

WORKSHOP AGENDA

Board of Mayor and Aldermen

January 2, 2025 @ 5:30 PM

For the January 7, 2025 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: December 3, 2024 Workshop and December 5, 2024 Regular Meeting.
2. Presentations:
 - A. Certificate of Appreciation. (Meeting only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. First Reading - **Ordinance #2024-17** - An Ordinance to Amend Title 20, Chapter 2, Section 20-208 of the La Vergne Municipal Code Regarding Parks and Recreation User Fees. (Deferred from last meeting.)
6. First Reading - **Ordinance #2024-18** - An Ordinance to Amend the City of La Vergne Fee Schedule for Parks & Recreation User Fees. (Deferred from last meeting.)
7. Second Reading - **Ordinance #2024-19** - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 5 - Economic Development Advisory Committee.
8. First Reading - **Ordinance #2024-20** - An Ordinance to Amend Title 2, Chapter 2, Section 2-202 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and to Delete Title 2, Chapter 3 of the La Vergne Municipal Code Regarding the Greenway Advisory Committee.

(Deferred from last meeting.)

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

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.)

10. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:
 1. Bid - Public Safety Unmanned Aerial System / Drones for the Police Department.
 2. Bid - Fire Hose for the Fire Department.
 3. Bid - Fireworks Display.
 4. Proposal - Evidence Management Software for the Police Department.
 5. HGAC Contract Purchase - Fire Department Personal Protective Equipment.
 6. Sole Source Purchase - Water Meters / Meter Reading Technology for the Water Department.
- B. Approve Fire Department Temporary Training Site Project.
- C. Approve Contract with Creative Concrete Solutions for Concrete Needed for the Fire Department Temporary Training Site.
- D. Approve Contract with Container Depot for Shipping Containers Needed for the Fire Department Temporary Training Site.
- E. Approve Use Agreement with Legacy Homeschool Resource Center.

NEW BUSINESS

11. First Reading - **Ordinance #2025-01** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcels 2.00, 5.02 and 14.04, Consisting of Approximately 48.2 Acres, Located at the Northeast Portion of the Roundabout on Stones River Road, 1500 East Nir Shreibman Blvd. and 480 Stones River Road. From a R-1 (Low Density Residential) and R-2 (Medium Density Residential) Zoning Districts to a C-1 (Government Use) Zoning District. (This received a favorable recommendation from the Planning Commission on November 26, 2024. A public hearing will be held at 6:30 p.m. on Tuesday, January 7, 2025.)
12. First Reading - **Ordinance #2025-02** - An Ordinance to Amend Title 1, Chapter 1, Section 1-101 of the La Vergne Municipal Code Regarding the Time and Place of Regular Meetings.

13. Motion to Authorize the Mayor to Execute a Final Settlement Agreement with US Fire Insurance Company Regarding the 24" Water Line Project. (An executive session will be held on Tuesday, January 7, 2025 at 6:00 p.m.)
14. Appoint or Remove Board / Committee Members:
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Beer Board. (One term expired 12/31/2024.)
 - C. Greenway Advisory Committee. (One term expired 12/31/2024.)
 - D. Historical Preservation Advisory Committee. (Appoint Council position; One term is vacant; One term expired 12/31/2024.)
 - E. Library Board. (Two terms expired 12/31/24; Remove one member; Appoint new member.)
 - F. Local Emergency Planning Committee. (Four terms expired 12/31/2024.)
 - G. Planning Commission. (Two terms expired 12/31/24.)
 - H. Stormwater Appeals and Advisory Board. (Two terms expired 12/31/24.)
 - I. **FYI** - Board of Zoning Appeals. (One term expires 1/31/2025.)
 - J. **FYI** - Construction Board of Adjustment and Appeals. (Two terms expire 1/31/2025.)
 - K. **FYI** - Parks & Recreation Advisory Committee. (Two terms expire 1/31/2025.)
15. Discussion - Impact Fees. (Vice-Mayor Noe)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON DECEMBER 3, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The December 3, 2024 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that Alderman Hobbs would lead the prayer and that he would lead the Pledge of Allegiance at the Regular Meeting on December 6, 2024.

ORDER OF BUSINESS

1. Oath of Office Ceremonies – Alderman Graeme Coates and Alderman Steve Noe.

No action was taken.

2. Approve Minutes: November 4, 2024 Workshop and November 7, 2024 Regular Meeting.

No action was taken.

3. Presentations:

A. Certificate of Appreciation - Dennis Waldron.

B. Presentation - Rutherford County Update.

C. Presentation - Christopher Johnson - LHS Football Coach.

No action was taken.

4. Public Comment Period.

No one spoke.

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

Department reports will be given at the December 6, 2024 regular meeting. No action was taken.

OLD BUSINESS

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

Mayor Cole explained the ordinance.

CONSENT AGENDA

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

Mayor Cole explained each item.

Vice-Mayor Noe asked about the lease agreement with Rutherford County. A discussion ensued.

Mayor Cole asked about Automated License Plate Recognition System. Captain Kaul explained.

No action was taken.

NEW BUSINESS

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

Mayor Cole explained the ordinance.

Parks and Recreation Director David McGowan approached the podium and made comments about the user fees.

No action was taken.

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

Mayor Cole explained the resolution.

No action was taken.

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

Mayor Cole explained the ordinance. A discussion ensued.

No action was taken.

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

Mayor Cole explained the ordinance. Mr. McGowan approached the podium and spoke about the committees. A discussion ensued.

No action was taken.

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

Mayor Cole explained the ordinance.

No action was taken.

13. **Resolution #2024-29 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

Mayor Cole explained the resolution.

No action was taken.

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

Mayor Cole explained the resolution.

No action was taken.

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

Mayor Cole explained the resolution.

No action was taken.

16. **Appoint or Remove Board / Committee Members:**
A. **Beautification and Arts Advisory Committee. (One term is vacant.)**
B. **Historical Preservation Advisory Committee. (Appoint Council position; One term is vacant.)**
C. **La Vergne Housing Authority. (One term expired 11/30/2024)**
D. **La Vergne Industrial Development Board. (One term is vacant.)**

- E. Library Board. (Appoint City Council position; FYI - Two terms expire 12/31/24.)
- F. Planning Commission. (Appoint Council position; One term is vacant; FYI - One term expires 12/31/24.)
- G. Stormwater Appeals and Advisory Board. (Appoint Council position; FYI - Two terms expire 12/31/24.)
- H. FYI - Beer Board. (One term expires 12/31/2024.)

Mayor Cole explained each committee No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron thanked all city staff and the Board. He wished everyone a Merry Christmas.

Alderman–Elect Coates thanked Alderman Waldron for his service to the city.

Vice-Mayor Noe asked everyone to keep Alderman Haas and her family in their prayers after the loss of her father. He congratulated Alderman-Elect Coates and made comments about the parade.

Mayor Cole thanked city staff and all the departments for a great year. He congratulated Vice-Mayor Noe and Alderman-Elect Coates on their election win.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:02 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON DECEMBER 5, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The December 5, 2024 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman-Elect Graeme Coates, Alderman Carol Haas, and Alderman Kara Hobbs.

A prayer was led by Mayor Cole and the Pledge of Allegiance was led by Rutherford County Commissioner Laura Davidson.

ORDER OF BUSINESS

1. Oath of Office Ceremonies – Alderman Graeme Coates and Alderman Steve Noe.

Judge William Cartright administered the Oath of Office for Alderman Graeme Coates.

Judge William Cartright administered the Oath of Office for Vice-Mayor Steve Noe.

2. Approve Minutes: November 4, 2024 Workshop and November 7, 2024 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the November 4, 2024 Workshop and the November 7, 2024 Regular Meeting, was adopted with all voting AYE.

3. Presentations:

A. Certificate of Appreciation - Dennis Waldron. Mayor Cole presented an appreciation award to former Alderman Dennis Waldron.

B. Presentation - Rutherford County Update. Rutherford County Commissioner Phil Wilson updated the Board on Rutherford County.

C. Presentation - Christopher Johnson - LHS Football Coach. Mayor Cole introduced the new La Vergne High School Football Coach, Christopher Johnson, to the community.

4. Public Comment Period.

No one spoke.

5. Department Reports:

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

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

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

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

CONSENT AGENDA**7. Consent Agenda Items:****A. Approve or Reject City Bids and Purchases:**

- 1. State Contract Purchase - Landscape Dump Truck for the Stormwater Department.
- 2. State Contract Purchase - Motorola Radios for Police Department.

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

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

NEW BUSINESS

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

A motion was made by Mayor Cole, seconded by Alderman Haas, to defer Ordinance #2024-17, was adopted following a roll-call vote.

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

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

A motion was made by Mayor Cole, seconded by Alderman Haas, to defer Ordinance #2024-18.

Vice-Mayor Noe asked about the deferral. Mayor Cole explained. A discussion ensued.

The motion was adopted following a roll-call vote.

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

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

A motion made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2024-19, on first reading, was adopted following a roll-call vote.

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

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

A motion was made by Alderman Hobbs, seconded by Mayor Cole, to defer Ordinance #2024-20.

Alderman Hobbs made comments about the committee.

The motion was adopted following a roll-call vote.

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

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

A motion made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2024-21, on first reading, was adopted following a roll-call vote.

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

13. Resolution #2024-29 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2024-29, was adopted following a roll-call vote.

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

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

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2024-30, was adopted following a roll-call vote.

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

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

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2024-31, was adopted following a roll-call vote.

Alderman Coates	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE

Vice-Mayor Noe	AYE
Mayor Cole	AYE

16. Appoint or Remove Board / Committee Members:

A. Historical Preservation Advisory Committee. No action was taken.

B. La Vergne Housing Authority. Mayor Cole reappointed Ms. Brenda Bryant to the La Vergne Housing Authority.

C. La Vergne Industrial Development Board. A motion was made by Mayor Cole, seconded by, Alderman Coates, to appoint Jaimie Knight to the La Vergne Industrial Development Board.

Alderman Hobbs explained her concerns with the nomination.

The motion was approved following a roll-call vote:

Alderman Coates	AYE
Alderman Hobbs	NO
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

D. Library Board. A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to appoint Alderman Haas to the Library Board, was approved following a roll-call vote.

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

E. Planning Commission. A motion was made by Mayor Cole, seconded by Alderman Haas, to appoint Alderman Coates to the Planning Commission, was approved following a roll-call vote.

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

Mayor Cole appointed Tabitha Howard to the Planning Commission.

F. Stormwater Appeals and Advisory Board. A motion was made by Mayor

Cole, seconded by Vice-Mayor Noe, to appoint himself to the Stormwater Appeals and Advisory Board, was approved following a roll-call vote.

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

17. Discussion - Board of Mayor and Aldermen Meeting Times.

Mayor Cole spoke about the meeting times, having to serve food, and cutting overtime for staff. A discussion ensued.

Vice-Mayor Noe made comments about the meeting times. Mayor Cole stated he would get with City Administrator Bruce Richardson to address the workshop times, meeting times, and public comment periods. A discussion ensued.

18. Motion to Approve the 2025 Meeting and Holiday Calendar.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve the alternative 2025 meeting calendar, was adopted following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Haas wished everyone a Happy Holidays and told them she would see them in 2025.

Vice-Mayor Noe wished Alderman Hobbs well and spoke about the staff Christmas party. He thanked Executive Assistant Juliet Williams.

Mayor Cole thanked Commissioner Wilson for attending the meeting. He reminded everyone about the Parade of Lights and Winter Festival coming up. He thanked city staff and wished everyone a Merry Christmas and Happy New Year.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 8:27 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 5. First Reading - **Ordinance #2024-17** - An Ordinance to Amend Title 20, Chapter 2, Section 20-208 of the La Vergne Municipal Code Regarding Parks and Recreation User Fees. (Deferred from last meeting.)

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2024-17

Summary:

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

Background Information:

Changes made by this ordinance include the following:

- Removed the fees for in-line hockey leagues. We have not had an in-line hockey league in a few years and we are disposing of the walls and bleachers for the in-line hockey rink.
- Renamed the cleaning fee for baseball/softball leagues to a litter fee. This is consistent with what is already in the fee schedule.
- Changed the rental time for the multi-purpose building to be consistent with what was previously approved in the fee schedule
- Adds the ability for nonprofit organizations limited free usage of the multipurpose building and pavilions as long as they meet certain requirements.

Financial Summary:

The main financial impact would be from giving nonprofit organizations limited free use of

the multipurpose building and pavilions. The amount of revenues that would be lost are unknown and are dependent on how many nonprofits rent these facilities throughout the year.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-17

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

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

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

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

User fees for this chapter shall be as follows:

(1) *League use.*

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

(2) *Baseball/softball tournaments.*

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

(3) *Field rental.*

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

(4) *Facility rental.*

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

- (b) Pavilions: 8:00 A.M. to 2:00 P.M. shall be as set forth in the fee schedule; 4:00 P.M. to 10:00 P.M. shall be as set forth in the fee schedule; 8:00 A.M. to 10:00 P.M. shall be as set forth in the fee schedule.

(5) *Use of the Multipurpose Building and Pavilions by Nonprofit Organizations.*

- (a) Eligibility Criteria: To qualify for free use of the multipurpose building and pavilions, a nonprofit organization must meet all the following criteria:

- (i) Nonprofit Status: The organization must provide documentation verifying current 501(c)(3) status or similar nonprofit designation.
- (ii) Community Benefit: The event or activity must directly benefit La Vergne residents through educational, charitable, cultural, or community-building initiatives.
- (iii) Frequency Limit: Each nonprofit organization is eligible for free use up to four (4) times per calendar year to ensure equitable access.
- (iv) Facility Capacity and Schedule: Free use is contingent on the availability of the facility, which will be allocated on a first-come, first-served basis.

- (b) Application Process:

- (i) Submission: Organizations must submit a completed application form to the Parks and Recreation Department no more than six (6) months in advance and no later than thirty (30) days prior to the requested date of use. The application must include proof of nonprofit status and a brief description of the proposed event.
- (ii) First-Come, First-Served Basis: Applications will be processed in the order they are received.
- (iii) Agreement: Approved organizations must sign and abide by the City of La Vergne's use agreement outlining the terms and conditions of facility use.
- (iv) Exclusions: The following events or activities are ineligible for free use of the multipurpose building and pavilions: private parties or personal celebrations; activities that charge admission or solicit funds.
- (v) Organizations that fail to comply with the City's use agreement may forfeit their eligibility for future use.

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

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 6. First Reading - **Ordinance #2024-18** - An Ordinance to Amend the City of La Vergne Fee Schedule for Parks & Recreation User Fees. (Deferred from last meeting.)

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2024-18

Summary:

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

Background Information:

Changes made in this fee schedule ordinance include:

- Adds the provisions for nonprofit organizations for free usage of the multipurpose building and pavilions.
- Changing the fee for the Baseball/Softball Leagues so that it's based on the League User Agreement that is approved by BOMA each year.
- Deleting the fee for the In-Line Hockey League.

Financial Summary:

As stated in the previous ordinance, the main financial impact is from the limited free usage of the multipurpose building and pavilions by nonprofit organizations.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-18

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

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

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

<u>Name / Purpose of Fee</u>	2024-2025
<u>Parks and Recreation Department</u>	
• <u>Facility rental</u>	
* Multi-Purpose Building	12 p.m. to 10 p.m. \$300 with a \$300 deposit; Nonprofits may receive free use per LMC 20-208(5).
* Pavilions	8 a.m. to 2:00 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50; Nonprofits may receive free use per LMC 20-208(5).

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

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

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 7. Second Reading - **Ordinance #2024-19** - An Ordinance to Amend the La Vergne Municipal Code by Deleting Title 2, Chapter 5 - Economic Development Advisory Committee.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2024-19

Summary:

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

Background Information:

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

Financial Summary:

N/A

Staff Recommendation:

N/A - This is a board decision.

ORDINANCE #2024-19

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

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

- SECTION I.** Title 2, Chapter 5 of the La Vergne Municipal Code entitled “Economic Development Advisory Committee” be deleted in its entirety.
- SECTION II.** Renumber Title 2, Chapter 4 of the La Vergne Municipal Code entitled “Greenway Advisory Committee” as Title 2, Chapter 3.
- SECTION III.** Renumber Title 2, Chapter 6 of the La Vergne Municipal Code entitled “Local Emergency Planning Committee” as Title 2, Chapter 4.
- SECTION IV.** Renumber Title 2, Chapter 7 of the La Vergne Municipal Code entitled “Historical Preservation Advisory Committee” as Title 2, Chapter 5.
- SECTION V.** Renumber Title 2, Chapter 8 of the La Vergne Municipal Code entitled “Library Board” as Title 2, Chapter 6.
- SECTION VI.** Renumber Title 2, Chapter 9 of the La Vergne Municipal Code entitled “Beautification and Arts Advisory Committee” as Title 2, Chapter 7.
- SECTION VII.** Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.
- SECTION VIII.** That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 8. First Reading - **Ordinance #2024-20** - An Ordinance to Amend Title 2, Chapter 2, Section 2-202 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and to Delete Title 2, Chapter 3 of the La Vergne Municipal Code Regarding the Greenway Advisory Committee. (Deferred from last meeting.)

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2024-20

Summary:

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

Background Information:

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

Financial Summary:

N/A

Staff Recommendation:

N/A - This is a board decision.

ORDINANCE #2024-20

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

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

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

Sec. 2-202. Duties of the committee.

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

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

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

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

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

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

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 9. Second Reading - **Ordinance #2024-21** - An Ordinance to Amend Title 2, Chapter 5, Section 2-504 of the La Vergne Municipal Code Regarding the Powers and Duties of the Library Board and to Delete Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Historical Preservation Advisory Committee.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2024-21

Summary:

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

Background Information:

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

Financial Summary:

N/A

Staff Recommendation:

N/A - This is a board decision.

ORDINANCE #2024-21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.A.1. Bid - Public Safety Unmanned Aerial System / Drones for the Police Department.

Department: Police

Presented By: Brent Hatcher

Item Attachments: 1. Bid - General Pacific, Inc.

Summary:

This is an item to approve a bid for Police Department Drones.

Background Information:

Bids were received and opened on December 3, 2024 for Police Department Drones. Four acceptable bids were received. After reviewing the bids, the Police Department is requesting that the Board award the bid to General Pacific, Inc. This bid meets all of the requirements for the aerial drones.

Financial Summary:

The bid amount is \$60,006.50. Funding was approved for this purchase in the current year's Drug Fund budget. The amount approved in the budget is \$72,000.

Staff Recommendation:

Staff recommends approval.



Public Safety Unmanned Aerial System / Drones

BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder:					
Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational, including freight, delivery, installation, and training instructions. The City is not subject to sales tax. On a separate page, explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications. Bidders shall submit with its bid a detailed description and specifications of the product(s).					
Rates:					
Item #	Description	Unit	Quantity	Unit Price	Extended Price
1	Autel EVO Max 4T Bundle (or equivalent)	Each	5	8,819.02	44,095.10
2	Autel EVO Max Speaker and Spotlight Module (or equivalent)	Each	5	959.42	4,797.10
3	Autel EVO Max Battery (or equivalent)	Each	15	312.62	4,689.30
4	Colorado Drone Chargers EVO Max PRCS Elite (or equivalent)	Each	5	1285.00	6,425.00
5	GenPac Responder Cast Live Stream – 12 Month License (or equivalent)	Each	1	0.00	0.00
6	Product Training	1 Day	1	0.00	0.00
Total					60,006.50
In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.					
Company Name: General Pacific Inc.			Telephone Number: 503-907-2900		
Representative Name: Connor Davis			Title: Inside UAS Sales & Support		
Signature: Connor Davis			Email Address: cdavis@generalpacific.com		
Date: 11/29/2024			Contractor License Number:		



**Public Safety Unmanned Aerial System / Drones
BID CONTRACT**
A required form from Bidders and Proposers

This Contract is entered into on this 25th day of November, 2024, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and General Pacific Inc. (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Public Safety Unmanned Aerial System / Drones; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 11/25/2024 ("Contractor's Proposal");

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

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

1. **Purpose.** Contractor shall provide and City shall purchase Public Safety Unmanned Aerial System / Drones based on Contractor's proposal and specifications as set forth in the Solicitation.

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

General Pacific Inc.
22414 NE Townsend Way
Fairview, OR 97024

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

Conner Davis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: Conner Davis

Printed Name: Conner Davis

ATTEST:

Title: Inside VAS Sales & Support

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

Sworn and subscribed to before me, a Notary Public, this the 25th day of November, 2024, by Conner Davis the Inside VAS Sales & Support the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Karyn Tomlin
Notary Public

Commission Expires: December 18, 2027

(SEAL)





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

State of Oregon)
County of Multnomah) SS

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

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

General Pacific Inc.
(legal name of entity submitting bid or proposal)

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

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

OPTION 1 (mark here): ☒

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

OPTION 2 (mark here): ☐

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

Connor Davis
(signature of Affiant)

Inside VAS Sales & Support
(title of Affiant)

Sworn and subscribed to before me this 25th day of November 2024.

[Signature]
Notary Public

My Commission Expires: December 18, 2027





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

State of Oregon)
County of Multnomah) SS

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

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

General Pacific Inc.
(legal name of entity submitting bid or proposal)

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

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

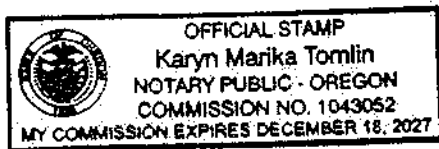
Conner Davis
(signature of Affiant)

Inside UAS Sales & Support
(title of Affiant)

Sworn and subscribed to before me this 25th day of November 2024.

[Signature]
Notary Public

My Commission Expires: December 18, 2027





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

State of Oregon)
County of Multnomah) SS

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

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

General Pacific Inc.
(legal name of entity submitting bid or proposal)

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

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

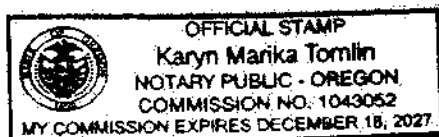
Connor Davis
(signature of Affiant)

Inside UAS Sales & Support
(title of Affiant)

Sworn and subscribed to before me this 25th day of November, 2024.

[Signature]
Notary Public

My Commission Expires: December 18, 2027





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

State of Oregon)
County of Multnomah) SS

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

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

General Pacific Inc.
(legal name of entity submitting bid or proposal)

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

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

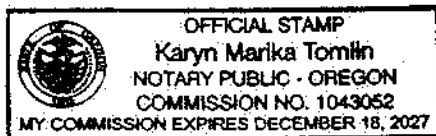
Connor Davis
(signature of Affiant)

Inside WA Sales & Support
(title of Affiant)

Sworn and subscribed to before me this 25th day of November, 2024.

Karyn Marika Tomlin
Notary Public

My Commission Expires: December 18, 2027.



**La Vergne PD**

5093 Murfreesboro Road

La Vergne, TN 37086

United States

Felicia Anderson

fanderson@laveragnetn.gov

+16152878645

Reference: 20241125-084403449

Quote created: November 25, 2024

Quote expires: May 24, 2025

Quote created by: Connor Davis

"Inside Sales"

cdavis@generalpacific.com

+15039072842

Hello Felicia,

Thank you for choosing Gen Pac as your drone provider.

Products & Services

Item & Description	Part Number	Quantity	Unit Price	Total
Autel Evo Max 4T Bundle Includes: Aircraft, 1x Battery, 3x Propeller Pair, 4T Gimbal, Gimbal Cover, 64GB Micro SD Card, Battery Charger & Cable, Repair Tool Kit, Smart Controller V3, Lanyard, USB RC Charger & Cable, Data Cable, Rugged Hard Case.	AUT EVO MAX 4T BUNDLE	5	\$8,999.00	\$44,095.10 after 2% discount
Autel Evo Max Speaker and Spotlight Module	AUT EVO MAX SPEAKER/SPOTLI GHT	5	\$979.00	\$4,797.10 after 2% discount
Autel Evo Max Battery	AUT EVO MAX BATTERY	15	\$319.00	\$4,689.30 after 2% discount
Colorado Drone Chargers Evo Max PRCS Elite Charging Case for Autel Evo Max 4T/4N Batteries	CDC AUTEL EVO MAX 4T/N PRCS	5	\$1,285.00	\$6,425.00

Item & Description	Part Number	Quantity	Unit Price	Total
GenPac Respondercast Live Stream (12 Months) Live Streaming Platform with Low Latency Integrated App for Android based smart controllers	GPD RESPONDERCAST NEW LICENSE	5	\$749.00	\$0.00 after 100% discount
GenPac Hands On Product Training (1-Day) 1 day hands on training for customers with new equipment. Includes (but not limited to) setup, operations, charging, settings, etc.)		1	\$0.00	\$0.00
GenPac Pre-Shipment Care GenPac's manufacturer trained technicians will perform all manufacturer recommended firmware updates prior to shipping/delivery. Includes charging all flight batteries and controllers. This process usually takes several hours before you can fly. We will also install any accessories you have purchased such as dual gimbals or any accessory mounts. This ensures your UAS system is ready to go when it ar- rives to you.		1	\$0.00	\$0.00
One-time subtotal				\$60,006.50 after \$4,838.50 discount
Total				\$60,006.50

Questions? Contact me



Connor Davis
"Inside Sales"
cdavis@generalpacific.com
+15039072842

General Pacific
22414 NE Townsend Way
Fairview, OR 97024
United States



General Pacific Inc.



503-907-2900



www.genpacdrones.com



22414 NE Townsend Way
Fairview, Oregon 97024

We are excited to work with you and your drone department. Here are a few benefits of purchasing your equipment with GenPac Drones:

- We offer **24/7 support** for all of our products. Our trained professionals are available to answer your questions and provide solutions for any of your technical needs. If we cannot offer a solution directly, we will work directly with the manufacturer to resolve your case.
- We are **preferred partners** for all of our vendors. Our team is trained directly by each manufacturer to diagnose and service any related needs properly. We do not provide items as a third-party reseller.
- Your equipment will arrive to you **ready for deployment**. We prepare each order by performing all necessary firmware updates, inspect each product for any possible defects, and charge batteries as requested.
- We offer **free equipment training** at no additional cost. This is an online or in-person live meeting to help you become acclimated to the controls and capabilities of your product.
- We have **nationwide representatives** who could perform on-site training with the purchase of a complete UAS product. Please call for additional details.
- Every drone purchase includes a discounted rate to attend our on-site FAA Part 107 Certification Class. This 2-day class will provide you with the necessary knowledge to pass the FAA Part 107 test with a pass guarantee from GenPac.
- Every UAS purchased is eligible for a **free year of Responder Cast**, a live-streaming software, owned by GenPac, loaded onto the controller to allow screen sharing via the internet.
- **Net 30 terms** are available.
- **Free shipping** with all equipment



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.A.2. Bid - Fire Hose for the Fire Department.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Bid - Fire Hose - Safe Industries

Summary:

This is an item to approve a bid for Fire Hose needed by the Fire Department.

Background Information:

Bids were received and opened on December 3, 2024 for Fire Hose. Three bids were received, but only two were acceptable. After reviewing the acceptable bids, the Fire Department is requesting that the Board award the bid to Safe Industries. This bid meets all of the requirements for the Fire Hose.

Financial Summary:

The bid amount was \$26,500. Funding was approved for this purchase in the current year's General Fund budget. The amount approved was \$30,000.

Staff Recommendation:

Staff recommends approval.

Felicia Anderson, Purchasing Agent
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

RE: "ITB #2024-05 FIRE HOSE"

Dear Felicia Anderson,

Thank you for the opportunity to present a proposal with information regarding Fire Hose.

All items meet/exceed specifications.

Safe Industries not only offers premium products, but excellent customer service as well. We were founded in 2005 and serve South Carolina, North Carolina, Tennessee, and Texas. The mission of Safe Industries is to supply the highest quality of safety equipment for our fire, police, and industrial customers at the lowest cost while also providing excellence in customer service. Our loyalty to our customers, as well as commitment to quality and competitive pricing makes Safe Industries the "All source" option for their business needs.

We look forward to the opportunity of providing La Vergne with the items listed in the enclosed bid and any other materials or services you may require in the future. If you have any questions, comments, or concerns I would be glad to meet with you at your convenience. Feel free to email me at rhall@safeindustries.com or call 615-712-5360 to discuss the proposal.

Sincerely,



Robby Hall

LOOSE EQUIPMENT SALES
5031 Highway 153, Easley, SC 29642
Office: (864) 845-7175
Cell: (615) 712-5360
Fax: (864) 845-7176
Rhall@safeindustries.com
After Hours Emergency Service Hotline:
(864) 845-7175 *Option #3



CITY OF LA VERGNE
5093 Murfreesboro Road
La Vergne, Tennessee 37086



INVITATION TO BID
ITB #2024-05

Fire Hose

Bid Due Date:
December 3, 2024, no later than 11:00 a.m. (CST)

The City of La Vergne ("City") will receive and publicly open sealed bids at La Vergne City Hall for the Fire Hose. This Invitation to Bid is subject to the instructions, conditions, specifications, addenda, and any other elements of this Invitation to Bid, including those incorporated by reference.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this Invitation to Bid, please notify the Purchasing Agent, Felicia Anderson, at (615) 287-8645.

All bid responses must be received and acknowledged in the Purchasing Agent's Office on or before the date and time listed, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN A SEALED ENVELOPE TO:

Felicia Anderson, Purchasing Agent
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086



City of La Vergne Invitation to Bid Fire Hose

DATE ISSUED: November 19, 2024
CITY CONTACT PERSON: Felicia Anderson, Purchasing Agent
TELEPHONE NUMBER: (615) 287-8645
E-MAIL ADDRESS: fanderson@laveragnetn.gov

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required and may be mailed or hand delivered, but must be received on or before the date and time listed. The city is not responsible for delayed mail or courier delivery.

The City reserves the right to reject and all bids and to waive any irregularities in a bid or in the bidding process. The City reserves the right to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City.

The City of La Vergne will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory manner. It is the intent of the city to fully comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to ensure equitable employment practices and the delivery of all city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

All bids must be submitted on the forms provided by the City. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and type over's, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

Bid packet component documents: This bid packet consists of the following documents, which, in total, represent the complete procurement solicitation:

1. Invitation to Bid;
2. Bidder Instructions and Conditions;
3. Specifications;
4. Bid Submittal Form;
5. Bid Contract;
6. Affidavit of Drug-Free Workplace;
7. Affidavit of Title VI Compliance;
8. Affidavit of Non-Collusion; and
9. Indemnification Agreement.

All submittals must include completed and signed copies of the Bid Submittal Form, Bid Contract, Affidavit of Drug-Free Workplace, Affidavit of Title VI Compliance, Affidavit of Non-Collusion, and Indemnification Agreement.



