

WORKSHOP AGENDA

Board of Mayor and Aldermen

February 27, 2025 @ 5:30 PM

For the March 4, 2025 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: January 30, 2025 Workshop and February 4, 2025 Regular Meeting.
2. Presentations:
 - A. Certificates of Appreciation. (Meeting only.)
 - B. Kimley-Horn - Data Collection Findings - Asset Management Services - Street Paving. (Workshop 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. Second Reading - **Ordinance #2025-03** - An Ordinance to Amend Title 2 of the La Vergne Municipal Code Regarding Boards and Commissions, Etc.
6. Second Reading - **Ordinance #2025-04** - An Ordinance to Amend Title 1, Chapter 1, Section 1-103 of the La Vergne Municipal Code Regarding the Public Comment Period.
7. Second Reading - **Ordinance #2025-05** - An Ordinance to Amend the Fiscal Year 2024-2025 Drug Fund Budget.
8. Second Reading - **Ordinance #2025-06** - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding Impact Fees.

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.)

9. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:
 - 1. BuyBoard Contract Purchase - Ballistic Vests for the Police Department SWAT Team.
 - 2. Bid - Construction of Brookside Park.
 - 3. Approve Amended Purchase of Shipping Containers for Temporary Fire Training Facility.
- B. Approve Renewal of the Cooperation with Civilian Law Enforcement Officials Agreement with the Department of the Navy, Naval Surface Warfare Center for Equipment to be Used by the Police Department.
- C. Approve Amendment #2 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Fergus Road Interceptor Sewer Project.
- D. Approve Amendment #4 to the Professional Services Agreement with Ragan-Smith-Associates, LLC for Design Phase Services for the Proposed South Waldron Road Widening Project.
- E. Approve Amendment #5 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for Construction Phase Services for the Proposed Blair Road West Extension Project.
- F. Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Preparation of the ADA Transition Plan.
- G. Approve Facility Use Permit with the YMCA for a Youth Soccer Program.
- H. Approve Change Order #6 (Final) with Romach Construction Company for the Construction of the New Fire Station #41 / Headquarters.
- I. Approve a Master Services Agreement with Flock Group, Inc. for a Trial Evaluation of an Automated License Plate Recognition System.
- J. Approve Agreement for Engineering Services with CTI Engineers, Inc., for the Design and Construction of a Replacement for the Walnut Ridge Low Pressure Sewer System.

NEW BUSINESS

- 10. First Reading - **Ordinance #2025-07** - An Ordinance to Amend Title 14, Chapter 6 of the La Vergne Municipal Code by Adding Sinkhole Protections to the Stormwater Management Ordinance. (This received a favorable recommendation from the Stormwater Appeals and Advisory Board on February 3, 2025.)
- 11. First Reading - **Ordinance #2025-08** - An Ordinance to Amend Title 14, Chapter 1, Section 14-105 and Title 14, Chapter 8, Section 14-809 of the La Vergne Municipal Code Regarding the Public Comment Period.

12. First Reading - **Ordinance #2025-09** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.
13. First Reading - **Ordinance #2025-10** - An Ordinance to Amend the City of La Vergne Fee Schedule by Creating a Special Assessment Zone, Known as the "Waldron Road Sanitary Sewer Special Assessment Zone."
14. **Resolution #2025-03** - A Resolution to Amend the Social Media Policy for the City of La Vergne.
15. **Resolution #2025-04** - A Resolution to Approve a Land Acquisition Policy for the South Waldron Road Widening Project.
16. **Resolution #2025-05** - A Resolution to Accept Phase 2 of the Carothers Crossing Subdivision. (Received a favorable recommendation from the Planning Commission on January 28, 2025.)
17. **Resolution #2025-06** - 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
18. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Parks & Recreation Advisory Committee. (One term is vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JANUARY 30, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The January 30, 2025 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that Vice-Mayor Noe would lead the prayer and that Alderman Hobbs would lead the Pledge of Allegiance at the Regular Meeting on February 4, 2025.

ORDER OF BUSINESS

1. **Approve Minutes: January 2, 2025 Workshop, January 7, 2025 Public Hearing and January 7, 2025 Regular Meeting.**

Mayor Cole stated that we would vote on this at the Tuesday night meeting.

2. **Presentations:**
 - A. **2025 Best Places to Work in Tennessee - Andrew Patton.** HR Director Andrew Patton gave a presentation and presented an award for the City for Best Places to Work in Tennessee 2025.

3. **Public Comment Period.**

No action was taken.

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

Department reports will be given at the February 4, 2025 meeting. No action was taken.

OLD BUSINESS

5. **Second 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.

No action was taken.

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

Mayor Cole explained the ordinance.

No action was taken.

7. **Second 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 was held on January 7, 2025.)**

Mayor Cole explained the ordinance.

No action was taken.

8. **Second 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.**

Mayor Cole explained the ordinance.

No action was taken.

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.)

9. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. NASPO / State Contract Purchase - City Hall Mail Machine Lease with Pitney Bowes.
2. Bid - Waldron Road Sewer Assessment Zone.

B. Approve Change Order #3 with Isinguard Construction Group, Inc. for the 2019 Interceptor Improvements Project.

C. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.

D. Approve Change Order #6 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

E. Approve Agreement with Hands on Nashville for Volunteer Management, Recruiting, and Advertising for Stormwater Events.

Mayor Cole explained each item.

Emergency Dispatch Manager Erin Speck approached the podium to explain the GetResQ911 for the Police Department dispatch services. A discussion ensued.

NEW BUSINESS

10. First Reading - Ordinance #2025-03 - An Ordinance to Amend Title 2 of the La Vergne Municipal Code Regarding Boards and Commissions, Etc.

Mayor Cole explained the ordinance.

No action was taken.

11. First Reading - Ordinance #2025-04 - An Ordinance to Amend Title 1, Chapter 1, Section 1-103 of the La Vergne Municipal Code Regarding the Public Comment Period.

Mayor Cole explained the ordinance.

No action was taken.

12. First Reading - Ordinance #2025-05 - An Ordinance to Amend the Fiscal Year 2024-2025 Drug Fund Budget.

Mayor Cole explained the ordinance.

No action was taken.

13. Resolution #2025-01 - A Resolution to Amend the Employee Handbook.

Mayor Cole explained the resolution.

Mr. Patton approached the podium to explain the changes on the handbook.

No action was taken.

14. Resolution #2025-02 - 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.

15. Appoint or Remove Board / Committee Members:

- A. Beautification and Arts Advisory Committee.** Mayor Cole explained the committee vacancies.
- B. Board of Zoning Appeals.** Mayor Cole explained the board vacancies.
- C. Construction Board of Adjustment and Appeals.** Mayor Cole explained the board vacancies.
- D. Parks & Recreation Advisory Committee.** Mayor Cole explained the committee vacancies.

16. First Reading - Ordinance #2025-06 - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding Impact Fees.

Mayor Cole explained the ordinance. A discussion ensued.

No action was taken.

17. Motion to Approve a Non-Binding Letter of Intent Concerning the Proposed Purchase and Sale of the Property Located at 5175 Murfreesboro Road from Guernsey Holdings ZRC Propco LLC.

Mayor Cole explained the motion. A discussion ensued.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs made comments about the public comment period. City Administrator Bruce Richardson explained. She asked about the traffic calming study. She also reminded everyone about the Father-Daughter Dance.

Alderman Coates congratulated staff on the 2025 Best Place to Work award. He stated that it was good to see utility pole removed from the round-about.

Alderman Haas stated that she looked forward to the Father-Daughter Dance and offered to take pictures. She thanked Public Works for their hard work during the snow storm.

Vice-Mayor Noe thanked Public Works for their hard work on the roads. He asked everyone to please keep Tom Broeker and family in their prayers.

Mayor Cole thanked Public Works for their hard work fixing the water line break during the cold weather and at Washtopia. He reminded everyone about the Father-Daughter Dance this weekend.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:48 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 FEBRUARY 4, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The February 4, 2025 regular workshop 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 Kara Hobbs, Alderman Carol Haas, and Alderman Graeme Coates

A prayer was led by Vice-Mayor Noe and the Pledge of Allegiance was led by Alderman Hobbs.

ORDER OF BUSINESS

1. Approve Minutes: January 2, 2025 Workshop, January 7, 2025 Public Hearing and January 7, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the January 2, 2025 Workshop, January 7, 2025 Public Hearing and January 7, 2025 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

3. Department Reports:

- A. Police Department.** Deputy Chief Hatcher 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. Finance Department.** Ms. Danielle Brown gave the report for the Finance Department.

- E. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

4. **Second 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 Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2024-17, on second reading, was adopted following a roll-call vote.

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

5. **Second 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 Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2024-18, on second reading, was adopted following a roll-call vote.

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

6. **Second 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 was held on January 7, 2025.)**

A motion was made by Alderman Coates, seconded by Alderman Haas, to approve Ordinance #2025-01, on second reading, was adopted following a roll-call vote.

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

7. Second 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.

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2025-02, on second reading, was adopted following a roll-call vote.

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

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

8. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:**
 - 1. NASPO / State Contract Purchase - City Hall Mail Machine Lease with Pitney Bowes.
 - 2. Bid - Waldron Road Sewer Assessment Zone.
- B. Approve Change Order #3 with Isinguard Construction Group, Inc. for the 2019 Interceptor Improvements Project.**
- C. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.**
- D. Approve Change Order #6 with Baron Construction, LLC for the Public Works and Community Development Services Facility.**
- E. Approve Agreement with Hands on Nashville for Volunteer Management, Recruiting, and Advertising for Stormwater Events.**

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

NEW BUSINESS

9. First Reading - Ordinance #2025-03 - An Ordinance to Amend Title 2 of the La Vergne Municipal Code Regarding Boards and Commissions, Etc.

A motion was made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-03, on first reading, was adopted following a roll-call vote.

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

10. First Reading - Ordinance #2025-04 - An Ordinance to Amend Title 1, Chapter 1, Section 1-103 of the La Vergne Municipal Code Regarding the Public Comment Period.

A motion was made by Alderman Hobbs, seconded by Mayor Cole, to approve Ordinance #2025-04, on first reading, was adopted following a roll-call vote.

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

11. First Reading - Ordinance #2025-05 - An Ordinance to Amend the Fiscal Year 2024-2025 Drug Fund Budget.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2025-05, on first reading, was adopted following a roll-call vote.

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

12. Resolution #2025-01 - A Resolution to Amend the Employee Handbook.

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2025-01, was adopted following a roll-call vote.

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

Mayor Cole

AYE

13. Resolution #2025-02 - 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 Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2025-02, was adopted following a roll-call vote.

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

14. Appoint or Remove Board / Committee Members:

- A. Board of Zoning Appeals.** Mayor Cole appointed Charlie Jones to the Board of Zoning and Appeals. The Board confirmed the appointment with all voting AYE.
- B. Construction Board of Adjustment and Appeals.** A motion, made by Mayor Cole, seconded by Alderman Haas, to appoint Lance Lee and Tammy Russell, to the Construction Board of Adjustment and Appeals, was adopted with all voting AYE.
- C. Parks & Recreation Advisory Committee.** Mayor Cole appointed Jiles Perry to the Parks & Recreation Advisory Committee. The Board confirmed the appointment with all voting AYE.

15. First Reading - Ordinance #2025-06 - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding Impact Fees.

A motion was made by Mayor Cole, seconded by Alderman Coates, to approve Ordinance #2025-06, on first reading, was adopted following a roll-call vote.

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

16. Motion to Approve a Non-Binding Letter of Intent Concerning the Proposed Purchase and Sale of the Property Located at 5175 Murfreesboro Road from Guernsey Holdings ZRC Propco LLC.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve a Non-Binding Letter of Intent Concerning the Proposed Purchase and Sale of the Property Located at 5175 Murfreesboro Road from Guernsey Holdings ZRC Propco LLC, was adopted following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs thanked the Parks and Recreation Department for a great time at the Father-Daughter Dance.

Alderman Coates stated it was good to see people outdoors.

Alderman Haas thanked the Parks and Recreation Department for the successful Martin Luther King, Jr, Ceremony and the Father-Daughter Dance they have put on this year. She wished everyone a Happy Valentine's Day.

Mayor Cole thanked the Codes Department for their hard work.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:30 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 2.B. Kimley-Horn - Data Collection Findings - Asset Management Services
- Street Paving. (Workshop only.)

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Presentation - Pavement Program

Summary:

Pavement conditions always change, and the City hopes to stay ahead of the deterioration. This is an overview of pavement management, scope of work, and expected outcomes.

Background Information:

The city requested qualifications and proposals from qualified firms to which Kimley-Horn was awarded at the April 2, 2024, regular meeting.

Financial Summary:

The lump sum cost for this service was \$90,000. This was a budgeted item and funds for these services were paid out of the State Street Aid Fund.

