	3	4	5	6	7	1	2
12	13	14	8	9	10	11	10	11	12	13	14	8	9
19	20	21	15	16	17	18	17	18	19	20	21	15	16
26	27	28	22	23	24	25	24	25	26	27	28	22	23
			29	30			31					29	30

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 29 - Nov 4	Oct 29	30	31	Nov 1	2	3	4
					6:30pm MA Workshop		
Nov 5 - 11	5	6	7	8	9	10	11
			7:00pm MA Meeting	2:30pm City Court 5:00pm Housing Authority Meeting		8:00am Offices Closed - Veteran's Day	Veterans Day Celebrati
Nov 12 - 18	12	13	14	15	16	17	18
		5:00pm Library Board	5:30pm PC Workshop	2:30pm City Court	6:00pm Beer Board Meeting		
Nov 19 - 25	19	20	21	22	23	24	25
		4:30pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Greenway Advisory Meeting			8:00am Offices Closed - Thanksgiving	8:00am Offices Closed - Thanksgiving	
Nov 26 - Dec 2	26	27	28	29	30	Dec 1	2
		2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting		4:00pm Beer Board Deadline 6:30pm MA Workshop		

December 2023

December 2023							January 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	7	1	2	3	4	5	6
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Nov 26	27	28	29	30	Dec 1	2
11/26 - 12/1							Parade of Lights / Wint
	3	4	5	6	7	8	9
12/3 - 8			7:00pm MA Meeting				
	10	11	12	13	14	15	16
12/10 - 15			5:30pm PC Workshop	2:30pm City Court 5:00pm Housing Authority Meeting			
	17	18	19	20	21	22	23
12/17 - 22				2:30pm City Court	6:00pm Beer Board Meeting	8:00am Offices Closed - Christmas Eve	
	24	25	26	27	28	29	30
12/24 - 29		8:00am Offices Closed - Christmas 2:00pm BOZA / PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting		4:00pm Beer Board Deadline		
	31	Jan 1, 24	2	3	4	5	6
12/31 - 1/5							



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: **Resolution #2022-26** - 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: Police

Presented By: Burrel Davis

Item Attachments:

1. Resolution #2022-26
2. Surplus Form - Stop Sticks

Summary:

The La Vergne Police Department is requesting the Board to declare used Stop Sticks as surplus property so that it can be donated to another department in need.

Background Information:

Stop Sticks are tire deflation devices that are used to stop vehicles when fleeing from a police officer. These used and partially damaged devices are no longer needed by the department because we have purchased replacement devices. There are a total of 38 Stop Stick devices. These items can be declared as surplus to the city's needs.

Financial Summary:

No financial impact.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2022-26

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		
Stop Sticks (One Lot of 38 Devices)	One lot of 38 Stop Sticks; each device is 3 feet long; devices are operable but are damaged.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with the City of La Vergne Surplus Property Policy (Resolution #2012-16) and if approved, Resolution #2022-27, a Resolution to Donate Surplus Stop Sticks to the Weakley County Sheriff's Office, the City Administrator is granted authority, for and on behalf of the City of La Vergne, to execute the donation of 38 used Stop Sticks to the Weakley County Sheriff's Office pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 6th day of December, 2022.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: 2020,21 & 22	Manufacturer: Stop Sticks LTD.	Model #: 3 Foot Sticks - Total of (38)
Serial Number: Each Stop Stick has its own individual number		
Description of Use: Stop Sticks are designed to deflate tires of fleeing suspects in pursuits.		
Color:	combo of Black, Red and White	Size (L x W x H): 3 foot individual sections
Material:	☐ Cloth ☒ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: N/A	Equipment was maintained every: N/A		☐ Hours	☐ Days
Damage:	☐ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: (38) used Stop Sticks that have been used in the deployment to end pursuits and are damaged.				

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:	They have been used and have already been replaced.
Current Estimated Value:	\$10.00 Each Total of 38 sticks for a Grand Total of \$380.00
Suggested Minimum Sale Price:	Donation
Location of Property:	Captain Kaul's Office
For more information, contact:	Captain Kaul 615 416 4578

Department Information:

Your Name: Capt. Konrad Kaul	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: \$ _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: **Resolution #2022-27** - A Resolution to Donate Surplus Stop Sticks to Weakley County Sheriff's Office.