Fire Hose BIDDER INSTRUCTIONS AND CONDITIONS

A. Invitation to Bid

1. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
2. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this bid package, and to immediately direct any questions regarding the completeness of this bid package and any addenda thereto to the City's Contact Person.
3. Any prospective bidder desiring an explanation or interpretation of this Invitation to Bid, drawings, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) calendar days prior to the bid opening date.
4. There may be one or more amendments to this Invitation to Bid. The City will post any amendments to the city website no later than two (2) calendar days prior to the bid opening date.
5. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

B. Bid Responses

1. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
2. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.
3. Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, serviceability and suitability of the substitute. The City reserves the right to be the sole judge in making such determination.
4. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item is equal and/or better and of comparable quality as specified. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
5. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
6. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.

7. Bid responses may only be withdrawn or modified by written notice received and acknowledged by the Purchasing Agent's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.
8. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses and their accompanying documentation will become the record of the City.
9. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
10. The bidder must return a completed Drug-Free Workplace Affidavit (Section VI) and a completed Title VI Compliance Survey (Section VII) with the bid.

C. Bid Award

1. Any contract awarded pursuant to this Invitation to Bid shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this Invitation to Bid. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the invitation to bid. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract. The City reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased.
3. The successful bidder shall provide the various components of the Fire Hose. The bid price shall include all parts, labor, accessories and any other standard equipment necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award. If in the bidder's opinion, additional equipment or services are necessary to make the equipment fully operational; this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this bid.
4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
 - a) The ability of the bidder to perform the contract or to provide the material for service required;
 - b) Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - c) The character, integrity, reputation, experience and efficiency of the bidder;
 - d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - e) The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - f) Terms and conditions stated in bid;
 - g) Compliance with specifications or the Invitation to Bid;
 - h) Utilization of the format set forth in Section III for submittal of a bid; and,
 - i) Bidder's past performance with the City.

5. No bidder may withdraw its response for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.
6. The contract awarded may be terminated upon any of, but not limited to, the following occurrences:
 - a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners;
 - b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract;
 - c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder;
 - d) fraud; and
 - e) any other breach of the terms of the bid specifications or contract.
7. Bidder, by signing and making this bid, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

D. Terms and Conditions

The City's standard contract is included with this bid package. This agreement shall be signed and notarized (but not dated) by the proper representative and submitted with the bid. Any bidder who is awarded a contract pursuant to this invitation to bid agrees to be bound by the terms and conditions set forth in the contract. If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid. If an award is made, any contract resulting from this Invitation to Bid will be effective on the last date the contract is signed by all required parties.

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

1. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
2. Liquidated damages for failure to meet installation and/or supply schedules shall be in the amount of fifty dollars (\$50.00) per calendar day.
3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees, expenses, and costs at all stages of the legal action and/or alternative dispute resolution process, if any.

7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
9. Indemnification:
 - a) Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b) Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
10. Insurance:
 - a) Workers' Compensation Insurance: The awarded bidder shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.
 - b) Public Liability and Property Damages Insurance: The awarded bidder shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
 - (1) Public Liability Insurance in the amount of not less than \$1,000,000.00 on any account of any one accident.
 - (2) Property Damage Insurance in an amount not less than \$500,000.00 for any one damage claim.
 - (3) Combined Single Limit Public Liability and Property Damage in an amount of not less than \$1,000,000.00 per occurrence.
 - (4) Proof of Carriage of Insurance. A Certificate of Insurance and endorsement shall be furnished to the City, and the City of La Vergne shall be named as an additional insured. Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.
11. The bidder shall furnish to the City all such information and data for this purpose as the City may request. Such information shall be submitted to the City within five (5) calendar days of the City's written request. The City does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. The City does not warrant or guarantee that a contract will be awarded as a result of this Invitation to Bid.

E. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date

said bid is signed, to wit:

1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.
5. **Iran Divestment Act** – By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated §12-12-106 that is found online at: <https://tinyurl.com/ykckhmrt>.
6. **Boycott of Israel Act** - By submission of this bid, each bidder and each person signing on behalf of any supplier certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1." (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

F. Payment and Delivery

1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
2. All items must be delivered within thirty (30) calendar days of bid award. Forty-eight (48) hours advance notice should be given prior to delivery and installation. With delivery, installation shall begin and continue day to day until complete.
3. Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this Invitation to Bid are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this Invitation to Bid.

5. All deliveries made pursuant to this Invitation to Bid, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this Invitation to Bid, delivery and freight charges are to be prepaid and included in the bid price.
6. Unless otherwise specified every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year.

(Remainder of page intentionally left blank.)



Fire Hose SPECIFICATIONS

A. Overview

The City of La Vergne Fire Department seeks qualified vendors to supply high-performance fire hoses for emergency operations. Vendors must submit bids according to the outlined specifications to ensure compatibility with our existing equipment and operational needs.

B. Specifications

- General Requirements.
 - All hoses must meet or exceed NFPA 1961 standards.
 - Hoses should be Gladiator™ FG model or equivalent, designed for high-flow, low-pressure applications.
 - Hoses must support a variety of incident response types, including CAES (Compressed Air Foam System) and standard fire attack.
- Fire Hose Specifications.
 - Each bid should include hoses that meet the following detailed specifications as per the Gladiator FG hose specifications. Sizes and Pressure Ratings:
 - 1 3/4" Diameter Hose
 - Service Test: 500 PSI (3447 kPa)
 - Proof Test: 1000 PSI (6895 kPa)
 - Burst Pressure: 1500 PSI (10342 kPa)
 - Weight (50' coupled): 22 lbs (10 kg)
- Construction and Durability.
 - Operating temperature range of -40°F to 200°F (-40°C to 93°C).
 - Made in the USA with a 2-year warranty
 - 10 year delamination warranty
- Color and Coupling Options.
 - Available colors: Yellow, Red, Blue, Orange, Green, Tan, and White (coated).
 - Coupling sizes and threads: 1 1/2" NH/NST aluminum couplings.
 - All couplings must be compatible with existing departmental equipment.
- Ordering Details.
 - Provide part numbers for ease of ordering (e.g., FG17X50Y15N denotes a 1 3/4" ID Gladiator hose, 50' length, yellow color, with 1 1/2" NH aluminum coupling).
- Submission Requirements.
 - Detailed product specifications confirming compliance with the outlined requirements.
 - Proof of compliance with NFPA standards.
 - Warranty information and support services.
 - Pricing per unit - 50-foot length
 - Delivery timeline and conditions.
- Evaluation Criteria. Bids will be evaluated based on:
 - Compliance with technical specifications.
 - Product warranty and post-purchase support.
 - Price competitiveness.
 - Vendor experience and reliability.



Fire Hose BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder: SAFE INDUSTRIES

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

On a separate page, submit detailed product specifications confirming compliance with the outlined requirements; Proof of compliance with NFPA standards; Warranty information and support services; and Delivery timeline and conditions.

Item #	Description	Unit	Quantity	Unit Price	Extended Price
1	50 Foot Section of 1 3/4 inch Fire Hose	Each	106	\$250. ⁰⁰	\$26,500. ⁰⁰

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

Company Name:
SAFE INDUSTRIES

Telephone Number:
615-712-5360

Representative Name:
ROBBY HALL

Title:
SALES REP

Signature:
Robby Hall

Email Address:
RHALL@SAFEINDUSTRIES.COM

Date:
12/31/2024

Contractor License Number:



Safe Industries

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

Quote

Date	Quote #
12/2/2024	EST35188

Bill To	Ship To
Accounting City of LaVergne Fire Department (TN) 5093 Murfreesboro Rd La Vergne TN 37086 United States	City of LaVergne Fire Department (TN) 468 Stone River Rd La Vergne TN 37086 United States

Expires		Sales Rep		Terms	Shipping Method	
12/25/2025		Robby Hall		Net 30		
Quantity	Units	Item	Description	Comments	Price	Extended
106		Equipment	FG17x50_15N- Snaptide PONN Gladiator Attachk Hose, 1.75" x 50', 1.5" NH Couplings Available Colors: Red, Blue, Green, Yellow, Orange, White, Tan *Hose Stenciling included*	2 Year All hazards warranty, 10 year warranty from delamination	250.00	26,500.00
1		Freight	Delivery Included in this bid.	4 week delivery ARO, 10% discount if delivery date not met.	0.00	0.00
					Total	\$26,500.00

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

Please be advised that if paying by credit card, a 3% credit card processing fee will be added to the invoice subtotal.



EST35188



Fire Hose BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this 3rd day of DECEMBER, 2024, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and SAFE INDUSTRIES, (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Fire Hose; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 12/3/2024 ("Contractor's Proposal");

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

SAFE INDUSTRIES
ROBBY HALL
5031 HIGHWAY 153
EASLEY, SC 29642

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

ROBBY HALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR: SAFE INDUSTRIES

BY: _____
Jason Cole, Mayor

BY: Robby Hall

Printed Name: ROBBY HALL

ATTEST:

Title: SALES REP.

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

Sworn and subscribed to before me, a Notary Public, this the 3rd day of DECEMBER, 2024, by ROBBY HALL, the REPRESENTATIVE of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Cori N. Link
Notary Public

Commission Expires: 03/22/2026

(SEAL)





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

State of TENNESSEE)
County of RUTHERFORD) SS

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

1. He or she is the REPRESENTATIVE of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
SAFE INDUSTRIES
(legal name of entity submitting bid or proposal)

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

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

OPTION 1 (mark here): ☒

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

OPTION 2 (mark here): ☐

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

Robby Hall
(signature of Affiant)

SALES REP
(title of Affiant)

Sworn and subscribed to before me this 3rd day of December, 2024.

Corin Link
Notary Public

My Commission Expires: 03/22/2026





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

State of TENNESSEE)
County of RUTHERFORD) SS

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

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

SAFE INDUSTRIES
(legal name of entity submitting bid or proposal)

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

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

Robby Hall
(signature of Affiant)

SALES REP
(title of Affiant)

Sworn and subscribed to before me this 3rd day of December, 2024.

Cori N. Link
Notary Public

My Commission Expires: 03/22/2026



City of La Vergne Invitation to Bid #2024-05



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

State of TENNESSEE)
County of RUTHERFORD) SS

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

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

SAFE INDUSTRIES
(legal name of entity submitting bid or proposal)

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

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

Robby Hall
(signature of Affiant)

SALES REP.
(title of Affiant)

Sworn and subscribed to before me this 3rd day of December, 2024.

Cori N. Link
Notary Public

My Commission Expires: 03/22/2026



City of La Vergne Invitation to Bid #2024-05



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

State of TENNESSEE)
County of RUTHERFORD) SS

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

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

SAFE INDUSTRIES
(legal name of entity submitting bid or proposal)

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

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

Robby Hall
(signature of Affiant)

SALES REP
(title of Affiant)

Sworn and subscribed to before me this 3rd day of December, 2024.

Cori N. Link
Notary Public

My Commission Expires: 03/22/2026



GLADIATOR™ FG

PREMIUM HOSE. EXCELLENT FLOW, EVEN AT LOW PRESSURE.

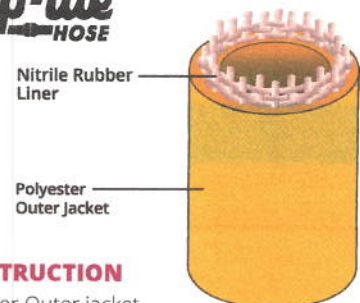
Gladiator is a premier hose which has a polyester outside jacket that encompasses a very durable nitrile rubber thru-the-weave inside liner. Built to last, the rugged hose is constructed with incredible strength and long-lasting performance in mind. The Gladiator performs well at high or low pressures, has a smooth and enhanced waterway for better flows and less kinking than other products on the market.

FEATURES

- Premium quality, outside jacket with a nitrile rubber thru-the-weave inner liner construction.
- Optional Dura-Cote™ treatment.
- Remains flexible to temperatures as low as -40°F (-40°C) and is resistant to ozone and oxidation.
- Kink resistance exceeds that of lightweight jacketed hose.
- Suitable for use with CAFS and foam solutions.
- Manufactured in accordance with NFPA 1961 Standard, latest edition within our ISO-9001:2015 certified quality assurance system.



Snap-Tite
HOSE



CONSTRUCTION

Polyester Outer jacket
Extruded Nitrile Thru-the-Weave Inner Liner

TEMPERATURE RANGE

-40°F to 200°F (-40°C to 93°C)

COUPLINGS

Aluminum NH/NST or IPT Threaded

HOSE COLORS

Yellow	Red	Blue	Orange
Green	Tan	White (coated)	White (uncoated)



HOSE SIZING AND SPECIFICATIONS

SIZE	SERVICE TEST	PROOF TEST	BURST	WEIGHT (FOR 50' COUPLED)	FLAT WIDTH	ID*	BOWL SIZE
IN	PSI (kPa)	PSI (kPa)	PSI (kPa)	LBS (KG)	IN	IN	IN
1 3/4"	500 (3447)	1000 (6895)	1500 (10342)	22 (10)	3.39"	1.88"	2 3/16"
2"	500 (3447)	1000 (6895)	1500 (10342)	23 (10.4)	3.50"	2.01"	2 5/16"
2 1/2"	500 (3447)	1000 (6895)	1500 (10342)	35 (15.9)	4.37"	2.54"	2 7/8"

*ID values derived from product specification with allowable manufacturing tolerances. For specific ID tolerance range for products please contact engsupport@snaptitehose.com

As per NFPA 1961 - The service test pressure is to be 10% greater than the "normal highest operating pressure" at which the hose is expected to be used.

HOW TO ORDER

TYPE	HOSE ID	BY	HOSE LENGTH	COLOR	COUPLING SIZE	THREAD TYPE	COUPLING MATERIAL
FG	17 = 1 3/4" 20 = 2" 25 = 2 1/2"	X	50 = 50' 100 = 100'	Y = Yellow R = Red B = Blue O = Orange G = Green T = Tan C = White (coated)	15 = 1 1/2" 20 = 2" 25 = 2 1/2"	N = NH I = IPT	Blank = (Aluminum)

Part No. Example: FG17X50Y15N = FG Gladiator Hose, 1 3/4" ID by 50' Length, Yellow, 1 1/2" NH/NST Aluminum Coupling



www.snaptitehose.com
814-438-7616
UPDATED 10/15/22

ISO 9001 Certificate



Preferred Registrar Group Inc.

Preferred Registrar Group, Inc.

30561 Dequindre Rd. Madison Heights, MI 48071

certifies that

Snap-Tite Hose

(HQ) 217 Titusville Road Union City, PA 16438

Management / Manufacturing/Purchasing/ Planning / Preventative Maintenance/
Improvement /

6424 W. Ridge Road Erie, PA 16506

Manufacturing/ Preventative Maintenance/ Improvement

6420 W. Ridge Road Erie, PA 16506

Manufacturing/ Preventative Maintenance/ Improvement

has implemented a Quality Management System scope in
accordance with:

ISO 9001:2015

The scope of this **Quality Management System**
Governs:

**DESIGN, MANUFACTURE, ASSEMBLE AND TEST MUNICIPAL FIRE
HOSE AND HOSE ASSEMBLIES, INDUSTRIAL HOSE AND HOSE
ASSEMBLIES, MILITARY HOSE AND HOSE ASSEMBLIES, AND
SPECIAL PRODUCTS CONSISTING OF HOSE OR HOSE
COMPONENTS.**

Certificate Registration
Number:

11-R1045

Certified Date:

04/28/2014



This certificate was issued on:

12/23/2022



It is valid until:

04/28/2026

Denis Pecar, President

CN Rev. 1





[INDUSTRY](#)

[APPLICATION](#)

[ABOUT](#)

[RESOURCES](#)

[HOW TO BUY](#)

[WE'RE HIRING](#)

OUR QUALITY POLICY

Snap-tite Hose is committed to total quality, defect prevention and never-ending improvement.

OUR QUALITY GOAL

At Snap-tite Hose, we strive to meet or exceed our customers' expectations of



value and service by delivering superior quality from our people, processes, products and services.

OUR PRODUCTS



THE SNAP-TITE HOSE WARRANTY

Under our General Warranty Terms, all double jacket, nitrile rubber and polyurethane lined fire hose products used in the Municipal fire industry to be free from defects in materials or workmanship over a period of ten (10) years from the original date of shipment. This warranty shall provide for the repair or replacement of hose and assemblies proven to have failed due to faulty materials or workmanship during normal and reasonable fire ground use, and care of fire hose. **Snap-tite Hose will replace via a pro-rated credit against new hose basis (age in use versus warranty period) after two years for products still within the warranty period.**

Forestry products (FP/UF) lines, Booster (BH) and DJ product lines have a one (1) year warranty against defects in materials or workmanship from the date of shipment; 6T product line has a two (2) year warranty against defects in materials or workmanship from the date of shipment. This warranty shall provide for the repair or replacement of hose and assemblies proven to have failed due to faulty materials or workmanship during normal and reasonable fire ground use, and care of fire hose.

OUR GENERAL WARRANTY IS LIMITED AS FOLLOWS:

All returns must be accompanied by an RMA# (Return Materials Authorization) issued by Snap-tite Hose. Unauthorized returns will be refused. All defective products must be returned freight pre-paid to Snap-tite Hose within thirty (30) days of purchaser's claim. Products or parts must be found to be defective in materials and workmanship upon examination and testing by Snap-tite Hose. If returned goods are found to be defective, inbound freight costs will be refunded. Total liability is limited to the purchase price of the goods. Products shall not be considered defective or nonconforming if they substantially fulfill performance requirements and are manufactured in accordance with Snap-tite Hose specifications. This warranty will not extend to goods which have been subject to misuse, improper application, misapplication under conditions not expressly made specifically known to or and approved by Snap-tite Hose in advance of use or which have been repaired or altered by any third party. For the following selected premium municipal hose products produced by us in our Pennsylvania plants, Snap-tite Hose offers a **Two Year All Hazards Warranty**:

- Snap-tite Hose Conquest (FC)
- Snap-tite Hose Gladiator (FG, FGN)
- Snap-tite Hose (TPX)
- Snap-tite Hose (UTX)

For the following selected premium municipal hose product produced by us in our Pennsylvania plants, Snap-tite Hose offers a **Three Year All Hazards Warranty**:

- Snap-tite Hose Warrior (FW, FWN)

Snap-tite Hose will repair or replace, at our option, any accidental damage to these specific products within this two/three-year warranty period. All hazards damage is limited to accidental occurrences due to fire, cuts, abrasion, or other accidental destruction that occur during an active fire situation.

The following conditions apply:

1. Damaged hose must be returned to the factory freight prepaid for examination upon completion of the Returned Material Authorization (RMA) process and according to the RMA process in effect at the time of the claim.
2. Determination of the applicability of this warranty is at the sole discretion of Snap-tite Hose.
3. Replacement will be like-for-like unless the customer authorizes a change and pays for the price difference; repairs will re-use undamaged couplings from the original hose.

LIFETIME WARRANTY AGAINST DELAMINATION

Snap-tite Hose is committed to providing our customers with safe and reliable products. Our proprietary manufacturing processes allow us to offer a lifetime warranty against delamination for the following product lines:

Snap-tite Hose Conquest (FC)

Snap-tite Hose Supreme (FS)

Snap-tite Hose Gladiator (FG, FGN)

Snap-tite Hose UTX

Snap-tite Hose TPX

Snap-tite Hose HFX

Snap-tite Hose LD



LIFETIME WARRANTY AGAINST DELAMINATION

Snap-tite Hose is committed to providing our customers with safe and reliable products. Our proprietary manufacturing processes allow us to offer a lifetime warranty against delamination for the following product lines:

Snap-tite Hose Warrior (FW, FWN)

Snap-tite Hose Gladiator (FG, FGN)

Snap-tite Hose Conquest (FC)

Snap-tite Hose Supreme (FS)

Snap-tite Hose UTX

Snap-tite Hose TPX

Snap-tite Hose ATX

Snap-tite Hose HFX

Snap-tite Hose LD



CERTIFIED QUALITY. GUARANTEED.

At Snap-tite Hose, our products and manufacturing facilities meet stringent benchmark quality standards set by independent, third-party testing and certification organizations.



UL/ULC

As a safety science company with more than a century of proven experience and expertise, UL is the premier resource for compliance, validation, certification, testing, inspection, auditing and knowledge solutions worldwide. UL Standards development covers more than just products; it also includes testing of systems and services: UL develops a wide variety of standards to measure and validate performance, environmental health and sustainability.



FM APPROVED

FM Approvals is an international leader in third-party testing and certification services. FM Approvals tests property loss prevention products and services—for use in commercial and industrial facilities—to verify they meet rigorous loss prevention standards of quality, technical integrity and performance. The FM APPROVED mark is recognized and respected worldwide.

**ISO 9001: 2015 CERTIFIED QUALITY
MANAGEMENT SYSTEM
CERTIFICATE REGISTRATION NUMBER: 11-R1045**

ISO, the International Organization for Standardization, develops and publishes standards for organizations worldwide. The ISO 9000 addresses various aspects of quality management and contains some of ISO's best known standards. These standards provide guidance and tools for companies and organizations who want to ensure that their products and services consistently meet customer's requirements, and that quality is consistently improved.

[VIEW OUR SNAP-TITE CERTIFICATE](#)



DURA-COTE™ TREATMENT – WE’VE GOT YOU COVERED.

Exclusive Dura-Cote™ hose treatment creates a virtually impenetrable shield that increases hose performance and durability, while extending service life. Dura-Cote™ is an Advanced Acrylic Urethane Hybrid material that contains aramid fibers (Kevlar) material that is force applied—not sprayed—and cross-linked via a high temperature curing process.

Protective Dura-Cote™ provides superior abrasion, heat and chemical resistance, far surpassing the minimal standards of MIL-H-24606B. Compared to competitive coatings made of nitrile/latex or acrylic, Advanced Acrylic Urethane Hybrid has remarkably better flexibility and ultra-low temperature maneuverability.

- Ten times (10X) more abrasion resistant vs. untreated hose
- Five times (5X) greater flame resistance vs. untreated hose
- Resistant to solvents, oil and other hydrocarbons
- Excellent water pick-up resistance
- Eliminates fungal growth
- U.V. and ozone resistant
- QUV A and AUV B resistance ASTM D-4329 / D-4587
- Available in seven vibrant colors for clear identification

Talk With An Expert



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.A.3. Bid - Fireworks Display.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Bid - Fireworks Display - Pyro Shows

Summary:

This is an item to approve a bid for annual Fireworks Display on Independence Day.

Background Information:

Bids were received and opened on December 3, 2024 for the annual fireworks display. Only one bid was received. After reviewing the bid, the Parks and Recreation Department is requesting that the Board award the bid to Pyro Shows. This bid meets all of the requirements for the fireworks display.

Financial Summary:

The bid price for 2025 is \$25,000. Funds are budgeted each year for the fireworks display.

Staff Recommendation:

Staff recommends approval.



Transforming special occasions
into **EPIC EVENTS**

Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

SEALED BID – SENT VIA UPS

November 27, 2024

Attn: Felicia Anderson, Purchasing Agent
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

Re: Response to ITB #2024-06 for Annual Independence Day Fireworks Display

Dear Ms. Anderson,

Pyro Shows is pleased to present the enclosed firework proposal to the City of La Vergne for your annual "Independence Day Celebration" scheduled for July 5, 2025. We have read and understand the entire solicitation and agree to abide by the terms of all parts of the solicitation without exception.

The Pyro Shows proposal includes all materials, labor, transportation, storage, setup, cleanup, licensing, permitting, and insurance required for your show. Our proposal pricing also includes \$10,000,000.00 comprehensive general liability insurance. All our vehicles are covered by \$5,000,000.00 automobile insurance, and our technicians are covered by workers compensation.

Pyro Shows is compliant with USDOT regulations for legally hauling 1.3g explosives and conducting work in the United States. Pyro Shows, Inc. USDOT number is 456818.

After you have opened and reviewed the sealed bid responses, please contact our office with any questions you may have. Thank you for the opportunity to bid on the City of Fayetteville's Independence Day celebration!

Sincerely,

Travis L. Forsyth

Travis L. Forsyth
TLF/oe

Enclosures:

Custom Firework Proposal
Bid Submittal Form
Bid Contract
Affidavit of Drug-Free Workplace
Affidavit of Title IV Compliance
Affidavit of Non-Collusion
Indemnification Agreement





Annual Independence Day Fireworks Display

BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder: Pyro Shows, Inc.		
Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational, including freight, delivery, installation, and training instructions, if any. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2), one (1) year extensions. Pricing Adjustments: A maximum annual increase of five percent (5%) over the previous year's cost will be allowed for each renewal term. The City is not subject to sales tax. Bidders shall submit with its bid a detailed description and specifications of the product(s).		
Item #	Description	Cost
1	Annual Fireworks Display – July 4 th Independence Day Celebration	\$ 25,000.00
In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.		
Company Name: Pyro Shows, Inc.		Telephone Number: 800-662-1331
Representative Name: Travis Forsyth		Title: Show Director
Signature: 		Email Address: travis@pyroshows.com
Date: 11/27/2024		Contractor License Number: State of Tennessee - License #52



Annual Independence Day Fireworks Display BID CONTRACT

A required form from Bidders and Proposers

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

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Annual Independence Day Fireworks Display; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 11/27/2024 ("Contractor's Proposal");

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

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

1. **Purpose.** Contractor shall provide and City shall purchase Annual Independence Day Fireworks Display based on Contractor's proposal and specifications as set forth in the Solicitation.

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

Michael E. Walden, Executive Vice President
mike@pyroshows.com
PO Box 1776, 115 N 1st St
LaFollette, TN 37766

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

Travis Forsyth, Show Director
PO Box 1776, 115 N 1st St
LaFollette, TN 37766

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: _____
Printed Name: Michael E. Walden

ATTEST:

Title: Executive Vice President

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

Sworn and subscribed to before me, a Notary Public, this the 27th day of November, 2024, by Michael Walden, the Executive VP of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Brenda L. Asher
Notary Public

Commission Expires: 9/20/25

(SEAL)





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

State of Tennessee)
County of Campbell) SS

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

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

Pyro Shows, Inc.
(legal name of entity submitting bid or proposal)

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

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

OPTION 1 (mark here): ☒

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

OPTION 2 (mark here): ☐

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

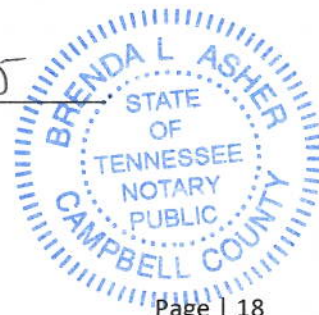
Travis Forsyth
(signature of Affiant)

Show Director
(title of Affiant)

Sworn and subscribed to before me this 24th day of November, 2024.

Brenda L. Asher
Notary Public

My Commission Expires: 09/20/25



Page | 18



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

State of Tennessee)
County of Campbell) SS

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

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

Pyro Shows, Inc.
(legal name of entity submitting bid or proposal)

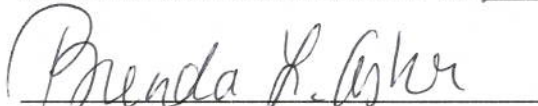
the Bidder or Proposer who has submitted the attached bid or proposal;

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

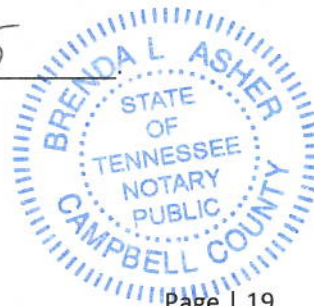

(signature of Affiant)

Show Director
(title of Affiant)

Sworn and subscribed to before me this 24th day of November, 2024.


Notary Public

My Commission Expires: 09/20/25





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

State of Tennessee)
County of Campbell) SS

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

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

Pyro Shows, Inc.
(legal name of entity submitting bid or proposal)

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

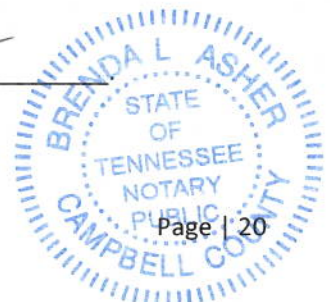
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer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

Travis Forsyth Show Director
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 27th day of November 2024.

Brenda L. Asher
Notary Public

My Commission Expires: 09/20/25





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

State of Tennessee)
County of Campbell) SS

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

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

Pyro Shows, Inc.
(legal name of entity submitting bid or proposal)

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

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

[Signature] Show Director
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 27th day of November 2024.

Brenda L. Asher
Notary Public

My Commission Expires: 09/20/25.





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.A.4. Proposal - Evidence Management Software for the Police Department.

Department: Police

Presented By: Brent Hatcher

Item Attachments: 1. Proposal - Evidence Management Software for PD

Summary:

The city released RFP #2024-03 on November 26, 2024, requesting proposals for Evidence Management Software for the Police Department. Responding proposals were opened on December 19, 2024.

Background Information:

A Request for Proposals was released on November 26, 2024 for Evidence Management Software. Two proposals were received on December 19, 2024, but one vendor did not sign all of the required documents, so we had to reject that proposal. The remaining proposal from Tracker Products, LLC meets the required specifications and members of the Police Department have seen a demo of this software and feel that it would be a good product for the department.

Financial Summary:

This is a budgeted item in the Equitable Sharing Fund. The initial cost of the proposal is \$41,617.84. The annual maintenance and support for year 2 will be \$15,960; year 3 will be \$17,808; year 4 will be \$17,808; and year 5 will be \$18,696. The amount budgeted for this software in the FY 2024-2025 budget is \$46,000 with an estimated annual maintenance and support cost of \$17,000.

Staff Recommendation:

Staff recommends approval.



Police Department Evidence Management Software

La Vergne Police Department

RFP#2024-03

Police Department Evidence Management System

Bid Opening Date: 12/19/2024 , No later than 2:00pm (CST)

Tracker Products LLC
PO BOX 1026
Florence, KY 41022
Phone: (866) 438-6565

David Marks
Associate Director of Sales
Phone: (513) 400-6074
Email: dmarks@trackerproducts.com

Table of Contents

Cover Page	1
Table of Contents	2
Cover Letter	3
Past Experience & Expertise	4
Past Performance & Qualifications- References	5
Executive Summary	6-7
Software Requirements & Specifications	8-13
Price Proposal	14-18
Support & Maintenance Plan	19
Statement of Work and Implementation Plan	20-31
Tentative Implementation Timeline & Project Schedule	32-33
Vendor Instructions & Conditions	34-42
Tracker Products' End User License Agreement (EULA)	
SAFE System Security Whitepaper	43-48
La Vergne Police Department Evidence Management Software Contract	49-54
Affidavit of Drug-Free Workplace	55
Affidavit of Title VI Compliance	56
Affidavit of Non-Collusion	57
Indemnification Agreement	58

Cover Letter

La Vergne Police Department
RFP#2024-03

Date: December 4th, 2024

To whom it may Concern,

Tracker Products' below response is to La Vergne Police Department.