Staff Recommendation:

N/A

Asset Management Services

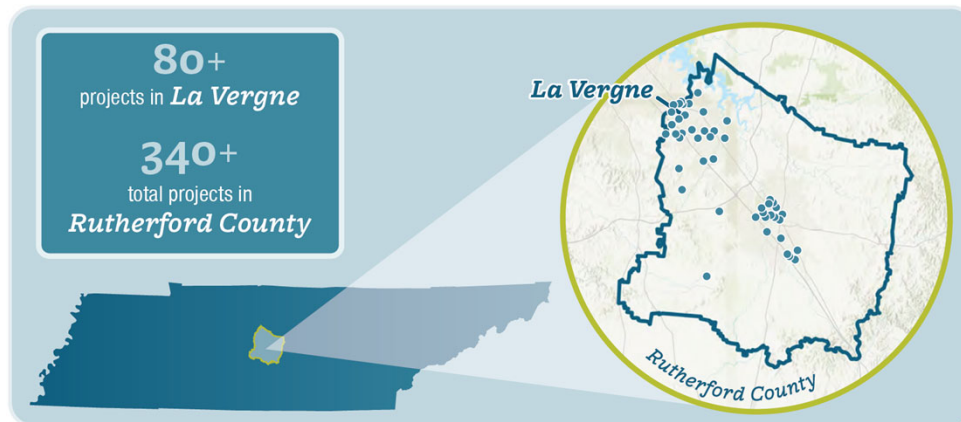
La Vergne, TN Council Workshop
February 27th 2025

Kimley»Horn



Introduction

- Kimley-Horn
 - Local experience, national expertise
 - Best-in-class data collection technologies
 - Leverage transportation planning and roadway design experience



 Founded in 1967	 7,400+ Employees
 120+ Offices	 Experienced and Licensed in all 50 States
 16 years of Fortune's "100 Best Companies to Work For"	 #9 of Top 500 US Design Firms by Engineering News-Record-2023

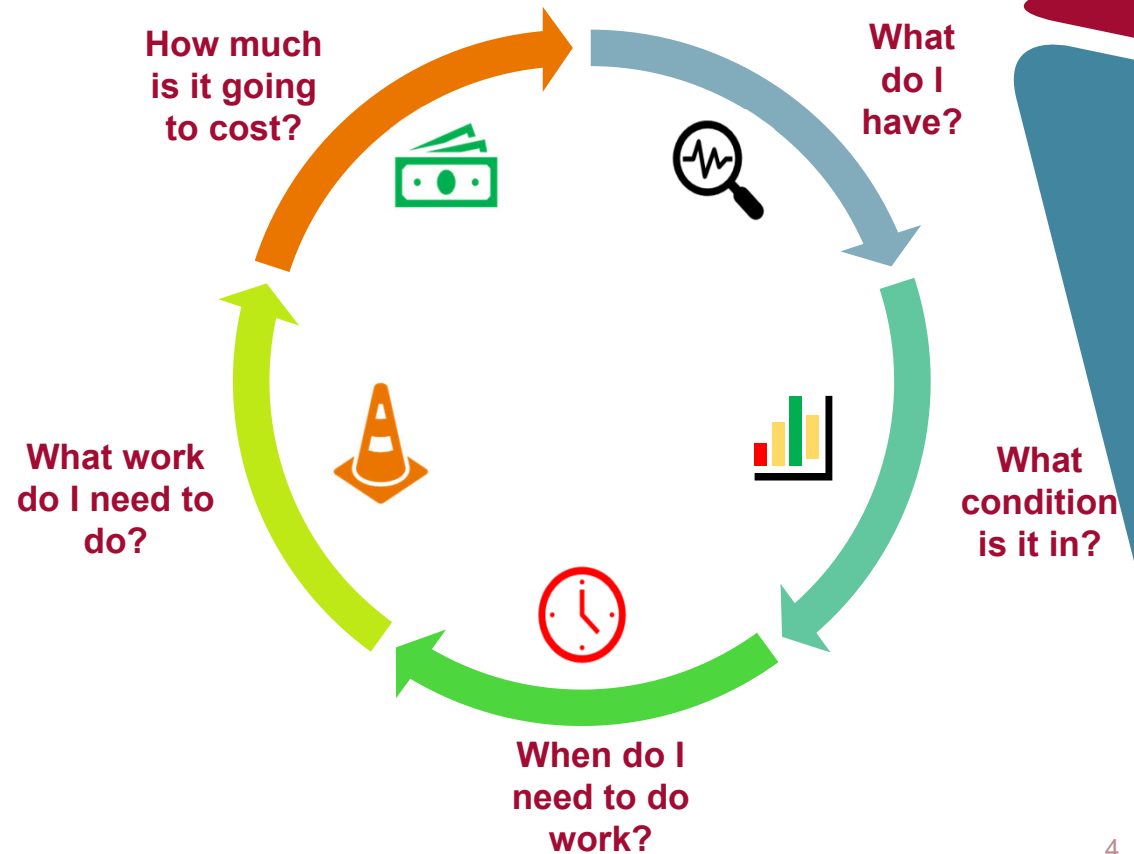
Overview

- Pavement Management Basics
 - 5-Step Process
 - Big picture: keep good roads in good condition
- General Scope of Work
 - Pre-Field: Mapping
 - Field: Data Collection
 - Post-Field: Analysis and Reporting
- Expected Outcomes
 - Annual budget target for paving repairs
 - Multi-year capital improvement plan (CIP)



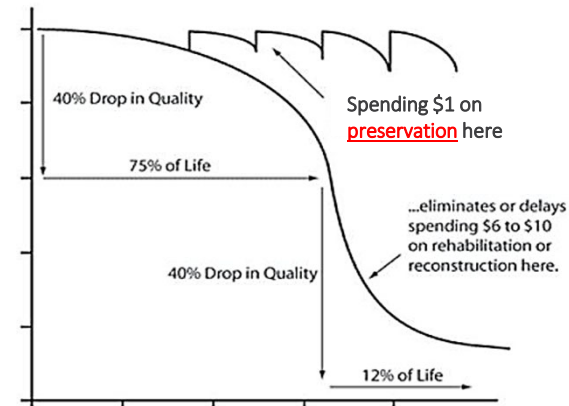
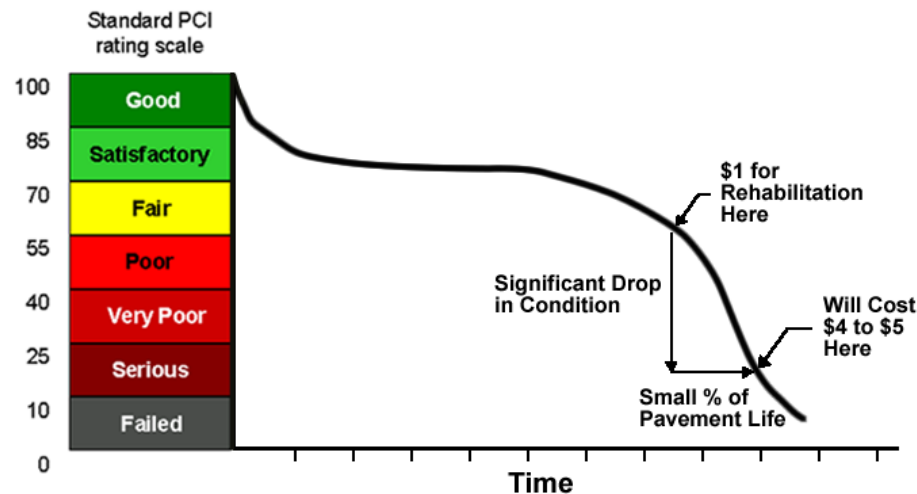
Pavement Management Basics

- The Challenge
 - Too much work, not enough money
 - How to optimize?
- 5-step process for effective Pavement Management
- Bottom Line
 - Keep good roads in good condition
 - Fix it now or pay more to fix it later



Pavement Deterioration

- Pavement conditions are constantly changing
- Goal is to stay ahead of the deterioration curve
- Apply the right treatment at the right place at the right time



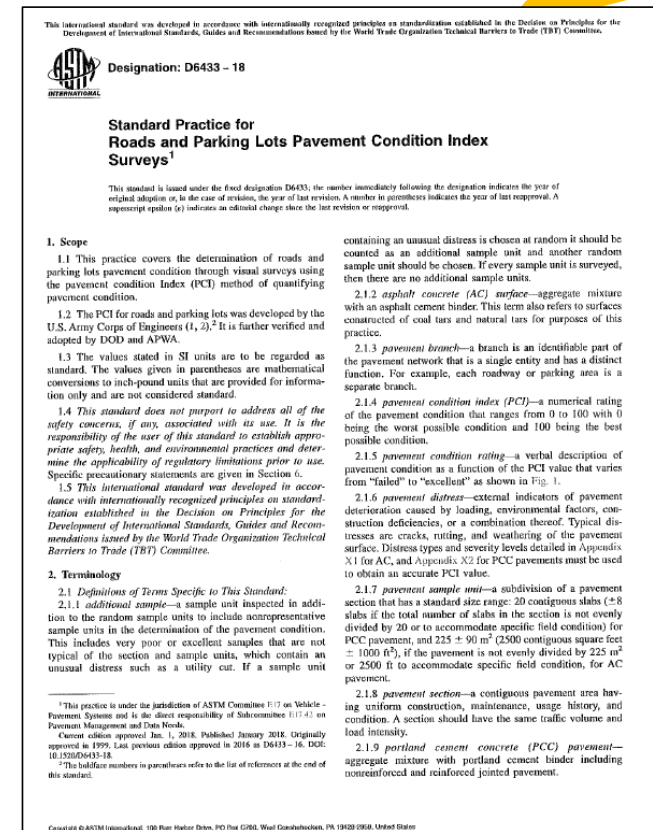
What Condition Is It In?

- Field inspections
 - Objective assessment
 - Automated data collection
 - Condition & distress identification
- ASTM D6433 Methodology
 - Pavement Condition Index (PCI)
- Inspect on regular basis
 - 3-5 years is typical

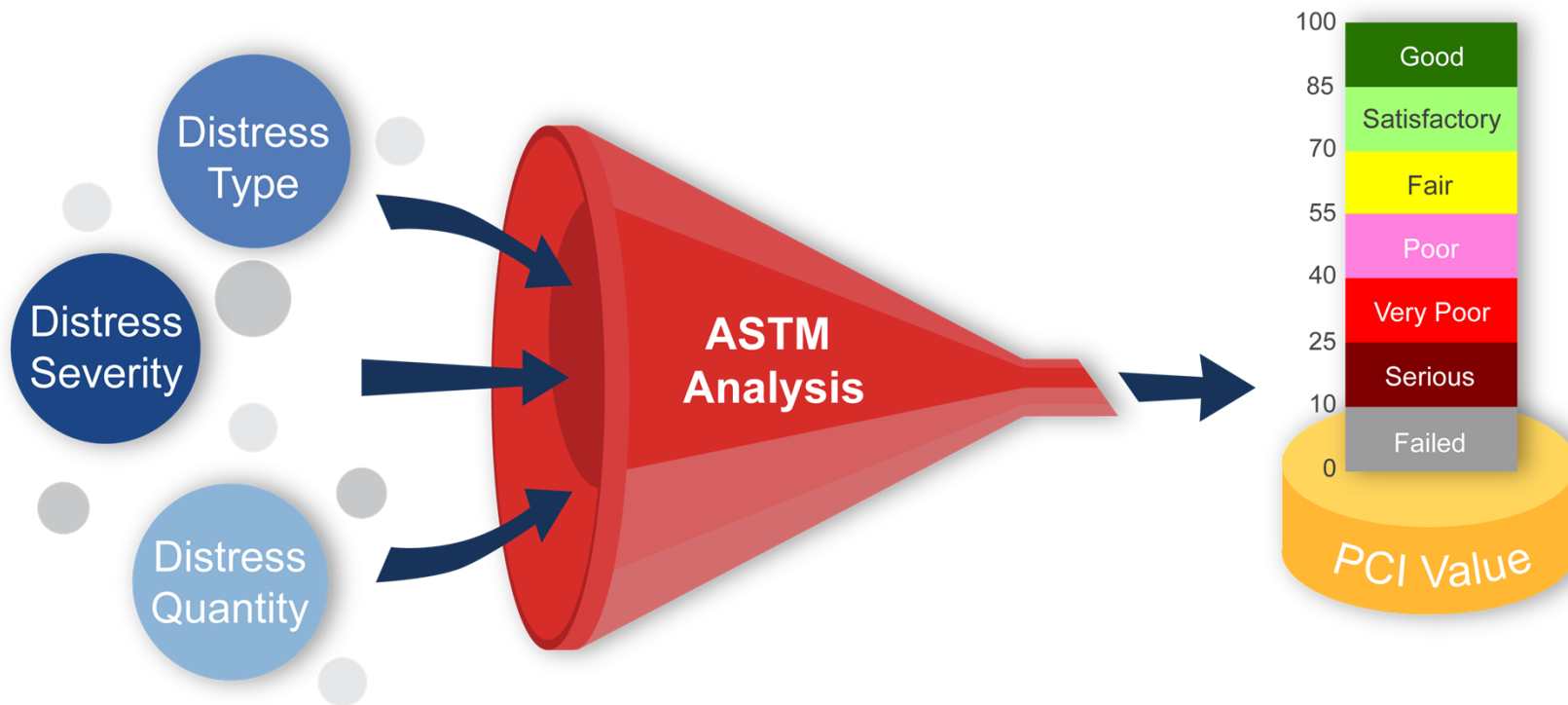


ASTM Methodology

- ASTM D6433
 - Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys
- Pavement Condition Index (PCI)
 - 100 (Excellent) – 0 (Failed) Scale
- Pavement distresses defined
 - Asphalt
 - Concrete

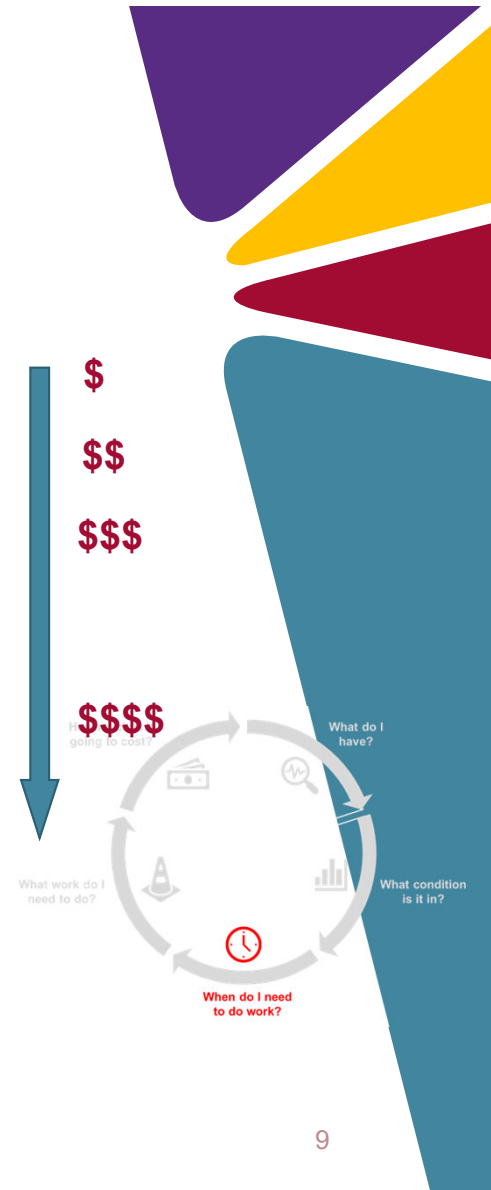
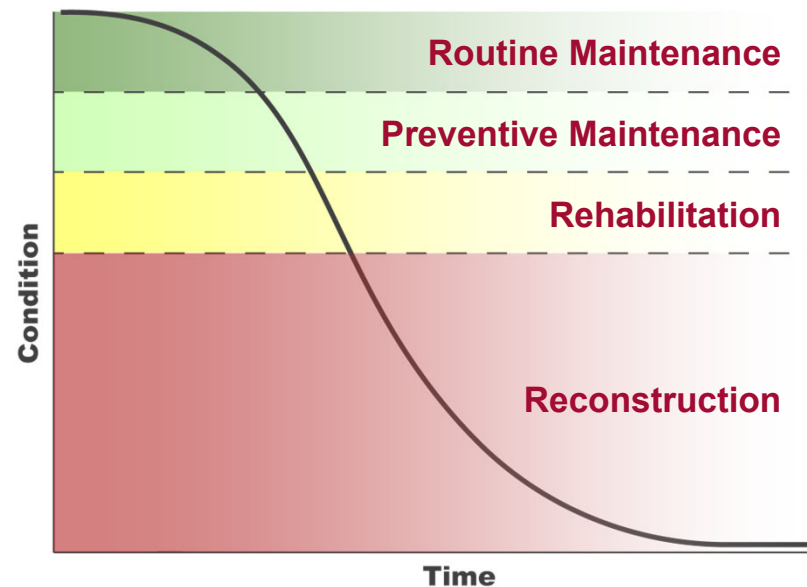