Department: Police

Presented By: Burrel Davis

Item Attachments:

1. Resolution #2022-27
2. Request - Stop Stick Donation

Summary:

This resolution will authorize the donation of 38 used Stop Sticks to Weakley County Sheriff's Office.

Background Information:

The La Vergne Police Department utilizes Stop Sticks as a tire deflation device. Once the stick is used, it is taken out of service and a free new stick is sent by the company. Weakley County Sheriff's Office can benefit from the used devices.

Financial Summary:

No financial impact.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2022-27

A RESOLUTION TO DONATE SURPLUS STOP STICKS TO WEAKLEY COUNTY SHERIFF'S OFFICE.

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

WHEREAS, these Stop Sticks have been removed from service and have been replaced with new devices and pursuant to Resolution #2022-26, the old devices have been considered as surplus equipment that are 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 Stop Sticks to the Weakley County Sheriff's Office 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 Weakly County Sheriff's Office 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 38 used Stop Sticks to the Weakley County Sheriff's Office pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

RESOLVED this the 6th day of December, 2022.

By _____
Mayor

ATTEST

By _____
City Recorder



TERRY MCDADE
SHERIFF

WEAKLEY COUNTY SHERIFF'S OFFICE

7951 Hwy 22 • P.O. Box 545 • Dresden, TN 38225 • Phone (731) 364-5454 • Fax (731) 364-6840

To whom it may concern,

I am respectfully requesting any used "Stop Sticks" and additional related equipment from the La Vergne Police Department to be donated to the Weakley County Sheriff's Office. I sincerely appreciate your consideration.

Respectfully,

Sheriff Terry McDade

Weakley County Sheriff

A handwritten signature in black ink, reading "Terry McDade", is written below the printed name.



5093 Murfreesboro Road
La Vergne, TN 37086
(615) 793-7744
police.lavergnetn.gov

To: Chief Davis and Bruce Richardson

Fr: Captain Konrad Kaul

Dt: 11/8/2022

Re: Donation of (38) used Stop Sticks

Weakly County Sheriff Terry McDade has reached out to our department and requested any used Stop Sticks be donated to the Weakly County Sheriffs Department. I consulted with Attorney Even Cope at the request of Deputy Chief Hatcher and he advised we could donate the used Spike Strips as along as the City declared them surplus property. Once the Stop Sticks are declared surplus property, the BOMA could move/vote to donate the used Stop Sticks to the Weakly County Sheriffs Department. I have completed a City of La Vergne General Surplus Property Form and have attached the Sheriff's request from Weakly County to the form and this memo. There are a total of 38 used Stop Sticks.

Sincerely

Capt. Konrad Kaul



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 1, 2022

Item Title: **Resolution #2022-28** - A Resolution to Authorize City Officials and Employees to Take Such Action as They Deem Appropriate to Enforce the Bid Bond Submitted by Fellowship Construction, Inc., and Issued by Ohio Farmers / Westfield Insurance Company.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Resolution #2022-28

Summary:

This is a Resolution regarding the enforcement of the Bid Bond that was submitted for the construction of Fire Station #41.

Background Information:

The bids for New Fire Station 41 were opened on August 31, 2022. Fellowship was the lowest bidder. Fellowship was awarded the project by the Board on September 6, 2022 and notice was given to them on September 16, 2022, but it failed to enter into a contract or provide the surety bonds and certificates of insurance within the time required by the supplementary instructions to bidders.

The City filed a claim on Fellowship's bid bond on October 19, 2022 with the surety, Ohio Farmers/Westfield Insurance Company. As of November 15, 2022, the surety advised that the claim is under investigation. It is our understanding that Fellowship is disputing and contesting the claim. The surety has not stated when it will decide whether to pay the claim.

Financial Summary:

The bid bond amount is \$486,778.90, which would help offset the amount of the higher bid that had to be approved because the low bidder did not sign the contract that was offered.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2022-28

A RESOLUTION TO AUTHORIZE CITY OFFICIALS AND EMPLOYEES TO TAKE SUCH ACTION AS THEY DEEM APPROPRIATE TO ENFORCE THE BID BOND SUBMITTED BY FELLOWSHIP CONSTRUCTION, INC. AND ISSUED BY OHIO FARMERS / WESTFIELD INSURANCE COMPANY.