Tracker Products has an established record of success in the design, development, and implementation of full-spectrum Evidence Management Solutions. Our industry leading Evidence Management Software will continue to enhance the capabilities of the La Vergne Police Department by simplify your deputy's manual work activities, automating processes, and reducing intake and disposition complexity, which will allow you to achieve unparalleled efficiency in the collection & management of evidence. Our robust and tested enterprise system will help save your department two of your most precious commodities, time and space! Built on the latest browser and cloud-based technology, the SAFE platform is designed to be enhanced and upgraded over time to meet the continually changing needs and requirements of the law enforcement community. Our goal is to empower our clients to run more sustainable, efficient, and effective operations with the greater mission being to promote the equitable delivery of justice through the fundamental integrity of evidence.

Our vast experience includes 20+ years of supporting hundreds of law enforcement agencies ranging from small 5-person departments to some of the largest agencies in the United States. Our clients include agencies similar in size or larger to the La Vergne Police Department, such as the Cobb County Sheriff's Office, Greeley, Des Moines, Omaha, Baltimore, Detroit, and Las Vegas Metro Police Departments. Additionally, our software is trusted by State & Federal agencies from the Department of Defense OIG, the Department of Homeland Security, the Tennessee Highway Patrol, the South Carolina Department of Corrections, and the Maine DEA to name a few.

We recognize that anything short of a premiere Evidence Management Solution would be wholly unacceptable. The importance of designing our software with the end user in mind is at the forefront of everything we do. At Tracker Products, we employ former Evidence Technicians & Supervisors at every level of our organization to capitalize on their many decades of experience and expertise to push our software and company forward. We've also established an educational division of our company, The Evidence Management Institute, to offer a Total Evidence Management Solution, including consulting and on-going evidence management training. It is critical that our employees and clients are educated on the Best Industry Practices for Evidence Management, which is an integral part to our approach of "changing the culture" of evidence management as an industry.

This RFP is an exciting opportunity for Discovery between our organizations. Our submission will discuss our approach to evidence management, extensive experience in implementing successful Evidence Management System, and highlight our commitment to providing the City of La Vergne Police Department with a tailored solution that exceeds expectations.

Thanks again for your time and consideration.



Ben Townsend
President/CEO
PO Box 1026
Florence, KY 41022
(859) 757-0471
btownsend@trackerproducts.com

Past Experience & Expertise

Tracker Products LLC is a privately-owned company currently headquartered in Florence, Kentucky. We have been designing and developing the Evidence Management industry's premier barcode-tracking software for the purpose of managing the collection, storage, movement, and chain-of-custody of Property & Evidence. Our EMS systems are browser-based and have well over one thousand instances with tens of thousands of users, and millions of items entered, with more items added each day. Our company has been exclusively in the business of Evidence Management for over 20 years beginning in 2004 by providing evidence management software solutions to our clientele, which includes Local Police and Sheriff Departments, State & Federal government agencies, Coroner Offices, Arson Investigators, E-Discovery and Cyber Security firms, University Public Safety Departments, as well as numerous Corporate clients. Our robust tracking solution is easy to use, speedy, secure, and packed with useful tools and features designed to improve the customer's overall tracking experience.

Tracker Products was the very first EMS provider to provide a completely browser-based software in 2004. With over 20 years of experience, Tracker Products has continued to be a recognized leader in the industry and our browser-based architecture has made Tracker the leader in compliance, security, and relevance in the EMS industry. Tracker Products software is available on any modern web browser including those on Mobile phones and tablets. We stay up to date with the latest in Records Management Systems (RMS) and Computer-Aided Dispatch (CAD) to help you seamlessly switch between our system and others. We use industry-standard API (Application Programming Interface) models so you can transfer Data, investigate information, and create reports easily. Tracker Products currently provides on-going Evidence Management Software Solutions hundreds of local law enforcement agencies from Police Departments and County Sheriff's Offices across the United States, numerous State and Federal Agencies, Coroner Offices, Arson Investigators, E-Discovery and Cyber Security firms, University Public Safety Departments, and numerous corporate clients.

We are also one of the only systems that lets you access and examine both Physical and Digital Evidence together in the same user interface. Tracking both types of evidence, side by side, allows you to make better connections and crack more cases. We take pride in assisting our clients with customizations, and currently we have performed 36,000 customizations for clients. Tracker Products never wants you to be in the dark regarding how to use the system. We will provide you with a certified Project Manager that will teach you how to use the system to its fullest. Our 24/7 help desk is also available for users in their time of need. Lastly, while other software systems routinely charge for costly updates and add-ons, we automatically include upgrades. We want you to be able to immediately utilize every new feature and function that we develop to improve your ongoing experience.

Our organization has extensive experience and knowledge in Evidence Management. Our board of advisors is made of active evidence custodians and legal professionals. We have former Evidence Management professions working in different levels of our organization, including our Implementation/Support team, providing decades of expertise to our clients. These professionals have current experience in Evidence Management, having recently done the job of many of our clients, within the past 7 years. Additionally, we have cultivated a partnership with our Education Branch, the Evidence Management Institute (EMI), which has allowed Tracker Products to offer on-going evidence training to our entire internal team, our clients, and non- clients alike.

At Tracker Products, we've heavily invested in the Property and Evidence Industry in conjunction with our partnership with Evidence Management Institute (EMI). We believe investing in evidence professionals is critical to long-term success and cultural change within Evidence Management industry. We were the first to sponsor Free Online Evidence Management Training to any evidence professional during the onset of the global pandemic. We were the first to offer Free weekly/bi-weekly Webinars on Evidence Topics to highlight best practices in Evidence Management, in order to foster community and an environment of continual learning. Together, we started the Evidence Management Community Forum on Facebook for Evidence Professionals to help each other obtain access to information on best practices and have an open communication channel with other evidence managers. Lastly, Tracker Products will help consult with Evidence Management leaders and fund their efforts to start State Evidence & Property Associations. So far, we have helped the state of Missouri and Tennessee start State Evidence Associations.

This experience, combined by working side-by-side with our clients, has allowed us to develop a tracking solution second-to-none, that works for everyone from Supervisors to the End Users. Tracker Products is backed by incredible people that believe in what they're doing, resulting in a growing list of loyal customers throughout the U.S. and around the world. We will continue to support our partners and clients to achieve their desired results, push innovative changes in the Evidence Management Software industry, and build long-term relationships based on mutual respect and continuous improvement.

Past Performance & Qualifications

Tracker Products has been providing evidence management software solutions to Law Enforcement since 2004. For the past 20 years, we've served small 5-person Law Enforcement Departments up to some of the largest agencies in the country, which have over 4,000 officers!

We serve over 300+ clients for their evidence management software needs, with nearly 75% being Police Departments & Sheriff Departments & University Police. Tracker Products brings on and implements 20-25 new agencies a year on average.

Reference Accounts

GREELEY POLICE DEPARTMENT (CO)

Point of Contact Name: Leeann Bocanegra

Phone Number: (970) 350-9646

Email Address: leeann.bocanegra@greeleypd.com

Est.# of Employees: 262 Users

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/ Legacy Data Import/ Online Training
Implementation Winter 2022. 3-4 Months

Tennessee Department of Correction (TN)

Point of Contact Name: Daniel Wilson

Phone Number: (615) 741-7144

Email Address: daniel.p.wilson@tn.gov

Est.# of Employees: 300 Users

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/ Legacy Data Import/ Online Training
Implementation Spring 2022. 4-5 Months

WASHINGTON COUNTY SHERIFF'S OFFICE (TN)

Point of Contact Name: Penny Fitzgerald

Phone Number: (423) 788-1427

Email Address: pennyf@wcso.net

Est.# of Employees: 100 users

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/Data Import/ Online Training
Implementation Fall 2019. 4 Months

OMAHA POLICE DEPARTMENT (NE)

Point of Contact Name: Staci Witkowski

Phone Number: (402) 444-5848

Email Address: staci.witkowski@cityofomaha.org

Est.# of Employees: 848

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/ Legacy Data Import/ Online Training
Implementation Winter 2018. 4 Months

DES MOINES POLICE DEPARTMENT (IA)

Point of Contact Name: Krista Morton

Phone Number: (515) 283-4892

Email Address: kkmorton@dmgov.org

Est.# of Employees: 350

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/ Legacy Data Import/ Online Training
Implementation Winter 2016. 4 Months

DETROIT POLICE DEPARTMENT (NV)

Point of Contact Name: Rob Gaber- Department of Innovation & Technology: (313) 596-5121

Email Address: gaberr123@detroitmi.gov

Est.# of Employees: 2,600

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/Data Import/ Tracker Implementation Audit/ Online & In-Person Training
Implementation March 2024-current

BALTIMORE POLICE DEPARTMENT (MD)

Point of Contact Name: Thomas Wisner- Deputy Director of Forensic Science & Evidence Services

Phone Number: (410) 396-6097

Email Address: Thomas.Wisner@baltimorepolice.org

Est.# of Employees: 3,100

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/Data Import/ Tracker Implementation Audit/ Online Training
Implementation Fall 2021. 7-8 months

LAS VEGAS METRO POLICE DEPARTMENT (NV)

Point of Contact Name: Kim Murga- Executive Director Criminalistics Bureau

Phone Number: (702) 828-3909

Email Address: k1014m@lvmpd.com

Est.# of Employees: 4,658

Project Description / Scope of Services and/or Products: SAFE Cloud - Evidence Management Software/Data Import from Legacy Software/ Tracker Products Custom Development & Support/ Online & In-Person
Implementation 2024: Go Live July 1, 2024

Executive Summary

SOFTWARE REQUIREMENTS

Tracker Products provides our Evidence Management Software as a SaaS (Software as a Service) solution. SAFE is a web browser & cloud-based system, which means you can directly access the software from any device with connection to the internet through secure login credentials. It is compatible with modern web browsers such as Chrome, Firefox, and Edge. Clients are not limited on where/how to stage property, onsite or remotely. Users can access SAFE via desktop, laptop, or on a mobile device using our Free Mobile Application for iOS and Android devices. Login configuration through SAML and MFA are options. Our CJIS compliant system can be set up in a shared or private cloud environment to meet your department's needs. SAFE is hosted in the AWS Gov Cloud, which is a CJIS compliant and SOC2 certified environment. We use barcodes for Storage Locations, Individual Items, and Container Labels in your Property & Evidence Room. Our system is routinely updated and managed by Tracker Products IT, without need for Agency IT involvement. Updates occur regularly, on average every 4-8 weeks. Our Infrastructure is routinely updated and tested by our IT team, as well as annual 3rd party penetration testing.

Our Mobile Application for Apple iOS and Android devices is a direct access point into the software providing relevant and up to date, real-time data. (Unlike older technologies like PDAs where the mobile device must be docked and uploaded). The mobile application can also allow you to use your smart-devices camera as a barcode scanner!

Full Software Features & Capabilities include- Physical and Digital Evidence Tracking in the same user interface, Chain of Custody, Dashboard Visualization with Data Statistics, Auto Disposition Notifications, Custom Reports and an internal Report Builder, Inventories & Audits with a detailed Discrepancy Report, Advance Tasking Process with Automated Notifications to Email or SMS text messages, Notes, Advanced Searching/Reporting Capabilities including a Global Search feature, Unlimited Custom Data Fields to collect any level of information required, Digital Signature Capture Functionality, Multiple Office Locations, Customizability, and our Free Mobile Application. Our SaaS Business model includes your Annual Maintenance & Support for the system.

SAFE is Highly Customizable & Flexible. Not only can users select specific language and terminology, but also the ability to customize their drop-down menu options. Clients are also able to create an unlimited number of Custom Data Fields at the Case/ Person/Item Level to allow your agency to capture any amount of data required. This includes fields for Free Text, Check Boxes, Drop Downs, True/False, Yes/No, or radio buttons. Fields can also be mandated as required, so you never miss capturing essential data. SAFE also allows bulk and batch load updates and processing capabilities. You can display 1,000 items on an individual screen and can perform Check In, Check Out, Disposal, Release/Transfer, and Updates on up to 100,000 items in a single transaction! Custom Reports can also be built within the system's internal report builder. An unlimited number of Reports can be designed and added into SAFE in the Report Builder.

Customizable Dashboard: Dashboard drives Data and Statistics graphs about your operation to the forefront. You can arrange the display view with different graphs and widgets based on the users preference. Existing templates are already created for common categories, such as "Guns", "Drugs", "Currency", "Digital Media", "Tasks", and "General Stats". Users can customize the Dashboard with "saved searches", which can be added to custom widgets, allowing the department to creatively access data needed for your day to day operations. An Unlimited number of custom widgets can be created. Widgets can also be shared and copied to other users' dashboard view.

SAFE manages the entire Evidence Lifecycle from Intake through Disposition! The system is designed to do inventory management, check in, check out, release, inventory, running reports & stats, bulk updates & actions, as well as disposals. Perform all Evidence Management Functions easily and efficiently from a single user interface!

SAFE has an Open API that allows us to integrate with other RMS/CAD & Case Management Systems. Integrations are able to be built with cooperation from Tracker Products' Development Team, Client IT, and the Client's other Software Vendor. Integrations require appropriate access granted to both system, and collaboration/cooperation between vendors. We can develop an integration with Motorola Flex RMS system.

SAFE has the ability to import Legacy Data from other systems using our built in Data Importer. Tracker Products Implementation team requires a copy of legacy data in SQL (bak) file format to map.

Tracker Products SAFE platform is an Enterprise System that can be deployed almost immediately by turning on the sight and adding users into the application. Customizations, Training, and other system requirements can be managed in an agreed timeframe. Average Implementation time is 120-150 days for agencies the size of La Vergne Police Department, size including data import and integrations. Base functionality and in-system customizations, and hardware delivery are able to meet 90 day requirements. Data Imports and Integrations require collaboration and cooperation between Tracker Products Implementation Team, Client IT, and coordinated data exchange. Agreed timeframe based on actual system integration requirement specific work statement from client.

DASHBOARD

SAFE includes a user friendly Dashboard that is customizable by each user in the system. Information available to each user based on permission settings. Dashboard is designed to bring Statistical and Graphical information to the forefront. Org. Admin can also run advanced saved searches and create your own Statistics Widgets on the dashboard.

Current Software Version is V8.120. as of 11-18-2024. Tracker Products manages and pushes out all updates via Web Based System, so clients are always operating on latest version of the software. Average updates are routinely performed every 4-8 weeks on average.

We take pride in assisting our clients with customizations, and currently we have performed 36,000 customizations for clients. Tracker Products never wants you to be in the dark regarding how to use the system. We will provide you with a certified Project Manager that will teach you how to use the system to its fullest. Our 24/7 help desk is also available for users in their time of need. Lastly, while other software systems routinely charge for costly updates and add-ons, we automatically include upgrades. We want you to be able to immediately utilize every new feature and function that we develop to improve your ongoing experience.

ENHANCED NOTIFICATION & TASK FEATURE

SAFE includes a robust Tasking and Notification system. Tasks can be assigned to user(s) or user groups with email or SMS text notification. Workflow can be built into the system to notify when certain Case/ Person/Item information is entered into the system. System automatically can send notifications for Case/Item review based on offense date parameters. Tasking Requests & Activities are time stamped and tracked in the system.

LABELS & REPORTING

SAFE has the ability to print Barcode Labels from the system. Labels can be printed remotely. Barcode Label information is customizable. General Labels or Item-Specific Labels, such as Firearm, Drugs, or Currency Labels are available. Barcodes Labels can be created for Storage Locations, Physical Items, and Containers.

SAFE utilizes unique Org# and Item# within the system that are automatically generated and assigned. Global Unique Identifiers (GUIDS) are associated to items and persons. Barcode Labels are Customizable to include data collected within the system.

USER RIGHTS

SAFE is a Permission based system. All users can have specific permissions to dictate who can do what in the software. Permission Groups can be customizable for an individual user or groups of users. Different Permission levels include Read Only, Basic User, Power User, Org Admin, or custom permission levels.

Software Requirements & Specifications

Section C

Number	Question	Yes/No	Comment/Notes
1	<u>Architecture</u> Platform: Web browser-based, compatible with Chrome, Firefox, Microsoft Edge, etc. Deployment Model: Cloud SaaS (Software as a Service) Compliance: Must Be CJIS Compliant Integration: Fully integrates with Motorola FLEX RMS system to enable data flow from FLEX to the evidence management software. Updates: Regular, frequent updates without IT involvement (please specify update frequency) Mobility: Must be accessible in the field and outside the Property Room Station Login Methods: Supports for multiple login methods beyond local user authentication Security: Network infrastructure with penetration testing.	Yes Yes Yes Yes Yes Yes Yes Yes	Tracker Products offer's our web-browser & cloud-based evidence management software, SAFE, as a SaaS (Software as a Service). SAFE is accessible through any modern web browser including Chrome, Firefox, Microsoft Edge, etc. The system is CJIS compliant. Through our Open API we can integrate with Motorola FLEX RMS to Pull and Push data between the systems. (Appropriate access and tokens to the other product must be provided). SAFE can be accessed from any work station or in the field. Updates are managed by Tracker Products IT, with minimal to no involvement required from Agency IT. On average, updates are pushed every 4 to 8 weeks, and client will always login and work on latest version of the software. Multiple login methods are supported including SAML.- System security is routinely performed and annual penetration testing done by 3rd party.
2	<u>Dashboard</u> • Data Visualization: Statistics Graphs • Customization: Ability to set up a customized dashboard • Template Widgets: Templates for common evidence types (e.g., Gun, Drug, Money) • Custom Widgets: Support unlimited custom widgets • Saved Searches: Unlimited custom saved searches • Sharing: Ability to share widgets with other users	Yes Yes Yes Yes Yes Yes	Dashboard shows Data and Statistics Graphs about your operation. You can customize or arrange the display view with different graphs and widgets based on the users preference. Existing templates are already created for common categories, such as "Guns", "Drugs", "Currency", "Digital Media", "Tasks", and "General Stats". Users can customize the Dashboard with "saved searches", which can be added to custom widgets, allowing the department to creatively access data needed for your day to day operations. An Unlimited number of custom widgets can be created. Widgets can also be shared and copied to other users' dashboard view.

3	<u>Searching/ Data Extraction</u> • Custom Queries: Create unlimited custom queries • Dashboard Integrations: Queries should be accessible on the dashboard • Search Types: Specify the number and types of searches supported • Export: Capability to export search results to Excel	Yes Yes Yes Yes	SAFE allows for an unlimited number of custom search queries to be performed within the system by the end user. Each unique query or search can be saved in the system to eliminate the need for re-creating a search, which removes redundancy. Saved Searches can then be added to an unlimited number of Custom Statistics Widgets on the Customizable Dashboard. Clicking on the statistic from the Dashboard will hyperlink and pull the user into the advanced search. Advanced Searches can be performed across over 13 Search Categories including, "Cases", "Items", "People", "Disposals", "Check Ins", "Check Outs", "Moves", "Transfers", "Notes", "Media", "Tasks", "Exported Searches", "Container Move Jobs". There is also a "Global Search" feature that allows you to do a random search across all category types. All search results can be exported to Excel or CSV file type.
4	<u>Physical and Digital Evidence</u> • Case Overview: Provide an overview of case, person, item, and media entry • Splitting/Duplication: Capability to split or duplicate entries • Digital Media Entry: Support entry of digital media, including videos • Unified Views: Ability to view both Physical and Digital evidence from the same interface • Chain of Custody: Digital Chain of custody tracking • File Storage: Digital media stored on-premises or in a cloud-based file server	Yes Yes Yes Yes Yes Yes	Case Overview allows for overview across multiple tab without leaving the same screen. Case Overview shows tabs for "Basic Info", "People", "Items", "Media", "Notes", "History", and "Case Level Permissions". System allows for splitting of items to create parent/child relationship within items.- Additionally, "duplication" feature can be leveraged to add lots of items to a case and carry Any type of digital media file can be uploaded into the system, including but not limited to audio, video, image file types.- Attach media at "case" or "item" level.- Full Physical and Digital evidence items are located in the same user interface and can be viewed side by side, without needing to open additional boxes or software portals to access. Full Digital Chain of Custody tracked on digital evidence. File storage is in AWS Gov Cloud S3 servers. Download to local device at anytime through SAFE.
5	<u>Transactions</u> • Transaction Types: Support for Check-in, Check-out, Move, Dispose, and Transfer transactions. • Chain of Custody: Unalterable chain of custody records for all transactions.	Yes Yes	Standard Functionality. Both Physical and Digital Evidence transactions are captured in the system. Items can be checked in, checked out, moved, transfer, and disposing of evidence in the system, including signature capture. All transactions recorded on unalterable chain of custody.

6	<u>Custom Fields</u> • Data Fields: Ability to create unlimited custom data fields • Custom Search & Reporting Fields: Include custom fields in searching, dashboard, and reporting.	Yes Yes	Standard Functionality of System. Our Tools section allows for custom data fields to be created for Case/Person/Item type categories. Unlimited customization of fields to collect all data required, including, drop down menu options, check boxes, radio buttons, start/finish date fields, free text, etc. All custom data fields can be searched in the system, reports generated that can add those data points, and saved searches added to the dashboard.
7	<u>Labels & Reporting</u> • Label Customization: Customize labels for evidence items • Report Customization: Capability for report customization • Container Labels: Labeling for evidence containers	Yes Yes Yes	Standard Functionality. Create custom Labels and add any data collected in the system on the label. Item specific labels, such as "Drug Label", "Firearm Label", and "Currency Labels" can be made in the system. Containerize multiple items into a single storage box/location and print Container Label. Custom Reports can be created in the system through the Report Builder, which utilizes HTML.
8	<u>Tasking (Communication w/logging)</u> • User Tasks: Create tasks for other users, with logging and tracking	Yes	Standard Functionality. Create unlimited tasks to auto assign or manually assign to user(s) or groups. Link Cases and Items to tasks, set request due date, and email/sms notifications to users. All tasks are tracked in the system by user and date/time stamped. Escalation for overdue tasks can have notifications sent to supervisors.
9	<u>Major Features</u> • Auto Disposition: Notify officers of case review dates • Workflow Integration: Workflow with email or SMS notifications • Mobile App: Mobile application (iOS and Android) with direct integration to the software.	Yes Yes Yes	Standard Functionality. SAFE's Auto Disposition feature allows for automatic assigning of review dates for cases, based on user configuration settings. This feature will automatically send email or SMS notification to case officers and create a Task in the system, when the review date is met. Unlimited additional Workflows can be created in the system to notify user(s) via email and/or SMS messages when a trigger activates the specific workflow.- Our mobile application for Apple iOS and Android devices allows for users to directly access the system through their mobile device.

10	<u>Offices & Permissions</u> • Data Segmentation: Segment data by office • Access Levels: Support for single-user and multi-level access controls • Mandatory Fields: Customizable mandatory fields • Permissions: Case-Level permissions for data access	Yes Yes Yes Yes	Standard Functionality. Data can be segmented by Org or Office. Limit what users can access which office. User Level permissions can be changed and modified at anytime by Org. Admin, based on the users' role and responsibilities. Case Level permissions can also be activated to restrict access and user permission based on specific cases. Creating Mandatory Fields can be customized in the system by Tracker Products or Org. Admin.
11	<u>Shared System Infrastructure (Cloud Only)</u> • Multi-Agency Use: Ability to work with other agencies using the system • External User Access: Invite outside users with permission	Yes Yes	Standard Functionality. Tracker Products has the ability to create Unified Chain of Custody through "Org Item Sharing" between SAFE Clients. Create a relationship with another organization using SAFE and now you can check items out and transfer over to the other group. SAFE also allows you to create External Users and set custom permission levels for those users, controlling exactly what they can and cannot access in the system.
12	<u>Miscellaneous Features</u> • Item Descriptions: Unlimited space for item descriptions • Inventory Management: Inventory, discrepancy report, and audit capabilities • Scanning: Support for scanning evidence items • Storage Locations: Customizable storage locations • Data Import: Data import capabilities • RMS Integration: Integration with RMS (Records Management System) • Licensing: Detailed licensing terms • Non-Modular: The software should be a unified system (non-modularized) • Implementation Process: Structured implementation process. • Training: Comprehensive training on initial implementation and ongoing education • Custom References: Provide a list of current users of the software	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	Standard Functionality. SAFE allows for unlimited space for item descriptions. Built In- Inventory and Audit capabilities which will produce an Inventory & Discrepancy report. Barcode Scanning is at the forefront of our system. Scanning Storage and Item barcodes allow for performing transactions in SAFE. SAFE has a Data Importer and we can configure/import legacy data into the system. RMS Integrations with RMS system can be achieved through development using our Open API. Licensing of our product allows full access to all system features. Scale up or down your licenses based on organization need.- License provides access to Full System & Features, which are not modularized. SAFE is a singular, unified system. Detailed Implementation Process Provided in RFP. Comprehensive and on-going training/education provided. References Provided in RFP.

13	Data Conversion	Yes	Standard Functionality.
	• Motorola Flex Integration: The new software must support full data conversion from Motorola FLEX RMS into the proposed evidence management system.	Yes	Tracker Products is familiar with and can import evidence records from Motorola FLEX RMS into our solution. Tracker can import "Case Details", "Physical and Digital" evidence files, "Chain of Custody Information", and "Transaction History" into our system.
	• Scope of Conversion: The data conversion process must include, but is not limited to: • Case Details • Evidence Records (Physical and digital) • Chain of Custody Information • Transaction History	Yes	Tracker Products performs a two stage data import process working collaboratively with Evidence Unit and RMS vendor to ensure smooth and clean conversion of data records. The data import is initiated and done by Tracker Products personnel. The conversion process also includes review and sign off from both parties for data validation. Tracker Products provides a timeline for the project including data conversion step. We provide Technical support during the process to address any issues that may arise.
	• Automation: The data conversion should be automated as much as possible to minimize manual effort and reduce errors.	Yes	
	• Validation: Include a data validation process to ensure accuracy and completeness of all converted data.	Yes	
	• Timeline: the vendor must outline the estimated time required for data conversion during implementation	Yes	
	• Support: The vendor must provide technical support during the data conversion process to resolve any issues that arise.		

General System Requirements

Section	Question	Yes/No	Comment/Notes
1.0	Software Recommendations A. All Inclusive Solution to processing evidence & property management B. Fully Cloud Based Solution CJIS-ready environment C. Compiles statistical data reports. D. Compatible with modern web browsers Edge, Safari, Firefox, and Chrome E. Support mobile phones/tablets for both iOS and Android devices.	Yes	A. Complete Physical & Digital Evidence Management System. B. Fully Cloud Based and hosted in AWS Gov Cloud environment, which meets compliance requests. C. Unlimited number of Statistical Data Reports can be generated through the system. D. Compatible with Modern Web Browsers listed. E. Fully Functional Mobile Application for any Apple iOS or Android Device.
2.0	Training: Vendor must be able to provide online training and technical support for users. This training must be scheduled in cooperation with the Vendor and La Vergne PD. Scheduled during 8am to 4:30pm eastern standard time. Training Materials Provided. Test Environment Provided for Training.	Yes	Tracker Products can provide full online or hybrid training options for La Vergne Police Department.- Training can be scheduled during the required timeframe, and training materials provided. Access to training links, manual, on our guide at https://guide.trackerproducts.com/ Trial Training Site Available for Training Purposes. Online Training through Zoom
3.0	Vendor Support by Remote Web-Sessions, and telephone for initial launch of system. Provides updates and revisions to the application as needed and will be tested prior to being pushed into production site.- Vendor to provide training to Maui PD users related to application updates. Provide SLA provided. Technical support Monday through Friday 8am to 5pm HST	Yes & No	Tracker Products provides continual Vendor Support. Web-Sessions can be requested through our 24/7 ticketing system and arranged. Our SaaS Business Model includes full hosting of the system in AWS Gov Cloud and includes data backups, M&S, New Feature Development, software hot fixes, etc.- Our SLA is listed in our End User License Agreement (EULA). Live technical Support is M-F standard 8am-5pm EST. We have 24/7 ticketing and routinely monitor system to ensure our 99.8% up-time levels.- Additional support outside of normal operation hours can be provided at an additional charge.
4.0	Data Ownership- La Vergne Police Department owns data inputted into evidence management system.	Yes	Our End User License Agreement explicitly states that La Vergne Police Department owns your data.- La Vergne Police Department can request a full backup copy of data in a SQL database file format from Tracker Products. End Users can also export files out of SAFE directly in an Excel or CSV format at anytime.

Pricing Proposal

**Tracker Products LLC**

PO Box 1026
Florence, Kentucky
41022
U.S.A

Quote
QUO-005070

Bill To**La Vergne Police Department (TN)**

5093 Murfreesboro Road
La Vergne, TN
37086
United States

Quote Date : 04 Dec 2024

Expiry Date : 10 Jun 2025

#	Item & Description	Qty	Rate	Amount
1	SAFE 'Cloud Based' CAL License TP-S-CB-CAL - Annual Gov-Cloud Based SAFE License Including 250GB of cloud storage per License. Licenses are classified as Software as a Service (SaaS), which are billed as an annual subscription fee per license. Annual license fee includes full software features, complete data hosting and backup in Gov-Cloud, unlimited access to online resources, customer support for admins, system maintenance updates, and new-feature developments.	4.00 Each	4,240.00	16,960.00
2	Professional Services - Training Client Training virtually led by dedicated Tracker Client Success team member. *This training is done virtually, not in person.*	1.00 Quantity	825.00	825.00
3	Mobile App for IOS and Android TP-S-MA Clients can download the IOS application and login with their credentials to perform transactions. Access to the system through the mobile application is based on your agency's purchased CAL and accessing the system uses an available license.	1.00 Each	0.00	0.00
4	Data Import of Existing Data Data Import from Motorola Flex RMS System. This import will be done over two time periods... 1. Trial import so that you can see what data will look like after import and train with real data. 2. We will schedule a Go Live date and then re-import all your data in preparation for your production system of Safe. Additional data imports or significant changes to this format may incur additional charges.	1.00 Each	7,500.00	7,500.00
5	Professional Services - Custom Development per hour Custom Development priced/per hour for Integration of Motorola Flex RMS and SAFE. The initial quote covers the Base Development Cost. Tracker will need Statement of Work from La Vergne on specific integration requirements. If additional development time is required to complete the integration according to La Vergne Police Department's specific	95.00 Each	155.00	14,725.00

Purchase Orders should be sent to billing@trackerproducts.com.
For additional license requests, email billing@trackerproducts.com

#	Item & Description	Qty	Rate	Amount
---	--------------------	-----	------	--------

requirements, we will assess and communicate the extra time needed, along with associated costs at our hourly rate. Tracker Products is committed to working closely with La Vergne to accommodate any necessary adjustments, including deferring additional payment for Integration Development into another billing cycle.