Pavement Condition Index (PCI)



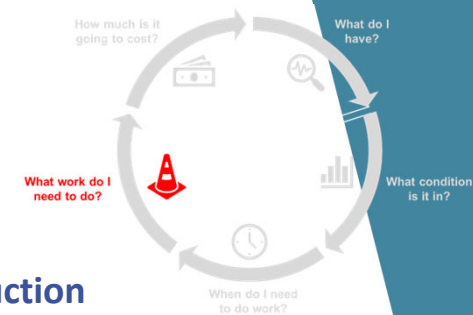
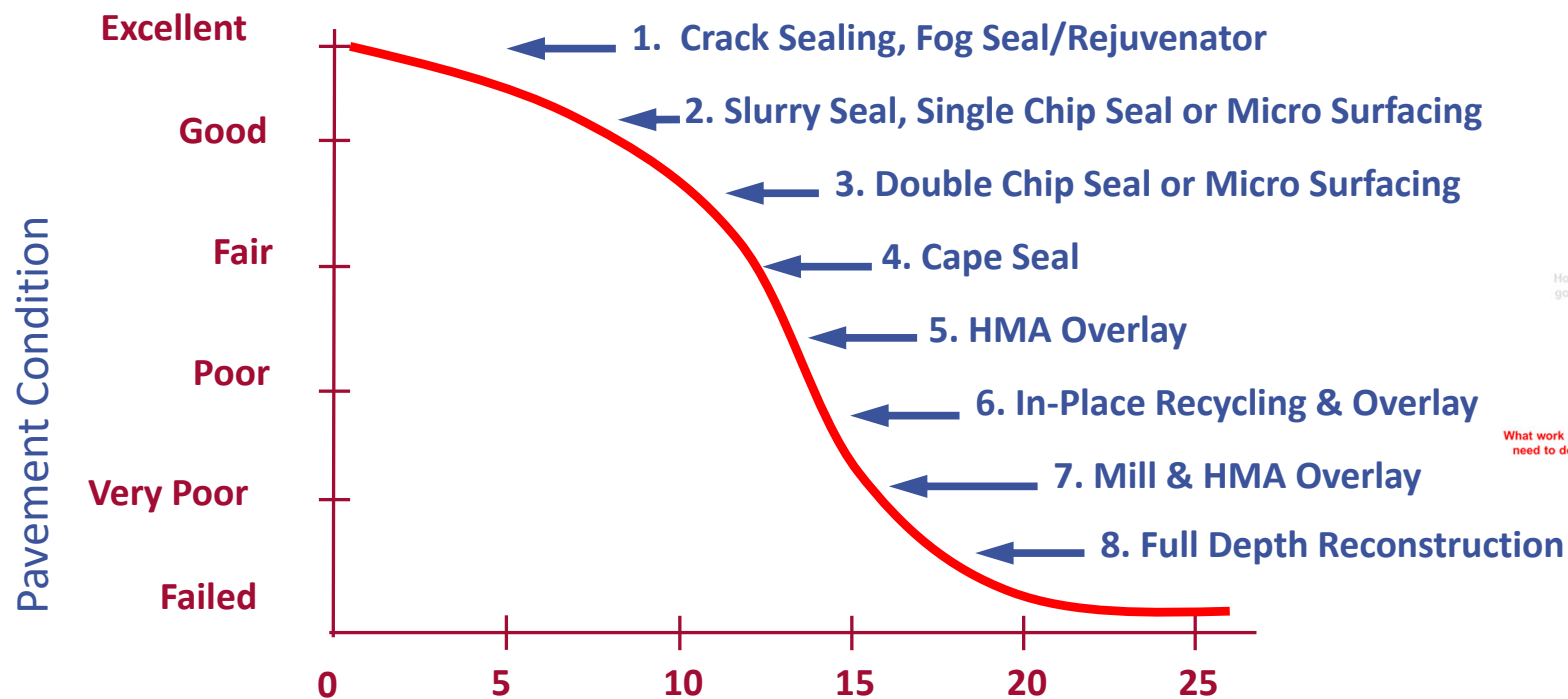
When Do I Need To Do Work?

- Repairs become more expensive as conditions deteriorate
- Find the 'sweet spot' to balance cost and performance



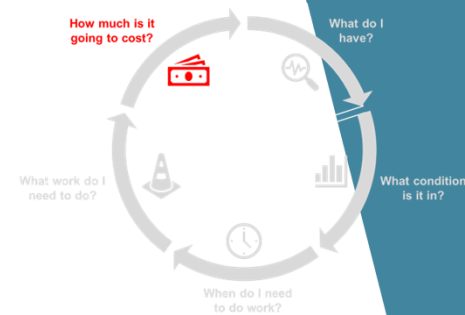
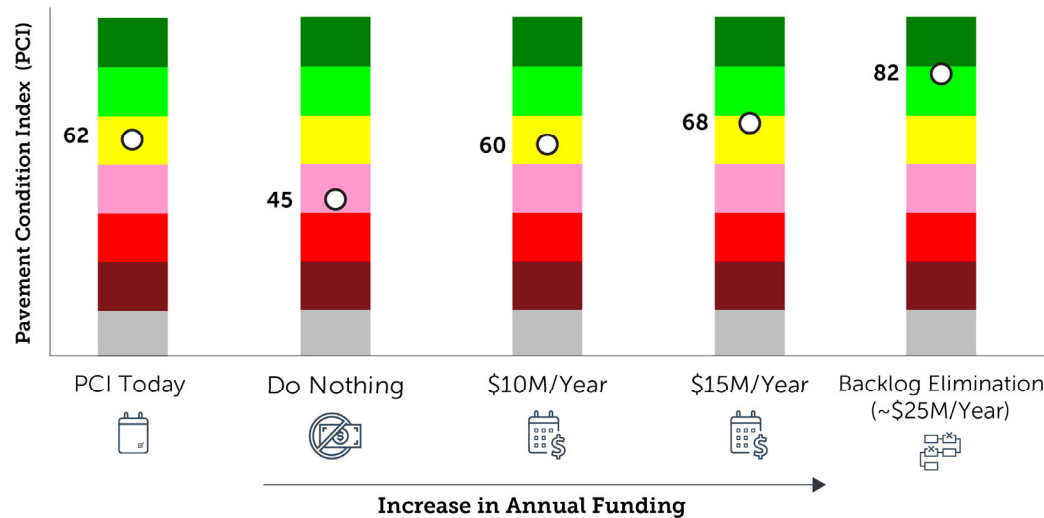
What Work Do I Need To Do?

- Define Treatment Toolbox



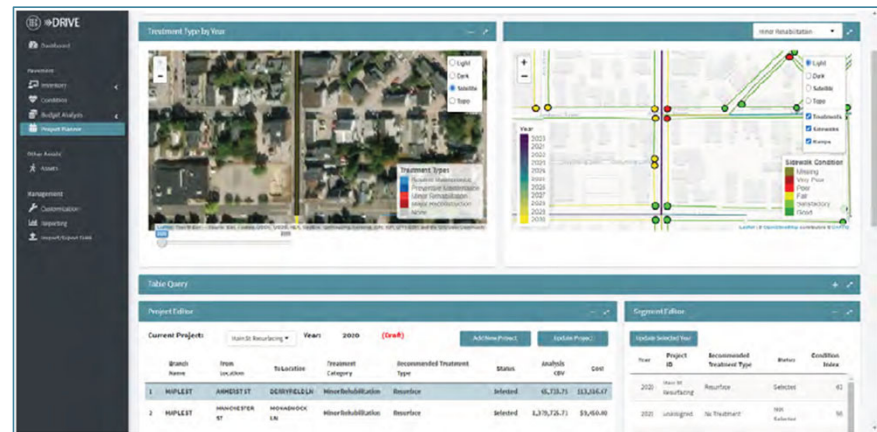
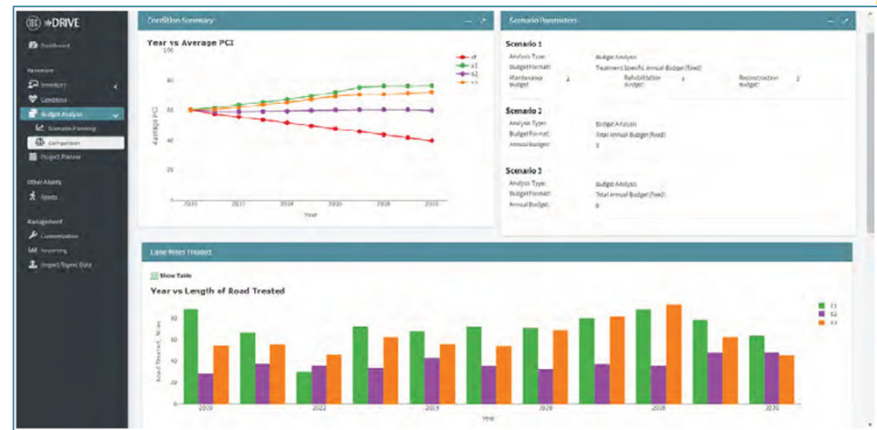
How Much Is It Going To Cost?

- Explore budget strategies
 - Budget-driven vs. performance target-driven
- Consequence of deferral
 - “Spend money now or spend more money later”

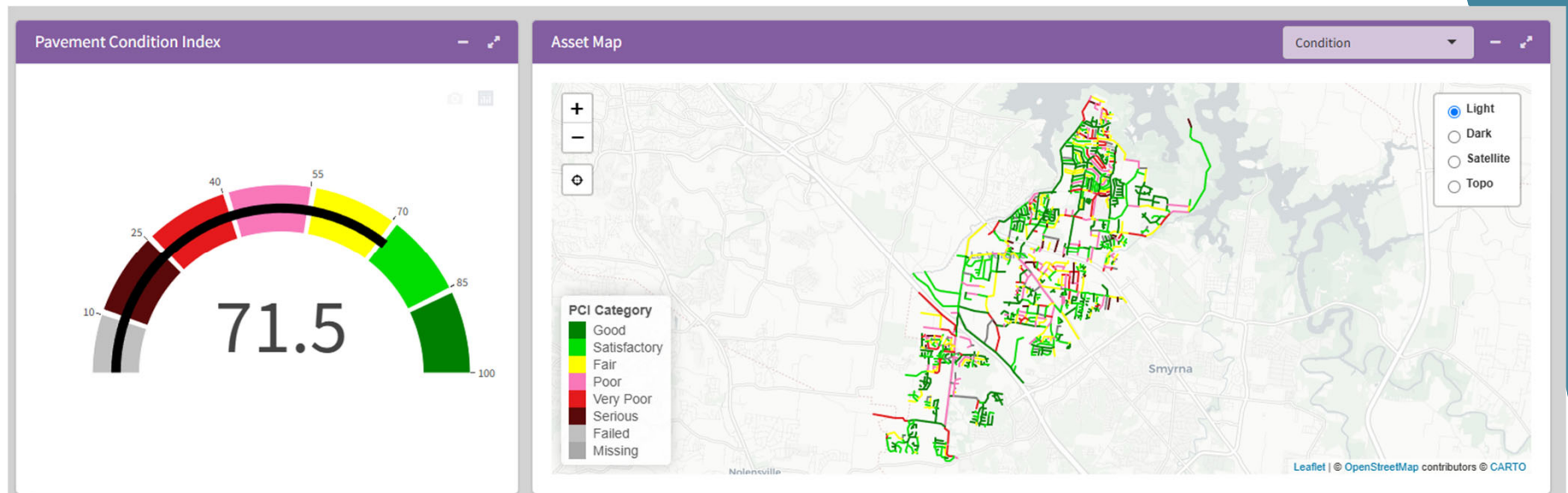


Project Planning: DRIVE

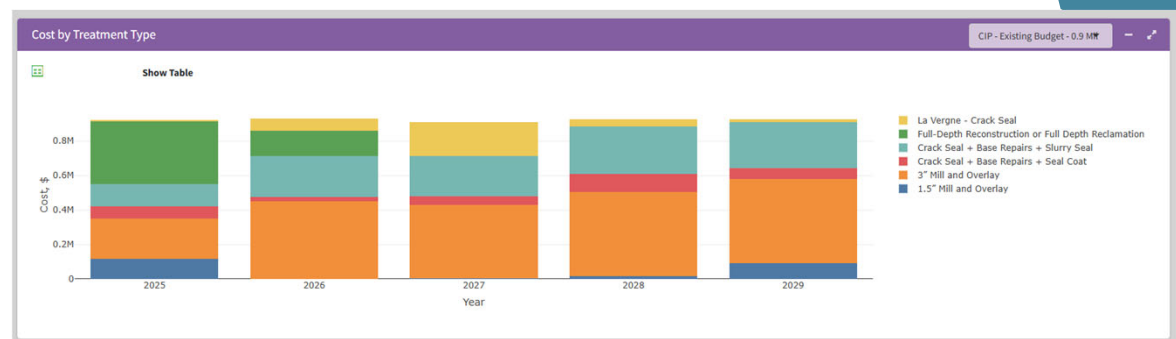
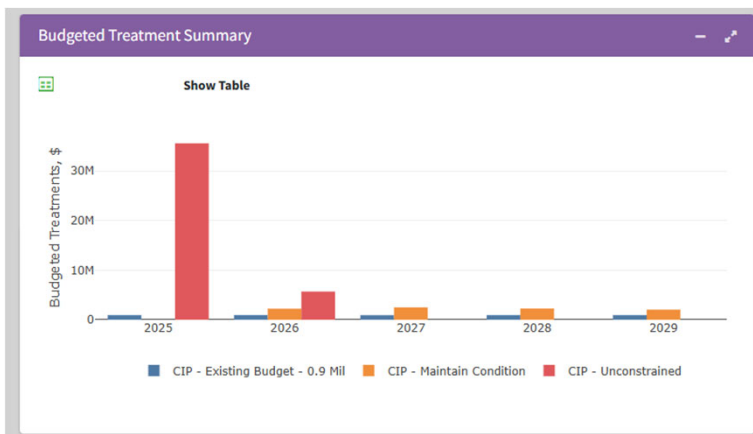
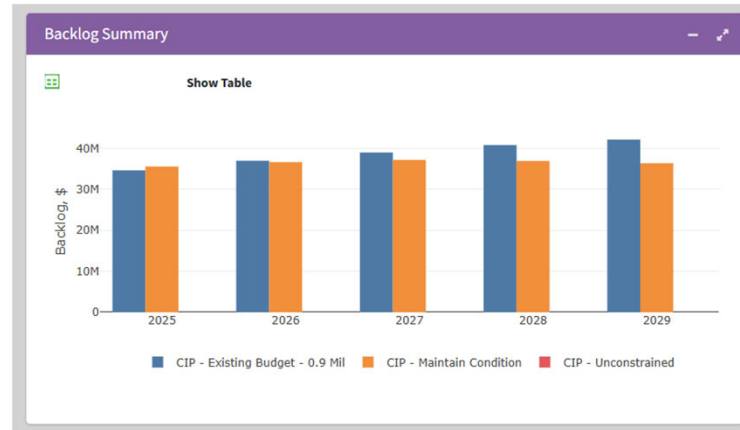
- Database for Roadway Inventory Visualization and Evaluation
- Kimley-Horn Technology Solution
- Use DRIVE to help develop multi-year work plan