WHEREAS, the Board of Mayor and Aldermen declared Fellowship Construction, Inc. (the, "Contractor"), in default of its bid obligations for withdrawing its bid and rejecting the contract for construction of Fire Station #41 awarded by the Board of Mayor and Aldermen on September 6, 2022; and

WHEREAS, the Contractor submitted a bid bond issued by Ohio Farmers / Westfield Insurance Company (the, "Surety") as security in the event the Contractor failed to fulfill its bid obligations (the, "Bid Bond"); and

WHEREAS, the City of La Vergne filed a claim on the Bid Bond with the Surety on October 19, 2022 demanding payment of the same in the amount of \$486,778.90 (the, "Claim"); and

WHEREAS, upon information and belief, the Contractor is disputing and contesting the Claim; and

WHEREAS, it may be necessary to take legal action or other measures in an effort to enforce the Bid Bond; and

WHEREAS, it is in the best interests of the citizens of the City of La Vergne that city officials and employees be authorized to take such action as they deem appropriate to enforce the Bid Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE that city officials and employees are authorized to take such action as they deem appropriate to enforce the Bid Bond.

Adopted and approved this 6th day of December, 2022.

Mayor

ATTEST:

City Recorder



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 28, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Vacant - Alderman - Chairman		Term of Office
Mark Bell	May 2022	April 30, 2025
Tabitha Howard	May 2022	April 30, 2023
Alfred "Al" Lane	May 2022	April 30, 2025
Samantha Agee-Roark	May 2022	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026
Vacant (Marshall Smith)		April 30, 2026

We need to appoint a council member to this committee. Whoever is chosen by the board will be the chairman of this committee.

We also have a vacancy on this committee due to the resignation of Marshall Smith. We have started advertising this position on Channel 3 and Social Media, but have not received any applications at this time.



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M E M O

DATE: NOVEMBER 28, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Economic Development Advisory Committee		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Vacant - Chairman (BOMA)		Term of Office
Floyd Dennis	May 2015	June 30, 2025
Justin Greer	July 2022	June 30, 2026
Nathaniel Holzmann	November 2018	June 30, 2023
Daniel Pazych	August 2019	June 30, 2023
Diane Sanders	February 2021	June 30, 2023
Eric Tuttobene	March 2013	June 30, 2024

We need to appoint a council member to this committee. Whoever is chosen by the board will be the chairman of this committee.



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M E M O

DATE: NOVEMBER 28, 2022

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: GREENWAY ADVISORY COMMITTEE

Greenway Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Vacant - Chairman (BOMA)		Term of Office
Leslie Ballard	November 2019	January 31, 2024
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2023
Melissa Joyner	November 2018	December 31, 2022
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2023

We need to appoint a council member to this committee. Whoever is chosen by the board will be the chairman of this committee.

Also, the term for Melissa Joyner will expire on December 31, 2022. We will contact her to see if she wants to remain on this committee. We will also start advertising this position on Channel 3 and Social Media. This portion of the item will not be on the agenda for Tuesday's meeting.



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M E M O

DATE: NOVEMBER 28, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LA VERGNE HOUSING AUTHORITY

La Vergne Housing Authority (Appointed by Mayor) - 5 year terms

Name	Appointed	Term Expires
Deborah Balthrop	January 2012	November 30, 2026
Brenda Bryant	February 2015	November 30, 2024
Chuck Isbell	August 2020	November 30, 2022
Barbara McGee	March 2019	November 30, 2023
Quintina Waller	June 2022	November 30, 2025

The term for Chuck Isbell expired on November 30, 2022. He would like to stay on this board. We have no other applicants. The Mayor makes appointments to the Housing Authority.

Current Applicant:

- Chuck Isbell



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 28, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Vacant (BOMA)		December 31, 2024
Bridget Cole - Vice-Chairman	February 2016	December 31, 2022
Carissa Benton	November 2022	December 31, 2024
Dr. Martin Burgess	December 2021	December 31, 2023
Gary Frazier	February 2014	December 31, 2022
Kemishia Sadler	February 2018	December 31, 2023
Linda Steed	July 2017	December 31, 2022

We need to appoint a council member to this committee. The chairman on the Library Board is selected by the Library Board members as required by State Law.

We also have three terms that will expire at the end of December - Bridget Cole, Gary Frazier and Linda Steed. Unfortunately, Bridget Cole and Gary Frazier are not eligible to be reappointed due to term limits imposed by the State Legislature. We will contact Linda Steed to see if she would like to stay on this board. We will start advertising these positions on Channel 3 and Social Media. This portion of the item will not be on the agenda for Tuesday's meeting.