6	DS8178 Wireless Scanner Kit Item #DS8178-SR7U2100SPW Zebra Enterprise, DS8178, Cordless Bluetooth, 2D Standard Range, USB Kit, includes Scanner, Cradle, and Cable	1.00 Each	849.95	849.95
7	ZD421 Thermal Transfer Printer Item #ZD4A042-301E00EZ ZEBRA AIT, PRINTER, ZD421, THERMAL TRANSFER PRINTER (74/300M), 203 DPI, USB, USB HOST, ETHERNET, BTLE5, US CORD, EZPL	1.00 Each	697.99	697.99
8	LABEL-4x3 GK420, ZD420, ZD421 Item #TTL4030P4 Thermamark, Consumables, Paper Label, Poly coated, 4"x3", 1" Core, 4" OD, 500 Labels per roll, Perforated; for GK420	1.00	19.95	19.95
9	Ink - GK420, ZD420, ZD421 Item #03200GS11007EA Zebra, Consumables, 3200 wax/resin ribbon, 4.3" x 244', 0.5" core	1.00 Each	14.95	14.95
10	Shipping	1.00 Box	25.00	25.00
11	Sales Tax Notification This quote may contain sales tax information. Your agency / this order will be charged applicable sales tax unless you provide documentation that will exempt you from sales tax OR our accounting department already has your exemption on file.	1.00 Each	0.00	0.00

Sub Total 41,617.84

TN STATE TAX (7%) 2,913.26

TN STATE TAX (2.75%) 176.00

TN COUNTY TAX (2.75%) 854.09

TN CITY TAX (0%) 0.00

Total \$45,561.19

Notes

Year 1 Cost- \$41,617.84 (Includes Maintenance & Support)
Year 2 Cost- \$4,240 x 4CAL = \$16,960 (Includes Maintenance & Support)
Year 3 Cost- \$4,452 x 4CAL = \$17,808 (Includes Maintenance & Support)
Year 4 Cost- \$4,452 x 4CAL = \$17,808 (Includes Maintenance & Support)
Year 5 Cost- \$4,674 x 4CAL = \$18,696 (Includes Maintenance & Support)

Purchase Orders should be sent to billing@trackerproducts.com.
For additional license requests, email billing@trackerproducts.com

Invoice Billed Upon Project Kickoff

*Tracker Products Recommends 4 Licenses based on Agency Size and Client Information.

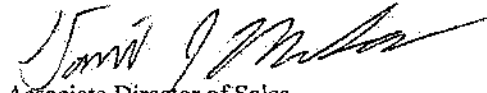
**Additional Licenses can be purchased at \$4,240/licenses per year. Tracker Products will prorate with your Annual Billing Cycle.

***Hardware is not proprietary and can be purchased 3rd party. Hardware purchased through Tracker Products is supported by Tracker Products.

****Data Import quoted by providing Tracker Products access to your data. Tracker Products Development will quote a cost based on time needed to map data for import. Imports require collaboration and cooperation between Tracker Products Implementation Team, Client IT, and Data Origin Vendor. Data Import Cost starts at \$7,500 and may be adjusted depending on amount of work.

*****Integrations require collaboration and cooperation between Tracker Products Development, Client/IT, and Motorola. Tracker Products has an Open API and does not charge to link to our system, Injection of Data, or for integration work performed by other entities. Tracker Products must be provided appropriate access to the 3rd party's system in order for an integration to work.

David Marks



Associate Director of Sales

Phone: 513-400-6074

Email: dmarks@trackerproducts.com

Purchase Orders should be sent to billing@trackerproducts.com.
For additional license requests, email billing@trackerproducts.com

Notes

**Cal = Concurrent Access License. With the purchase of a license, you can register an unlimited number of "Users" who can access the system. The number of CAL purchased equals the number of "Users" that can be concurrently logged into the software at the same moment in time. You do not need a CAL for every "User" in your department. Simply stated, when a person logs into the system, a license is utilized. As soon as that person logs out of the software, the license becomes available for another user. Therefore, the number of CALs purchased will equal the maximum number of concurrent users that can be working in the software at once.*

Terms and Conditions

Quantities on quote can be adjusted upon request and Optional Offerings may be removed upon request. Estimate is valid for (180) days from due date of the RFP Proposal. All prices may change after 180 days. Thank you!

Exceptions

Support and Maintenance Plan

Maintenance & Support is included in your SaaS licensing subscription and is performed by Tracker Products personnel. Backups of data are done in AWS GovCloud, including redundancy of agency data. This is outlined in Security Whitepapers.

Tracker Products' IT Department shall be responsible for the installation and maintenance of software. The IT Department shall:

- Develop configuration standards for all system components that address all known security vulnerabilities and are consistent with industry accepted definitions. Update system configuration standards as new vulnerabilities are identified.
- Install and maintain software.
- Maintain software license records.
- Fully test the application and ensure it is compatible with and runs on IT Department standard hardware.
- Where appropriate, subscribe to vendor software maintenance.
- Ensure the software is configured to run at optimum levels.
- Ensure the software and data are fully backed up to ensure systems can be recovered in the event of a failure.
- Updated with critical system patches within 30 days of release. Patches are to be tested before rolling out to production environments.
- Ensure third party vendors work in conjunction with the IT Department.

System Maintenance & Support is routinely performed by Tracker Products Personnel. Tracker Products updates routinely occur every 4-8 weeks on average. We provide written notice of upcoming major updates and downtime to allow our clients time to prepare internally. Our online User Guide, SAFE Admin Information, documentation on updates, releases, and technical pages is located on our Public Facing Guide: <https://guide.trackerproducts.com>

For technical questions, logging in a support ticket, complaints, claims with respect to the Software please contact Tracker Products, LLC via:

Tel: (866) 438-6565

Email: support@TrackerProducts.com

Submit a Help Desk Ticket 24/7 at: <https://support.trackerproducts.com/portal/en/home>

Online Chat with Live Representative- <https://www.trackerproducts.com>

Statement of Work Implementation Plan



Statement of Work (SoW)

Implementation Plan

La Vergne Police Department



Table of Contents

● Introduction	3
● Goals and Objectives	3
● Implementation Packages and Scope	4
● R & R (Roles and Responsibilities)	5
● Project Assumptions	6
● Deliverables	7
● Performance Reporting Requirements	8
● Data Import Specifications	8
● Expected Start and Completion Dates	8
● Change Request Procedures	8
● Billing and Payment Terms	8
● Attachments and Appendices	8
Attachment A	9
Attachment B	10
Terms and Conditions	10
Signatures	11



- **Introduction**

This Statement of Work (SOW) is part of the Subscription agreement between Tracker Products, LLC and [La Vergne Police Department (TN)] (Licensee).

This SOW outlines implementation-related services to be carried out as part of the SAFE Implementation Project. Our goal is to provide necessary services to enable Licensee to successfully implement the SAFE software within their organization.

- **Goals and Objectives**

Tracker Products will partner with the Licensee's identified Project Team (as defined below) to complete the implementation of SAFE Software as their evidence tracking solution. Through participation in the implementation project, members of the Licensee's Deployment Team will have the opportunity to become SAFE champions internally to support long-term success as their organization grows, changes and expands.

2.1. Standard Implementation Process (Small, Medium and Large)

- A. **Kickoff** - Initial meeting with core team members representing Licensee Implementation Team to agree on timelines, training, and the roles of each team member.
 - a. This is typically a single 60-minute call and should include all members of the Licensee's Implementation Team.
 - b. Data requirements will be outlined during this call if the implementation project includes a data import.

- B. **Data Review, Mapping and Import**- Review of data, including mapping existing data/fields for import into SAFE and import of all data into a SAFE trial environment.
 - a. This is typically a 4-week process with a single 2 hour session with the Licensee Implementation Team including any subject matter experts, as necessary. The following steps are included in the process.
 - i. Review of data including mapping of fields to existing SAFE fields
 - ii. Begin the process of customizing SAFE to meet the Licensee's needs
 - iii. Import of data into a trial environment
 - b. Additional post-session time: A designated member(s) of the Licensee's Implementation Team will be required to provide necessary translations and provide any necessary answers to further the Implementation Specialist's understanding of the data files. In addition, following the trial import, the Licensee will be required to sign off that all data has been imported to their satisfaction before the final import can be scheduled.

- C. **Train the Trainer Sessions** - Training will be provided to the Licensee team who are responsible for providing training to end users of the software. The training sessions are designed to provide a firm grasp of SAFE organization setup and day to day operations.
 - a. This is typically three, 120-minute, training sessions.



- b. During the training sessions the SAFE PM will continue to customize SAFE reports and help to organize storage locations in the most efficient manner
 - c. Additional post-session time: The members of the Licensee's Deployment Team will be required to complete all follow-up work and add permissions for all users.

- D. **End User Training** - Training completed by the Licensee team for users who are primarily entering cases, items and people in SAFE.
 - a. This should be completed within the agreed-upon timeframe.
 - b. The SAFE PM will be available during this time to answer any questions that come up.

- E. **Final Import** - Final import of data in SAFE based on the mappings and translations determined during the trial import.
 - a. Changes to translations and mappings should be minimal during the final import.
 - b. Tracker Product's PM will work with the Licensee to determine the best date for the final import. Please note, trial import sign-off must be received before the final import can be scheduled.

- F. **Implementation Project Close-Out** - Summary of the project and final review and sign off by Licensee.
 - a. A single 30-minute closeout session with the Implementation Team to determine all needs have been addressed.
 - b. Review of ongoing support process

● Implementation Packages and Scope

The Implementation Package referenced in your quote determines the services included as part of your project as found in the table below.

Implementation Package	Size	Max Sessions
Small - Remote	● Up to 3 Licenses	● 1 - 2 hour data review discussion ● 3 - 2 hour training sessions ● 1 - 45 minute follow-up training session ● 1 - 30-minute project wrap-up meeting ● 1 Hour Custom Development for Reports



Medium - Remote	4-10 Licenses	1 - 2 hour data review discussion 3 - 2 hour training sessions 1 - 45 minute follow-up training session 1 - 30-minute project wrap-up meeting 2 Hours Custom Development for Reports
Large - Remote	Above 10 Licenses	1 - 2 hour data review discussion 3 - 2 hour training sessions 1 - 45 minute follow-up training session 1 - 30-minute project wrap-up meeting 2.5 Hours Custom Development for Reports

● R & R (Roles and Responsibilities)

To ensure a successful implementation project, we expect that Licensee personnel are identified and made available to collaborate with their Tracker Products counterparts as needed. A breakdown on the key Licensee and Tracker Products roles and responsibilities during the scoping and implementation process can be found below.

4.1. Licensee Personnel

- **Implementation Lead** - Licensee's project leader and point of contact for communications with the Tracker Products Team, including coordination and facilitation of calls/meetings.
- **Implementation Team** - Evidence Technicians that have the proper authority and knowledge to define team workflows and processes. The Implementation Team will work with the implementation specialists to translate and map your data.
- **Manager** - Person(s) with authority to clarify project needs, identify participants, and act as a point of escalation as needed. Additionally, the Manager may be called upon to enforce SAFE usage initially.
- **End Users** - Everyone else in your organization that will be using SAFE.

4.2. Tracker Products Personnel

The Tracker Products Implementation Project Team will be with you throughout the duration of your project to ensure your initial team is successfully onboarded, trained and transitioned to SAFE.

- **Implementation Project Manager** - The primary point of contact throughout your implementation project. Responsible for delivering the deployment activities and communicating changes to scope and timeline.
- **Implementation Specialist** - Data import specialist responsible for planning and importing of trial and final imports including the customization of forms as necessary for the data import.



● Project Assumptions

Licensee acknowledges that its participation and cooperation is critical for effective and timely completion of the implementation project. If the Licensee fails to comply this could lead to changes in the expected timeline and can result in additional fees. Any changes will be handled through the Change Control Process described in the SOW.

1. Licensee will provide access to subject matter experts and decision makers to provide project decisions in a reasonable and timely manner.
2. Tracker Products will not allocate personnel prior to the signing of the agreement.
3. The planned start date must be between fourteen and thirty consecutive days from the signature date of the Agreement, unless mutually agreed upon by both parties.
4. Tracker Products and Licensee shall make reasonable efforts to attend all scheduled meetings.
5. Licensee agrees to provide Tracker Products with prompt and adequate responses to its request for information and other requests related to the services provided under this SOW. In the event that Tracker Products has made a request and Licensee has not responded promptly with the requested information, Tracker Products may issue a Final Project Notice to Licensee. If Licensee does not respond as requested to the Final Notice, Licensee agrees that Tracker Products shall be relieved of any further obligations which have not been completed under the SOW and Licensee shall remain liable for payment of all fees. Any and all services requested by Licensee following the period mentioned in the Final Notice will require Licensee and Tracker Products to execute a new SOW.
6. Project delays to the agreed schedule by Licensee can result in additional management and deployment support charges. No additional training or data imports will be provided due to unavailability of Licensee resources or failure to sign-off in a timely manner.
7. Unless otherwise agreed in writing, the obligation of Tracker Products to provide professional services to the Licensee under this SOW expires the earlier of.
 - a. Delivery of the professional services included and agreed upon in the SOW; or
 - b. Applicable time period below:

Implementation Project	Delivery
Small	120 days from Project Start Date
Medium	150 days from Project Start Date
Large	180 days from Project Start Date



• Deliverables

Deliverables	Description	Owner	Acceptance Criteria
Data Review, Mapping, and Import	Initial meeting with core team members representing Licensee Implementation Team to agree on timelines, training, and the roles of each team member.	TP Project Manager	Sign-off by PM
Data Review, Mapping, and Import	Review of data, including mapping existing data/fields for import into SAFE and import of all data into a SAFE trial environment.	Implementation Specialist / Licensee Implementation Team	Trial Data Import Sign-Off Form (initiated by Licensee, signed by PM and Licensee)
Train the Trainer Sessions	Training specialized to members of the Licensee team who are responsible for providing training to end users of the software.	TP Project Manager	Training Sign-Off Form (first section - initiated by Licensee, no signature needed at this time)
End User Training	Training completed by the Licensee Team for users who will be primarily entering cases, items, and people in SAFE	Licensee Implementation Team	Training Sign-Off Form (first section initiated by Licensee, signed by PM and Licensee)
Final Import	Final import of data in SAFE based on the mappings and translations determined during the trial import	TP Implementation Specialist	No sign-off necessary for this stage.
Implementation Project Close-Out	Summary of the project and final review and sign off by Licensee	Business	Final Statement of Work Sign-Off (initiated by Licensee, signed by PM and Licensee)



- **Performance Reporting Requirements**

What	When	How	To Whom
Project Status Update Meeting	Varies	Video Call	Tracker Products Project Team and Licensee Implementation Team
Project Status Report	Bi-Weekly	Email	Licensee Implementation Team

- **Data Import Specifications**

- **Expected Start and Completion Dates**

Insert Gantt chart from Wrike here or table with projected start and end dates

- **Change Request Procedures**

If Licensee or Tracker Products requires a change in any of the specifications, requirements, or scope, a written change order will be defined and agreed upon by the parties before new work is initiated.

[See Attachment A](#)

- **Billing and Payment Terms**

Tracker Products will invoice the Licensee at the start of the project according to the estimate provided to Licensee at the time of sale. Tracker Products invoices on an annual recurring schedule. Payment Terms are 30 days. The dates of service coincide with the invoice date and continue for 365 days. Hardware is Invoiced Separately and at 100% at time of order placement and shipping.

[See Attachment B](#)

- **Attachments and Appendices**

The editable versions of these documents are available upon request from your Project Manager.



○ Attachment A

Attachment A – Change Order Request Form

General Information

Customer Name:	Site ID:
Customer Deployment Lead:	Tracker Project Manager:

Description of Change

Change Reason:

☐ Change in Scope
☐ Change in Delivery Time Frame (New Delivery Deadline: _____)
☐ Other: _____

Description of Change (Please include full narrative of change):

Cost Impact of Change (in US Dollars):

**If change affects cost, please attach a signed quote for additional services to this document. Quote must be signed by customer and dated.

Terms and Conditions

Except as set forth herein, the Terms and Conditions of the underlying Agreement and/or Statement of Work remain in full force and effect.

Signatures

The parties have signed this Change Order as of the Effective Date.

LICENSEE _____ Authorized Signature _____ Print Name _____ Title _____ Date _____	TRACKER PRODUCTS LLC. _____ Authorized Signature _____ Print Name _____ Title _____ Date _____
--	---



- [illegible]



Except as set forth herein, the Terms and Conditions of the Statement of Work remain in full force and effect.

- **Signatures**

The parties have signed this Statement of Work as of _____, 20____.

LICENSEE

Authorized Signature

Print Name

Title

Date

TRACKER PRODUCTS LLC.

Authorized Signature

Print Name

Title

Date

Implementation Timeline

A Project Manager will be assigned to work with each Client to plan and coordinate all aspects of the “Go-Live” activity. While each Client will have a unique set of requirements based on their specific business, department, or industry, the following is of an Example of a typical timeline of a Web Hosted Implementation with a Data Import and RMS Integration. User training can be done online via Zoom or a Hybrid Option with in-person training. The average implementation will take 3-4 months from beginning to completion. Each action item outlined below can be modified to accommodate each client’s needs. Data Import Dates/Targets are flexible due to Client/Legacy Vendor control of providing data in an appropriate timeframe. General Example Below:





Vendor Instructions and Conditions

Tracker Products, LLC SAFE SaaS End-User License Agreement (EULA)

IMPORTANT - READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between the Customer (either an individual or entity) and Tracker Products, LLC ("Tracker Products", "Tracker Products, LLC") (collectively "the Parties") for use of Tracker Products, LLC's software (e.g. SAFE EVIDENCE MANAGEMENT SYSTEM) (the "Software" or the "Product").

This EULA is an agreement between Tracker Products, LLC and the Customer only, and not with the Customer's partners or Affiliates. Tracker Products, LLC, and not its partners or its affiliates, is solely responsible for the Software and the content thereof. "Affiliates" shall include any entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Customer.

By accessing, downloading, and using the Software (requirements, set-up, and licenses), you agree to the terms of this Agreement. Please read them carefully. If you do not agree with any of these terms, you should not access, download, and/or accept this contract. Please note that your use of the Software constitutes your acceptance of this EULA and your agreement to be bound by it.

The Tracker Products, LLC software ("Product") is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Tracker Products, LLC or its suppliers own the title, copyright, and other intellectual property rights in The Product. The Product is licensed, not sold.

BY PURCHASING THE REQUIREMENT, CONFIGURATION, SET-UP, AND USER LICENSES, THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

EULA for SaaS (Software as a Service) License: TERMS AND CONDITIONS PRODUCT LICENSE

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Tracker Products and Customer (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Definitions

- a) "Application Programming Interface" or "API" means a publicly accessible interface defining the ways by which an application program may request services from libraries and/or software.
- b) "Software as a Service" or "SaaS" means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.
- c) "License" means use of the Product.
- d) "Software" means the object code versions of any downloadable software provided by Tracker Products solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications, or enhancements, owned and provided by Tracker Products to Customer pursuant to this Agreement.
- e) "Support" means the standard maintenance or support provided by Tracker Products or its designated agents as set forth in this Agreement if applicable to Customer.
- f) "Documentation" means the official user documentation prepared and provided by Tracker Products to Customer on the use of the Services or Software (as updated from time to time).
- g) "Personal Data" means any information that can be used to identify an individual as that term is defined under Regulation (EU) 2016/679 ("General Data Protection Regulation" or "GDPR").
- h) "Subscription" means access to Software Updates acquired by the Customer's purchase of a license or licenses.
- i) "Derived Works" means works based upon or using the Product.
- j) "Online Services" means the online-based or cloud-based evidence tracking software provided by Tracker Products LLC referred to as "SAFE"
- k) "Term" means subscription period of the Customer's license.
- l) "Source Codes" is a generic term referring to any collection of computer instructions written using some human-readable computer language. It specifically references the source code of the software (e.g., SAFE) covered by this EULA.
- m) "Usage Fee" or "Production Services Fee" means user license fee.
- n) "Service Level Default" means the default Service Level for all created incidents, the defined working hours of which will be used for escalations and incident management

2. Grant of License

By signing this Agreement Tracker Products, LLC grants the Customer a license to use the Software provided that the Customer complies with all the terms and conditions set forth herein. It is agreed that in exchange for the license set forth herein, the Customer will pay the requirement, configuration, set-up, and license fees as specified in Tracker Products LLC's

Upon payment of fees and subject to continuous compliance with this Agreement Tracker Products, LLC grants the Customer a limited, nonexclusive, non-transferable license to use the Software during the Term (defined below). It is agreed that in exchange for the license set forth herein, the Customer will pay the requirement, configuration, set-up, and license fees as specified in Tracker Products LLC's estimate.

2.1) EVALUATION OR BETA LICENSE

If the Services, Software, and Documentation are provided to You for evaluation, beta, or release candidate purposes, Tracker Products grants to You a limited, nonexclusive, non-transferable evaluation license to use the Services, Software, and Documentation solely for evaluation prior to purchase or implementation (an "Evaluation License"). The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from Tracker Products in its sole discretion. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to You "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under an Evaluation License.

2.2) LICENSE RESTRICTIONS

You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of Tracker Products; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by Tracker Products; (vii) license the Services, Software, or Documentation (a) if You (or any of Your Users) are a direct competitor of Tracker Products; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or (c) for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology ("Viruses"); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; or (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

2.3) YOUR OBLIGATIONS

You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users' activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party's access to the Services, Software, and Documentation and notify Tracker Products; (ii) You and Your Users will comply with all applicable local, state, federal, and international laws; (iii) You will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) You will install the latest version of the Software on Devices accessing or using the Services; (v) You are legally able to process Your Data and are able to legally able to provide Your Data to Tracker Products and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Your infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as You subscribe to the Services, Software and Documentation.

3. Reservation of Right

Tracker Products, LLC, and Customer each reserve all rights not expressly granted herein;

a) Scope of License: The license granted to the Customer for the Software is limited to a worldwide, non-transferable license to use the Software through the means provided by Tracker Products, LLC.

4. Confidentiality

The Customer agrees to treat as confidential the design of the Online Services that are accessible to the Customer via password protected access; and any documentation or materials made available under this agreement, and the Customer shall not disclose them to any third party except in the furtherance of the Parties' business relationship with each other. If the Customer is a government customer, this Section is subject to the requirements of applicable trade secret, public records, and similar laws.

5. Orders, Prices, Term, Termination, and Suspension

a) Orders and pricing.
Offering.

i) The term shall be for a year unless otherwise agreed, and the Customer, at their discretion may increase or decrease the quantity of Product ordered throughout the duration of the term.

- ii) The Customer may place Orders for its Affiliates under this agreement and grant such Affiliates administrative rights to manage their Products, however, Affiliates may not place Orders under this agreement. The Customer may assign a third party a license to use the Software or a right to access and use the Online Service for use by that third party. Any Affiliates and third parties granted rights pursuant to this Agreement shall be bound by its terms and the Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
- iii) Pricing and Payment. Undisputed payments are due thirty (30) days from receipt of an invoice. Additional licenses purchased during the term of this Agreement will be billed at the rates set out in **EST# QUO-005070**. Price level changes are not retroactive and changes in the payment due for a Subscription will be prorated. Prices are fixed at the time the Order is first placed and apply throughout the Term but are subject to change at the beginning of any Subscription renewal.

6. Renewal

a) The subscription shall renew automatically. The Customer can change its selection at any time during the Term. If the existing Term is longer than one calendar month, Tracker Products, LLC will provide the Customer with 30-day written notice of the automatic renewal before the expiration of the Term. Customer must provide notice at least thirty (30) days prior to the end of the term if Customer does not wish to renew their subscription.

The Renewal fee shall not exceed 5% at time of renewal.

b) Trial Subscriptions cannot be renewed.

c) Taxes. Prices are exclusive of any taxes. The Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any Order placed under this agreement which Tracker Products, LLC is permitted to collect from under applicable law. The Customer shall be responsible for any applicable state taxes and for all other taxes that the Customer is legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We shall be responsible for all taxes based upon our net income or on our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided however that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You will make certain that any taxes withheld are minimized to the extent possible under applicable law.

7. Term and Termination

This Agreement will remain in effect unless terminated by the Customer. The Customer may terminate this Agreement by calling customer support. Termination will only terminate the Customer's right to renew Subscriptions under an existing Order or place new Orders for additional Products under this agreement.

a) This Agreement will remain in effect unless terminated by the Customer. The Customer may terminate this Agreement by calling customer support or by written notice to Tracker Products, LLC. Termination will terminate the Customer's right to renew Subscriptions under this Agreement or an existing Order or place new Orders for additional Products under this Agreement.

i) Subscription termination. A Subscription can be terminated at any time during its Term; Customer will pay annually in advance and won't be responsible to pay future subscription period amounts if the termination is effective prior to the follow-on annual payment.

ii) One Year Subscription. If a Subscription with a one-year Term is terminated by the Customer within 30 days of the date on which the Subscription became effective or was renewed, the Customer must pay amounts due for the initial 30 days of the Subscription. If a Subscription is terminated by the Customer at any other time during the Term, the Customer must pay 100% of the Subscription fee otherwise due for the remainder of the one-year term.

iii) Tracker Products, LLC may terminate this Agreement and Customer's right to use the Product if: the Customer breaches a material term of this Agreement and fails to respond to a claim of an alleged violation after receiving a thirty (30) day written notice from Tracker Products, LLC

b. Survival. Any provision of this EULA that imposes an obligation after termination or expiration of this EULA shall survive expiration or termination unless this EULA expressly provides otherwise.

8. Software Maintenance, Updates and Discontinuation

a) During the Term, Tracker Products, LLC shall continuously enhance and update the Software at no additional charge. The Subscription period is based on the time period purchased. Software maintenance and updates are provided within the Subscription period, as necessary.

b) Maintenance and Support: Tracker Products, LLC is solely responsible for providing any maintenance and support services with respect to the Software, as specified in the EULA and as required under applicable law. Tracker Products, LLC and Customer acknowledge that its partners and its affiliates have no obligation whatsoever to furnish any maintenance and support services with respect to the Software. Tracker Products, LLC shall provide technical support, updates and/or supplements of the Software and/or related information ("Updates") to the Customer. Updates shall also

be deemed to be included in the Product and therefore governed by this EULA, unless other terms of use are provided by Tracker Products, LLC with such Updates.

c) Tracker Products, LLC reserves the right to discontinue the Product at any time, whether it is offered individually or as a part of a product suite. If for any reason Tracker Products, LLC discontinues the Product they will provide the following remedy to valid Subscription holders:

- i) Tracker Products, LLC will announce product discontinuation via the notice procedures set forth herein at least ninety (90) days prior to the discontinuation of the Product. The Customer will be provided with technical support for the remainder of its Subscription.
- ii) A local copy of the latest version of the software with an image of the subscriber's unique database will be provided to all active Subscriptions prior to discontinuation of the product.

9. Upgrades

The cost of the routine enhancements and releases of the Software is included in the cost of the Subscription term. If any customization, custom features, enhancements are conducted outside of the standard requirement, configuration, and set-up, then additional service costs might be involved and determined on a case-by-case basis. This is due to certain upgrades that might cause different impacts due to the specific customer configuration, customization, and features specific to their environment. The cost is solely based on Tracker Products, LLC's interpretation of level of work effort. Tracker Products, LLC and Customer must agree in writing prior to Tracker Products, LLC commencing any enhancements, software upgrades or releases, or any other work or services that would increase the Customer's cost beyond the cost as described in the Invoice or change the functionality of the Product. No increase to the cost of the Customer's license in regard to upgrades shall be valid unless pursuant to a written agreement between the parties.

10. Product Claims

The Parties acknowledge that Tracker Products, LLC, not its partners or its affiliates, is responsible for addressing any claims of Customer or any third party relating to the Software or Customer's possession and/or use of that Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to the Product specifications, any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA does not limit Tracker Products, LLC's liability to Customer beyond what is permitted by applicable law.

11. Intellectual Property Rights

All Intellectual Property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Product and any copies of the Product that you are expressly permitted to make herein) are owned by Tracker Products, LLC or its suppliers. All Intellectual Property rights in and to the content which may be accessed through use of the Product are the property of the respective content owner and may be protected by applicable copyright or other Intellectual Property laws and treaties. All information imputed to the API by the Customer is solely the property of the Customer, and Tracker Products, LLC may not use or disseminate such information for any reason. All Intellectual Property rights in and modifications to the Product are owned by Tracker Products, LLC. All rights not expressly granted are reserved by Tracker Products, LLC. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or the Software marks.

Tracker Products, LLC and Customer acknowledge that, in the event of any third-party claim that the Software or Customer's possession or use of that Software infringes that third party's Intellectual Property rights, Tracker Products, LLC, not its partners or its affiliates, will be solely responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claim. Tracker Products, LLC shall defend, indemnify and hold harmless Customer for any damages obtained in litigation (including reasonable attorneys' fees) or agreed in settlement by Tracker Products, LLC which arise from any third-party action claiming that the Software or Customer's possession or use of the Software infringes that third party's Intellectual Property rights.