Results – Network Condition



Results – Existing Budget



Results – 2024-2025 FY

Project Overview

Export Selected to Work History

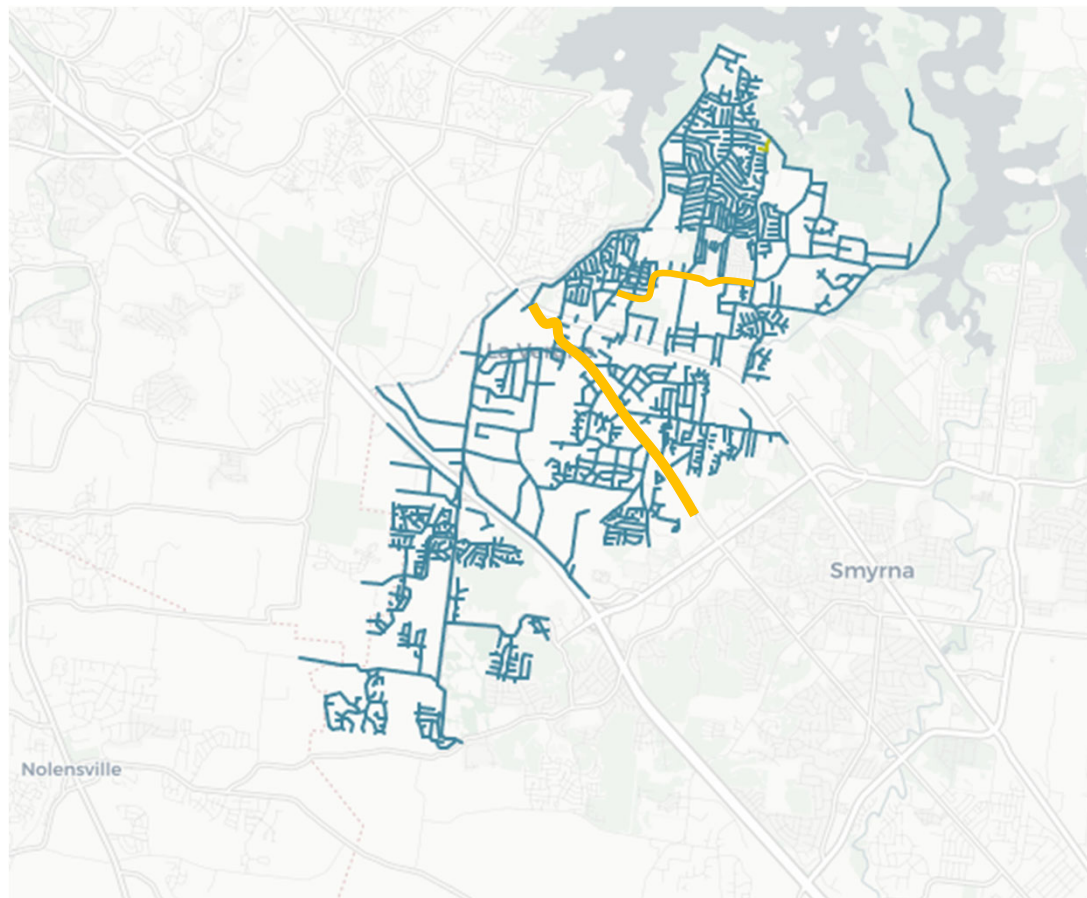
Year	Project ID	Segment Count	Total Funded (\$)	Treatments Included
1	All	All	All	All
2025	Old Nashville Highway	22	\$886,047.52	3" Mill and Overlay, Full-Depth Reconstruction or Full Depth Reclamation
2025	Sand Hill Road	10	\$519,315.65	3" Mill and Overlay, Full-Depth Reconstruction or Full Depth Reclamation

Budget Overview (5 % Allowable Overage)

Modify Budget

Category	2025
All	All
Total Budget	\$900,000
Project Routine Maintenance Total	\$0
Project Maintenance Total	\$0
Project Rehabilitation Total	\$528,085
Project Reconstruction Total	\$877,278
Project Grand Total	\$1,405,363

Results – 2024-2025 FY



Questions?





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 5. Second Reading - **Ordinance #2025-03** - An Ordinance to Amend Title 2 of the La Vergne Municipal Code Regarding Boards and Commissions, Etc.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-03

Summary:

This is an ordinance to amend Title 2 of the La Vergne Municipal Code that includes some chapter and section renumbering, changes to the public comment period section, and combines the Greenway Advisory Committee and the Beautification and Arts Advisory Committee.

Background Information:

Changes to the boards and committees sections has been discussed for the last two months. This is a culmination of the requested changes by the Board of Mayor and Aldermen. Changes made by this ordinance include:

1. Making changes to Section 2-107 regarding the public comment period. This adds another venue to allow the public to sign up to speak at boards and committees that are required by state law to provide this opportunity. Staff will create a form on the city's website to allow anyone to sign up to speak by 12:00 p.m. on the day of the meeting in question. This also still requires the paper sign-up sheet to be provided up to 15 minutes prior to the meeting in question. Anyone who signs up online does not have to sign the paper sign-up sheet.
2. Adding the duties of the Greenway Advisory Committee to the duties of the Beautification and Arts Advisory Committee in Section 2-502, which combines the two committees. The Greenway Advisory Committee will no longer exist following passage of this ordinance.

3. Cleaning up the chapter and section numbering to make everything flow as it should in the title.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-03

AN ORDINANCE TO AMEND TITLE 2 OF THE LA VERGNE MUNICIPAL CODE REGARDING BOARDS AND COMMISSIONS, ETC.

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

SECTION I. Title 2 of the La Vergne Municipal Code is hereby amended to read as follows:

TITLE 2

BOARDS AND COMMISSIONS, ETC.

CHAPTER 1 IN GENERAL

Sec. 2-101. Applicability.

Unless specified otherwise, the following shall apply to the boards and committees located in this title.

Sec. 2-102. Membership.

Members shall be appointed from the general constituency without regard to location of such member's residence within the City of La Vergne to include, to the extent reasonably possible, the broadest representation of people involved with or interested in the various and diverse aspects of that board or committee, having backgrounds, experience, talents and expertise in the areas of responsibility for that board or committee that would be beneficial to the city. One (1) member shall be appointed from the board of mayor and aldermen. The alderman appointed shall serve as chairman of the board or committee.

Sec. 2-103. Appointment, terms of office and vacancies.

Members shall be appointed by the mayor and confirmed by the board of mayor and aldermen, and shall serve at the pleasure of the board. Members shall be appointed for a four (4) year term. Members shall be eligible for re-appointment. In case of any vacancies on the committee, vacancies shall be filled for the unexpired term.

Members shall vacate their membership by resignation or by removal by the board of mayor and aldermen. Members may be removed by the board of mayor and aldermen at the request of the chairman of the board or committee and the department head responsible for that board or committee, if the member is absent from two (2) or more scheduled meetings in a row. The alderman appointed to serve as chairman shall vacate the chairmanship by resignation, upon departure from the board of mayor and aldermen, or by removal by the board of mayor and aldermen.

Sec. 2-104. General administration.

- (1) At its first meeting of each year, the board or committee shall elect a vice-chairman from among the members of the board or committee.
- (2) It shall be the duty of the chairman to preside over all meetings of the board or committee. The vice-chairman shall preside at all meetings where the chairman is absent. A majority of the members of the board shall constitute a quorum for the transaction of business, and a majority vote of those present shall be necessary to carry any recommended action.
- (3) The board or committee shall not have any authority over employees of the city, the city's budget or property of the city, but shall act solely as an advisory committee. The board or committee shall determine their own schedule for meetings, keeping of minutes, and other details of the board or committee's functions. The city administrator or his designee will provide the necessary staff support for work of the board or committee and shall act as the liaison to the city government on the behalf of the board or committee.

Sec. 2-105. Compensation.

The members of the board or committee shall serve without compensation, but may be reimbursed for reasonable and necessary expenses after approval by the city administrator.

Sec. 2-106. Order of business.

At each meeting of a board or committee in this chapter that consists of two (2) or more members, with the authority to make decisions for or recommendations to a public body on policy or administration, the following order of business shall be observed unless dispensed with by the chairperson with no objections of the members present:

- (1) Call to order by chairperson.
- (2) Determination of quorum.
- (3) Approval of minutes.
- (4) Public comment period.
- (5) Old business.
- (6) New business.
- (7) Adjournment.

Sec. 2-107. Public comment period.

A public comment period shall be conducted to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting in question during meetings of any public body of the City of La Vergne consisting of two (2) or more members,

with the authority to make decisions for or recommendations to a public body on policy or administration. Any person wishing to address the board or committee shall make such request by either: 1.) placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question; or, 2.) completing the online public comment form no later than 12:00 p.m. on the day of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than thirty (30) minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the chairperson may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The board or committee shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

CHAPTER 2 PARKS AND RECREATION ADVISORY COMMITTEE

Sec. 2-201. Creation and membership.

There shall be a Parks and Recreation Advisory Committee of the City of La Vergne (hereinafter referred to as "the committee") which shall serve as the advisory board of the parks and recreation program activities subject to the actions and policies of the board of mayor and aldermen.

The committee shall be constituted as a body of seven (7) members. One (1) member shall be appointed from each of the following general recreation constituencies without regard to the location of such member's residence within the City of La Vergne:

- (1) Primary and elementary age children;
- (2) Teen age children;
- (3) Young and middle age adults; and
- (4) Senior citizens.

Two (2) members shall be appointed from the general constituency without regard to the location of such member's residence within the City of La Vergne.

Sec. 2-202. Duties of the committee.

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

CHAPTER 3 LOCAL EMERGENCY PLANNING COMMITTEE

Sec. 2-301. Creation and membership.

There shall be a Local Emergency Planning Committee of the City of La Vergne, (hereinafter referred to as "the committee") which shall serve as an advisory committee, subject to the actions and policies of the board of mayor and aldermen.

There shall be twenty-two (22) members of the committee who shall be appointed by the mayor and confirmed by the board of mayor and aldermen, and who shall serve at the pleasure of the mayor and board. Two (2) members shall be appointed from the La Vergne Fire Department. Two (2) members shall be appointed from the La Vergne Police Department. One (1) member shall be appointed from the La Vergne Rescue Unit. Two (2) members shall be appointed from the La Vergne Public Works Department. Two (2) members shall be appointed from Rutherford County Public Entities. One (1) member shall be appointed from the La Vergne Finance Department. One (1) member shall be appointed from the water treatment plant. One (1) member shall be the city administrator. One (1) member shall be an environmental specialist. One (1) member shall be from the La Vergne Codes Department. One (1) member shall be from the American Red Cross. One (1) member shall be the parks and recreation director. One (1) member shall be from the information technology department. One (1) member shall be from the stormwater department. Three (3) members shall be appointed from La Vergne organizations or businesses that are required to file Tier II Emergency and Hazardous Chemical Reports. One (1) member shall be appointed by the mayor from the board of aldermen.

If the appointed member cannot attend a meeting or workshop, the agency or department may send a representative to act as a proxy in the appointed member's place.

Sec. 2-302. Role of the committee.

The committee is created to assist the board of mayor and aldermen and to advise the board in connection with issues and programs involving emergency services which may include:

- (1) Development, implementation and evaluation of the city's emergency plan;
- (2) Make recommendations for additional resources needed in an emergency;
- (3) Complete a comprehensive emergency response plan that addresses the following:
 - (a) Identification of facilities used during evacuation situations.
 - (b) Methods and procedures for response.
 - (c) Recommend a community emergency coordinator if the mayor does not wish to serve in this position.
 - (d) Implementation of the incident commander system.
 - (e) Evacuation plans.
 - (f) Descriptions of emergency equipment and facilities in the community and a listing of persons responsible for the equipment and facilities.
 - (g) Procedures for public notification.
 - (h) Training programs.

- (i) Responsible for pulling all emergency programs together for the betterment of the community.
- (j) Work to establish more grants for emergency operations.
- (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 emergency management issues.

CHAPTER 4 LA VERGNE LIBRARY BOARD

Sec. 2-401. Library board established.

There is hereby established a library board which shall consist of seven (7) members, who shall serve without compensation.

Sec. 2-402. Appointment and tenure of members; filling of vacancies.

Three (3) members of the library board shall be appointed by the board of mayor and aldermen for one (1) year terms, two (2) for two (2) year terms, and two (2) for three (3) year terms, and their successors for a term of three (3) years. Not more than one (1) member of the board of mayor and aldermen shall serve on this board. Not more than five (5) of the members shall be of the same sex. All members shall be residents of or employed by the City of La Vergne. Vacancies in the library board occurring otherwise than by normal expiration of a term shall be filled by the board of mayor and aldermen for the unexpired portion of the term.

Sec. 2-403. Removal from office and filling of vacancies therefrom.

Members of the library board serve at the pleasure of the board of mayor and aldermen and may be removed from office by majority vote of the board of mayor and aldermen with or without cause. Members may be removed by the board of mayor and aldermen at the request of the chairman of the board or committee and the library director, if the member is absent from two (2) or more scheduled meetings in a row.

Sec. 2-404. 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.

Sec. 2-405. Use of library.

The La Vergne public library shall be free to the inhabitants and residents of the city; however, the board may, in its discretion, extend the privilege and facilities of the library to persons residing outside the city upon such terms as it may deem proper. The library board shall have power to make and enforce rules providing penalties for loss of or injury to library property.

CHAPTER 5 BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Sec. 2-501. Creation and membership.

There shall be a Beautification and Arts Advisory Committee, (hereinafter referred to as "the committee") which shall serve as an advisory board, subject to the actions and policies of the board of mayor and aldermen.

The committee shall be constituted as a body of seven (7) members. One (1) member shall be appointed from the board of mayor and aldermen. The appointed board member shall serve as the chairman of the committee. Five (5) members shall be appointed from the general constituency without regard to the location of such member's residence within the City of La Vergne. One (1) member shall be appointed from the general constituency without regard to the location of such member's residence within Rutherford County.

Sec. 2-502. Role of the committee.