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M E M O

DATE: NOVEMBER 29, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Vacant - Chairman (BOMA)		Term of Office
Burrel Davis - Vice-Chairman - LPD	June 2013	December 31, 2025
Ronny Beasley - LFD	July 2020	December 31, 2025
Justin Blair - Rescue Unit	January 2015	December 31, 2022
Curtis Brinkley - LFD	February 2019	December 31, 2025
Christopher Buck - Box 100	June 2021	December 31, 2024
Daniel Campbell - WTP	November 2018	December 31, 2022
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2023
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2023
Brent Hatcher - Police Department	December 2021	December 31, 2022
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2023
Steve Pope - Ambulance Service	January 2021	December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Phillis Rogers - Finance	September 2007	December 31, 2023
Adam Rose - R.C. S.O.R.T.	April 2014	December 31, 2023
Randolph Salyers - Codes Department	July 2012	December 31, 2023
Chris Schmidt - Rescue Unit	October 2005	December 31, 2022
Alexandra Thompson - Stormwater	August 2020	December 31, 2022

We need to appoint a council member to this committee. Whoever is chosen by the board will be the chairman of this committee.

Also, the terms for Justin Blair, Daniel Campbell, Brent Hatcher, Chris Schmidt and Alex Thompson expire on December 31, 2022. We will contact them to see if they wish to remain on this committee. This portion of the item will not be on the agenda for Tuesday's meeting.



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M E M O

DATE: NOVEMBER 29, 2022

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: PARKS & RECREATION ADVISORY COMMITTEE

Parks & Recreation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2023
Laura Davidson	March 2021	January 31, 2025
Jodi Espinoza	February 2022	December 31, 2025
Vacant (Carol Haas)		May 31, 2023
Chuck Isbell	November 2021	December 31, 2022
Jiles Perry	March 2021	January 31, 2025

There is one vacancy on this committee due to the resignation of Carol Haas following her election to the Board. We have not started advertising this position yet, but we have received one application.

Current Applicant:

- Rick Autery

Also, the term for Chuck Isbell will expire at the end of December. We will contact him to see if he wants to remain on this committee. We will begin advertising this position on Channel 3 and Social Media. This portion of the item will not be on the agenda for Tuesday's meeting.

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>
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Monthly
☐ Greenway Advisory Committee	Bi-Monthly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ 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: Rick Autery Home Phone: _____

Address: 105 Timberview Cr. Work Phone: _____

LaVergne 37086 Cell Phone: 615-545-9925

E-Mail Address: Rick.Autery@gmail.com

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 ☐ Home Phone ☒ Cell Phone ☒ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	<u>Glencliff</u>	<u>Doughlas College</u> <u>Nashville Tech</u>	<u>Franklin University</u>	
City, State	<u>Nashville</u>	<u>Nashville</u>	<u>Columbus, Oh</u>	
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☒ 2	☒ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	<u>Academic</u>	<u>Computers</u> <u>Electrical Maint</u>	<u>UNDERGRAD</u> <u>COURSES</u>	
Receive a diploma? (Yes/No)	<u>yes</u>	<u>No.</u>		

EXPERIENCE

Current Occupation: Retired

Please list any Professional or Occupational Experience that would apply to the Board or Committee you are applying for:

I HAVE BEEN INVOLVED IN SPORTS AND OUTDOOR ACTIVITIES MOST OF MY LIFE. I COACHED BASEBALL AND FOOTBALL ON LAVERGNE'S FACILITIES FOR MANY YEARS. I SERVED AS VICE PRESIDENT AND BOARD MEMBER IN BOTH SPORTS.

Municipal Boards / Committees on which you currently serve: SENIOR CITIZEN ADVISORY COMMITTEE

Municipal Boards / Committees on which you have previously served: _____

If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO

If YES, what is the Conflict? _____

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I ENJOY SERVING THE COMMUNITY. ALSO ENJOY ACTIVITIES THAT LEAD TO FUN AND EXERCISE FOR US ALL.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Steve Woe	Fergus Rd	20	
2	Rick Maggaret	Centennial St.	20	
3	Jason Cole	Unsure	3-4	

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: 11/22/22

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



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 29, 2021

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: PLANNING COMMISSION

Name	Appointed:	Term Expires:
Earl Garvin, Jr. - Chairman	August 2010 (Alternate) October 2010	October 31, 2025
Diane Sanders - Vice-Chairman	June 2020	December 31, 2024
Vacant - Alderman (BOMA)		Term of Office
Jason Cole - Mayor (BOMA)	November 2018	Term of Office
Terry Coleman	July 2021	October 31, 2023
Jim Hesemann	November 2021	October 31, 2025
John Rutledge	August 2020	December 31, 2024

We need to appoint a council member to the Planning Commission. This requires a motion and vote by the Board of Mayor and Aldermen.