11.1) OWNERSHIP OF YOUR DATA

You and Your Users retain all rights, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property, and other proprietary rights in and to Your Data. Tracker Products' right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

12. Nondisclosure

Both parties recognize that each party may obtain proprietary and/or confidential information ("Confidential Information") of the other party in the course of the business relationship defined herein. Each party receiving Confidential Information (the "Receiving Party") agrees that (a) Confidential Information will be received and held in confidence by the Receiving Party and that such Receiving Party will not, without the prior written consent of the party from whom such Confidential Information was obtained (the "Disclosing Party"), disclose, divulge or permit any person to obtain any Confidential Information disclosed by the Disclosing Party (whether or not such Confidential Information is in tangible or written form), other than (i) to its responsible employees and professional advisors with a bona fide need to know such Confidential Information, and with respect to Customer, to its s, or (ii) to the extent such Confidential Information is required to be disclosed by applicable law, court, or government agency, provided that the Receiving Party provides reasonable prior written notice of such required disclosure to the Disclosing Party and cooperates with any efforts by the Disclosing Party at the Disclosing Party's expense, to prevent or limit such disclosure by means of seeking a protective order or requesting confidential treatment or other appropriate remedy. The Receiving Party will take such steps as may be reasonably necessary to prevent the disclosure of Confidential Information to others. Tracker Products, LLC shall indemnify,

defend, and hold harmless the Customer and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Tracker Products, LLC's violation of this section 12 or violation of this Section 12 by Tracker Products, LLC's partners or affiliates:

13. VERIFYING COMPLIANCE AND SOFTWARE

During the Term, each party hereto must keep all usual and proper records relating to the Subscription(s), including records relating to SLA performance and Customer's use of Products. Upon reasonable notice and no more frequent than once per calendar and not more than twelve (12) months after the expiration or termination of this Agreement or the applicable Order, Tracker Products, LLC may request Customer to provide pertinent and relevant records relating to Customer's use of the Products. If verification reveals any unlicensed use, the Customer must promptly order sufficient licenses to cover its past and present use within 30 days of receipt of notice from Tracker Products LLC or as mutually agreed to between the parties. Failure to purchase additional license may result in termination subject to the provisions of this Agreement. If any material unlicensed use is found, the Customer must reimburse Tracker Products LLC for the costs we incurred in verification and acquire the necessary additional licenses at retail license cost within 30 days, or the Customer's Subscription will be subject to termination. Service Level Credits shall be paid in the event any verification of Tracker Products, LLC's SLA performance reveals an underpayment of such Service Level Credits. License confirmation. Proof of Customer's Software license is (1) this EULA, (2) any Order confirmation, (3) documentation evidencing license transfers (for any permitted transfers), and (4) proof of payment.

14. Legal Compliance

Customer represents and warrants that (i) it is not located in any country to which the United States has prohibited export or has a policy against authorizing exports, or that has been designated by the United States as a "terrorist supporting" country; and (ii) it is not on any United States sanctioned party, export denial or specially designated national list.

15. Limitation of Liability

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. EXCEPT IN REGARDS TO AN INDEMNIFICATION OBLIGATION, BREACH OF SECTIONS 10 OR 11, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ILLEGAL ACTS, OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES. NEITHER PARTY'S LIABILITY TO THE OTHER PARTY SHALL EXCEED THE LICENSE FEE PAID OR PAYABLE, IF ANY.

16. GENERAL- Agreement Mechanics

a) Notices. The Customer must send notices by mail to the address below. Tracker Products, LLC shall mail notices to account administrators identified by Customer. Notices are effective on the date on the return receipt.

Notices should be sent to:
Tracker Products LLC
P.O. Box 1026
Florence, KY 41022
Fax: (866) 381-4160

b) Assignment. The Parties may not assign this EULA either in whole or in part.

c) No agency. Tracker Products, LLC is an independent contractor. This Agreement does not create an agency, partnership, or joint venture.

d) Applicable law and venue. This agreement is governed by Kentucky law, without regard to its conflict of laws principles except that (1) if the Customer is a U.S. Government entity, this agreement is governed by the laws of the United States, and (2) if the Customer is a state or local government entity in the United States, this agreement is governed by the laws of that state.

e) Survival. This agreement will remain in effect for any Subscription Term.

f) U.S. export jurisdiction. The Product is subject to U.S. export jurisdiction. The Customer and Tracker Products, LLC must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.

g) Publicity. Tracker Products, LLC will not publicly disclose (orally or in writing) that you are a customer of Tracker Products, LLC and a purchaser of the Product(s), including in a list of Tracker Products, LLC customers and other promotional materials.

h) Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

i) Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

j) Force Majeure. Tracker Products will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; pandemics and public health emergency, earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

17. Service Level Agreement ("SLA")

Tracker Products, LLC commits to achieve the Annual Production Uptime and the Response Time set forth below. Tracker Products, LLC agrees to provide Customer with monthly service level reports measuring Tracker Products, LLC's performance against the Service Levels.

- a) SLA Definitions and Measurements: A "Measurement Period" means the monthly time frame in which Service Level Credits, if any, are calculated. "Scheduled Downtime" means planned downtime of which Tracker Products, LLC has notified Customer at least 48 hours in advance.
- b) "Service Level Credit" means the amount the Customer will be credited for the applicable Service Level Default during the Measurement Period.
- c) "Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.
- d) Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable.
- e) The SLA set forth in this Section 20 shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies, such as damages for breach of contract.
- f) Exceptions: Any unavailability determined by the parties hereto to be solely caused by the following items shall not be deemed unavailability for purposes of the Annual Production Uptime calculation:

- i) factors outside of Tracker Products, LLC's reasonable control, including any force majeure event or Internet access or related problems beyond the control of Tracker Products, LLC.
- ii) Outages resulting from Scheduled Downtime. Outages arising from Customer's network being inaccessible, that result from customer equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within our direct control).
- iii) Domain Name Server (DNS) issues outside of the control of Tracker Products, LLC.
- iv) Customer's acts or omissions (including acts or omissions of a third party provided a license by customer), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer, or its negligence or willful misconduct;
- v) Internet outages, or other third-party infrastructure outages which hinder access to Tracker Products, LLC's environment.
- vi) Outages requested by Customer.
- vii) Changes by Customer, or its agents, to Customer's environments which are not communicated to Tracker Products, LLC and which adversely impact Tracker Products, LLC's ability to perform the Service.
- viii) Inability of Customer to log-in due to Customer's use of Lightweight Directory Access Protocol (LDAP) to control authentication.

18. Service Availability

- a) Tracker Products, LLC agrees to provide 99.8% Annual Production Uptime during the Service Year. In the event Tracker Products, LLC does not meet the Target Service Level set forth below, Customer will be eligible to receive a Service Level Credit as described below.
- b) Availability is calculated based on the following formula:

$A = (T - M - D) / (T - M) \times 100\%$
A=availability
T=Total Monthly Minutes
M=Maintenance Time
D=Downtime

- c) The customer must notify Tracker Products, LLC in writing within five (5) business days of the downtime or maintenance time in which the services were inaccessible.

19. Primary Contacts

- a) For technical questions, logging in a support ticket, complaints, claims with respect to the Software please contact Tracker Products, LLC via:
Tel: (866) 438-6565
support@TrackerProducts.com
- b) Product Support:

Tracker Products, LLC will provide Support for the Software and respond to requests by telephone, email, and/or website support through the link provided above during normal business hours. Additional support outside of the standard support may be provided via a separate agreement. Tracker Products, LLC shall respond to requests for service within or before the following response times:

Security Level	Response Time During Business Hours
1	4-12
2	24
3	48
4	72

- i) Security Level 1: Critical/System Down - Application down or major malfunction resulting in a product inoperative condition. The specific functionality is mission critical to the business and the situation is considered an emergency as determined by the Customer.
- ii) Security Level 2: Significant Impact - Critical loss of application functionality or performance resulting in users unable to perform their normal functions. The program is usable but severely limited.
- iii) Security Level 3: Normal/Minor impact - Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions. Minor feature/product failure, convenient workaround exists/minor performance degradation/not impacting production.
- iv) Security Level 4: Low/Informational - Minor loss of application functionality.

20. YOUR DATA

20.1) Tracker Products may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that Tracker Products, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party. You agree that You and Your Users are responsible for maintaining and protecting backups of Your Data directly or indirectly processed using the Services and Software and that Tracker Products is not responsible for exportation of, the failure to store, the loss, or the corruption of Your Data. You agree that Tracker Products will process configuration, performance, usage, and consumption data about You and Your Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve our products and services.

20.2) PROTECTION OF YOUR DATA

Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data.

21. WARRANTY

a. Tracker Products, LLC warrants to Customer that:

- i. the Product will perform as described in the documentation and Tracker Products, LLC will not materially decrease the overall functionality of the Product during the term of any Subscription;
- ii. Tracker Products, LLC will perform services as provided in this Agreement in a professional and workmanlike manner; and
- iii. the Product is free from any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventive routines" or other similar computer software routines.

b. **Warranty Remedy.** If Tracker Products, LLC breaches any of the warranties under Section 21, Tracker Products, LLC will use reasonable efforts to correct the breach. If Tracker Products, LLC cannot cure the breach within 30 days of Customer's warranty claim or a mutually agreed timeframe, then Customer may terminate the affected Order as it relates to the non-conforming Product or services. Tracker Products, LLC will then refund to Customer any pre-paid and unused fees for the terminated portion of the Order.

c. Tracker Products has implemented administrative, physical, and technical safeguards to protect Customer data from cyberattacks while using the Software. However, no system is 100% safe from cyberattacks or hacker-proof. While Tracker Products uses industry best practices for security, there still exist risks that the system could be breached or hacked.

d. In no event will Tracker Products, Tracker Products professionals or their officers, employees, directors, parents, subsidiaries, affiliates, agents, or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use data or other intangible losses arising out of or related to your use of the Software.

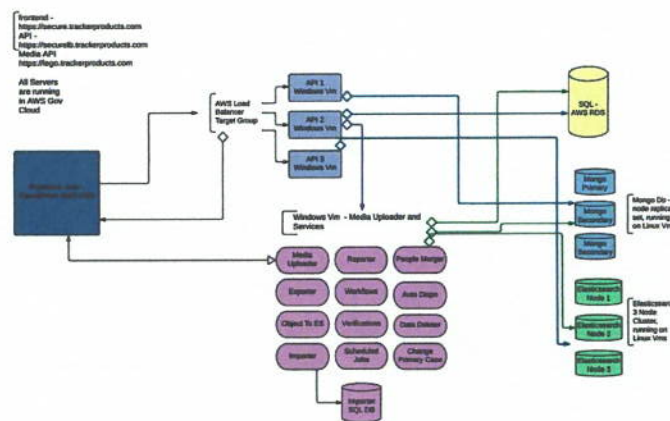
22) DISCLAIMER

The services, software, documentation, and all other products and services provided hereunder, are provided on "as is" and "as available" basis. Tracker Products disclaims all representations and warranties of any kind, express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, reliability, security, loss or corruption of your data, continuity, or absence of defect relating to the services, software, documentation, any other product or services, or results of the same provided to you under this agreement. Tracker Products does not warrant that the specifications or functions contained in the services or software will meet your requirements or that defects in the services or software will be corrected.

Customer Information		Tracker Products, LLC	
By:		By:	
Print Name:		Print Name:	
Title:		Title:	

SAFE | System Security Whitepaper

Thousands of customers already trust Tracker Products for managing their evidence and assets. Enhancing the security of your data and processes within SAFE is one of our top priorities, which is why we are constantly focusing our efforts on confidentiality, integrity, and availability by use of technology, security-minded service partners, and enhanced internal support processes. Information security is based on widely-accepted standards.



Physical Security

SAFE server, network, and storage infrastructure components are hosted at Amazon Web Services ("AWS"). Amazon's data centers are built to exacting, rigorous standards and deliver exceptional security, power, connectivity, and environmental control. Hosting at AWS allows us to leverage a solid, securely managed infrastructure and platform base that is audited many times each year, trusted by millions of customers with varying security needs, and compliant with multiple security standards including SOC2, FedRAMP, CJIS, and ISO 27001.

Note: While our primary infrastructure is stored in AWS GovCloud, we provide private platforms in other AWS regions along with Azure (any region or Gov Cloud), Rackspace or Google.

Physical access to AWS facilities is strictly controlled, both at the parameter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. Data center access is only available to employees and contractors who have a legitimate business need for such privileges.

AWS data centers also have automatic fire detection and suppression systems and fully redundant electrical power systems that can be maintained without impact to operations. This includes uninterruptible power supply (UPS) units and generators. Climate is controlled to maintain a consistent operating temperature for all servers and other hardware, which prevents overheating and reduces the possibility of service outages.

When a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals.

Logical Data Separation

The standard SAFE software platform is a multi-tenant database structure with security controls in place to prevent cross-client data access. For clients that require stand-alone machines, we can provide private cloud options at an extra cost.

Private Cloud Facility Options

For clients that desire a Private cloud system (separate machines and software in your own dedicated structure) we can store your machine at any hosting facility offered by Amazon and Azure including GovCloud options for both.

Availability, Redundancy, and Business Continuity

The SAFE system is hosted within multiple AWS availability zones for computing and storage infrastructure and platforms. This means SAFE servers, networks, and customer data span multiple, secure, data centers located and physically separated within a metropolitan region. SAFE will automatically fail-over to an alternate availability zone if computing at the primary zone is interrupted as well as balance processing between multiple availability zones. For capacity demands, SAFE utilizes elastic computing that allows automatic scaling of resources during busy workloads, redundant databases, and network load balancing.

While SAFE has redundancies built into the AWS infrastructure with real-time database replication within the primary AWS hosting region, SAFE customer data is also fully backed up daily (database logs are dumped every 5 minutes) and copies are available in the primary AWS region where SAFE is hosted and copies of the backups are also replicated to a secondary AWS region. In the unlikely event of the primary AWS region being totally down, the backup copy within the secondary AWS region could be utilized to restore the SAFE system within 24 hours with a recovery point objective of 5 minutes. System and Network Security

SAFE servers run a hardened OS with scheduled security patches applied to provide ongoing protection from exploits. All system access is logged and tracked for auditing purposes and AWS support resources with access to SAFE servers undergo a thorough background check. Tracker support personnel utilize unique credentials to access SAFE servers and backend processes as well as multi-factor authentication into the AWS environment.

Application Security

All access to SAFE is protected by Transport Layer Security (TLS 1.2) providing both server authentication and data encryption using 256-bit certificates. This ensures your data is safe, secure, and available only to registered users in your organization with the proper permissions.

Application penetration testing (Pen-Test) is routinely conducted by a 3rd party security firm. This includes the OWASP Top Ten (Open Web Application Security Project) vulnerabilities. Any exploits found during manual and automated penetration tests are addressed and retested to ensure they are remediated in a timely manner.

SAFE requires each user to have a unique username and password that must be entered each time a user logs on. Password strength parameters are enforced by the application and include: password lengths of 10-128 characters, passwords cannot contain 2 identical characters in a row, must contain at least 3 character types out of 4 (upper case, lower case, numbers, and special characters), and passwords cannot be "reused" for one year. In addition, accounts are locked after 5 failed login attempts for a duration of 10 minutes or until unlocked by an administrator.

SAFE supports single sign-on via SAML 2.0 as well as Multi-Factor Authentication via Google Authenticator. Both are optional and configurable by the client.

People and Processes

All Tracker resources that support SAFE must complete basic security awareness training as well as role-based training where applicable. We have developed and adhere to internal change, incident, and related management processes to enhance SAFE's reliability and to maintain information security and incorporate these processes into all aspects of service delivery. Limited support resources at Tracker have access to Amazon Web Services infrastructure and platforms for SAFE. All access and changes to AWS SAFE services are logged and periodically reviewed for appropriateness.

Tracker Products is willing to take part in any agency or state required background vetting process. Please see your sales rep if this needs to be done.

CJIS Standards

CJIS standards are rigid guidelines to ensure that the customer (you) and your data are secured and protected. CJIS guidelines were written by the FBI specifically geared towards law enforcement agencies that are using, storing and securing 'CJI' data.

There are five primary requirements to being in line with CJIS standards.

- A. CJIS Compliance Guidelines found here
- B. Vendor Compliance with Infrastructure General - GovCloud Security - FIPS 140-2 - FedRamp
- C. Vendor Compliance with Software
- D. Client Compliance
- E. Agreements between Client and Vendor

DATA IN TRANSIT

When CJI is transmitted outside the boundary of the physically secure location, the data shall be immediately protected via encryption. When encryption is employed, the cryptographic module used shall be FIPS 140-2 certified and use a symmetric cipher key strength of at least 128 bit strength to protect CJI.

Response: Standard connections with SAFE is protected by Transport Layer Security (TLS 1.2) providing both server authentication and data encryption using 256-bit certificates. For clients that wish to achieve the full FIPS 140-2 compliance we offer secure end to end VPN tunnels at no additional cost.

DATA AT REST

When CJI is at rest (i.e. stored digitally) outside the boundary of the physically secure location, the data shall be protected via encryption. When encryption is employed, agencies shall either encrypt CJI in accordance with the standard in Section 5.10.1.2.1 above, or use a symmetric cipher that is FIPS 197 certified (AES) and at least 256 bit strength.

Response: We encrypt all storage devices with the highest level encryption offered. See statement below for how we store data at rest:

SECTION 5.6.2.1.1 PASSWORDS

Agencies shall follow the secure password attributes, below, to authenticate an individual's unique ID. Passwords shall

Response: Safe software is compliant with all requirements in this section. 1. Minimum 8 characters 2. Not be in a dictionary or proper name 3. Not be the same as the UserID 4. Expire within a maximum 90 days 5. Not be identical to previous 10 passwords 6. Not transmitted in clear outside secure location 7. Not displayed when entered.

Frequently-Asked Questions

What AWS zone do we store data

All traffic and data for Secure.trackerproducts.com is stored in Amazon AWS GovCloud. See AWS GovCloud Site for many more details. All traffic and data for apac.trackerproducts.com is stored in Asia Pacific (Tokyo).

What levels of Security Certifications does AWS data centers offer

There is a significant amount of information on AWS about certifications. See GovCloud Security or Non GovCloud Security and Compliance

What types of data are we compliant to store?

There is a significant amount of information on AWS about certifications. See Security and Compliance

How does SAFE Support Encryption at Rest?

The SAFE software system stores data in one of three data storage devices.

1. All file attachments and media are stored in AWS S3. See AWS documentation for encryption of files in S3 Encryption
2. SQL Database – All data is stored on encrypted EBS volumes. See AWS documentation for details on EBS Encryption
3. Mongo Database - All data is stored on encrypted EBS volumes. See AWS documentation for details EBS Encryption

Do we charge extra for encryption at Rest?

No, this is a standard feature of our product delivery.

Can customers have a copy of the encryption key?

No, this is a managed function of AWS.

Hardware Change Management

AWS, as part of their infrastructure, handles all hardware change management. See AWS for more information.

Patches

Most of our software and data reside on services provided by AWS that automatically handles all patches. However, for machines we do control, we patch and update software OS and specific products every month.

Data & System Replication

All data and systems that support SAFE are replicated with failover options in place to minimize the impact of a single system failure. We are constantly monitoring each system to ensure health and will replace hardware immediately should there be any failure.

What backup procedures are in place?

All client stored data are not only stored on encrypted / replicated storage systems but all data is backed up daily and stored on AWS S3 and maintained for 30 full days.

What infrastructure is 'shared' v/s 'dedicated'?

All of our client sites are 'shared' unless client specifically purchased a Private Cloud Option (PCO). In the PCO scenario, we replicate a shared infrastructure but make it private for that client. This means that no hardware and data storage devices are shared but dedicated to a specific client. Additional charges apply to the PCO.

What are our options for long-term retention of data?

Because SAFE, at its core, is a chain of custody tracking application, we never destroy any data collected. Even the logging, showing changes to data, is kept forever. The only client option to remove data is media payload files.

Do we support Multi-Factor Authentication?

Yes, we support multiple IDP providers of SAML 2.0 OR Google Authenticator. Org Admins can track user usage in the User Admin area of the system.

Do we support Active Directory Authentication?

Yes, each Organization in the SAFE product can tie users back to a SAML 2.0 system. Details

How do we handle access control and least privilege?

Each account created in the SAFE system has no permissions by default. Org admins will assign systems permissions from there.

How do we monitor and report on account activity?

The SAFE system logs all activity to the system including every API request. We are constantly monitoring for brute force attacks and will disable a IP if any activity is found to be brute force in nature. We also document each valid login back to originating IP address. From there, with API activity logs, we can track all user steps within the system.

How is client data returned at the end of a contract?

All client data can be directly exported via the product UI. At no point, do we own or hold your data in such a way that you can't retrieve it? After download of all your data, you can request that we delete all your data from all storage systems.

How do we test SAFE for Security flaws?

Upon every release of SAFE, our QA team not only tests the product to make sure that our update did not break any existing feature but we also run those tests through a security program to look for code that might allow a hacker access to the program. While nothing is ever 100% perfect, this goes a long way to ensuring our code is not vulnerable to command hacks.

Service Level Agreement

The SAFE SLA is a duplicate of the AWS SLA. We ensure software availability at the same rate. See AWS SLA for details

How are passwords stored in SAFE

We locally storage passwords we Salt and Hash all passwords in the database. In addition, we support most OWASP standards for username and password complexity.

Can any third party (your service providers) access your data, and if so, how?

No, all data is encrypted at rest. No one outside of Tracker employees (selected IT personnel with CJIS verified credentials,) will have access to your data.

Are login accounts deactivated for non use

Yes, all accounts that have no activity in the last 60 days are disabled. Only an Org Admin can enable a deactivated User account. *Please see the link for more information regarding non-active User and Agency accounts - Overview*

How do we protect against DDoS attack

See AWS documentation for DDoS Mitigation and Prevention

Secure VPN Tunnel

For clients that would like a secure VPN tunnel, we can use the AWS VPN cloud option to create a secure channel. Our network security team will need information about your network to make this happen.

How often to we roll out updates and when?

Scheduled releases are pushed out every three to four weeks at a posted time. We notify all account admins at least two weeks prior an update. Updates will take place no later than 5am EST on the scheduled release date.

Every so often we will release an unscheduled update. We will notify clients as early as possible and these will also be done no later than 5am. In extremely rare circumstances we will release a patch, if warranted, during normal business hours.

If updates or maintenance will require an extended period of downtime we will complete these on a Sunday between 12am ET and 5am ET. Notifications will also be sent in regards to this.

What are the minimum client requirements?

There are no plugins or ActiveX controllers for Safe clients. We suggest running the most current version of Chrome, Firefox or Safari.

Data Security and Compliance

All Data Security Compliance Overview is provided in our Security WhitePaper documentation

Password: complexity, aging, presentation	10 Characters minimum length, less than 128, cannot contain 2 identical characters in a row, password contain at least 3 of 4 types of characters: uppercase letters, lowercase letters, numbers, special characters).
Authentication	Provide SAML 2.0 Protocol, Enable Multi-Factor Authentication, Passwords stored in Hash Format.

Encryption	Encryption at rest and in transit. CJI standards. In Transit 128 bit strength. Data at Rest- FIPS 197 Certified (AES) and at least 256 bit strength
Logging and Auditing	To CJIS Standards
Physical Security	Details listed in Security WhitePaper.
Personnel Security	To CJIS Standards. Listed in Security WhitePaper
Web Application Configuration	Routine releases and patch updates. Secure tested through Bi-Annual Pen Testing.
Network Transmission Security	Web Application Uses SSL.
Data Encryption	Encryption at rest and in transit. Listed in Security White Paper



Police Department Evidence Management Software CONTRACT

A required form from Bidders and Proposers

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

This Contract consists of the following documents:

- This document;
- Request for Proposal entitled Police Department Evidence Management Software; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 12/19/2024 ("Contractor's Proposal");

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

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

1. **Purpose.** Contractor shall provide and City shall purchase Police Department Evidence Management Software based on Contractor's proposal and specifications as set forth in the Solicitation.

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

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

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



Police Department Evidence Management Software CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this 9th day of December, 2024, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and Tracker Products, (the "Contractor").

This Contract consists of the following documents:

- This document;
- Request for Proposal entitled Police Department Evidence Management Software; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 12/19/2024 ("Contractor's Proposal");

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

Tracker Products
Attn: Ben Townsend
PO BOX 1026
Florence, KY 41022

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

Ben Townsend, CEO Tracker Products
10554 Mountain Laurel Way
Union, KY 41091

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: _____

Printed Name: Ben Townsend

ATTEST:

Title: CFO

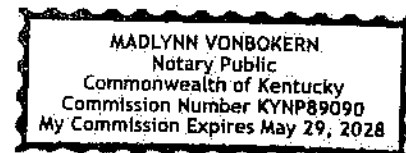
BY: _____
Bruce E. Richardson
City Administrator / City Recorder

Sworn and subscribed to before me, a Notary Public, this the 9th day of December 2024, by Ben Townsend the owner of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Madlynn VonBokern
Notary Public

Commission Expires: May 29, 2028

(SEAL)





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

State of Kentucky)

County of Bourne) SS

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

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

Tracker Products
(legal name of entity submitting bid or proposal)

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

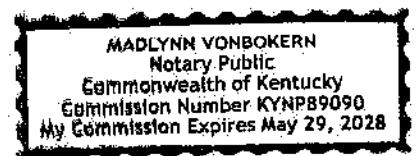
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here): ☒

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

OPTION 2 (mark here): ☐

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



[Signature]
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 9th day of December, 2024.

Madlynn VanBate
Notary Public

My Commission Expires: May 29, 2028



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

State of Kentucky)

County of Boone) SS

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

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

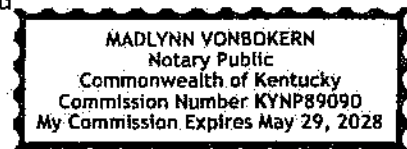
Tracker Products
(legal name of entity submitting bid or proposal)

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

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

[Signature]
(signature of Affiant)

CEO
(title of Affiant)



Sworn and subscribed to before me this 9th day of December, 2024.

Madlynn VaBokern
Notary Public

My Commission Expires: May 29, 2028



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

State of Kentucky)

County of Boone) SS

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

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

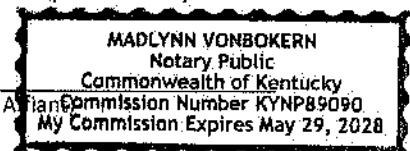
Tracker Products
(legal name of entity submitting bid or proposal)

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

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

[Signature]
(signature of Affiant)

CEO
(title of Affiant)



Sworn and subscribed to before me this 9th day of December, 2024.

Madlynn VonBokern
Notary Public

My Commission Expires: May 29, 2028



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

State of Kentucky)

County of Boone) SS

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

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

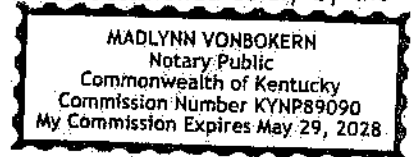
Tractor Products
(legal name of entity submitting bid or proposal)

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

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

[Signature]
(signature of Affiant)

CEO
(title of Affiant)



Sworn and subscribed to before me this 9th day of December 2024.

Madlynn Vonbokern
Notary Public

My Commission Expires: May 29, 2028



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.A.5. HGAC Contract Purchase - Fire Department Personal Protective Equipment.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Quote - Fire Dept PPE

Summary:

This is an item to approve the purchase of personal protective equipment for the fire department. This includes pants, coats, boots, and gloves.

Background Information:

The Fire Department is requesting approval for the HGAC contact to purchase personal protective equipment. This is part of our equipment maintenance and replacement.

Financial Summary:

The cost is \$70,100 and is included in the 2024-25 budget for Personal Protective Equipment, Line 329.

Staff Recommendation:

Staff recommends approval.



Safe Industries

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

Quote

Date	Quote #
9/13/2024	EST33116

Bill To

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

Ship To

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

Expires		Sales Rep		Terms		Shipping Method	
10/13/2024		Robby Hall		Net 30		Drop Ship	
Quantity	Units	Item	Description	Comments	Price	Extended	
20	Ea	Globe Jacket	Globe Gxcel Jacket Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,955.00	39,100.00	
20	Ea	Globe Pants	Globe Pant System Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,550.00	31,000.00	
1		Freight	Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		0.00	0.00	
HGAC EE08-19				Subtotal		70,100.00	
				Shipping Cost (Drop Ship)		0.00	
				Total		\$70,100.00	

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

Please be advised that if paying by credit card, a 3% credit card processing fee will be added to the invoice subtotal.



EST33116



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.A.6. Sole Source Purchase - Water Meters / Meter Reading Technology for the Water Department.

Department: Water

Presented By: Michael Dietz

Item Attachments: 1. Meter Quote - Utility Solutions & Automation, LLC - 2025-01-01

Summary:

This is an item to approve the sole source purchase of water meters and meter reading technology for the next two years.

Background Information:

The city purchases water meters from Utility Solutions & Automation, LLC. Our meter and meter reading system utilize Badger meters and this company is the exclusive dealer for the State of Tennessee. This is a two year agreement that will take effect on January 1, 2025 and end on December 31, 2026.

Financial Summary:

Funding is budgeted each year for the ongoing purchase of water meters.

Staff Recommendation:

Staff recommends approval.



Monday, December 2, 2024

City of Lavergne – City Hall
Mr. Justin Adams
5093 Murfreesboro Road
La Vergne, TN 37086

RE: Water Meter / Meter Reading Technology Pricing Agreement

Justin,

It was a pleasure meeting with you and Michael the other day to discuss our new pricing agreement. As discussed, we are providing you with a price quote that takes effect on Wednesday, January 1, 2025, and ends on December 31, 2026. This letter and the price quote attached affirms your price for a period of two years. We will use the enclosed price quote as our agreed price for the period mentioned in this document. Of course, this agreement is only between the city and us (Utility Solutions & Automation, LLC.). If, for some unforeseen circumstance or reason, a different entity becomes the Badger Meter, Inc exclusive distributor in the state of Tennessee, then the city would need to seek a new pricing agreement with the new entity.

We appreciate your continued business and look forward to serving the City of La Vergne with water meters and meter reading technology for many more years. If you have any questions or require additional documentation , please let us know.