The purpose of the committee is to advise and assist the City of La Vergne, its elected officials, citizens and staff, and serve as an advocate in the city's decision-making process for artistic and cultural activities; seasonal programs and decorating; general city beautification, and greenway projects, which may include:

- (1) Annually establish committee goals and objectives and request annual funding to the board of mayor and aldermen, through the budget process, for inclusion into the annual budget.
- (2) Recommend innovative artistic, cultural and beautification programs and events for citizens and the city.
- (3) Recommend beautification of city buildings, special events and programs during holidays.
- (4) Serve as the judges for annual beautification awards.
- (5) Serve as the selection committee for pieces of art/items proposed for display in the public areas of city buildings and assist staff in the placement of these pieces of art.
- (6) The committee shall also act as the advisory committee for future planning of the greenway projects, ongoing programs, special events, and other matters related to the greenway system. The committee shall recommend needed maintenance and physical improvements as needed for the greenway program. The committee shall also submit periodic reports to the governing board.

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. 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: February 27, 2025

Item #: 6. Second Reading - **Ordinance #2025-04** - An Ordinance to Amend Title 1, Chapter 1, Section 1-103 of the La Vergne Municipal Code Regarding the Public Comment Period.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-04

Summary:

This is an ordinance that amends the public comment period section of the La Vergne Municipal Code for the Board of Mayor and Aldermen workshops and meetings.

Background Information:

This ordinance makes changes to Section 1-103 regarding the public comment period. This adds another venue to allow the public to sign up to speak at the Board of Mayor and Aldermen workshops and meetings as required by state law. Staff will create a form on the city's website to allow anyone to sign up to speak by 12:00 p.m. on the day of the meeting in question. This also still requires the paper sign-up sheet to be provided up to 15 minutes prior to the meeting in question. Anyone who signs up online does not have to sign the paper sign-up sheet.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-04

AN ORDINANCE TO AMEND TITLE 1, CHAPTER 1, SECTION 1-103 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE PUBLIC COMMENT PERIOD.

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 1-103 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 1-103. - Public comment period.

A public comment period shall be conducted during meetings of the board of mayor and aldermen. Any person wishing to address the board shall make such request by either: 1.) placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question; or 2.) completing the online public comment form no later than 12:00 p.m. on the day of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than thirty (30) minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the Mayor may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The board of mayor and aldermen shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

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: February 27, 2025

Item #: 7. Second Reading - **Ordinance #2025-05** - An Ordinance to Amend the Fiscal Year 2024-2025 Drug Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-05

Summary:

This is an ordinance to amend the Fiscal Year 2024-2025 Drug Fund Budget.

Background Information:

This ordinance will allocate funds in the Drug Fund to allow the Police Department to purchase replacement ballistic vests for the SWAT Team. These funds were originally budgeted in the FY 2023-2024 budget, but the funds were not spent during the year. The board must reallocate all funds each year and during the last budget process, we were not aware that the funds would not be spent before June 30th.

If approved on first reading, the actual purchase will be placed on the March meeting for approval. The purchase is not being approved by this ordinance.

Financial Summary:

The budget amendment is for \$35,000. The cost of the ballistic vests is \$34,249.45.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-05

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 DRUG FUND BUDGET.

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

The 2024-2025 Budget is hereby amended for the **Drug Fund** by providing for:

Increased Expenditures for account number:

123-42179-312	Small Items of Equipment	\$	35,000
---------------	--------------------------	----	--------

Decrease Fund Balance:

123-37840	Transfer from Fund Balance	\$	35,000
-----------	----------------------------	----	--------

**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 8. Second Reading - **Ordinance #2025-06** - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding Impact Fees.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-06
2. Impact Fees - Proposed Changes

Summary:

This is an ordinance that will amend the road impact fees for the City.

Background Information:

The attached ordinance amends the road impact fee assessment rate to 70% of what the last impact fee study allows. This is down from the current 100% assessment rate.

Staff was asked to look at possible changes to the road impact fees in order to be more in line with other cities so that La Vergne is not at a disadvantage when it comes to recruiting retail businesses. Attached is a spreadsheet that shows what our current impact fees are and the proposed changes to the road impact fees. On the last page, there is a comparison of La Vergne fees to other cities and shows what those differences would be for the different assessment rates that La Vergne could consider going to for the road impact fees only. The fire, police and parks impact fees would not change.

Financial Summary:

The reduction from a 100% assessment rate down to a 70% rate will affect the amount of revenue generated by the road impact fees. It is difficult to determine how much it will affect revenues since it is all dependent on the different projects and building permits that are submitted to the city.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-06

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE FEE SCHEDULE REGARDING IMPACT FEES.

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

SECTION I. The Codes Department, Impact Fees, Road Impact Fees section of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	2024-2025	
<u>Codes Department</u>		
<u>• Impact Fees</u>		
* Road Impact Fees	Maximum Fee per Unit	70% Assessment Rate
<i>Land Use Type (Unit)</i>		
- Day Care Center (per 1,000 sf)	\$4,514	\$3,160
- Elementary/High School (per 1,000 sf)	\$1,700	\$1,190
- Hospital (per 1,000 sf)	\$4,237	\$2,966
- Industrial (per 1,000) sf	\$2,061	\$1,443
- Mini-Warehouse (per 1,000 sf)	\$920	\$644
- Mobile Home Park (per Pad)	\$2,461	\$1,723
- Multi-Family (per Dwelling)	\$3,602	\$2,521
- Nursing Home (per 1,000 sf)	\$2,585	\$1,810
- Office/Institutional (per 1,000 sf)	\$5,474	\$3,832
- Place of Worship (per 1,000 sf)	\$2,744	\$1,921
- Retail/Commercial (per 1,000 sf)	\$7,255	\$5,079
- Single-Family Detached (per Dwelling)	\$4,646	\$3,252
- Warehouse (per 1,000 sf)	\$1,065	\$746

SECTION II. This ordinance does not affect impact fees paid prior to April 1, 2025

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 April 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 _____.

CITY OF LA VERGNE IMPACT FEES

<u>Impact Fee</u>	<u>Current with CPI Increase</u>	
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate
<i>Land Use Type (Unit)</i>		
- Day Care Center (per 1,000 sf)	\$63	\$63
- Elementary/High School (per 1,000 sf)	\$63	\$63
- Hospital (per 1,000 sf)	\$63	\$63
- Industrial (per 1,000) sf	\$44	\$44
- Mini-Warehouse (per 1,000 sf)	\$18	\$18
- Mobile Home Park (per Pad)	\$193	\$193
- Multi-Family (per Dwelling)	\$161	\$161
- Nursing Home (per 1,000 sf)	\$63	\$63
- Office/Institutional (per 1,000 sf)	\$102	\$102
- Place of Worship (per 1,000 sf)	\$63	\$63
- Retail/Commercial (per 1,000 sf)	\$106	\$106
- Single-Family Detached (per Dwelling)	\$213	\$213
- Warehouse (per 1,000 sf)	\$18	\$18
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate
<i>Land Use Type (Unit)</i>		
- Mobile Home Park (per Pad)	\$1,190	\$1,190
- Multi-Family (per Dwelling)	\$981	\$981
- Single-Family Detached (per Dwelling)	\$1,307	\$1,307
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate
<i>Land Use Type (Unit)</i>		
- Day Care Center (per 1,000 sf)	\$166	\$166
- Elementary/High School (per 1,000 sf)	\$166	\$166
- Hospital (per 1,000 sf)	\$166	\$166
- Industrial (per 1,000) sf	\$117	\$117
- Mini-Warehouse (per 1,000 sf)	\$49	\$49
- Mobile Home Park (per Pad)	\$508	\$508
- Multi-Family (per Dwelling)	\$421	\$421
- Nursing Home (per 1,000 sf)	\$166	\$166
- Office/Institutional (per 1,000 sf)	\$270	\$270
- Place of Worship (per 1,000 sf)	\$166	\$166
- Retail/Commercial (per 1,000 sf)	\$279	\$279
- Single-Family Detached (per Dwelling)	\$561	\$561
- Warehouse (per 1,000 sf)	\$49	\$49

Impact Fee	Current with CPI Increase		Maximum Per Study	Proposed Rate
* Road Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	70% Assessment Rate
Land Use Type (Unit)				
- Day Care Center (per 1,000 sf)	\$4,617	\$4,617	\$4,514	\$3,160
- Elementary/High School (per 1,000 sf)	\$1,739	\$1,739	\$1,700	\$1,190
- Hospital (per 1,000 sf)	\$4,334	\$4,334	\$4,237	\$2,966
- Industrial (per 1,000) sf	\$2,108	\$2,108	\$2,061	\$1,443
- Mini-Warehouse (per 1,000 sf)	\$941	\$941	\$920	\$644
- Mobile Home Park (per Pad)	\$2,517	\$2,517	\$2,461	\$1,723
- Multi-Family (per Dwelling)	\$3,684	\$3,684	\$3,602	\$2,521
- Nursing Home (per 1,000 sf)	\$2,644	\$2,644	\$2,585	\$1,810
- Office/Institutional (per 1,000 sf)	\$5,599	\$5,599	\$5,474	\$3,832
- Place of Worship (per 1,000 sf)	\$2,807	\$2,807	\$2,744	\$1,921
- Retail/Commercial (per 1,000 sf)	\$7,421	\$7,421	\$7,255	\$5,079
- Single-Family Detached (per Dwelling)	\$4,752	\$4,752	\$4,646	\$3,252
- Warehouse (per 1,000 sf)	\$1,089	\$1,089	\$1,065	\$746

Total Proposed Impact Fees		100%	100%	100%	70%	
Land Use Type (Unit)	Fire	Park	Police	Road	Total	
- Day Care Center (per 1,000 sf)	\$63		\$166	\$3,160	\$3,389	
- Elementary/High School (per 1,000 sf)	\$63		\$166	\$1,190	\$1,419	
- Hospital (per 1,000 sf)	\$63		\$166	\$2,966	\$3,195	
- Industrial (per 1,000) sf	\$44		\$117	\$1,443	\$1,604	
- Mini-Warehouse (per 1,000 sf)	\$18		\$49	\$644	\$711	
- Mobile Home Park (per Pad)	\$193	\$1,190	\$508	\$1,723	\$3,614	
- Multi-Family (per Dwelling)	\$161	\$981	\$421	\$2,521	\$4,084	
- Nursing Home (per 1,000 sf)	\$63		\$166	\$1,810	\$2,039	
- Office/Institutional (per 1,000 sf)	\$102		\$270	\$3,832	\$4,204	
- Place of Worship (per 1,000 sf)	\$63		\$166	\$1,921	\$2,150	
- Retail/Commercial (per 1,000 sf)	\$106		\$279	\$5,079	\$5,464	
- Single-Family Detached (per Dwelling)	\$213	\$1,307	\$561	\$3,252	\$5,333	
- Warehouse (per 1,000 sf)	\$18		\$49	\$746	\$813	

Example Impact Fees for Retail		Fire	Park	Police	Road	Total
Building Size:	30,000	\$3,180		\$8,370	\$152,355	\$163,905

Comparison with other Municipalities - For 30,000 sq. ft. Commercial Building

Municipality	Current Rate / Thousand	Current Total	Current Difference	Total at 70% Road Rate	Difference	Total at 65% Road Rate	Difference	Total at 60% Road Rate	Difference
La Vergne	\$7,806	\$234,180	\$0	\$163,905	\$0	\$153,030	\$0	\$142,140	\$0
Brentwood	\$9,870	\$296,100	\$61,920		\$132,195		\$143,070		\$153,960
Smyrna	\$5,879	\$176,370	(\$57,810)		\$12,465		\$23,340		\$34,230
Nolensville	\$2,668	\$80,040	(\$154,140)		(\$83,865)		(\$72,990)		(\$62,100)
Spring Hill	\$5,710	\$171,300	(\$62,880)		\$7,395		\$18,270		\$29,160
Murfreesboro	\$5,030	\$150,900	(\$83,280)		(\$13,005)		(\$2,130)		\$8,760

*(Red) means lower than La Vergne; Black means higher than La Vergne.

La Vergne Impact Fee Rates for Retail/Commercial				
	Current	70% Roads*	65% Roads*	60% Roads*
Roads	\$7,421	\$5,079	\$4,716	\$4,353
Fire (100%)	\$106	\$106	\$106	\$106
Police (100%)	\$279	\$279	\$279	\$279
Total	\$7,806	\$5,464	\$5,101	\$4,738

* Reduced amounts are based on study maximums - no CPI adjustments included.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.A.1. BuyBoard Contract Purchase - Ballistic Vests for the Police Department SWAT Team.

Department: Police

Presented By: Brent Hatcher

Item Attachments: 1. BuyBoard Contract Purchase - Ballistic Vests

Summary:

This is for the purchase of ballistic vests for the Police Department SWAT Team using the BuyBoard contract.

Background Information:

The purchase of ballistic vests was originally approved by the Board in December 2023 to Verco Materials as a sole source purchase. Before the purchase could be completed, there were some issues with the company that prevented the Police Department from getting these ballistic vests. We are now able to purchase these vests through a BuyBoard contract with Gall's.

Financial Summary:

The cost of this purchase is \$34,249.45. These vests will be purchased out of funds available in the Drug Fund. The second reading of a budget amendment is on the agenda under old business. If approved, that ordinance allocates the funding for this purchase.

Staff Recommendation:

Staff recommends approval.

February 11, 2024

Sent via email to: teamtexas@galls.com

Tiffany Brewer
Galls, LLC
1340 Russell Cave Rd.
Lexington KY 40505

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 698-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 698-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020



**CITY OF LA VERGNE, TENNESSEE
PURCHASE REQUISITION**

Date Requested:	12/09/2024
Date Needed:	

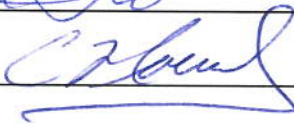
Requisition Number:	
Date Ordered:	

Department:	Police
Department Head:	Chief Moews
Account to Charge:	123-42129-312

Requestor:	Sgt. Timson
Purchase From:	
	Galls

Vendors Contacted	Comparative Pricing
1. US Patriot/Galls	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
BP4556RGRN MLG	17	Agilite K19 Plate Carrier	\$ 225.00	\$ 3,825.00
BP3924 RGRN	17	Agilite gear pincer placard	\$ 56.30	\$ 957.10
TE2788 RGRN	17	Agilite pincer palcard 2nd layer admin	\$ 44.25	\$ 752.25
BP4557 RGRN	17	Agilite flank side plate carriers	\$ 60.30	\$ 1,025.10
BP4617 Blk 10x12	34	Agilite level 3 plus ceramic armor plate Sprint striker	\$ 655.00	\$ 22,270.00
BP4616 Blk 6x6	17	Agilite level 3st ceramic side armor plates Blindside	\$ 310.00	\$ 5,270.00
Shipping	1		\$ 150.00	\$ 150.00
				\$ 0.00
				\$ 0.00
Total				\$ 34,249.45

Special Instructions: This is a BuyBoard Quote	
Requestor Signature: 	Date: 12/9/24
Department Head Signature: 	Date: 12-9-24
City Administrator Signature: (If Needed)	Date:



Quote

Customer: (1002153697) LaVergne Police Dept
Date: 12/06/2024
Sales Rep: CUSTOMER EXPERIENCE

Page 1 of 1
Quote Number: 28217976
Quote Expiration: 01/05/2025

Sold To:
LAVERGNE POLICE DEPT
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
BILL TIMSON

Ship To:
LAVERGNE POLICE DEPT
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
BILL TIMSON

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP4556 RGRN MLG	AGILITE K19 PLATE CARRIER	17		225.00	3,825.00
2	BP3924 RGRN	AGILITE GEAR Pincer PLACARD	17		56.30	957.10
3	TE2788 RGRN	AGILITE Pincer PLACARD 2ND LAYER ADMIN	17		44.25	752.25
4	BP4557 RGRN	AGILITE FLANK SIDE PLATE CARRIERS	17		60.30	1,025.10
5	BP4617 BLK 10X12	AGILITE LEVEL 3 PLUS CERAMIC ARMOR PLATE - SPRINTSTRIKER	34		655.00	22,270.00
6	BP4616 BLK 6X6	AGILITE LEVEL 3ST CERAMIC SIDE ARMOR PLATES - BLINDSIDE	17		310.00	5,270.00

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 34,099.45
SHIPPING: 150.00
TAX.....
TOTAL.... 34,249.45

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

City of Laverne
5093 Murfreesboro Rd.