As a reminder, the Mayor makes all appointments to the Planning Commission except for the Alderman position. I have received applications for the Planning Commission from Mark Molnar and Graeme Coates.

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	Monthly
☐ 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: Mark Molnar Cell Phone: 708.567.4812

Address: 517 Smokey Ridge Other Phone: _____
Nolensville TN 37135 Email Address: markmolnar996@gmail.com

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	Technical / Community College	College / University	Graduate / Professional
School Name	Glenbard West	College of DuPage	Northwood University	
City, State	Glen Ellyn IL	Glen Ellyn IL	Naperville IL	
Years Completed	N/A	☒ 1 ☒ 2	☒ 1 ☒ 2 ☒ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Marketing	Marketing	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation: Global Key+Strategic Accounts Manager
List any experience that would apply to the Board or Committee you are applying for: Have served on several government and non-profit boards over the past 30 years. I am a skilled negotiator, consensus builder and enjoy working with cross-Functional teams
Municipal Boards / Committees on which you currently serve: New to the area. Excited about getting involved in the community.
Municipal Boards / Committees on which you have previously served: Plan Commission - Warrenville, IL HOA President - Naperville IL City Council - Warrenville IL Treasurer - Naperville Diamonds Zoning Board - Warrenville, IL College Exposure Head Softball Coach
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO
If YES, what is the conflict?
What are the reasons why you want to serve on the Board / Committee that you have chosen? I want to contribute to the city and its citizens. This is my home and I want to ensure that future progress and growth is viable, smart and well thought out.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Mike Lee	Naperville, IL	26	224.875.0940
2	Jeff Buchanan	Asheville, NC	7	828.747.8788
3	Angelo Granuglia	Kirtland, OH	2	440.413.1855 216.319.1598

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: 11-09-2022

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

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	Monthly
☐ 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: Graeme Coates Cell Phone: 615-400-1072

Address: 203 Josh Cove Other Phone: _____

La Vergne, TN 37086 Email Address: graeme203@aol.com

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	Technical / Community College	College / University	Graduate / Professional
School Name				
City, State				
Years Completed	N/A	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A			
Receive a diploma?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Aviation Current Occupation:
List any experience that would apply to the Board or Committee you are applying for: 20 plus years of serving on the La Vergne Planning Commission
Municipal Boards / Committees on which you currently serve: Planning Commission BOZA
Municipal Boards / Committees on which you have previously served: BOMA Planning Commission BOZA Economic Development Advisory Committee & IDB
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO
If YES, what is the conflict?
What are the reasons why you want to serve on the Board / Committee that you have chosen? Long history of serving La Vergne

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Steve Noe	Fergus Road	Many	615-490-4602
2	Terry Coleman	Rosecrans Circle	Many	615-969-6030
3	Joan Thiessen	Rocky Ridge Circle	Many	615-419-8762

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.

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Signature: G. COATES

Date: 11/29/2022

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



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: DECEMBER 1, 2022

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: SENIOR CITIZENS ADVISORY COMMITTEE

Senior Citizen's Advisory Committee
Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Rick Autery	May 2018	February 28, 2025
Laura Davidson	September 2022	December 31, 2025
Roger French	January 2019	April 30, 2023
Vacant (Carol Haas)		December 31, 2022
Anthony Honeycutt	June 2021	April 30, 2023
Mary Jane Skinner	February 2004	January 31, 2024

The term for Carol Haas is vacant due to her election to the Board. We have not started advertising this position yet, but we have received two applications.