Sincerely,

Ron Warren
President
Utility Solutions & Automation, LLC.
10148 HWY 99
Rockvale, TN 37153



Estimate

10148 Highway 99
PO Box 425
Rockvale, TN 37153

Date	Estimate #
11/20/2024	4088

Phone # 615-722-1946

Fax # 615-274-6798 E-mail info@utilitysa.com

Name / Address
City of LaVergne 5093 Murfreesboro Road LaVergne, TN 37086

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
	jadams1@lavernetn.gov	Net 30	DD	PDD&ADD	12/31/2026

Description	Qty	Cost	Total
M25, 5/8X3/4" Disc Meter, CIB, SN Yr 9D & PBB, HRE Register, USG (8Dial), PL Lid/Shrd-GRY, Orion ME Transmitter, 5' TT Connector, Thru the Lid Mounting Kit,Torx Screw, Sidewalk read, BMI Standard Testing, Less Connections. BMI ITEM 100-6930 DS-BAB-PC1P-XXD3-Y2-M1DA-2B1X1-8BE-NN-AG-TF-AA-B0A	1	285.00	285.00
M55, 1" Disc Meter, CIB, SN Yr 9D & PBB, HRE Register, USG (8Dial), PL Lid/Shrd-GRY, Orion ME Transmitter, 5' TT Connector, Thru the lid Mounting Kit, Torx Screw, Sidewalk read, BMI Standard Testing, Less Connections. BMI ITEM 102-4112 DS-JCA-PC1P-XXD3-Y2-M1DA-2B1X1-8BE-NN-AG-TF-AA-B0A	1	395.00	395.00
M70, 1" Disc Meter, CIB, SN Yr 9D & PBB, HRE Register, USG (8Dial), PL Lid/Shrd-GRY, Orion ME Transmitter, 5' Twist Tight Connector, Thru the Lid Mounting Kit,Torx Screw, Sidewalk read, BMI Standard Testing, Less Connections.	1	455.00	455.00
M120, 1-1/2" Disc Meter, Elliptical Long with test plug, SN Yr 9D & PBB, HRE Register, USG (8Dial), PL Lid/Shrd-GRY, Orion ME Transmitter, 5' TT Connector, Thru the Lid Mounting Kit,Torx Screw, Sidewalk read, BMI Standard Testing, Less Connections.	1	828.00	828.00

Subtotal

Sales Tax (0.0%)

Total



Estimate

10148 Highway 99
PO Box 425
Rockvale, TN 37153

Date	Estimate #
11/20/2024	4088

Phone # 615-722-1946

Fax # 615-274-6798 E-mail info@utilitysa.com

Name / Address
City of LaVergne 5093 Murfreesboro Road LaVergne, TN 37086

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
	jadams1@lavernetn.gov	Net 30	DD	PDD&ADD	12/31/2026

Description	Qty	Cost	Total
M170, 2" Disc Meter, Elliptical Long with test plug, SN Yr 9D & PBB, HRE Register, USG (8Dial), PL Lid/Shrd-GRY, Orion ME Transmitter, 5' TT Connector, Thru the Lid Mounting Kit, Torx Screw, Sidewalk read, BMI Standard Testing, Less Connections.	1	1,132.00	1,132.00
2" Turbo Series Meter T200 Elliptical W/ Test Plug, SN Yr 9D & PBB, HRE Register, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Orion ME Transmitter, Torx Screw, 10' Twist Tight Connection, with Orion ME Transmitter, Thru the Lid Mounting Kit, Sidewalk read, BMI Standard Testing, Less Connections.	1	1,530.00	1,530.00
2" Compound Series Meter Elliptical W/ Test Plug, SN Yr 9D & PBB, (2) HRE Registers, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, (2) Orion ME Transmitter, Torx Screws, (2) 10' Twist Tight Connectors, Sidewalk read, BMI Standard Testing, Less Connections.	1	3,230.00	3,230.00
3" Turbo Series Meter T450 Round W/ Test Plug and Integral Strainer, SN Yr 9D & PBB, HRE Register, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Orion ME Transmitter, Torx Screw, 10' Twist Tight Connection, Sidewalk read, BMI Standard Testing, Less Connections.	1	1,868.00	1,868.00

Subtotal

Sales Tax (0.0%)

Total



Estimate

10148 Highway 99
PO Box 425
Rockvale, TN 37153

Date	Estimate #
11/20/2024	4088

Phone # 615-722-1946

Fax # 615-274-6798 E-mail info@utilitysa.com

Name / Address
City of LaVergne 5093 Murfreesboro Road LaVergne, TN 37086

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
	jadams1@lavernetn.gov	Net 30	DD	PDD&ADD	12/31/2026

Description	Qty	Cost	Total
3" Compound Series Meter Round W/ Test Plug, SN Yr 9D & PBB, (2) HRE Registers, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Torx Screws, (2) 10' Twist Tight Connectors, (2) Orion ME Transmitters, Mounting Kits, Sidewalk read, BMI Standard Testing, Less Connections.	1	4,015.00	4,015.00
4" Turbo Series Meter T1000 Round W/ Test Plug, SN Yr 9D & PBB, HRE Register, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Orion ME Transmitter, Torx Screw, 10' Twist Tight Connection, Sidewalk read, BMI Standard Testing, Less Connections.	1	2,685.00	2,685.00
4" Compound Series Meter Round W/ Test Plug, SN Yr 9D & PBB, (2) HRE Registers, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Torx Screws, (2) 10' Twist Tight Connectors, (2) Orion ME Transmitters, Mounting Kits, Sidewalk read, BMI Standard Testing, Less Connections.	1	6,315.00	6,315.00
6" Turbo Series Meter T2000 Round W/ Test Plug and Integral Strainer, SN Yr 9D & PBB, HRE Register, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Orion ME Transmitter, Torx Screw, 10' Twist Tight Connection, Sidewalk read, BMI Standard Testing, Less Connections.	1	6,250.00	6,250.00

Subtotal

Sales Tax (0.0%)

Total



Estimate

10148 Highway 99
PO Box 425
Rockvale, TN 37153

Date	Estimate #
11/20/2024	4088

Phone # 615-722-1946
Fax # 615-274-6798 E-mail info@utilitysa.com

Name / Address		If you would like to place this order please reply to this email with a PO # or a verbal approval.			
City of LaVergne 5093 Murfreesboro Road LaVergne, TN 37086					
Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
	jadams1@lavernetn.gov	Net 30	DD	PDD&ADD	12/31/2026
Description		Qty	Cost	Total	
6" Compound Series Meter Round W/ Test Plug, SN Yr 9D & PBB, (2) HRE Registers, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, (2) Orion ME Transmitter, Torx Screws, (2) 10' Twist Tight Connectors, Sidewalk read, BMI Standard Testing, Less Connections.		1	8,925.00	8,925.00	
8" Turbo Series Meter T3500 Round W/ Test Plug and Integral Strainer, SN Yr 9D & PBB, HRE Register, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Orion ME Transmitter, Torx Screw, 10' Twist Tight Connection, Sidewalk read, BMI Standard Testing, Less Connections.		1	6,920.00	6,920.00	
8" Turbo Series Meter T3500 Round W/ Test Plug and Integral Strainer, SN Yr 9D & PBB, HRE Register, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, Orion ME Transmitter, Torx Screw, 10' Twist Tight Connection, Sidewalk read, BMI Standard Testing, Less Connections.		1	6,920.00	6,920.00	
8" Combo Meter Round W/ Test Plug, 1-1/2" M120 Disc Meter Bypass (on right), Single Locking Valve, SN Yr 9D & PBB, (2) HRE Registers, USG, 8 Dial Resolution, PL Lid/Shrd-GRY, (2) Orion ME Transmitter, Torx Screws, (2) 10' Twist Tight Connectors, Sidewalk read, BMI Standard Testing, Less Connections.		1	12,995.00	12,995.00	
PLEASE NOTE All estimates are valid for 90 days unless stated otherwise. All shipments are FOB our dock. Freight charges will be added to all invoices less then \$40,000.00. Restocking charges of a minimum 25% if returned within 90 days. After 90 days parts are not returnable. Credit cards will be charged a 4.2% surcharge. We only take Visa.			Subtotal \$64,748.00 Sales Tax (0.0%) \$0.00 Total \$64,748.00		



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.B. Approve Fire Department Temporary Training Site Project.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Overview - LFD Temporary Training Site

Summary:

The fire department is requesting approval of the temporary training site project.

Background Information:

The fire department is seeking approval for the training site project. The project will be located on the city-owned property at the corner of Mason and Bain. The entire project has been shared with the planning commission. The City Engineer and Fire Department Training Officer developed the plans.

Financial Summary:

The total project has an estimated cost of \$94,900, which is included in the 2024-25 budget, Line 939-Other Improvements.

Staff Recommendation:

The staff recommends approval of the project.



La Vergne Fire Rescue Department
283 Old Nashville Hwy
La Vergne, TN 37086
(615) 287-5832
fire.lavergnetn.gov

Matt Frye
Training/Health Safety Compliance Officer
La Vergne Fire-Rescue Department
283 Old Nashville Hwy
La Vergne, TN, 37086
mfrye@lavergnetn.gov
615-525-7424
11/19/2024

Bruce Richardson
City Administrator
City of La Vergne
La Vergne, TN, 37086

Dear City Administrator and Board of Mayor and Alderman,

As the fire department's training officer, I am writing to formally submit the cost estimates for the proposed temporary training site. This initiative aims to provide a safe, functional, and secure environment for training personnel, enhancing their preparedness and effectiveness in serving our community.

The following estimates detail the essential components of this project:

- Erosion Control performed by Tennessee Erosion Control Inc.: \$980 – Necessary to ensure proper site preparation and environmental compliance.
- Foundation for the Training Site: \$12,900 performed by Creative Concrete Solutions LLC – Concrete and labor to support the shipping containers.
- Drivable Area with Dustless Surface (Oil and Chip) provided by Hawkins Asphalt and Paving LLC: \$41,500 – Provides a functional area for vehicle movement while minimizing dust and maintenance concerns.
- Storage/Shipping Containers (Training Facility) provided by Container Depot: \$24,555 – Adaptable containers to serve as the primary training facility structure.
- Black Vinyl Coated Chain-link Fence provided by Maury Fence Company of Tennessee LLC: \$14,969 – Ensures the security of the training site, equipment, and personnel.
 - The total estimated cost for the temporary training site is **\$94,904**. These components were carefully selected to balance functionality, durability, and fiscal responsibility.

I kindly request that this proposal be submitted for review and approval by the board of mayor and alderman as soon as possible. Please let me know if any additional documentation or clarification is needed. I am available to discuss the details of this project and address any questions that may arise.

Thank you for your attention to this matter and your ongoing support of the fire department.

Sincerely,
Matt Frye
Training/Health Safety Compliance Officer
La Vergne Fire-Rescue Department

"Ensuring a safer future for La Vergne."

Matthew Frye
615-525-7424
mfrye@lavernetn.gov

Chad Smith
Cell: (931)703-1790
Chad@tnerosioncontrol.com
1616 Elm Hill Pike, Nashville, TN 37210



REFERENCE ID:

Project Name: LaVergne Fire Department Training Area Bid Date:
Attn:

CONFIDENTIAL INSTALLATION QUOTATION - 30 DAY PRICE GUARANTEE

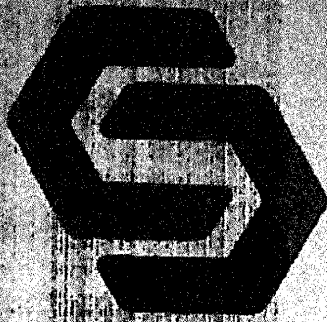
ITEM #	Description	Quantity	Unit Price	Unit of Measure	Unit Total
Commercial Silt Fence	Commercial Silt Fence	700	\$ 1.40	LF	\$ 980.00
Construction Entrance 100'	Construction Entrance 100'	1	\$ 2,500.00	per item	\$ 2,500.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

ESTIMATED TOTAL: \$ 3,480.00

Terms of Sale

Payments are net 15 days from date of invoice, subject to credit approval. Prices quoted apply only to the project specified herein. The prices quoted herein shall remain in effect for 30 days from the date of this quotation. Seller reserves the right to adjust the prices after 30 days from the date of quotation. Buyer must notify seller in writing of any special provisions required for each job such as material needed to meet any ARRA or buy American requirements. Prior to quotation of pricing and delivery. Failure to do so will result in the assumption that no special provisions apply.

"The estimated quantities are provided for informational purposes only; the contractor is responsible for determination of the material quantities used in preparation of the bid"



Estimate

2410-1409-8266

2024-10-18

CREATIVE CONCRETE SOLUTIONS

Creative Concrete Solutions, LLC

9406 Franklin Rd

Murfreesboro TN 37128

doug@creativeconcretetn.com

615-691-6613

X, LaVergne, TN, 37086

Matt Frye

X

LaVergne TN 37086

mfrye@laveragnetn.gov

(615) 525-7424

Pier Footers

Description	Unit Price	Quantity	Total
<u>Pier Footers</u>			
30 Pier Footers			
1) Form up using the provided dimensions on the attached plans.			
2) Add gravel base and pack with a plate packer. All gravel purchased will be added to the final invoice.	\$12,920.00	1.00	\$12,920.00
3) Place a 3000 psi concrete mix with fiber reinforcement and (2) #4 rebar at top and bottom. Add tool joints as necessary and broom finish.			
<u>NOTES</u>			
• No demolition or blasting is included in this scope of work. If any is required, the additional cost(s) will be discussed and added to the final invoice if required.	\$0.00	0.00 0	\$0.00
<u>Concrete Pump - If Required</u>	\$1,000.00	0.00 Day	\$0.00

roughly \$1000) will be added to the final invoice per mobilization.

If a boom pump is required, an additional \$3500 will be added to the final invoice.

<i>Subtotal</i>	\$12,920.00
<i>Tax</i>	\$0.00
<i>Total</i>	\$12,920.00

Payments to be made as follows: The sum of 50% of total estimate is to be paid upon acceptance of this contract, and final payment of the remaining 50% is to be paid upon completion of the work (no later than 3 days from completion). Preferred methods of payment are with cash or check. If a credit card is to be used, a 4% surcharge will be added to the total amount to pay for credit card fees.

Neither SELLER nor CTI Systems offer any warranty on crack repair or cracking of the original concrete surface that may transmit through the CTI System or product failure as a result of degradation of the original concrete (pertaining to concrete overlays).

"BUYER's Right To Cancel": BUYER may cancel this agreement/purchase by mailing a written notice by certified mail or through email to the SELLER's address postmarked not later than midnight of the third business day after the signing of this agreement [excluding Sunday]. BUYER may use this page as notice by writing "I hereby cancel" at the bottom and adding the date, BUYER's name, and BUYER's address. If BUYER cancels after (s)he has made some payment to SELLER, SELLER is entitled to retain out of the payment, as a cancellation fee, five percent (5%) of the cash price of the goods or services, but SELLER may not retain more than one hundred dollars (\$100.00). Upon cancellation, SELLER must return to BUYER: 1) any payments made less the cancellation fee, 2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor), and 3) any note or other evidence of indebtedness given to SELLER by BUYER pursuant to or in connection with the agreement or offer. After cancellation, SELLER is entitled to receive back from BUYER, at BUYER's address, any goods previously delivered to BUYER by SELLER, provided SELLER has returned any payments and goods or other property received by BUYER to the extent indicated above. If SELLER does not call for his goods at BUYER's address within twenty (20) days after BUYER gives notice of cancellation, BUYER may keep the goods.

The parties understand and agree that SELLER shall not be liable for delays caused by circumstances beyond their control, including but not limited to delays occasioned by fires, strikes, or material stolen after delivery upon premises, lockouts, acts of God or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from SELLER's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, delays in decisions or items to be provided by BUYER, or other cause beyond reasonable control of SELLER, whether of like or different character, or other causes beyond his control. All work described above will be completed in a substantial and workmanlike manner. General conditions which are standard for specialty contractors are applicable.

Nothing in this Contract shall exclude or restrict SELLER's liability for death or personal injuries resulting from SELLER's negligence or that of SELLER's employees or agents. However, under no circumstances will SELLER be liable for any consequential, indirect, special, punitive, exemplary, or incidental damages of any kind, whether foreseeable or unforeseeable arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, strict liability in tort

specified worksite, whether or not the act(s) result(s) in injury. This section will not apply only when and to the extent that applicable law specifically requires liability, despite the foregoing exclusion and limitation. The entire liability of either party for damages in connection with this agreement shall not exceed in the aggregate the total compensation of the original contract received by or due to the liable party hereunder. However, if BUYER breaches this agreement, SELLER has a right to collect the debt in court, and reserves the right to demand court costs and attorney's fees in association with such an action. Both parties agree that jurisdiction for court will be Rutherford County, TN. *IN THE EVENT THAT WE (CS) ARE NOT PAID FOR THE CONTRACTED WORK, THEN WE ARE ENTITLED TO SEEK DAMAGES IN COURT, WITH JURISDICTION BEING RUTHERFORD COUNTY.* It is the BUYER'S responsibility to ensure that the new construction is within proper setbacks in accordance and compliance with local building codes and requirements. *RJ*

Seller is not responsible for any slips, trips or falls associated with the new concrete overlay. Buyer assumes all responsibility for conditions that may result in such acts.

BUYER is responsible for properly trimming trees, bushes, plants, grass, and other landscaping to clear the area of the surface to be treated. BUYER may request SELLER to trim landscaping for \$250.00/hour. If BUYER does not properly trim landscaping, SELLER will trim the area and charge BUYER for additional time.

BUYER is responsible for removing furniture or any other item from the surface that is to be treated, unless agreed upon prior to arrival. SELLER has the right to charge BUYER \$250.00/hour for additional time to remove any and all items from the surface that is to be treated.

SELLER is not responsible for any damage(s) to property that may be caused by any third party company who may be required to complete the project's scope of work. This includes any form of demolition or concrete placement that requires dumpster(s), gravel truck(s), concrete pump truck(s) and/or concrete truck(s) to be placed on or access the project's location of work due to the allowed or permitted access point(s). If concrete is damaged and BUYER wants the SELLER to replace it, SELLER can provide an estimate of additional cost for that scope of work. If there is damage due to dumpster access and/or placement, it will be the responsibility of the BUYER to have it repaired if the dumpster(s) are required to be placed on the property due to the provided point of access and no other access or drop location is possible off of the property. Any concrete placement in any area(s) on the property that will require the concrete truck to drive on/over/through the property and causes any damage is not the responsibility of the SELLER.

SELLER offers a 1 year warranty on cracks > 3/16" (per ACI standards) for new concrete pours. It is up to the SELLER to determine the best course of action to repair.

BUYER is NOT to schedule any type of lawn maintenance/cutting/mulching/trimming during the time that we are there to install the project.

SELLER is not responsible for any damage incurred while removing or reinstalling fences, railings, pool hand rails and/or pool ladders. BUYER should be aware that some of the above items, due to age and weathering, may not be able to withstand removal and re-installation without damage.

Because all concrete work is custom-performed under many weather conditions BUYER understands SELLER cannot be responsible for any damage to concrete due to weather conditions. BUYER understands patterns and shades may be different. BUYER also understands that shrinkage cracks and crazing are part of the curing process and could possibly appear. They are not structural nor are they warrantied.

SELLER is not responsible for any damage to utilities, sprinkler systems, downspouts, septic lines/tanks, cisterns, etc during any phase of the project.

SELLER is not responsible for damage to new or existing concrete due to underlying and/or existing water or moisture issues. This includes surface drainage issues as well as underground moisture.

SELLER assumes all responsibility of said job and all provisions within this contract.

There is no guarantee that chosen colors or stains will match any color standard, picture or any other media. There are many factors that determine the exact color of any stain or integral color, so therefore, we are not responsible for any difference in the actual versus expected outcome. Once color is chosen and approved for installation, and once the color is applied in any form, changing or modifying the color choice in any way could result in a change order for an additional charge/fee.

No contractual rights arise until this proposal is accepted in writing.

Any alteration or deviation from the above specifications involving extra cost of material of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum and will the date of completion. All agreements must be made in writing.

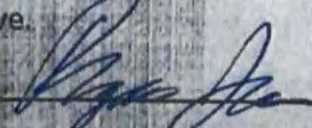
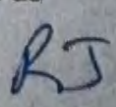
SELLER has the right to take and use images or videos of the worksite through work stages for marketing and promotional purposes.

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman, or other person who helps improve BUYER's property and is not paid for his labor, services, or materials, has a right to enforce his claim against BUYER's property. Under the law, a BUYER may protect him/herself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price, and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract.

The parties hereto understand and agree that this contract contains the entire understanding and agreement between them, that no promises, representations, agreements, warranties, or understandings have been made or arrived upon unless specifically set forth herein, i.e., if the materials improvements, labor, and services will require additional payments and an additional contract. BUYER acknowledges (s)he/they have read the entire contract, that they fully understand all of the terms contained herein, and that they have an exact and fully completed copy hereof. The above proposal/agreement is hereby accepted and BUYER agrees to pay the amounts mentioned above.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Creative Concrete Solutions, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Signature:  Date 12-19-21 

Accept via Email: Reply to this email to confirm your acceptance of this pricing and project. No signature/date required.

Signature

Date

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: Lavergne Fire Hall Proposal Submitted: Matthew Frye Phone: 615-525-7424 Date: 10/23/24
Street: _____ Job Name: Lavergne Fire Hall Oil & Chip
City, State and Zip Code: _____ Job Location: Lavergne
Estimator: Nolen Spencer Date of Plans: July 10, 2023 TDOT
BBMI \$

We agree to furnish all Labor, Equipment and Materials to complete the following work:

Oil & Chip

- Install an average of **2"** stone base and compact (**2,600 sq yds**)
 - Lay an average of **24 lbs per sq yd** of ½" chips (**2,600 sq yds**)
 - Spray an average of **.70 gal per sq yd** of AE-P prime oil (**2,600 sq yds**)
- Cost ----- **\$41,500.26**

NOTE:

- No grade staking or blue topping included in price
- 2" of Stone Base included in quote. Any additional stone needed can be installed at a rate of \$35.00 per ton.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No pipe bollard(s) included in this quote
- No footer excavation included in quote(s)
- Any excavation of unsuitable material below sub grade to be undercut and removed at an additional cost
- Any additional fill material required to be placed and compacted at an additional cost
- No signs included in quote(s)

- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Hawkins Asphalt Paving, LLC will make every effort to perform work in a timely manner, but is not responsible for loss of business
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____

ESTIMATE



Prepared For

Matt Frye Lavergne Fire Dept
Lavergne, Tn 37086
(615) 525-7424

Container Depot Co. Inc.

Po Box 231
Ashland City, Tennessee 37015
Phone: (615) 970-8456
Email: danny@containerdepotco.com

Estimate # 9666

Date 11/18/2024

Description	Total
7 x 40' used cw hc	\$22,400.00
Delivery	\$2,154.25
00-30 \$250	
30-40 \$295	
40-50 \$350	
50-60 \$400	
60-70 \$450	
Prepared by Julie P	\$0.00

Subtotal \$24,554.25

Total **\$24,554.25**

GRADE DESCRIPTION:

1. GRADE NO. 2 OR "B" / Internet Style-Broker Box: Just like Internet Brokers sell you, the cheapest container sold, Lowest grade, First off stack, Pictures of stack only, No individual pictures /Contractor grade /sold AS-IS NO WARRANTY EXPRESSED OR IMPLIED, and dry at the time of your inspection, on the day of delivery.

2. GRADE NO. 1 OR A- CARGO WORTHY

These units are still certified in-use, A better grade, Individual/Actual pictures of the unit can be shown to you via Digital, or on the Yard/.sold AS-IS NO WARRANTY EXPRESSED OR IMPLIED, and to be dry at the time of your inspection at the day of delivery.

3. One Use/1 Trip. Minimal scratches, Photos ava. used one time in shipment to arrive in the US/sold AS-IS NO WARRANTY EXPRESSED OR IMPLIED, and dry at the time of your inspection at day of delivery.

NOTE: IF YOU ARE PAYING WITH A CREDIT CARD THERE WILL BE A 3.5% FEE ADDED AT TIME OF DELIVERY

ALL CONTAINERS ARE KNOWN TO CONDENSATE DURING CHANGE OF WEATHER CONDITIONS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CONTENTS STORED INSIDE THE CONTAINER FROM CONDENSATION OR ANY PROBLEM THAT COULD ARISE FROM GROUND CONTACT AND OR AMBIENT AIR ISSUE,THAT COULD RESULT IN BUG INFESTATION, MOLD , MOISTURE AND OR ODORS..

ALL CONTAINERS ARE SOLD AS IS WHERE IS WITH NO WARRANTY EXPRESSED OR IMPLIED , UPON YOU OR YOUR REPRESENTATIVES INSPECTION AT THE TIME OF DELIVERY.

Wire instructions:

To:

Container Depot Co Inc.

1130 Walnut Dr.

Ashland City, Tn 37015

Bank:

USBANK

Ashland City Office

311 N. Main st.

Ashland City, Tennessee 37015

Routing no. 064000059

Account no. 151211815668

TENNESSEE SALES OR USE TAX
GOVERNMENT CERTIFICATE OF EXEMPTIONVendor's Name: Container Depot
Vendor's Address: 1088 Tennessee Waltz Pkwy, Ashland City, TN 37015

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency City of La Vergne Fed I.D. # 62-0890630Signed: *Helicia Anderson*Title: *Purchasing Agent*

DR # (1/01/00)

INTERNET (2/08)

Tax exempt

This Agreement and Receipt (hereinafter referred to as "Agreement") is entered into between customer listed below ("Customer") and Container Depot Co., Inc. ("Seller"), 1130 Walnut Dr, Ashland City, TN 37015, on this day as listed below. The undersigned parties recite and agree as follows:

I. PAYMENT. Customer has requested the delivery of a shipping container(s) listed below from Container Depot Co., Inc. and shall pay Container Depot Co., Inc. in full via cash, check or credit card on or before the delivery date in the amount listed below. Pre-paid deposits are refundable ONLY at the discretion of CDCO staff and will not be refunded if container is deemed undeliverable by CDCO staff or its subcontractors due to conditions unstated or understated by the customer.

II. PERMISSION TO ENTER. Customer grants Container Depot Co., Inc. permission to enter onto the Customer's property and/or a pre-determined and agreed upon delivery site on the scheduled delivery date.

III. INDEMNIFICATION. Customer agrees to hold Container Depot Co., Inc. and the delivery driver harmless from any damage on or to any or all properties, including, but not limited to gates, landscaping, fences, animals, grass, yards, lawns, concrete roadway blacktop surfaces, gravel roadway, trees, shrubs, any structures, water lines, septic lines, electrical lines, any foundation structure, any damage to vehicles and/or equipment, and/or any loss of time or wages due to the delivery or delivery truck involvement. Customer acknowledges this is an uninsulated metal structure and metal surfaces are subject to natural condensation or "sweat". Customer holds CDCO harmless for any damages to fine furniture or valuables stored within that may become damaged by such condensation and/or natural variances of temperature.

IV. CHOICE OF LAW AND CHOICE OF VENUE. The parties agree and stipulate that this Agreement and the parties' respective rights and obligations hereunder shall be interpreted under the laws of the applicable state

V. ENFORCEMENT OF AGREEMENT. Any provision of this Agreement that is found by a court of law to be unenforceable shall be ineffective only to the extent of such unenforceability. Such unenforceability will not affect the remaining provisions of this Agreement which shall remain valid and enforceable.

VI. COUNTERPARTS. This Agreement may be signed in any number of counterparts. Each counterpart, once signed and delivered, are an original and all counterparts taken together, make but one and the same Agreement.

VII. DUTIES/OBLIGATIONS. This Agreement binds and inures to the benefit of Container Depot Co., Inc. and/or Customer and their respective successors, heirs and assigns. Container Depot Co., Inc. may assign or delegate their duties under this Contract without consent of the Customer; however, such an assignment or delegation will not operate in such a way so as to relieve Container Depot Co., Inc. of its obligations under this Agreement.

VIII. OTHER. Except as specifically stated in this Agreement, Container Depot Co., Inc. makes no promises to Customer including, but not limited to, any other commitments.

IX. SURVIVAL. All representations, warranties and agreements made by the parties in this Agreement shall survive the consummation of this Agreement, and shall be binding upon the parties, their successors, assigns, heirs, legatees and legal representatives.

X. ENTIRE AGREEMENT/USE OF PRONOUNS. This Agreement sets forth the entire understanding of the parties and may not be changed except by written documents signed by both parties hereto. The singular shall include the plural wherever appropriate, and the neuter shall include

the feminine or masculine whenever appropriate.

XI. ATTORNEY'S FEES. In the event Container Depot Co., Inc. files a claim or lawsuit to enforce any provision of this Agreement, Customer agrees to pay Container Depot Co., Inc. its reasonable attorney's fees and court costs.

A handwritten signature in black ink, appearing to read 'Matt Frye', is positioned above a horizontal line.

Signed on: 11/18/2024
Container Depot Co. Inc.

Matt Frye Lavergne Fire Dept

**ADDENDUM AGREEMENT BETWEEN
CONTAINER DEPOT CO. INC., AND
THE CITY OF LA VERGNE, TENNESSEE
FOR
ESTIMATE #9666**

This Addendum (herein "Addendum") amends the Agreement ("Agreement") between Container Depot Co. Inc., ("Contractor") and the City of La Vergne, Tennessee ("City") as well as any and all contracts and agreements for materials and delivery that the parties enter following the Effective Date of this Addendum (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
2. **Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits

an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this

Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this section 9.

- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the Board of Mayor and Aldermen can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
- 12. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.
- 13. Parties to Receive Notice:** Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of La Vergne
ATTN: City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086
- 14. Amendment.** This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 15. Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

- 16. No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 17. Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 18. Effective Date.** This Addendum is effective as of the last date written below ("Effective Date").

Container Depot Co. Inc.

City of La Vergne, Tennessee

Mayor Jason Cole

Date

Date

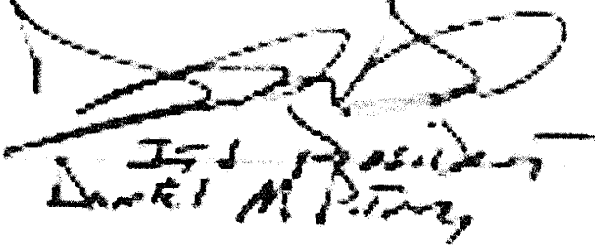
16. **No Presumption Against Drafting.** This Addendum shall not be construed to be against any party because the party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. No inferences shall be drawn from the fact that the fully, duly executed Addendum differs in any respect from any previous draft hereof.

17. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the distinct counterparts shall be treated as the fully executed document.

18. **Effective Date.** This Addendum is effective as of the last date written below ("Effective Date").

Container Depot Co. Inc.

City of La Vergne, Tennessee


Is President
Daniel M. P. T.

Mayor Jason Cole

Date

12-19-24

Date

Maury Fence Company of Tennessee, Inc.
2621 Leah Circle
Columbia, Tennessee 38401

Office: 931-381-2980
615-373-3471
Fax: 931-381-2986

ESTIMATE

Estimate Date

November 4, 2024

Estimate Number

31006

Submitted to:

CITY OF LA VERGNE
CITY HALL
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086

Phone: 615-287-8645

Fax: 615-793-9804

ESTIMATED BY / SITE OF INSTALLATION

BLAKE LOVELL & WILLIE HURD-AH
LA VERGNE FIRE DEPT

Rock Clause:

\$220 PER HOUR AS NEEDED

TERMS: INVOICE IS DUE AND PAYABLE UPON RECEIPT.

Service charge of 1.5% (minimum .50¢) will be charged on any account 30 days after invoice date.