La Vergne, TN 37086

PURCHASE ORDER

PO #:	123-512
Order Date:	12/06/2023
Vendor #:	14746
Date:	12/06/2023

To: Verco Materials LLC
871 Wheeler ST NW
Atlanta, GA 30318

Print Date: 12/06/2023
Date Needed:
Terms:

DELIVER ITEMS TO:

Police
5093 Murfreesboro Road
La Vergne, TN 37086

SPECIAL INSTRUCTIONS

Attn:

Item	Fund Account Number	Qty	Description	Unit Price	Amount
1	123-42129-312	1.0000	16- Ballistic Plates and Plate Carriers for PD SWAT TEAM BOMA APPROVED 12/5/23	\$30,355.560000	\$30,355.56
Grand Total					\$30,355.56

		There is an otherwise unencumbered balance to the credit of the proper appropriation, allotment or fund to meet the expenditure covered by this purchase.	APPROVED 
		AUTHORIZED SIGNATURE	PURCHASING AGENT



**CITY OF LA VERGNE, TENNESSEE
PURCHASE REQUISITION**

Date Requested: 12/6/2023	Requisition Number: 128-512
Date Needed: ASAP	Date Ordered:
Department: Police	Requestor: Sgt Timson
Department Head: Chief Moews	Purchase From:
Account to Charge: 123-4229312	Vercoe Materials, LLC

Vendors Contacted	Comparative Pricing
1.	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
	16	Ballistic plates and plate Carriers		\$30,355.56
		for PD SWAT team		
		BOMA Approved		
		12/5/23		
Total				\$30,355.56

Special Instructions: Funds from Drug Fund	
Requestor Signature: <i>[Signature]</i>	Date: 12-6-23
Department Head Signature: <i>[Signature]</i>	Date: 12-6-23
City Administrator Signature: <i>[Signature]</i> (If Needed)	Date: 12/6/23



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: December 5, 2023

Item Title: Ballistic Carriers & Plates for Swat Team

Department: Police Department

Presented By: Felicia Anderson

Item Attachments: Sole Source Letter & Price for Ballistic Vest Carriers & Plates

Summary:

The Police Department is Requesting new Ballistic Carriers and Plates for the Swat Team as there's are out of date. The Budget Amendment was for \$27,609.60 that was approved in September.

This is a Sole Source for these items.

Background Information:

Attached is the Updated price for the Ballistic Carriers and Plates for the Swat Team for The Police Department requested in the Budget in the Drug Fund.

Financial Summary:

This is not a Budgeted Item There is enough in the (312) Small items of Equipment line item in the Drug Fund for this extra \$2,705.56 to cover the increase in price for this purchase.

Staff Recommendation:

The Staff Recommends awarding this to Verco Materials, LLC as a Sole Source Purchase.



QUOTE

871 Wheeler ST NW
Atlanta, GA 30318
404-872-9504

Quote No. 453
DATE October 19, 2023
CUSTOMER ID MGAPD

Customer LaVernge TN PD
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

SHIP TO LaVernge TN PD
ATTN: Bill Timson
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

Payment Terms	Delivery Date	Expiration Date
NET 30 ARI	As available	45days

QTY	ITEM #	DESCRIPTION	MSRP Discount	UNIT PRICE	LINE TOTAL
2.00	U0SCS	UrbanShieldMH, SAPI cut Small armor panel, Level III+	38%	\$ 627.50	\$ 1,255.00
12.00	U0SCM	UrbanShieldMH, SAPI cut Medium armor panel, Level III+	38%	\$ 737.80	\$ 8,853.60
14.00	U0SCL	UrbanShieldMH, SAPI cut Large armor panel, Level III+	38%	\$ 974.16	\$ 13,638.24
2.00	U0SCX	UrbanShieldMH, SAPI cut Extra Large armor panel, Level III+	38%	\$ 1,429.36	\$ 2,858.72
1.00	Plate style carrier, S	Ranger Green, 500D, MOLLE, velcro, quick release, for size Small SAPI cut panels	50%	\$ 250.00	\$ 250.00
6.00	Plate style carrier, M	Ranger Green, 500D, MOLLE, velcro, quick release, for size Medium SAPI cut panels	50%	\$ 250.00	\$ 1,500.00
7.00	Plate style carrier, L	Ranger Green, 500D, MOLLE, velcro, quick release, for size Large SAPI cut panels	50%	\$ 250.00	\$ 1,750.00
1.00	Plate style carrier, XL	Ranger Green, 500D, MOLLE, velcro, quick release, for size Extra Large SAPI cut panels	50%	\$ 250.00	\$ 250.00
					-

1. Please respond with confirmation of reception.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if alternate shipping is required.
4. Send all correspondence to:
Verco Materials
871 Wheeler ST NW
Atlanta, GA 30318
Office: 404-872-9504

SUBTOTAL \$ 30,355.56

SALES TAX

5. Quote pricing is specific to specific customer and not indicative of pricing available to other customers. Please keep information confidential.

TOTAL \$ 30,355.56

Gabriel Todd, VP Tech Sales	10/19/2023
Authorized by	Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.A.2. Bid - Construction of Brookside Park.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Bid Form
2. Proposed Contract-Brookside Park

Summary:

This is an item to award the bid for the construction of the Brookside Neighborhood Park.

Background Information:

On January 8, 2025, bids were opened for the Brookside Neighborhood Park. Two bids were received and both were determined to be complete and compliant with the instructions to bidders. The low bid was submitted by Solomon Builders, Inc.

Financial Summary:

The low bid is for a lump sum amount of \$452,000. This is under the budget shown in the 2024-2025 City Budget.

This cost will be partially offset by a TDEC Grant.

Staff Recommendation:

Staff recommends awarding the bid to Solomon Builders, Inc for a lump sum amount of \$452,000.

BID FORM

Project: Brookside Park, La Vergne, TN

Project Location: North of the easternmost cul-de-sac of Peak Top Trail in the Brookside Subdivision in La Vergne, Tennessee

Bid Type: Lump Sum (Note: all contractor's fees, general conditions, taxes, and any other costs required to complete the project must be included in the lump sum)

Project Description: The complete construction of Brookside Park as shown on the contract drawings and described in the contract specifications.

General instructions

Return fully completed bid documents by 4:00 PM (local time), January 08, 2025 to the City of La Vergne Purchasing Office, 5093 Murfreesboro Road, La Vergne TN 37086 in a sealed 8-1/2 x 11 envelope with the following written on the outside:

Brookside Park Construction Bid
ATTN: Felicia Anderson, Purchasing Office
Contractor: (name)
Date: (date)

Complete the following:

Contractor Name: Solomon Builders, Inc

Contractor's License Number: 29499

License Type(s): BC, Unlimited

Expiration Date: 9/30/25

Contractor Confirms Receipt of Contract Documents (circle one): ☒ Yes ☐ No

List of Bidding Documents

1. Brookside Park Advertisement, Date December 10, 2024
2. Brookside Park Contract Drawings by Ragan Smith. Date July 10, 2023, Latest Revision May 03, 2024
3. Brookside Park Bid and Contract Documents, Date December 02, 2024
 - a. Bid Form
 - b. Performance Payment Bond Form

City of La Vergne

Bid Form

Brookside Park

- c. Affidavit of License Certificate
- d. Affidavit of Non-Collusion
- e. Title VI Compliance Survey
- f. Drug-Free Workplace Affidavit
- g. Indemnification Agreement
- h. Agreement Form
- i. General Conditions
- j. Standard Procurement Terms and Conditions
- k. Contractor's Insurance Requirements

4. Brookside Park Technical Specifications, Date December 02, 2024.

- a. Part 1B – General Provisions for City-Funded Projects
- b. Part 2 – Earthwork
- c. Part 3 – Base and Subgrade Treatments
- d. Part 4 – Flexible Surfaces
- e. Part 5 – Rigid Pavement
- f. Part 6 – Structures
- g. Part 7 – Incidental Construction and Services
- h. Part 8 – General Development

5. Addenda

- a. Addenda No. _____ Dated _____
- b. Addenda No. _____ Dated _____
- c. Addenda No. _____ Dated _____
- d. Addenda No. _____ Dated _____
- e. Addenda No. _____ Dated _____
- f. Addenda No. _____ Dated _____

City of La Vergne
Bid Form
Brookside Park

The undersigned, being familiar with and understanding the Bidding Documents and also having examined the project site and being familiar with all local conditions affecting the Project, hereby provides this bid to furnish all labor, materials, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth therein, for the sum of:

BASE BID:

Four Hundred Fifty Two Thousand and 00/100 _____ (Written Amount)

\$ 452,000 _____ (Numerical)

(Amount to be shown in both words and numbers. In the event of a discrepancy between the written amount and the number amount, the written amount shall prevail.)

CONTRACTOR

Company Name and Address:

Solomon Builders, Inc.

4539 Trousdale Dr

Nashville, TN 37204



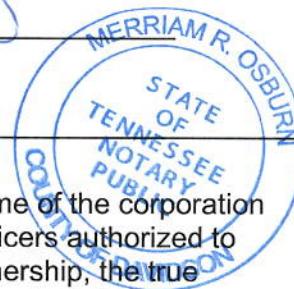
CONTRACTOR (Authorized Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8 DAY OF

January, 2025

NOTARY PUBLIC

My Commission Expires: 9-8-2025



IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contract on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

AGREEMENT FORM
Contract for the Construction Phase
of the City of La Vergne Public Works and Community
Development Services Facility

THIS AGREEMENT, made this _____ day of _____,
20____,

BETWEEN the Owner: **THE CITY OF LA VERGNE, TENNESSEE**

and the Contractor: Solomon Builders, Inc.

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to perform all the Work required by the Contact Documents and described as follows:

The Project consists of construction of a new city park hereinafter referred to as Brookside Park. Site work includes but is not limited handicap accessible sidewalks, parking lots and landscaping.

The Owner shall pay the Contractor for the performance of Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Price of:

\$452,000.00 For entire project

\$Four Hundred Fifty-Two Thousand and 00/100 dollars

TYPE THE DOLLAR AMOUNT HERE

Payment shall be made in accordance with Article 25 of the General Conditions, "Payments to Contractor", and any modifications thereof in the Supplementary Conditions. Said Contract Price shall constitute full and complete payment for all superintendence, labor, insurance bonds and other accessories and services necessary to complete the Work in accordance with the Contract Documents.

Said Contract Documents have been prepared and consist of this Agreement, General and Supplementary Conditions, Instructions to Bidders, Contractor's Modifications, as well as Drawings, Specifications and Addenda as enumerated in Article 1 of the Supplementary Conditions, all of which form the Contract and are as fully a part of the Contract as if attached to this document or repeated herein.

The Contractor hereby agrees to commence the work under this Contract on or before a date to be specified in a written Notice to Proceed and to fully complete the Work by 90 Consecutive Calendar Days following the Notice to Proceed Date.

The Contractor further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter as provided in Article 17 of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

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

Mayor Jason Cole

Witness

CONTRACTOR

CONTRACTOR (Authorized Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF
_____, 20 _____

NOTARY PUBLIC

My Commission Expires: _____

IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature

of the officer or officers authorized to sign Contract on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

**GENERAL CONDITIONS
TABLE OF CONTENTS**

1. Contract and Contract Documents thorough
2. Additional Instructions and Detail Drawings
3. Materials, Services and Facilities
4. Contractor's Title to Materials
5. Inspection and Testing of Materials
6. "or Equal" Clause
7. Patents
8. Surveys, Permits and Regulations
9. Contractor's obligations
10. Weather Conditions
11. Protection of Work and Property - Emergency
12. Inspecting
13. Reports, Records and Data
14. Superintendence by Contractor
15. Changes in Work
16. Extras
17. Time for Completion and Liquidated Damages
18. Correction of Work-
19. Subsurface Conditions Found Different
20. Claims for Extra Costs
21. Owner's Right to Terminate Contract
22. Construction Schedule and Periodic Estimates
23. Payments to Contractor
24. Acceptance of Final Payment Constitutes Release
25. Payments by Contractor
26. Contractors and Subcontractors Insurance
27. Contract Security
28. Additional or Substitute Bond
29. Assignments
30. Mutual Responsibility of Contractors
31. Separate Contracts
32. Subcontracting
33. Engineer's Authority
34. Stated Allowances
35. Use of Premises and Removal of Debris
36. Quantities of Estimate
37. Rights-of-Way and Suspension of Work
38. General Guaranty
39. Conflicting Conditions
40. Notice and service Thereof
41. Provisions Required by Law Deemed Inserted
42. Underground Obstructions
43. Correction of Nuisance condition
44. Contractor's Right to Stop Work or Terminate Contract
45. Waiver

GENERAL CONDITIONS

I. **CONTRACT AND CONTRACT DOCUMENTS**

The Drawings, Specifications and Addenda, hereinafter enumerated in Paragraph I of the Supplementary conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running head lines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

This contract includes all relevant portions of Part 1B of the City of La Vergne Public Works Standard Specifications – “General Provisions for City-Funded Projects” unless specifically at variance with this document.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the City Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the City Engineer in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

3. **MATERIALS. SERVICES AND FACILITIES**

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all material, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services, and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the

specified time. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

4. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing by the Contractor's Quality Control team in accordance with accepted standards and sufficient to prove compliance with Contract Specifications and Requirements. The Contractor is responsible for all such testing regardless of whether the City of La Vergne chooses to hire an independent third party for redundant quality assurance testing and oversight. The Contractor will pay for all such laboratory inspection services.