Current Applicant:

- Chuck Isbell
- Tabatha Howard

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	Monthly
☐ 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: Charles Isbell Cell Phone: 615-785-4349

Address: 118 Oalmont Dr Other Phone: _____

La Vergne TN, 37086 Email Address: cdi274@yahoo.com

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	Technical / Community College	College / University	Graduate / Professional
School Name	GED	Tennessee Technology Center	ITT	
City, State	Shelbyville, TN	Murfreesboro, TN	Nashville TN	
Years Completed	N/A	☐ 1 ☒ 2	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	HVAC/R	Drafting Design	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:
List any experience that would apply to the Board or Committee you are applying for: Not counting La Vergne I am on several boards now. United Way YLS Board Public Relations Chair, Walk Bike Nashville: Families for Safe Streets Advisory Committee
Municipal Boards / Committees on which you currently serve: La Vergne Housing Authority La Vergne Parks & Recreation Advisory Committee La Vergne Historical Preservation Advisory Committee
Municipal Boards / Committees on which you have previously served: La Vergne Housing Authority La Vergne Parks & Recreation Advisory Committee La Vergne Historical Preservation Advisory Committee
If you are appointed, will you have any potential conflict of interest? ☒ YES ☐ NO
If YES, what is the conflict? I will have to give up one my other Advisory Committee stops up. I would like to resign from the Historical Preservation Advisory Committee
What are the reasons why you want to serve on the Board / Committee that you have chosen? I have been voluntary at the Senior Citizen for several months now and would like to be on the board to help make decisions for the seniors.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Eugene Spears		35	615-975-4377
2	Sharon Seibert		6	615-542-0927
3	Valerie Franklin		8	615-974-8112

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.

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Signature: _____ Date: 11/17/2022

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

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
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☐ Greenway Advisory Committee	Monthly
☐ 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>Tabatha Howard</u>	Cell Phone: <u>(302) 331-1739</u>
Address: <u>600 Hollandale Rd</u>	Other Phone: _____
<u>LaVergne, TN 37086</u>	Email Address: <u>ItsTabie09@aol.com</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	Technical / Community College	College / University	Graduate / Professional
School Name	Lake Forest High	Mind Body Institute	American Military U	
City, State	Felton, DE	Nashville, TN	Charles Town, WV	
Years Completed	N/A	☒ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Massage Therapy	Health Sciences	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Licensed Massage Therapist/ Business Owner Current Occupation:
List any experience that would apply to the Board or Committee you are applying for: Over seven years of experience in Physical Therapy, 2.5 in skilled nursing facilities working with elderly patients with a variety of mobility and cognitive disabilities.
Municipal Boards / Committees on which you currently serve: Beautification and Arts Advisory Committee
Municipal Boards / Committees on which you have previously served: N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO
If YES, what is the conflict? N/A
What are the reasons why you want to serve on the Board / Committee that you have chosen? Being a part of our community is important to me as well as helping others. Bringing a positive impact to those around me is something I strive to do and given the opportunity to serve on this board would allow me to expand those horizons even further.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Lindsay Smith	Smyrna, TN	2	615-533-6275
2	Carol Haas	LaVergne, TN	2	615-308-1773
3	Rick Clark	Nolensville, TN	10	615-815-8221

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.

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Signature: 

Date: 11/18/2022

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



City of La Vergne

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M E M O

DATE: NOVEMBER 29, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - BEER BOARD

Beer Board

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed	Term Expires
Anthony Honeycutt - Chairman	October 2014	December 31, 2023
Jennifer Maxey - Vice-Chairman	August 2020	December 31, 2025
Dana Blair	November 1994	December 31, 2024
Kevin Oliver	August 2022	December 31, 2022
Becky Pollock	July 2021	December 31, 2022

The terms for Kevin Oliver and Becky Pollock will expire on December 31, 2022. We will contact them to see if they wish to stay on this board. We will begin advertising these positions on Channel 3 and on Social Media. This is for informational purposes only. This will not be on the agenda for Tuesday's meeting.



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M E M O

DATE: NOVEMBER 29, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Chuck Isbell)		December 31, 2022
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

The term for Chuck Isbell will expire on December 31, 2022. He has resigned from this committee. We will start advertising this position on Channel 3 and Social Media. This is for informational purposes only. This will not be on the agenda for Tuesday's meeting.



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 29, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - STORMWATER APPEALS AND ADVISORY BOARD

Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Meghan DeBeaord	January 2019	December 31, 2022
John "Wade" Dever	March 2020	December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2022
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

The terms for Meghan DeBeaord and Jeff Moss will expire on December 31, 2022. We will contact them to see if they would like to stay on this board. We will begin advertising these positions on Channel 3 and Social Media. This is for informational purposes only and will not be on the agenda for Tuesday's meeting.