Quantity	Description
	SITE: LA VERGNE FIRE DEPT 299 BAIN DR LA VERGNE TN 37086 CONTACT: MATT FRYE (615) 525- 7424 .
648.00	FT OF 6' BLACK 8 GAUGE CHAIN LINK FENCE WITH 2" X 8' 20W LINE POSTS 1-5/8" TOP RAIL BLACK TIGHT WIRE .
4.00	3" X 9' 20W BLACK CORNER POSTS
2.00	3" X 9' 20W BLACK GATE POSTS
3.00	4" X 10'6" 20W BLACK GATE POSTS .
1.00	4' X 6' GATE WITH 1-5/8 20W FRAME 8 GAUGE WIRE .
1.00	30' CANTILEVER GATE WITH
4.00	4" NYLON ROLLERS .
	LABOR INCLUDED

**THIS ESTIMATE MAY BE WITHDRAWN BY US IF NOT
ACCEPTED WITHIN 30 DAYS.**

Subtotal	14,969.00
Sales Tax	
Total	14,969.00

An estimate gives you a reasonable price range for the type of fence and footage amount you are requesting. The final measure after installation could result in the cost being a little more or less than estimated. Any alterations or deviations you request after this estimate in type of materials, amount of footage, change in locations or size of components, could result in a change of cost. All agreements contingent upon weather, suppliers, or any delay beyond the control of Maury Fence Company. We call to locate PUBLIC utility lines before we dig. Location of private utility lines are responsibility of the property owner. Maury Fence is NOT responsible or liable for damages resulting from unlocated or unidentified underground lines of any kind to include water, irrigation, gas, sewer, electric, pool, phone or cable.

Owner agrees to furnish and point out to the Company the property lines upon which the fence is to be located, and further agrees to hold Maury Fence Company harmless from any loss, which might suffer as a result of the fence being placed on the property line erroneously established by Owner. Owner agrees to pay for the work done in the total sum of \$ 14,969.00 in cash net upon completion of the work. This is a valid and binding contract and is not subject to cancellation by the Owner without the written consent of the Company; and if Company consents to cancellation it is hereby agreed that the Owner will pay first to the Company the amount of expenses and labor already incurred and such damages as the nature of the case may require. If it becomes necessary to employ an attorney to enforce any provisions of this contract, Owner agrees to pay a reasonable attorney fee. This contract is not binding upon Maury Fence Company until accepted by it in writing, and Owner agrees that when it is so accepted it becomes a valid and binding contract. Owner agrees to be responsible for any and all attorney's fee or court costs pursuant to this contract. This contract contains the entire agreement between the parties. Both parties certify that they have read and understand it and that there are no verbal agreements other than those which have been reduced to writing and included in this contract. The title to the said property is to remain in the Maury Fence Company until paid for.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.C. Approve Contract with Creative Concrete Solutions for Concrete Needed for the Fire Department Temporary Training Site.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Creative Concrete Solutions - LFD

Summary:

The fire department requests approval of the contract with Creative Concrete Solutions.

Background Information:

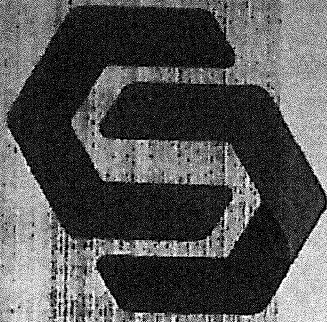
The fire department is requesting approval of the contract for concrete work with Creative Concrete Solutions. This concrete includes installing footers and labor. The work is the foundation of the temporary training site for the fire department.

Financial Summary:

The contract price is \$12,920 which is part of the overall project in the 2025-25 budget, Line 939 - Other Improvements.

Staff Recommendation:

Staff recommends approval.



Estimate

2410-1409-8266

2024-10-18

CREATIVE CONCRETE SOLUTIONS

Creative Concrete Solutions, LLC

9406 Franklin Rd

Murfreesboro TN 37128

doug@creativeconcretetn.com

615-691-6613

X, LaVergne, TN, 37086

Matt Frye

X

LaVergne TN 37086

mfrye@laveragnetn.gov

(615) 525-7424

Pier Footers

Description	Unit Price	Quantity	Total
<u>Pier Footers</u>			
30 Pier Footers			
1) Form up using the provided dimensions on the attached plans.			
2) Add gravel base and pack with a plate packer. All gravel purchased will be added to the final invoice.	\$12,920.00	1.00	\$12,920.00
3) Place a 3000 psi concrete mix with fiber reinforcement and (2) #4 rebar at top and bottom. Add tool joints as necessary and broom finish.			
<u>NOTES</u>			
• No demolition or blasting is included in this scope of work. If any is required, the additional cost(s) will be discussed and added to the final invoice if required.	\$0.00	0.00 0	\$0.00
<u>Concrete Pump - If Required</u>	\$1,000.00	0.00 Day	\$0.00

roughly \$1000) will be added to the final invoice per mobilization.
If a boom pump is required, an additional \$3500 will be added to the final invoice.

<i>Subtotal</i>	\$12,920.00
<i>Tax</i>	\$0.00
<i>Total</i>	\$12,920.00

Payments to be made as follows: The sum of 50% of total estimate is to be paid upon acceptance of this contract, and final payment of the remaining 50% is to be paid upon completion of the work (no later than 3 days from completion). Preferred methods of payment are with cash or check. If a credit card is to be used, a 4% surcharge will be added to the total amount to pay for credit card fees.

Neither SELLER nor CTI Systems offer any warranty on crack repair or cracking of the original concrete surface that may transmit through the CTI System or product failure as a result of degradation of the original concrete (pertaining to concrete overlays).

"BUYER's Right To Cancel": BUYER may cancel this agreement/purchase by mailing a written notice by certified mail or through email to the SELLER's address postmarked not later than midnight of the third business day after the signing of this agreement [excluding Sunday]. BUYER may use this page as notice by writing "I hereby cancel" at the bottom and adding the date, BUYER's name, and BUYER's address. If BUYER cancels after (s)he has made some payment to SELLER, SELLER is entitled to retain out of the payment, as a cancellation fee, five percent (5%) of the cash price of the goods or services, but SELLER may not retain more than one hundred dollars (\$100.00). Upon cancellation, SELLER must return to BUYER: 1) any payments made less the cancellation fee, 2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor), and 3) any note or other evidence of indebtedness given to SELLER by BUYER pursuant to or in connection with the agreement or offer. After cancellation, SELLER is entitled to receive back from BUYER, at BUYER's address, any goods previously delivered to BUYER by SELLER, provided SELLER has returned any payments and goods or other property received by BUYER to the extent indicated above. If SELLER does not call for his goods at BUYER's address within twenty (20) days after BUYER gives notice of cancellation, BUYER may keep the goods.

The parties understand and agree that SELLER shall not be liable for delays caused by circumstances beyond their control, including but not limited to delays occasioned by fires, strikes, or material stolen after delivery upon premises, lockouts, acts of God or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from SELLER's suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, delays in decisions or items to be provided by BUYER, or other cause beyond reasonable control of SELLER, whether of like or different character, or other causes beyond his control. All work described above will be completed in a substantial and workmanlike manner. General conditions which are standard for specialty contractors are applicable.

Nothing in this Contract shall exclude or restrict SELLER's liability for death or personal injuries resulting from SELLER's negligence or that of SELLER's employees or agents. However, under no circumstances will SELLER be liable for any consequential, indirect, special, punitive, exemplary, or incidental damages of any kind, whether foreseeable or unforeseeable arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, strict liability in tort

specified worksite, whether or not the act(s) result(s) in injury. This section will not apply only when and to the extent that applicable law specifically requires liability, despite the foregoing exclusion and limitation. The entire liability of either party for damages in connection with this agreement shall not exceed in the aggregate the total compensation of the original contract received by or due to the liable party hereunder. However, if BUYER breaches this agreement, SELLER has a right to collect the debt in court, and reserves the right to demand court costs and attorney's fees in association with such an action. Both parties agree that jurisdiction for court will be Rutherford County, TN. *IN THE EVENT THAT WE (CS) ARE NOT PAID FOR THE CONTRACTED WORK, THEN WE ARE ENTITLED TO SEEK DAMAGES IN COURT, WITH JURISDICTION BEING RUTHERFORD COUNTY.* It is the BUYER'S responsibility to ensure that the new construction is within proper setbacks in accordance and compliance with local building codes and requirements. *RJ*

Seller is not responsible for any slips, trips or falls associated with the new concrete overlay. Buyer assumes all responsibility for conditions that may result in such acts.

BUYER is responsible for properly trimming trees, bushes, plants, grass, and other landscaping to clear the area of the surface to be treated. BUYER may request SELLER to trim landscaping for \$250.00/hour. If BUYER does not properly trim landscaping, SELLER will trim the area and charge BUYER for additional time.

BUYER is responsible for removing furniture or any other item from the surface that is to be treated, unless agreed upon prior to arrival. SELLER has the right to charge BUYER \$250.00/hour for additional time to remove any and all items from the surface that is to be treated.

SELLER is not responsible for any damage(s) to property that may be caused by any third party company who may be required to complete the project's scope of work. This includes any form of demolition or concrete placement that requires dumpster(s), gravel truck(s), concrete pump truck(s) and/or concrete truck(s) to be placed on or access the project's location of work due to the allowed or permitted access point(s). If concrete is damaged and BUYER wants the SELLER to replace it, SELLER can provide an estimate of additional cost for that scope of work. If there is damage due to dumpster access and/or placement, it will be the responsibility of the BUYER to have it repaired if the dumpster(s) are required to be placed on the property due to the provided point of access and no other access or drop location is possible off of the property. Any concrete placement in any area(s) on the property that will require the concrete truck to drive on/over/through the property and causes any damage is not the responsibility of the SELLER.

SELLER offers a 1 year warranty on cracks > 3/16" (per ACI standards) for new concrete pours. It is up to the SELLER to determine the best course of action to repair.

BUYER is NOT to schedule any type of lawn maintenance/cutting/mulching/trimming during the time that we are there to install the project.

SELLER is not responsible for any damage incurred while removing or reinstalling fences, railings, pool hand rails and/or pool ladders. BUYER should be aware that some of the above items, due to age and weathering, may not be able to withstand removal and re-installation without damage.

Because all concrete work is custom-performed under many weather conditions BUYER understands SELLER cannot be responsible for any damage to concrete due to weather conditions. BUYER understands patterns and shades may be different. BUYER also understands that shrinkage cracks and crazing are part of the curing process and could possibly appear. They are not structural nor are they warrantied.

SELLER is not responsible for any damage to utilities, sprinkler systems, downspouts, septic lines/tanks, cisterns, etc during any phase of the project.

SELLER is not responsible for damage to new or existing concrete due to underlying and/or existing water or moisture issues. This includes surface drainage issues as well as underground moisture.

SELLER assumes all responsibility of said job and all provisions within this contract.

There is no guarantee that chosen colors or stains will match any color standard, picture or any other media. There are many factors that determine the exact color of any stain or integral color, so therefore, we are not responsible for any difference in the actual versus expected outcome. Once color is chosen and approved for installation, and once the color is applied in any form, changing or modifying the color choice in any way could result in a change order for an additional charge/fee.

No contractual rights arise until this proposal is accepted in writing.

Any alteration or deviation from the above specifications involving extra cost of material of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum and will the date of completion. All agreements must be made in writing.

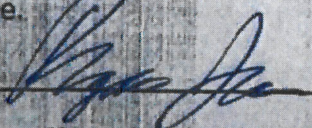
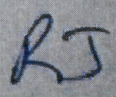
SELLER has the right to take and use images or videos of the worksite through work stages for marketing and promotional purposes.

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman, or other person who helps improve BUYER's property and is not paid for his labor, services, or materials, has a right to enforce his claim against BUYER's property. Under the law, a BUYER may protect him/herself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price, and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract.

The parties hereto understand and agree that this contract contains the entire understanding and agreement between them, that no promises, representations, agreements, warranties, or understandings have been made or arrived upon unless specifically set forth herein, i.e., if the materials improvements, labor, and services will require additional payments and an additional contract. BUYER acknowledges (s)he/they have read the entire contract, that they fully understand all of the terms contained herein, and that they have an exact and fully completed copy hereof. The above proposal/agreement is hereby accepted and BUYER agrees to pay the amounts mentioned above.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Creative Concrete Solutions, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Signature:  Date 12-19-21 

Accept via Email: Reply to this email to confirm your acceptance of this pricing and project. No signature/date required.

Signature

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.D. Approve Contract with Container Depot for Shipping Containers Needed for the Fire Department Temporary Training Site.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Container Depot Contract w addendum signed

Summary:

The fire department requests approval of the contract and addendum with Container Depot. The contract is for the purchase of seven shipping containers.

Background Information:

The fire department is requesting approval of the contract and addendum with the Container Depot. The seven shipping containers will serve as the training buildings for the fire department.

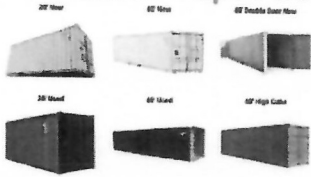
Financial Summary:

The cost is \$24,554.25, which is part of the 2024-25 budget, Line 939 - Other Improvements.

Staff Recommendation:

Staff recommends approval.

Container Depot Co.



CDCO INC.

Prepared For

Matt Frye Laverne Fire Dept
Laverne, Tn 37086
(615) 525-7424

Container Depot Co. Inc.

Po Box 231
Ashland City, Tennessee 37015
Phone: (615) 970-8456
Email: danny@containerdepotco.com

Estimate # 9666

Date 11/18/2024

Description	Total
7 x 40' used cw hc	\$22,400.00
Delivery	\$2,154.25
00-30 \$250	
30-40 \$295	
40-50 \$350	
50-60 \$400	
60-70 \$450	
Prepared by Julie P	\$0.00

Subtotal	\$24,554.25
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Total	\$24,554.25
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GRADE DESCRIPTION:

1. GRADE NO. 2 OR "B" / Internet Style-Broker Box: Just like Internet Brokers sell you, the cheapest container sold, Lowest grade, First off stack, Pictures of stack only, No individual pictures /Contractor grade /sold AS-IS NO WARRANTY EXPRESSED OR IMPLIED, and dry at the time of your inspection, on the day of delivery.

2. GRADE NO. 1 OR A- CARGO WORTHY

These units are still certified in-use, A better grade, Individual/Actual pictures of the unit can be shown to you via Digital, or on the Yard/.sold AS-IS NO WARRANTY EXPRESSED OR IMPLIED, and to be dry at the time of your inspection at the day of delivery.

3. One Use/1 Trip. Minimal scratches, Photos ava. used one time in shipment to arrive in the US/sold AS-IS NO WARRANTY EXPRESSED OR IMPLIED, and dry at the time of your inspection at day of delivery.

NOTE: IF YOU ARE PAYING WITH A CREDIT CARD THERE WILL BE A 3.5% FEE ADDED AT TIME OF DELIVERY

ALL CONTAINERS ARE KNOWN TO CONDENSATE DURING CHANGE OF WEATHER CONDITIONS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CONTENTS STORED INSIDE THE CONTAINER FROM CONDENSATION OR ANY PROBLEM THAT COULD ARISE FROM GROUND CONTACT AND OR AMBIENT AIR ISSUE,THAT COULD RESULT IN BUG INFESTATION, MOLD , MOISTURE AND OR ODORS..

ALL CONTAINERS ARE SOLD AS IS WHERE IS WITH NO WARRANTY EXPRESSED OR IMPLIED , UPON YOU OR YOUR REPRESENTATIVES INSPECTION AT THE TIME OF DELIVERY.

Wire instructions:

To:

Container Depot Co Inc.

1130 Walnut Dr.

Ashland City, Tn 37015

Bank:

USBANK

Ashland City Office

311 N. Main st.

Ashland City, Tennessee 37015

Routing no. 064000059

Account no. 151211815668

TENNESSEE SALES OR USE TAX
GOVERNMENT CERTIFICATE OF EXEMPTIONVendor Name: Container Depot
Vendor Address: 1088 Tennessee Waltz Pkwy, Ashland City, TN 37015

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency: City of La Vergne Fed ID # 62-0890630Signed: [Signature]Title: Purchasing Agent

Definition:

Actual Use:

Tax exempt

This Agreement and Receipt (hereinafter referred to as "Agreement") is entered into between customer listed below ("Customer") and Container Depot Co., Inc. ("Seller"), 1130 Walnut Dr, Ashland City, TN 37015, on this day as listed below. The undersigned parties recite and agree as follows:

I. PAYMENT. Customer has requested the delivery of a shipping container(s) listed below from Container Depot Co., Inc. and shall pay Container Depot Co., Inc. in full via cash, check or credit card on or before the delivery date in the amount listed below. Pre-paid deposits are refundable ONLY at the discretion of CDCO staff and will not be refunded if container is deemed undeliverable by CDCO staff or its subcontractors due to conditions unstated or understated by the customer.

II. PERMISSION TO ENTER. Customer grants Container Depot Co., Inc. permission to enter onto the Customer's property and/or a pre-determined and agreed upon delivery site on the scheduled delivery date.

III. INDEMNIFICATION. Customer agrees to hold Container Depot Co., Inc. and the delivery driver harmless from any damage on or to any or all properties, including, but not limited to gates, landscaping, fences, animals, grass, yards, lawns, concrete roadway blacktop surfaces, gravel roadway, trees, shrubs, any structures, water lines, septic lines, electrical lines, any foundation structure, any damage to vehicles and/or equipment, and/or any loss of time or wages due to the delivery or delivery truck involvement. Customer acknowledges this is an uninsulated metal structure and metal surfaces are subject to natural condensation or "sweat". Customer holds CDCO harmless for any damages to fine furniture or valuables stored within that may become damaged by such condensation and/or natural variances of temperature.

IV. CHOICE OF LAW AND CHOICE OF VENUE. The parties agree and stipulate that this Agreement and the parties' respective rights and obligations hereunder shall be interpreted under the laws of the applicable state

V. ENFORCEMENT OF AGREEMENT. Any provision of this Agreement that is found by a court of law to be unenforceable shall be ineffective only to the extent of such unenforceability. Such unenforceability will not affect the remaining provisions of this Agreement which shall remain valid and enforceable.

VI. COUNTERPARTS. This Agreement may be signed in any number of counterparts. Each counterpart, once signed and delivered, are an original and all counterparts taken together, make but one and the same Agreement.

VII. DUTIES/OBLIGATIONS. This Agreement binds and inures to the benefit of Container Depot Co., Inc. and/or Customer and their respective successors, heirs and assigns. Container Depot Co., Inc. may assign or delegate their duties under this Contract without consent of the Customer; however, such an assignment or delegation will not operate in such a way so as to relieve Container Depot Co., Inc. of its obligations under this Agreement.

VIII. OTHER. Except as specifically stated in this Agreement, Container Depot Co., Inc. makes no promises to Customer including, but not limited to, any other commitments.

IX. SURVIVAL. All representations, warranties and agreements made by the parties in this Agreement shall survive the consummation of this Agreement, and shall be binding upon the parties, their successors, assigns, heirs, legatees and legal representatives.

X. ENTIRE AGREEMENT/USE OF PRONOUNS. This Agreement sets forth the entire understanding of the parties and may not be changed except by written documents signed by both parties hereto. The singular shall include the plural wherever appropriate, and the neuter shall include

the feminine or masculine whenever appropriate.

XI. ATTORNEY'S FEES. In the event Container Depot Co., Inc. files a claim or lawsuit to enforce any provision of this Agreement, Customer agrees to pay Container Depot Co., Inc. its reasonable attorney's fees and court costs.



Signed on: 11/18/2024
Container Depot Co. Inc.

Matt Frye Lavergne Fire Dept

**ADDENDUM AGREEMENT BETWEEN
CONTAINER DEPOT CO. INC., AND
THE CITY OF LA VERGNE, TENNESSEE
FOR
ESTIMATE #9666**

This Addendum (herein "Addendum") amends the Agreement ("Agreement") between Container Depot Co. Inc., ("Contractor") and the City of La Vergne, Tennessee ("City") as well as any and all contracts and agreements for materials and delivery that the parties enter following the Effective Date of this Addendum (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
- 2. Termination for Convenience.** The Agreement may be terminated by City upon thirty (30) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits

an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this

Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this section 9.

10. No Taxes. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

11. Binding Effect. This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the Board of Mayor and Aldermen can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.

12. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.

13. Parties to Receive Notice: Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of La Vergne
ATTN: City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086

14. Amendment. This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.

15. Continuing Validity; Survival; Non-Merger. So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

16. No Presumption Against Drafter. This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

17. Counterparts. This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. Effective Date. This Addendum is effective as of the last date written below ("Effective Date").

Container Depot Co. Inc.

City of La Vergne, Tennessee

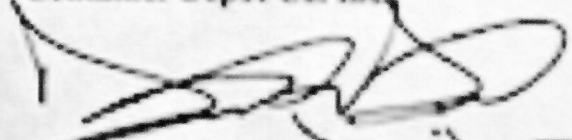
Mayor Jason Cole

Date

Date

16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
17. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
18. **Effective Date.** This Addendum is effective as of the last date written below ("Effective Date").

Container Depot Co. Inc.


President
Daniel M. P. Tracy

Date

12-19-24

City of La Vergne, Tennessee

Mayor Jason Cole

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 10.E. Approve Use Agreement with Legacy Homeschool Resource Center.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Legacy Homeschool Resource Center Use Agreement

Summary:

This is a Use Agreement with Legacy Homeschool Resource Center to use Fields 3 and 4 at Veterans Memorial Park.

Background Information:

Attached is a user agreement between the City and Legacy Homeschool Resource Center. The term of this agreement will be from February 3, 2025 through May 30, 2025. The City agrees to allow user to use City park property. This is to use Fields 3 and 4 at Veterans Memorial Park for the sole purpose of conducting softball games and baseball/softball practices. The user will have the right to use the property during the term of this agreement.

Financial Summary:

The User agrees to pay the City a flat fee of \$500.00 to cover the costs of field maintenance. The fee is payable at the beginning of the season, February 3, 2025.

Staff Recommendation:

Staff recommends approval.

**USE AGREEMENT
BETWEEN
THE CITY OF LA VERGNE
AND
LEGACY HOMESCHOOL RESOURCE CENTER**

This Use Agreement made and entered into this _____ day of _____, 2025, by and between the City of La Vergne, Tennessee, hereafter referred to as "City," and Legacy Homeschool Resource Center, hereafter referred to as "User".

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

- a. The City agrees to allow User to use City park property as designated in Exhibit A (hereinafter, "Property"), attached hereto, for the sole purpose of using Fields 3 and 4 at Veterans Park for softball games and softball / baseball practices. User agrees to comply with the terms of this Use Agreement, the rules and regulations of the La Vergne Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.
- b. User may provide for the sale of snack items and drinks at Field 3 during and immediately before and after ball games. User shall comply with all Health Department Regulations and any existing agreements made by City for exclusive sale of certain products, and any and all other applicable laws, rules and regulations.

2. Term.

The term of this Use Agreement shall be from February 3, 2025 through May 30, 2025. The User shall have a non-exclusive right to use the property during the term of this Use Agreement, but only on the dates and at the times scheduled by the City as set forth in Exhibit B. The City reserves the right to schedule other activities at the Property on dates not in use by the User. User may not schedule any activity (practice or game) for the Property for a date or time other than as specified on Exhibit B, except as specifically approved by the Director of Parks and Recreation or the Director's designee.

3. City's Obligations.

- a. The City shall maintain the ball fields for the normal schedule on Exhibit B.
- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the restrooms, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms once per day. Additional cleanup and paper products shall be provided by the User.
- c. The City shall maintain the parking areas.
- d. The City shall be responsible for providing trash liners for trash receptacles and for the disposal of trash and litter from such receptacles.
- e. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the fields unusable prior to 3:30 p.m. on scheduled game days, Monday

through Friday, and shall make reasonable efforts to notify the official(s) designated by the User. User shall be bound by City's determination of usability. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department as soon as possible.

- f. City shall require that the User provide the City with the dates and times that the league will use the fields as set forth in Exhibit B no later than two weeks prior to the first scheduled game.
- g. The City shall provide a staff member to coordinate with the organization relative to league activities.

4. User's Obligations.

- a. The User shall provide any additional maintenance of the ball fields required beyond the normal schedule but shall provide such maintenance only with the prior approval of the City.
- b. The User shall clean and secure all press box facilities, concession areas, offices, and adjacent areas on a daily/nightly basis on the dates specified on Exhibit B.
- c. The User shall maintain and leave the facility grounds litter-free. User will pick-up trash and litter and place into receptacles. User may use signage, frequent announcements, and labor by User's members and supporters to maintain clean and orderly facility and grounds.
- d. The User shall provide any first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood-borne pathogens.
- e. The User shall determine if the playing fields and facility are safe before any usage. User shall immediately advise the City of any defective or unsafe conditions on the Property and shall not use any facility deemed unsafe until corrected.
- f. The User shall provide and pay umpires during their playing season. The User shall also provide Scorekeepers during their playing season.
- g. The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ballfield lights on until at least 30 minutes before sunset and shall make sure the ballfield lights are kept off for fields not in use for official practice or games. On an overcast day, the ballfield lights may be turned on if the Parks and Recreation Director or the Director's designee is notified and gives his/her approval.
- h. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and postseason games.
- i. The User is responsible to notify all County and City agencies relating to the safe operation of the event.
- j. The User is responsible to provide enough staff to conduct the event in a safe and enjoyable manner, and will provide additional security if requested by the City.

- k. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Vendors shall comply with all state and city laws and regulations.
- l. User shall provide a written description of field requirements at least two weeks prior to the start of each season. In addition, User shall provide a complete schedule of all games to be played.
- m. User, at its own expense, shall perform criminal background screenings on all employees, managers, head coaches, assistant coaches, and regular volunteers of User working with children in this program.
- n. User shall pay a flat fee of \$500.00 to the City of La Vergne to cover the cost of field maintenance. The fee is payable at the beginning of the season, February 3rd, 2025.

5. User's Representations.

- a. User represents that it is a not-for-profit corporation under the Internal Revenue Code and shall provide City with proof of such status.
- b. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disabilities Act.
- c. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City as an additional insured. A certificate of insurance to this effect must be presented to the City at the time of signing this agreement.
- d. The User accepts the Property as suitable for the purpose of the Use Agreement. User shall protect and maintain the Property, except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of the Use Agreement as determined by City based on preseason and postseason inspections.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform to City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior written approval of the City and the approval of all appropriate City agencies.

9. Indemnification.

User shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

11. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. The City may terminate this Use Agreement at any time, with or without cause. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the City may, but is not required to, give the User an opportunity to timely correct the default.

12. Amendment.

This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and User have executed this Use Agreement on the day and date first written above.

CITY OF LA VERGNE

Legacy Homeschool Resource Center

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT LIST FOR
LEAGUE USE AGREEMENT

Exhibit A: Map or Designation of Property Reserved for the Event(s)

Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property

Exhibit C: User Certificate of Insurance (\$1,000,000 liability minimum)

Exhibit A

Designation of Property Reserved for the Event(s)

**Fields 3 and 4 – Veterans Memorial Park
115 Floyd Mayfield Drive
La Vergne, TN 37086**

Exhibit B

Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property

Regular Season Dates:

- February 3, 2025 – May 30, 2025

Regular Season Times:

- Monday, Tuesday, Wednesday, Thursday, and Friday
- 3:00 PM – 9:00 PM

2025 Blackout Dates

- April 18, 2025 – Good Friday
- May 26, 2025 – Memorial Day

Exhibit C

User Certificate of Insurance (\$1,000,000 liability minimum)

(To be attached by User)



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 11. First Reading - **Ordinance #2025-01** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcels 2.00, 5.02 and 14.04, Consisting of Approximately 48.2 Acres, Located at the Northeast Portion of the Roundabout on Stones River Road, 1500 East Nir Shreibman Blvd. and 480 Stones River Road. From a R-1 (Low Density Residential) and R-2 (Medium Density Residential) Zoning Districts to a C-1 (Government Use) Zoning District. (This received a favorable recommendation from the Planning Commission on November 26, 2024. A public hearing will be held at 6:30 p.m. on Tuesday, January 7, 2025.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2025-01

Summary:

This is an ordinance to rezone the properties located at the Northeast Portion of the Roundabout on Stones River Road, 1500 East Nir Shreibman Blvd., and 480 Stones River Road from R-1 and R-2 Zoning to C-1 Zoning.

Background Information:

The applicant is requesting to rezone approximately 48.2 acres from R-1 (Low Density) and R-2 (Medium Density) to C-1 (Government Use District). The properties are located at the Northeast side of the Roundabout on Stones River Road, 1500 East Nir Shreibman Blvd., and 480 Stones River Road. Per the applicant, the purpose of the rezoning is to be able to pursue the development of a civic facility, the Public Works and Community Development Services Facility. There is a possibility of additional city facilities or uses in the future on the remaining portion of the property.

The main zoning in the area is R-1 and R-2. There is residential development along this entire corridor extending from Murfreesboro Road north to Percy Priest Reservoir. Also, Rutherford County Schools' property is located to the south. The property that borders this site on the east is R-2. Everything else is zoned R-1 (Low Density Residential).

Financial Summary:

N/A

Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2025-01

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 14, PARCELS 2.00, 5.02 AND 14.04, CONSISTING OF APPROXIMATELY 48.2 ACRES, LOCATED AT THE NORTHEAST PORTION OF THE ROUNDABOUT ON STONES RIVER ROAD, 1500 EAST NIR SHREIBMAN BLVD. AND 480 STONES RIVER ROAD. FROM A R-1 (LOW DENSITY RESIDENTIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICTS TO A C-1 (GOVERNMENT USE) ZONING DISTRICT.

WHEREAS, a request has been made by the City of La Vergne, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on November 26, 2024, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 14, Parcels 2, 5.02 and 14.04 from a R-1 (Low Density Residential) Zoning District and R-2 (Medium Density Residential) Zoning District to a C-1 (Government Use) Zoning District. This property consists of approximately 48.2 acres and is owned by the City of La Vergne who submitted application #ZR-2024-01 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

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 _____.