6. "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Project Engineer's opinion. It shall not be purchased or installed without his written approval.

7. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and/or Royalty Fees for the uses of process which is authorized by the owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, direct by the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner, of the Project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner from any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

8. PERMITS AND REGULATIONS

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his Contract. City permit fees will be waived. However, Contractor must obtain all required city permits.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageway, guard fences and other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the Drawings and Specifications covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the directions of the owner or his authorized representative as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or other improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract, Project Specifications, and City of La Vergne Public Works Standard Specifications; and shall do, carry on, and complete the entire work to the satisfaction of the owner.

10. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the owner or his authorized representative shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the owner's property 'from injury or loss in connection with this Contract he shall at all times safely guard and protect his ---in work, and that of adjacent property for damage The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner or his authorized representative. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner or his authorized representative, in a diligent manner. He shall notify the owner or his authorized representative immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the owner or his authorized representative for approval.

Where the contractor has not taken action but has notified the Owner or his authorized representative of emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner or his authorized representative.

The amount of reimbursement claimed by the Contractor an account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

12. INSPECTION

The authorized representatives of the owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. These city inspections do not relieve the Contractor from the responsibility of providing a complete quality control program to confirm conformance with the Contract and Specifications.

13. REPORTS, RECORDS AND DATA

The Contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the owner or his authorized representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

No changes in the work covered by the approved documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered-by the approved change shall be determined by one or more, or a combination of the following methods.

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
 1. Labor, including foreman;
 2. Materials entering permanently into the work;
 3. The ownership or rental cost of construction plant and equipment during the time of use and the extra work;
 4. Power and consumable supplies for the operation of power equipment;
 5. Insurance;
 6. Social Security and old age and-unemployment contributions.

For "actual work" changes, general conditions costs may be determined by one of the following methods:

1. The Contractor provides a detailed Schedule Impact Analysis which demonstrates that the additional time used as a basis for the general conditions cost request are due to the change and are not concurrent delays with other parts of the construction. This analysis may not be a simple difference between the original contract schedule and the present projected schedule. The change itself must clearly be shown within the project schedule as a driver and a clear line of successors must be in place showing the precise additional contract time for the change.
2. To the cost under 15(c) there shall be added a fixed fee to be agreed upon but not to exceed 15% of the estimated cost of the work. The fee shall be

compensation to cover the cost of supervision, overhead, bond profit -and any other general expenses. If this method is used, no other general conditions costs may be included.

16. EXTRAS

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or his authorized representative, acting officially for the owner, and the price is stated in such order.

17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and-between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice-to-Proceed (NTP).

In the Project Kick-Off Meeting, the City and the Contractor will discuss the date for the NTP and will take into account the need for the Contractor to obtain all required permits to proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said

amount is agreed to be the amount of damages which the owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the federal or state government; and
- b. To excusable delays as defined in the specifications.

Provided, further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the owner in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

18. CORRECTION OF WORK

All work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the owner or his authorized representative who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the owner or his authorized representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner or his authorized representative shall be equitable.

19. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, he shall immediately (within two working days) give notice to the

Owner or his authorized representative of such conditions before they are disturbed. The owner or his authorized representative will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Drawings, or indicated in the Specifications, he will at once make such changes in the Drawings and/or Specifications as he may find necessary, any increase or decrease of the cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

Where information is given in the Contract Documents on the existence, location, type of subsurface soil or rock formations, utility lines, structures and other items, such information is provided for the Contractor's convenience only and neither the owner nor his authorized representative guarantee the accuracy of any such information.

20. CLAIMS FOR EXTRA COST

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the owner's authorized representative and approved by the owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 15(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the owner, give the Owner access to accounts relating thereto.

It is understood by the Contractor that a vote of the City of La Vergne Board of Mayor and Aldermen is required to accept a modification to the Contract. This process takes from four to seven weeks.

21. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time-limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract

Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactory cleared within ten days after service of such notice, the owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Owner's authorized representative that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall, have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten days after service of the Notice of Termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the owner takes over the work and if the unpaid balance of the Contract price when the owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Owner or his authorized representative.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the owner's authorized representative approves the amount thus charged to the Contractor.
- c. The Owner may require the Surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the owner and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the -work, either upon termination of the services of the Contractor or upon instruction from the owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the right of the Owner to do the work itself or to take control of the work.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the owner an estimated construction progress schedule in the form specified in the specifications, Part 1.

The Contractor shall also furnish:

- a) a detailed estimate giving a complete breakdown of the Contract price; and
- b) periodic itemized estimates of work done for the purpose of making partial payments thereon.

The costs allocated to any of these various schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

23. PAYMENTS TO CONTRACTOR

Use of AIA document G702 and G703 are acceptable means for submittal of payment.

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made by the owners' authorized representative and as approved by the owner, provided the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained 5 percent on the amount of each estimate until substantial completion of all work covered by this Contract, in order to insure proper performance of the Contract. Payments, as approved by the owner's authorized representative, shall be made to the Contractor by the Owner no later than the 15th day of each calendar month for work performed the preceding month provided the Contractor submits data so required by the Owner's authorized representative to the Owner's authorized representative by the 5th day of each calendar month.

The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the owner's authorized representative in accordance with methods defined in the Contract Documents.

In preparing estimate data to be submitted to the owner's authorized representative, Contractor may include for consideration material properly delivered and stored on site and any preparatory work. All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of the work, the owner's authorized representative shall issue a certificate that the work has been completed and accepted by him under the conditions of this contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including retained percentages, but excepting such sums as may be lawfully retained by the owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material and other outstanding indebtedness in connection with this Contract have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the owner's authorized representative so certifies, the owner shall upon the certificate of the Owner's authorized representative, and without terminating the Contract, make payment for the balance-due for that portion of the work fully completed and accepted.

The Owner's authorized representative may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of Contractor to make payments promptly to subcontractors or for material or labor.
- d. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor agrees that he will indemnify and save the Owner harmless for all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request furnish satisfactory evidence that all obligations of the nature

hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the owner shall be considered as a payment made under the Contract by the owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

24. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the Performance and Payment Bond.

25. PAYMENTS BY CONTRACTOR

The Contractor shall pay for (a) all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered; (b) all material, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such material, tools and equipment are incorporated or used; and (c) to each of his sub contractors, not later than the 5th day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

26. CONTRACTORS AND SUBCONTRACTORS INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved. Contractor and

subcontractor shall keep such approved insurance in full force and effect until Project is accepted by Owner.

- a. **COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable state law for all of his employees to be engaged in work at the site of the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workman's 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 Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in the amounts specified under Supplemental General Conditions.
- c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall either:
 - 1) require each of his subcontractor's Public Liability and Property Damage Insurance of the type and in the amounts specified in subparagraph (b), hereof or
 - 2) insure the activities of his subcontractors in his policy specified in subparagraph (b) hereof.
- d. **SCOPE OF INSURANCE AND SPECIAL HAZARDS:** The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.
- e. **BUILDERS RISK INSURANCE:** The Contractor shall provide such insurance as will protect the Contractor and the Owner from loss or damage while the project is under construction and prior to the full acceptance thereof by the Owner. The policies shall be payable to the Contractor and the Owner as their

interests may appear. This provision shall not release the Contractor of his obligations to complete, according to plans and Specifications, the project covered by the Contract, and his Surety shall be obligated to full performance of the Contractor's undertaking.

- f. **PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificated shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Owner".

27. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount not less than that prescribed by state or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Owner.

Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power-of-attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond.

28. ADDITIONAL OR SUBSTITUTE BOND

If, at any time, the owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties for the Performance or Payment Bond, the Contractor shall within 5 days after notice from the owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the owner.

29. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without written consent of the Owner. In case the Contractor, assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due

or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

30. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage an the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the owner against any such claim.

31. SEPARATE CONTRACTS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the owner or his authorized representative immediately of lack of progress or defective workmanship of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

32. SUBCONTRACTING

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, shall contain such information as the owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

33. PROJECT ENGINEER'S AUTHORITY

The City Engineer will be acting as Project Engineer on this project. All authority and responsibilities assigned to the 'Project Engineer' in these specifications are assigned to the City Engineer.

34. STATED ALLOWANCES

The Contractor shall include in his proposal the cash allowances stated in the Supplementary Conditions. The Contractor shall purchase the "Allowed Material" by soliciting not less than three (3) bids, as directed by the Owner. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price with tax included without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of "Allowed Materials" shall be included in the applicable sections of the contract Specifications covering this work.

35. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of the work of any other contractor;
- c. To place upon the work of any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the works shall present a neat, orderly and workmanlike appearance;
- e. Before final payment to remove all surplus material false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition; and
- f. To effect all cutting, fitting or patching of his work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Owner or his authorized representation, not to cut or otherwise alter the work of any other Contractor.

36. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and material to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is expressly reserved except as herein otherwise specifically limited to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way violate this Contract, nor shall any such increases or diminution have cause for claims or liability for damages.

37. RIGHT-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. It is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after commencement, by reason of any litigation, or by reason of its inability to procure and lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage be reason of said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of the work will be extended to such times as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

The provisions do not in any way take precedence over Paragraph 46,
CONTRACTOR'S RIGHT TO STOP WORK AND TERMINATE CONTRACT.

38. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute and acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the project unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

39. CONFLICTING CONDITIONS

Any provision in any of the contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency. Provisions of the Supplemental General Conditions take precedence over provisions of the General Conditions where there is a conflict.

40. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing (either paper or digital) and considered delivered and the service thereof completed when said notice is:

- 1) posted by certified or registered mail to the said Contractor at his last given address;
- 2) hand-delivered with a signed or photographic acknowledgement of receipt;
or
- 3) e-mailed with a reply e-mail confirming receipt.

41. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

42. UNDERGROUND OBSTRUCTIONS

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate locations and must be verified in the field by the contractor. The Owner and his authorized representative will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

43. CORRECTION OF NUISANCE CONDITION

If, upon 24 hours written notice to the Contractor, the Contractor fails to correct a

situation causing an inconvenience, damage or nuisance to the general public, particular property owners or the owner, the owner may with certification of his authorized representative as to the existence of said inconvenience or nuisance, correct the situation by whatever means is at his disposal with cost of said correction being deducted from the payments to the Contractor under the approval of the Owner's authorized representative.

44. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped under an order of any court or other public authority for a period of ninety (90) consecutive days through no act or fault of the Contractor or any one employed by him, then the Contractor may on seven consecutive days' written notice to the Owner and the owner's authorized representative stop work or terminate this Contract and recover from the owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the owner's authorized representative shall fail to issue any certificate for payment within ten (10) days after it is due, or if the owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Owner's authorized representative, then the Contractor may on seven days' prior written notice to the Owner and the Owner's authorized representative stop work and give written notice of intention to terminate this Contract. If the owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the Contract and recover from the Owner payment for all work executed any losses sustained upon any plant or materials and a reasonable profit.

45. WAIVER

It is expressly understood and agreed that any waiver granted by the owner or his authorized representative of any term, provision or covenant of this contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

END OF DOCUMENT

Standard Procurement Terms and Conditions

City of La Vergne, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.

2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.

3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. However, tax-exempt status DOES NOT flow down to the Contractor and therefore Contractor must pay all required taxes for purchases under this contract.

4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (2) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of the Vendor:
City of La Vergne Attn: Purchasing Manager Felicia Anderson RE: City of La Vergne Purchasing Office Solicitation No. 5093 Murfreesboro Road La Vergne, TN 37086 FAX: 615-793-6025 E-MAIL: purchasing@laveragnetn.gov	

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including

derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting there from.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions

will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of La Vergne.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Rutherford County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of

goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

END OF DOCUMENT



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.A.3. Approve Amended Purchase of Shipping Containers for Temporary Fire Training Facility.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Revised Estimate - Container Depot

Summary:

This agenda item rectifies the fire department's purchase of shipping containers outside City purchasing policies and reflects the final quote for seven new shipping containers.

Background Information:

The Board of Mayor and Aldermen previously approved the purchase of seven used shipping containers for the training facility project. The quotes received in November were valid for three days. However, when the delivery was scheduled, the vendor was unable to provide the seven used containers as initially quoted.

Staff elected to substitute six new containers for the price of seven used containers without obtaining a written quote. Staff instructed the vendor to proceed without written approval from the City Administrator or the Board. As a result, the containers were invoiced at a higher price than the original November quote. Additionally, staff intended to purchase the seventh container at a later date. Both actions conflicted with the City's purchasing policies.

The facility now has seven new containers on-site and assembled. Since the containers have already been delivered and installed, there is no way to go back and put the containers out for bid, which would have been required with a purchase over \$25,000. Staff requests approval of the revised quote of \$33,250.00.

Financial Summary:

The revised quote is \$33,250.00 and adequate funds are budgeted in Line 939.

Staff Recommendation:

Staff recommends approval.

ESTIMATE

REVISED ESTIMATE

Container Depot Co.



Prepared For

City Of La Vergne Fire Department - 7424
5093 Murfreesboro Rd
La Vergne, TN 37086
(615) 525-7427

Container Depot Co. Inc.

Po Box 231
Ashland City, Tennessee 37015
Phone: (615) 970-8456
Email: danny@containerdepotco.com

Estimate # 9687

Date 02/13/2025

Description

Total

\$33,250.00

7 x 40 Foot Beige One trip shipping containers (discounted -\$1000.00 ea total discount -\$7000 off retail @ \$5500.00) sale price \$4500 ea. **\$31,500.00**



delivery to lavergne Jan 30 and jand 31,2025 \$250 EA. **\$1,750.00**

QTY 5X40 High cube units delivered on Jan 30,31 2025 VSTU9404874 / VSTU9405401 / VSTU9405335 / VSTU94064404 / VSTU9411087 delivered on jan 31,2025 VSTU9404880 VSTU9405931 **\$0.00**

Subtotal	\$33,250.00
Total	\$33,250.00

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

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, consisting of a stylized, cursive script that is difficult to decipher but appears to be a personal name.

Signed on: 02/17/2025
Container Depot Co. Inc.

City Of La Vergne Fire Department - 7424

ESTIMATE



**ORIGINAL ESTIMATE
APPROVED BY BOMA**

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

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



MISSISSIPPI SALES OR USE TAX
GOVERNMENT CERTIFICATE OF EXEMPTION

Vendor'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 Mississippi, or a county or municipality within the State of Mississippi, 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. # 62-0890830

Signed: [Signature]
Title: Purchasing Agent

MS-61 (2-01)

RETURN TO COM

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:

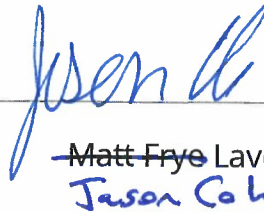
- I. PAYMENT. Customer has requested the delivery of a shipping container(s) listed below from Container Depot Co., Inc. and shall pay Container Depot Co., Inc. in full via cash, check or credit card on or before the delivery date in the amount listed below. Pre-paid deposits are refundable ONLY at the 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
Jason Cole

**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

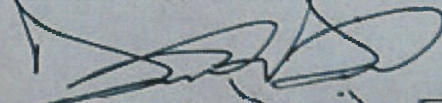
Date

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").