City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2024-01

(Assigned by the City Recorder)

Date Submitted: October 28, 2024

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☒ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: City of La Vergne Phone #: 615-793-6295

Business: _____ E-Mail: _____

Address: 5093 Murfreesboro Road Best Way to Contact: _____

City: La Vergne State: TN Zip: 37086 (Mail, E-Mail, Phone)

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
14	2.00	R-1	C-1	22.02	City of La Vergne
14	5.02	R-1 & R-2	C-1	23.99	City of La Vergne
14	14.04	R-1	C-1	2.2	City of La Vergne

*** Reason for Rezoning must be included on an attached sheet.

Project Name: Public Works / CDS Facility
Project Address: 1500 East Nir Shreibman Blvd.
Existing Land Use: Vacant / Public Works/CDS Facility under construction
Proposed Land Use: Public Works / CDS Facility - Future City Facilities or Uses
Total Acreage of Project / Rezoning: 48.2

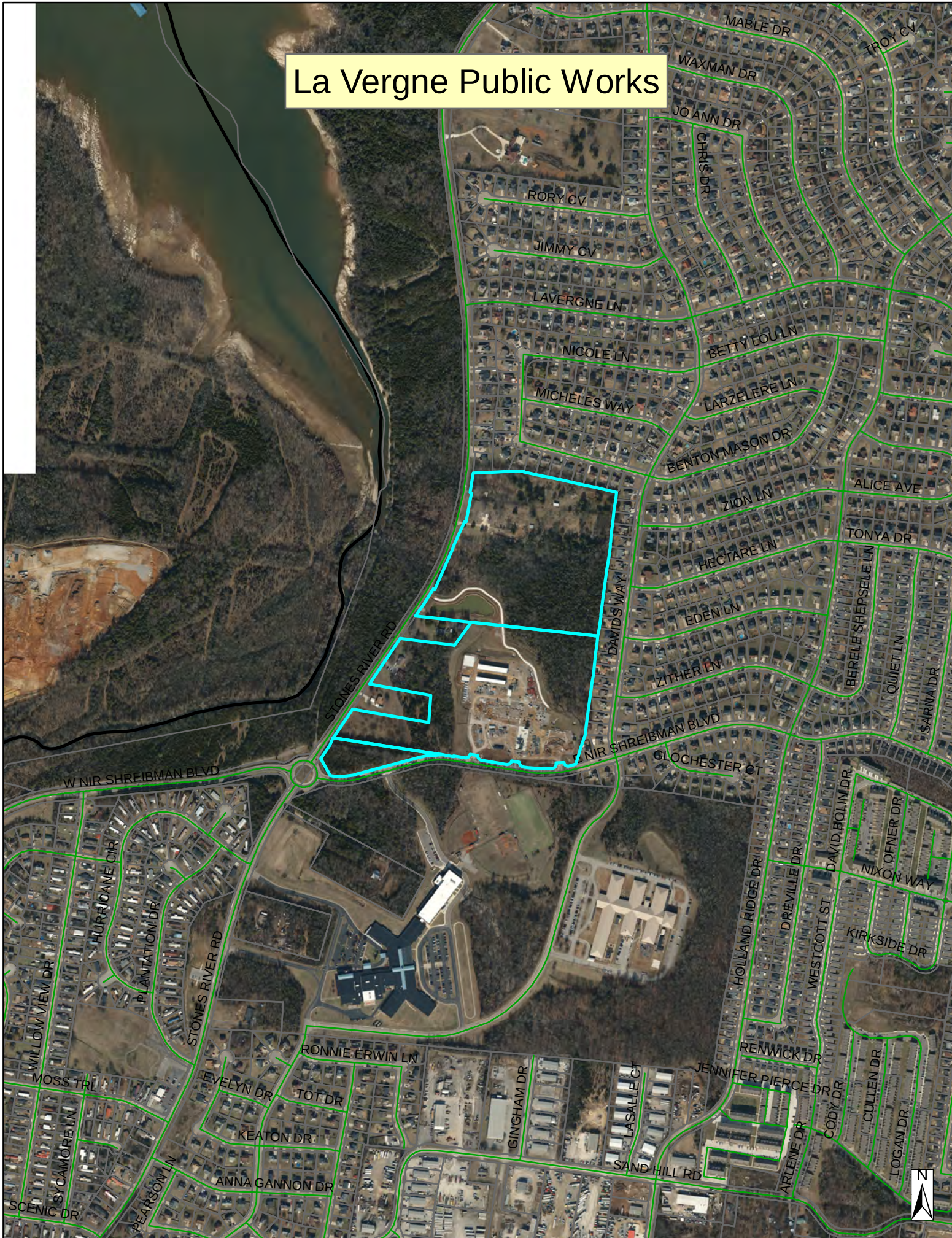
The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature: Jason Ell **Date:** 10/28/24

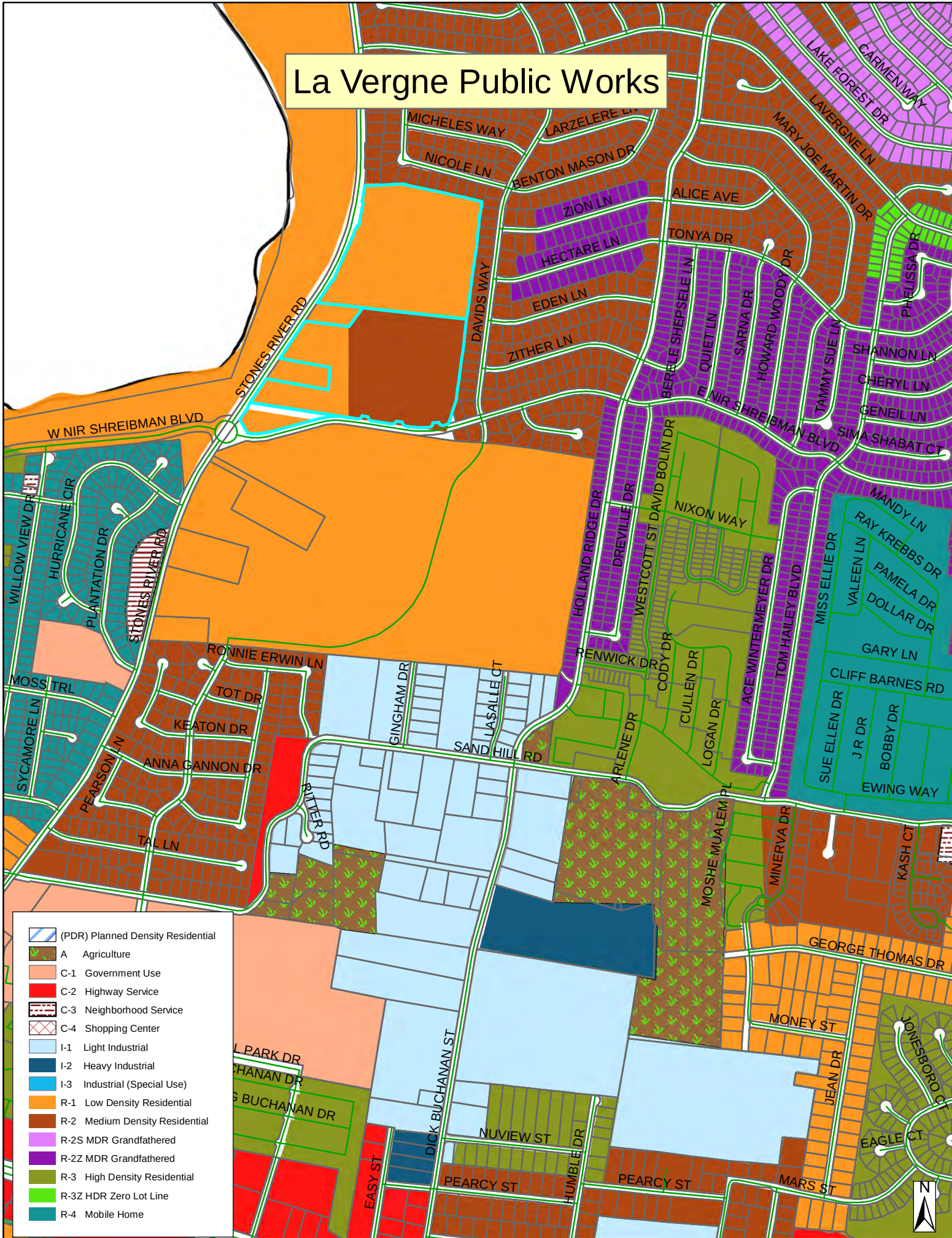
La Vergne Public Works



La Vergne Public Works



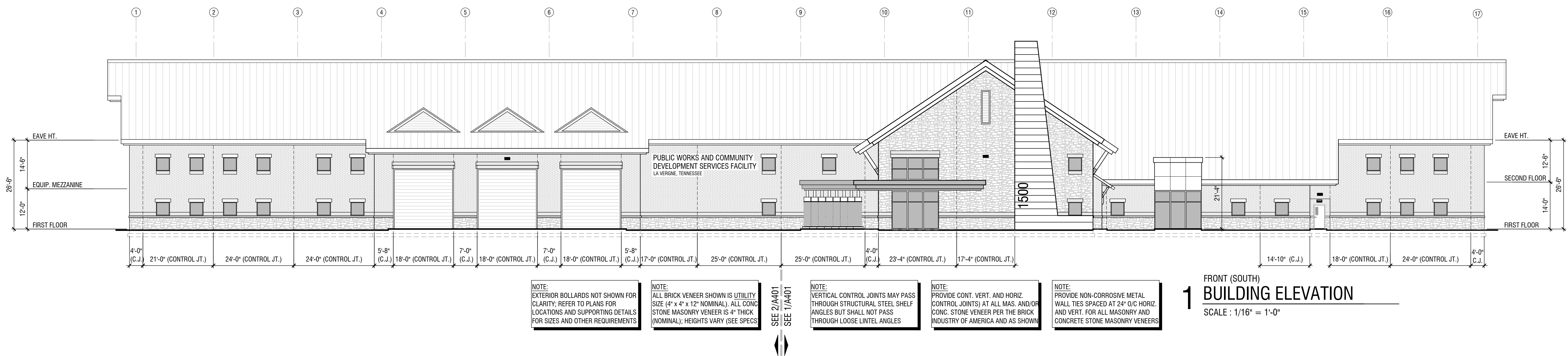
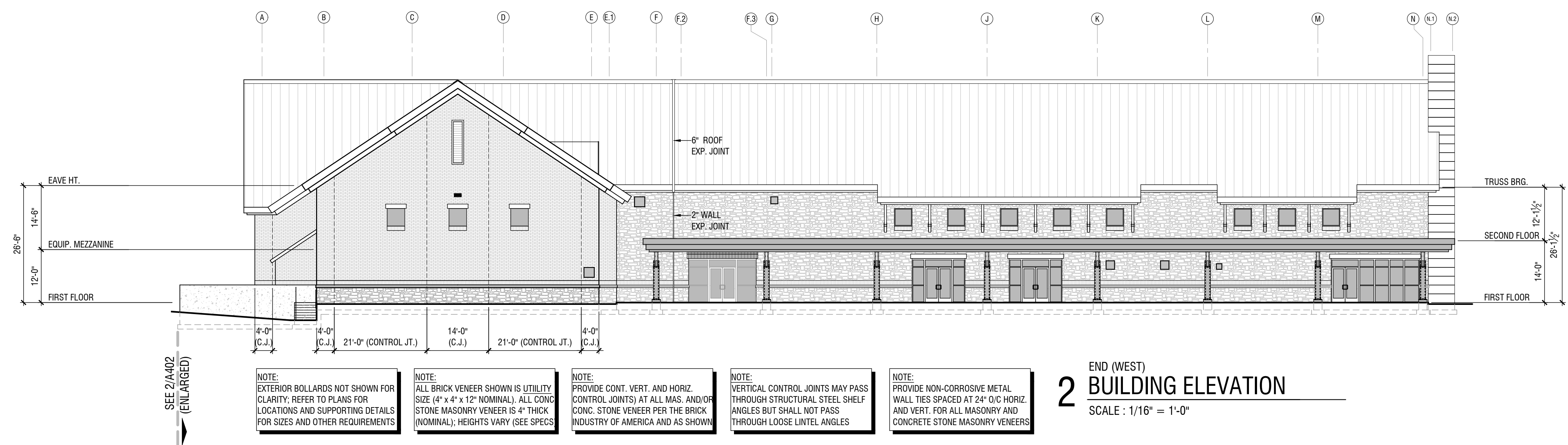
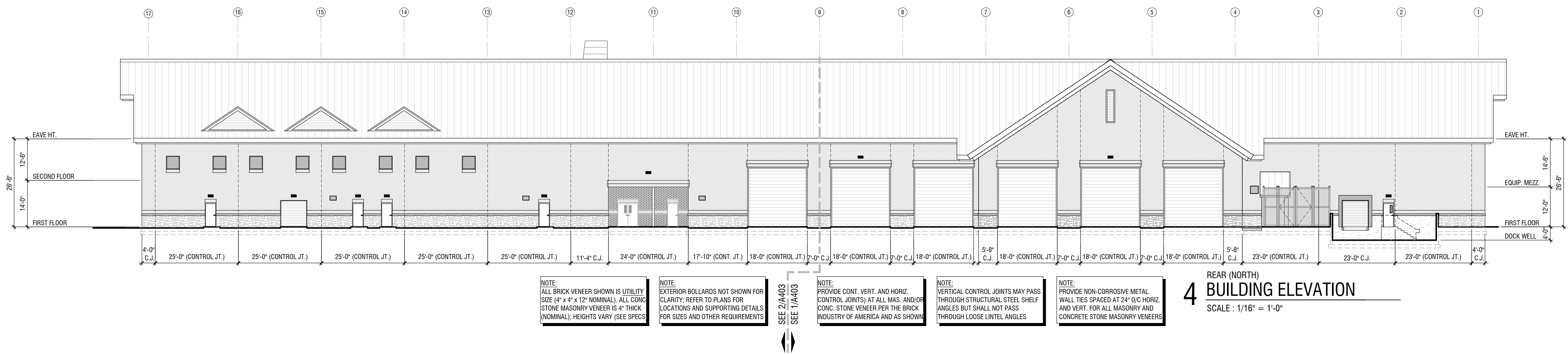
La Vergne Public Works











Lambe+Associates, LLC
architecture • planning • design/build
creative solutions to build on

Lambe + Associates, LLC
 106 Mission Court, Suite 303
 Franklin, TN 37067
 phone: 615.571.0807
 lambe@comcast.net

This drawing and the design shown is the property of the Architect. The reproduction, copying, or use of this drawing without their written consent is prohibited and any misapplication will be subject to legal action.

Consultants
 CIVIL ENGINEER:
 Civil & Environmental
 Consultants, Inc.
 STRUCTURAL ENGINEER:
 Wallace Design Collective
 MECHANICAL ENGINEER:
 Harpeth Park Engineering, LLC
 ELECTRICAL ENGINEER:
 Harpeth Park Engineering, LLC

Project

**CITY OF LA VERGNE, TENNESSEE
 PUBLIC WORKS AND COMMUNITY
 DEVELOPMENT SERVICES FACILITY**
 1500 E NIR SHREIBMAN BOULEVARD
 LA VERGNE, TENNESSEE

REV.	date
△	
△	
△	
△	
△	

L+A Job No. 2110
 01.22.23

Building Elevations

A400

sheet



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 12. First Reading - **Ordinance #2025-02** - An Ordinance to Amend Title 1, Chapter 1, Section 1-101 of the La Vergne Municipal Code Regarding the Time and Place of Regular Meetings.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-02

Summary:

This is an ordinance that will amend the Municipal Code to change the starting time for Board of Mayor and Aldermen regular meetings to 6:00 p.m.

Background Information:

As discussed at the last workshop and meeting, this ordinance will change the starting time for regular meetings.

Financial Summary:

Earlier start times will reduce the amount of overtime for hourly employees and reduce the need for meals prior to the meetings.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-02

AN ORDINANCE TO AMEND TITLE 1, CHAPTER 1, SECTION 1-101 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE TIME AND PLACE OF REGULAR MEETINGS.

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

SECTION I. Title 1, Chapter 1, Section 1-101 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 1-101. Time and place of regular meetings.

The board of mayor and aldermen shall hold regular monthly meetings at **6:00 P.M.** on the first Tuesday of each month at the city hall. If the regular meeting date falls on a holiday or for other valid reasons, the meeting date may be changed with adequate public notice.

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 13. Motion to Authorize the Mayor to Execute a Final Settlement Agreement with US Fire Insurance Company Regarding the 24" Water Line Project. (An executive session will be held on Tuesday, January 7, 2025 at 6:00 p.m.)

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Contingent Settlement Agreement - US Fire Insurance Company

Summary:

This is an item that will approve a contingent settlement agreement with US Fire Insurance Company.

Background Information:

An executive session will be held at 6:00 p.m. on Tuesday, January 7, 2025 to discuss this settlement agreement.

Financial Summary:

The settlement amount is \$550,000 to the City.

Staff Recommendation:

Staff recommends that the Board authorizes the Mayor to execute a final settlement agreement for \$550,000 subject to approval as to form by the City Attorney.

CONTINGENT SETTLEMENT AGREEMENT

For and in consideration of the mutual promises herein contained, the parties hereto,
The City of Lavergne, Tennessee and US FIRE INSURANCE COMPANY, ("the Parties")
hereby memorialize this CONTINGENT SETTLEMENT AGREEMENT this 18th day of
December, 2024:

The Parties hereby agree to the following contingent compromise and settlement of any
and all issues between the Parties. US FIRE INSURANCE COMPANY, agrees to pay to The
City of Lavergne \$550,000.00 (Five Hundred Fifty Thousand and No/100 Dollars)

The Parties' only obligations going forward shall be the obligations contained herein. The Parties
hereto agree to mutually release one another as to all claims, demands, damages, suits at law or
in equity and/or attorneys fees, expert fees and expenses because of any matter or thing done,
omitted, or suffered to be done by any of the parties hereto. The Parties further agree to dismiss
the pending litigation with prejudice. This Contingent Settlement Agreement is ~~intended to be~~
~~global and is~~ contingent upon approval by the Board of Mayor and Aldermen of the City of
Lavergne. The release does not include a release of any warranty claims or warranty obligations. US Fire shall ensure that all subcontractors are paid, and

The Parties hereby further agree to execute such other further documents which may be
necessary to effectuate the terms of this Contingent Settlement Agreement and further
acknowledge that the undersigned is authorized to execute this Contingent Settlement
Agreement.

Each party to this Contingent Settlement Agreement shall bear its own costs, expenses,
expert fees, interest and attorneys fees. The City of Lavergne and US FIRE INSURANCE
COMPANY hereby each agree to pay one-half of the mediator's fees and expenses. In the event

The City shall process and pay to US Fire
Sums under pay App 19 (\$65,743.45)
and pay App 20 (\$242,832.71).

US Fire to submit and receive payment for
an additional pay app for additional quantities.
(per the Bonded contract).

The City reserves the right to object to \$11,652.23
in Pay App 19 ~~related to~~ or Pay App 20 related to stored
materials.

if any

and/or the above
agreement

shall indemnify the City from any and all Mechanics' and materialmen's
liens related to the construction project. The warranty obligations, and indemnity
obligations of the Bonded Contract are not released by this Agreement. This
agreement does not release US Fire from the Payment Bond ~~obligation~~ issued to
Debbase Construction, Inc.

correction period
obligations,

US Fire warrants that all subcontractors, ~~laborers~~ laborers and
materialmen who provided labor, material, equipment, and services
to the construction project will be paid.

The parties shall prepare a further written settlement agreement upon
approval of the Contingent Settlement by the Board of Mayor and Aldermen.

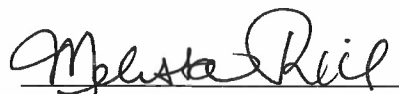
that either party has to file suit for the breach or enforcement of this Contingent Settlement Agreement, the prevailing party in said dispute shall be entitled to recover from the non-prevailing party all of its costs, fees and expenses, including reasonable attorneys' fees.

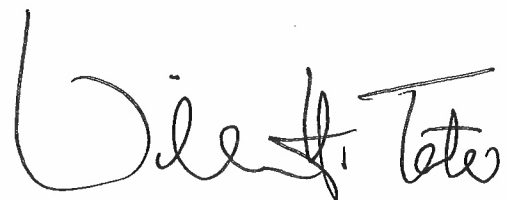
The ~~terms of this Contingent Settlement Agreement shall remain confidential and this~~ Contingent Agreement shall be governed and construed in accordance with the laws of the state of Tennessee.

The City of Laverne, Tennessee


By _____
Mayor
Its _____

US FIRE
INSURANCE COMPANY,


By _____
Executive Specialist
Its _____


Witness : Mediator , William H. Tate , Esq.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.A. Beautification and Arts Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

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

Background Information:

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

We have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications. If I do not receive any applications by Tuesday, January 7, 2025, I will remove this item from the agenda.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.B. Beer Board. (One term expired 12/31/2024.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

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

Background Information:

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

The term for Dana Blair expired on December 31, 2024. He would like to stay on the Beer Board. We have been advertising the position on Channel 3 and Social Media and have not received any applications.

Current Applicant:

- Dana Blair

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.C. Greenway Advisory Committee. (One term expired 12/31/2024.)

Department: City Administrator

Presented By:

Item Attachments: None

Summary:

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

Background Information:

Greenway Advisory Committee Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Leslie Ballard	November 2019	January 31, 2028
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2027
Jim Hesemann	February 2023	December 31, 2026
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2027

The future of this committee will be dependent on the outcome of Ordinance #2024-20. If the Board decides to keep this committee, we will reach out to Carissa Benton to see if she wishes to remain on this committee. Due to the unknown future of this committee, I will remove this item from the agenda and will await the outcome of the Ordinance.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.D. Historical Preservation Advisory Committee. (Appoint Council position; One term is vacant; One term expired 12/31/2024.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

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

Background Information:

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

The future of this committee will be dependent on the outcome of Ordinance #2024-21, which was approved on first reading at the last meeting. If the Board decides to keep this committee, we will reach out to Susan Anthony to see if she wishes to remain on this committee and advertise for a new member. Due to the unknown future of this committee, I will remove this item from the agenda and will await the outcome of the Ordinance.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.E. Library Board. (Two terms expired 12/31/24; Remove one member; Appoint new member.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Glenn Green - Library Board

Summary:

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

Background Information:

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

The terms for Carissa Benton and Carol Haas expired at the end of December. Those two positions will need to be reappointed.

A request has been made by Donna Bebout to remove Lacey Lantz from the Library Board due to a lack of attendance. We have received one application to replace Ms. Lantz if the board wishes to remove her.

Current Applicants:

- Carissa Benton (Reappoint)
- Carol Haas - BOMA Position (Reappoint)
- Glenn Green

Financial Summary:

N/A

Staff Recommendation:

N/A

CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION

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

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

APPLICANT INFORMATION

Name: Glenn Green Cell Phone: [REDACTED]
Address: [REDACTED] Other Phone: [REDACTED]
La Vergne, TN 37086 Email Address: [REDACTED]

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

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Greenback High School	Tennessee Tech University	
City, State	Greenback, TN 37742	Cookeville, TN 38501	
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Computer Science	
Receive a diploma?	☐ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	I.T. Director
List any experience that would apply to the Board or Committee you are applying for:	I worked at the library for several years.
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	Library Board
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I was previously on the Library Board and would like to serve again.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Jackie Williams		20+	
2	Jason Cole		7	
3	Bruce Richardson		16	

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: 12/06/2024

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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.F. Local Emergency Planning Committee. (Four terms expired 12/31/2024.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding the appointment of members to the Local Emergency Planning Committee.

Background Information:

Local Emergency Planning Committee Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Alderman - Chairman	December 2022	Term of Office
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Danielle Brown - Finance	June 2024	December 31, 2027
Daniel Campbell - WTP	March 2021	December 31, 2026
Chris Clark - RCEMA	June 2020	December 31, 2024
Christopher Cunningham - Environmental Specialist	November 2020	December 31, 2024
Michael Dietz - Public Works	February 2014	December 31, 2027
Brian Gaither - RC EMS Director	February 2024	December 31, 2024
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2027

Brent Hatcher - LPD	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Christopher Moews - LPD	October 2023	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2027
Bruce Richardson - City Administrator	May 2012	December 31, 2025
Alexandra Thompson - Stormwater	August 2020	December 31, 2026
Joe White - Codes Department	February 2024	December 31, 2027
New - Tier II Organization		
New - Tier II Organization		
New - Tier II Organization		

The terms for Chris Clark, Christopher Cunningham, Brian Gaither and Emily Girard expired at the end of December. Staff recommends reappointing these four members.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.G. Planning Commission. (Two terms expired 12/31/24.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

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

Background Information:

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

The terms for Tabatha Howard and Mark Molnar expired at the end of December. Those positions need to be reappointed. We have not received any applications for these positions

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.H. Stormwater Appeals and Advisory Board. (Two terms expired 12/31/24.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

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

Background Information:

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

The terms for Stacy Lanker and Mary Jane Skinner expired at the end of December. Both of them would like to stay on this board.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.I. **FYI - Board of Zoning Appeals. (One term expires 1/31/2025.)**

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding appointments to the Board of Zoning Appeals.

Background Information:

Board of Zoning Appeals Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Graeme Coates - Chairman	February 2011	January 31, 2028
Craig Pollock	October 2011	January 31, 2028
Justin Greer	May 2024	January 31, 2026
Charles Jones	July 2021	January 31, 2025
Terrence Smith	February 2021	January 31, 2027

The term for Charles Jones will expire at the end of January 2025. We will check with him to see if he wishes to remain on this board. We will also start advertising the position on social media and Channel 3. This is just an FYI. This will not be on the agenda for Tuesday's meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.J. **FYI** - Construction Board of Adjustment and Appeals. (Two terms expire 1/31/2025.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding appointments to the Construction Board of Adjustment and Appeals.

Background Information:

Construction Board of Adjustment and Appeals Appointed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
David Waldron - Chairman	February 1995	January 31, 2028
Felicia Anderson	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2027
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2027
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2028

The terms for Lance Lee and Tammy Russell will expire at the end of January 2025. We will contact them to see if they wish to remain on this board. We will also begin advertising these positions on social media and Channel 3. This is just an FYI. This will not be on the agenda for Tuesday's meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 2, 2025

Item #: 14.K. **FYI - Parks & Recreation Advisory Committee.** (Two terms expire 1/31/2025.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding appointments to the Parks and Recreation Advisory Committee.

Background Information:

Parks and Recreation Advisory Committee Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Steve Noe - Vice-Mayor - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2027
Laura Davidson	March 2021	January 31, 2025
Chuck Isbell	November 2021	December 31, 2026
Kevin Oliver	July 2024	December 31, 2025
Jiles Perry	March 2021	January 31, 2025
Mary Jane Skinner	October 2024	May 31, 2027

The terms for Laura Davidson and Jiles Perry will expire at the end of January 2025. We will contact them to see if the wish to remain on this committee. We will also start advertising these positions on social media and Channel 3. This is just an FYI. This will not be on the agenda for Tuesday's meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A

**CITY OF LA VERGNE FEE SCHEDULE
FOR FISCAL YEAR 2024-2025**

Name / Purpose of Fee	2024 - 2025		2023 - 2024		2022 - 2023		LMC / Ordinance Reference
Codes Department							
• Impact Fees							
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Hospital (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Industrial (per 1,000) sf	\$44	\$44	\$43	\$43	\$43	\$43	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
- Mobile Home Park (per Pad)	\$193	\$193	\$189	\$189	\$189	\$189	Ord. #2020-18
- Multi-Family (per Dwelling)	\$161	\$161	\$157	\$157	\$157	\$157	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$102	\$102	\$100	\$100	\$100	\$100	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$63	\$63	\$62	\$62	\$62	\$62	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$106	\$106	\$104	\$104	\$104	\$104	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$213	\$213	\$208	\$208	\$208	\$208	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Mobile Home Park (per Pad)	\$1,190	\$1,190	\$1,163	\$1,163	\$1,163	\$582	Ord. #2020-18
- Multi-Family (per Dwelling)	\$981	\$981	\$959	\$959	\$959	\$480	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$1,307	\$1,307	\$1,278	\$1,278	\$1,278	\$639	Ord. #2020-18
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Hospital (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Industrial (per 1,000) sf	\$117	\$117	\$114	\$114	\$114	\$114	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	\$48	\$48	Ord. #2020-18
- Mobile Home Park (per Pad)	\$508	\$508	\$497	\$497	\$497	\$497	Ord. #2020-18
- Multi-Family (per Dwelling)	\$421	\$421	\$412	\$412	\$412	\$412	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$270	\$270	\$264	\$264	\$264	\$264	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$166	\$166	\$162	\$162	\$162	\$162	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$279	\$279	\$273	\$273	\$273	\$273	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$561	\$561	\$548	\$548	\$548	\$548	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$49	\$49	\$48	\$48	\$48	\$48	Ord. #2020-18
* Road Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	50% Assessment Rate	
Land Use Type (Unit)							
- Day Care Center (per 1,000 sf)	\$4,617	\$4,617	\$4,514	\$4,514	\$4,514	\$2,257	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$1,739	\$1,739	\$1,700	\$1,700	\$1,700	\$850	Ord. #2020-18
- Hospital (per 1,000 sf)	\$4,334	\$4,334	\$4,237	\$4,237	\$4,237	\$2,119	Ord. #2020-18
- Industrial (per 1,000) sf	\$2,108	\$2,108	\$2,061	\$2,061	\$2,061	\$1,031	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$941	\$941	\$920	\$920	\$920	\$460	Ord. #2020-18
- Mobile Home Park (per Pad)	\$2,517	\$2,517	\$2,461	\$2,461	\$2,461	\$1,231	Ord. #2020-18
- Multi-Family (per Dwelling)	\$3,684	\$3,684	\$3,602	\$3,602	\$3,602	\$1,801	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$2,644	\$2,644	\$2,585	\$2,585	\$2,585	\$1,293	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$5,599	\$5,599	\$5,474	\$5,474	\$5,474	\$2,737	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$2,807	\$2,807	\$2,744	\$2,744	\$2,744	\$1,372	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$7,421	\$7,421	\$7,255	\$7,255	\$7,255	\$3,628	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$4,752	\$4,752	\$4,646	\$4,646	\$4,646	\$2,323	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$1,089	\$1,089	\$1,065	\$1,065	\$1,065	\$533	Ord. #2020-18
• Miscellaneous							
* Application fee for the construction of cellular antenna towers for cellular telecommunications services or personal	\$1,000		\$1,000		\$1,000		Zoning Ordinance 4.120(B)
* Construction Board of Adjustments and Appeals Application (non-refundable)	\$100		\$100		\$100		LMC 12-1305
• Permits							
* Blasting Permits	\$100		\$100		\$100		LMC 7-403
* Building Permits							
- Building Permit Extension or Renewal							
• All other	\$150		\$150		\$150		
• Industrial	\$300		\$300		\$300		
• Residential/Multifamily	\$55		\$55		\$55		
- Complete Building or Build Out							
• All other	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Industrial	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
• Residential/Multifamily	\$0.35/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
* Deck Permit	\$50		\$50		\$50		LMC 12-103
* Demolition Permit	\$100		\$100		\$100		LMC 12-103