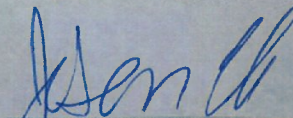
Container Depot Co. Inc.


IT'S President
Daniel M. Pitney

Date

12-19-24

City of La Vergne, Tennessee


Mayor Jason Cole

Date

11/13/25



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.B. Approve Renewal of the Cooperation with Civilian Law Enforcement Officials Agreement with the Department of the Navy, Naval Surface Warfare Center for Equipment to be Used by the Police Department.

Department: Police

Presented By: Brent Hatcher

Item Attachments: 1. Naval Special Warfare Contract

Summary:

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

Background Information:

The La Vergne Police Department S.W.A.T. Team utilizes night vision goggles in situations where low or no light is available or in situations where using lights would jeopardize the mission and place officers in an unsafe environment. This is an annual agreement with the Department of the Navy, Naval Surface Warfare Center for 20 sets of this equipment to be used by the Police Department.

Financial Summary:

The total cost of the night vision goggles is \$6,000.00.

Staff Recommendation:

Staff recommends.

ATTACHMENT A



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

Cooperation With Civilian Law Enforcement Officials Agreement

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

1a. Federal/State/Local Law Enforcement Agency Name: La Vergne Police Department	2. Agreement Number: N00164LE1108-24
	3. Agreement Start/Renewal Date: Dec 17, 2024
1b. Agency Mailing Address: 5093 Murfreesboro Road La Vergne, State: Tennessee Zip Code: 37086	4. Agreement Termination Date: Dec 17, 2025
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): \$6,000.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-7B, Night Vision Goggle, NSN: 5855-01-228-0937; Repl Value \$1,000 each	0	\$300.00	0.00
Serial Numbers: 65232; 000155; 00871; 000002; 00865; C0235; 000067; 11206; 00856; 34448B; 04351; 000060; 71757; 62237; 65260; 72808; CB2006; 0379; 61767; X000 (In process of returning)			
AN/PVS-15C, Night Vision Binocular, NSN: 5855-01-584-7217; Repl Value \$5,000 each	20	\$300.00	\$6,000.00
Serial Numbers: TBD			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Total		\$6,000.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Chief Christopher Moews	SGT. William Timson
Phone: (615) 793-7744	Phone: (615) 892-0140
Fax: (615) 793-7794	Fax: (615) 793-7794
Email:	Email: btimson@lavernetn.gov
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	Debbie Owens, CTR
Phone: 812-854-6650	Phone: 812-854-4439
Fax: 812-854-8559	Fax: 812-854-8559
Email: scott.d.arthur2.civ@us.navy.mil	Email: electro_optic_loan@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	Mary-Ann Miller
Phone: 812-854-2624	Phone: 812-854-5140
Fax: 812-854-8559	Fax: 812-854-8559
Email: electro_optic_loan@us.navy.mil	Email: electro_optic_loan@us.navy.mil

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
La Vergne Police Department

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,

La Vergne Police Department

When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- 4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

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

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Mr. Bret R. Mehringer

812-854-3596

bret.r.mehringer.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: La Vergne Police Department

Phone Number: (615) 793-7744

Email Address:

Fax Number: (615) 793-7794

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

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

and, if to the Agency, to (insert mailing address):

5093 Murfreesboro Road
La Vergne,

Tennessee 37086

or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
- 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- 6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.10 EXPIRATION DATE. This MOA expires on Dec 17, 2025.
- 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
- 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

- 7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2 BILLING. The Agency will provide the Government with payment via Automated Clearing House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3 PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name: Credit Gateway
Address: 60 Livingston Avenue
St. Paul, MN 55107
RTN/ABA: 051036706
A/C: 801700778009

For Wire Transfer:

Bank Name: U.S. Treasury
Address: 1500 Pennsylvania Avenue NW
Washington, DC 20220
Country: USA
RTN/ABA: 021030004
Account Name: DFAS-Cleveland
Account Number: 801700778009

- 7.4 FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5 ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

La Vergne Police Department

by: X

Signature

Date

Chief Christopher Moews

Type Name and Title

La Vergne Police Department

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X


BRANDON J BOEGLIN

By direction
NSWC Crane



Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.C. Approve Amendment #2 to the Agreement for Engineering Services with CTI Engineers, Inc. for the Fergus Road Interceptor Sewer Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Amendment #2 - Fergus Road Interceptor Sewer Project

Summary:

This is an amendment to the agreement with CTI Engineers for additional work needed for the Fergus Road Interceptor Sewer Project.

Background Information:

A letter and amendment is attached from John Gahring at CTI Engineers that explains the additional work that needs to be done for this project. An additional topographical and subsurface survey is needed to complete the as-built drawings of the existing sewer line installed after the previous survey was conducted. The addition of the survey, easement preparation and deed research is beyond the amount that was anticipated in the original agreement with CTI.

Financial Summary:

The total fees for this additional work will not exceed \$7,743.00.

Staff Recommendation:

Staff recommends approval.



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

February 6, 2025

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

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

Dear Mr. Richardson:

As the design of the subject project is nearing completion, an additional topographical and subsurface survey is needed to complete as-built drawings of existing sewer installed after the previous survey was conducted. The addition of this survey, easement preparation, and deed research is beyond the amount anticipated in our original Agreement.

The additional fee to our Design Phase Services for this work will not exceed \$1,000.00. The additional cost-plus fee for the survey will not exceed \$3,388.00. The additional cost-plus fee for easement preparation will not exceed \$2,475.00. The additional cost-plus fee for deed research will not exceed \$880.00. The total additional fee to our Agreement will not exceed \$7,743.00.

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

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

Sincerely,

A blue ink signature of John W. Gahring, Jr. is written over the word 'Sincerely,'.

John W. Gahring, Jr., PE, BCCE

Enclosures

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

M:CTI/N18003/Correspondence/Letter/Bruce Richardson – Amendment 2 020625

**AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated July 6, 2022, and amended August 9, 2024 to perform certain professional services in connection with the proposed Fergus Road Interceptor Sewer (hereinafter referred to as the project); and

WHEREAS, additional services are required as the result for the need of additional topographical survey and deed research are beyond the amount anticipated in the original Agreement; and

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

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

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

Service		Fee Basis	Original Fee	Amendment 1 Fee	Additional Fees	Amendment 2 Fees
Design Services	Phase	LS	\$ 60,000.00	\$ 74,500.00	\$1,000.00	\$75,500.00
Bidding Services	Phase	LS	6,000.00	6,000.00		6,000.00
Construction Phase Services		CP	22,000.00	22,000.00		22,000.00
Surveys, Permits, Easements, and Deed Research		CP	55,000.00	60,000.00	6,743.00	66,743.00
TOTAL FEE			\$143,000.00	\$162,500.00	\$7,743.00	\$170,243.00

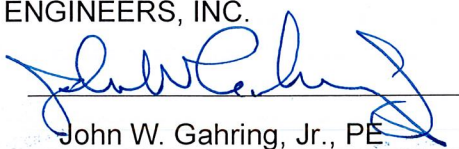
- 2) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 2 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____
Name Jason Cole
Title Mayor
Date _____

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

By 
Name John W. Gahring, Jr., PE
Title Vice President
Date _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.D. Approve Amendment #4 to the Professional Services Agreement with Ragan-Smith-Associates, LLC for Design Phase Services for the Proposed South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Amendment #4 - South Waldron - 2025-01-29

Summary:

The City would like to modify the current South Waldron Road Widening Professional Services Agreement with Ragan Smith (a Pape-Dawson Company) to include additional design to better accommodate the construction and minimize traffic impacts due to construction in the Lake Road area. **The cost for the additional services will be \$13,250.00.** These services include the following:

By request of the City, Ragan Smith will provide revisions to the current design plans to accommodate a proposed water main relocation adjacent to the south side of Lake Road from just west of Dobson Knob Trail to east of the Rock Springs Elementary School driveway. This revision will require the adjustment of slope limits, right-of-way boundaries, temporary construction easements and the addition of a public utility and drainage easement (PUDE) on Tracts 37, 38, and 130. In addition, Ragan Smith will revise the property exhibits and legal descriptions for the previously named tracts.

Background Information:

During the design process, additional information has been found regarding the location of city water and sewer services in the Lake Road area. In addition, discussions with the Rutherford County School Board and local citizens has brought more clarity to the traffic flows in the area. Joint meetings between the City and the Board of Education were conducted to create a plan to best minimize negative traffic impacts in this area during construction.

Financial Summary:

Original Contract Amount:	\$837,000
Amendment No. 1:	\$9,500
Amendment No. 2:	\$0
Amendment No. 3:	<u>\$1,082,000</u>
Total Contract to Date:	\$1,928,000
Proposed Amendment No. 4:	<u>\$13,250</u>
New Contract Ceiling:	\$1,941,750

The Line-Item Budget for the Waldron Road Widening Project in the 2024/2025 Budget is **\$3,000,000**.

Staff Recommendation:

Staff recommends approval.

February 12, 2025

VIA ELECTRONIC MAIL: glide@laverghnetn.gov

Mr. Gary Lide, P.E.
Director of Engineering
City of LaVergne (Client)
5175 Murfreesboro Road
La Vergne, Tennessee 37086

**RE: AMENDMENT 4
SOUTH WALDRON ROAD
FROM SOUTH OF CHARTER PLACE TO NORTH OF ROCK SPRINGS ROAD
LAVERGNE, TENNESSEE**

Dear Gary,

Ragan-Smith-Associates, LLC, f/k/a Ragan-Smith-Associates, Inc., (**RaganSmith**) is pleased to offer this addendum to professional services outside the Scope of Services within the original contract dated August 23, 2021. Your acceptance of this addendum acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

PROJECT

Client has proposed widening improvements of South Waldron Road from just south of the intersection of Charter Place to just north of Rock Springs Road, a distance of approximately 2.5 miles. The widening improvements will consist of a varying proposed typical section in terms of future roadway width and section type (rural/urban), traffic signal upgrades, water distribution improvements, retaining walls, sanitary sewer utility crossings, and roadway lighting.

RaganSmith has added to its team the subconsultant services of TTL, Inc. to assist with geotechnical exploration, Kimley-Horn for water, lighting, and retaining wall design, and Civil & Environmental Consultants, Inc. for jurisdictional delineation and endangered species assistance. **RaganSmith** will add additional subconsultants as needed.

SCOPE OF SERVICES

By request of the City, **RaganSmith** will provide revisions to the current design plans to accommodate a proposed water main relocation adjacent to the south side of Lake Road from just west of Dobson Knob Trail to east of the Rock Springs Elementary School driveway. This revision will require the adjustment of slope limits, right-of-way boundaries, temporary construction easements and the addition of a public utility and drainage easement (PUDE) on Tracts 37, 38, and 130. In addition, **RaganSmith** will revise the property exhibits and legal descriptions for the previously named tracts.

NASHVILLE

315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA

1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



I. PLAN REVISIONS

RaganSmith will revise the current design plans to accommodate the relocation of the proposed water main along Lake Road, these revisions will require the redesign of the proposed drainage ditch along Tract 130 and will require plan sheet revisions for Tract 37, and 38. The following sheets will be revised:

- Typical Sections – Sheet 2B3
- Right-of-Way Acquisition Table – Sheet 3A and 3C
- Property Map - Sheet 3E
- Present Layout – Sheet 7
- Right-of-Way Details – Sheet 7A
- Proposed Layout – Sheet 7B
- Present Layout – Sheet 15
- Right-of-Way Details – Sheet 15A
- Proposed Layout – Sheet 15B
- Side Roads Profiles – Sheet 21 and 22
- Cross Section – Sheets X120 – X131

II. RIGHT-OF-WAY SERVICES

Property Exhibit and Legal Descriptions Revisions

Based on the revisions to the right-of-way design plans the property exhibits and legal descriptions for Tracts 37, 38, and 130 will be revised to match the new design and proposed right-of-way / easement line work

On each exhibit the revised proposed right-of-way and permanent drainage easements will be shown (if applicable) and labeled with metes and bounds. Slope and construction easements will be shown on the appropriate line style and labeled. All acquisition areas will have the total area labeled on the exhibit.

For each revised tract, legal descriptions will be required for right-of-way and easement acquisition areas. Slope and construction easements will be described in more general terms without full metes and bounds. Proposed right-of-way and permanent drainage easements will be described with metes and bounds.

Right-of-way property staking

For the revised tracts, **RaganSmith** will perform field surveying using conventional ground surveying methods. Wooden stakes or temporary paint (paved areas) will be used to mark the following elements:

- Proposed right-of-way (at property lines and all breaks)
- Permanent drainage easements (at all breaks)
- Construction easements (at 50' increments)
- Existing ROW (at all breaks)



SCHEDULE

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

COMPENSATION

RaganSmith will provide the above **Scope of Services** on a labor fee plus expense basis with the maximum fee as summarized below. **(unless noted otherwise)**:

A. Plan Revisions	\$5,000.00
B. Right-of-Way Services	\$8,000.00
C. Estimated Project Expenses.....	\$250.00

TOTAL FEES.....\$13,250.00

Excluded services are not limited to the list in this contract. We are bringing these exclusions to your attention to clearly reflect that these services are not included in the proposed scope. Only those services expressly identified in the proposed scope are included in the contract. For this reason, we ask that you pay special attention to the proposed scope to have a clear understanding of the services provided within this contractual agreement.

Services excluded at this time:

- *Plan Revisions outside of the ones listed within this contract*
- *Additional Property Exhibits outside of the ones listed within this contract*
- *Additional Legal Descriptions outside of the ones listed within this contract*
- *Additional topographic or boundary survey*

Should additional services be required or provided outside of the scope of services noted above, the said services will be performed and compensated for at an hourly rate in accordance with the attached **Contract Terms and Conditions**. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost plus 10% and are in addition to the quoted service fee.

We appreciate the opportunity to provide this proposal and look forward to our continued work on this critical project. If you agree to the terms, please sign, and return a copy which will serve as authorization to proceed with the work.

Sincerely,

RAGAN-SMITH-ASSOCIATES, LLC
(f/k/a RAGAN-SMITH-ASSOCIATES, INC.)

Scott M. Niesen, P.E.
Vice President - Regional Practice Leader - Transportation

W. Lee Schumann, P.E.
Vice President

SMN / WLS: kal
Attachment



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ Date: _____

Printed / Typed Name: _____ Title: _____

TO WHOM SHOULD INVOICES BE DIRECTED:

Name: _____ Email: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.E. Approve Amendment #5 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for Construction Phase Services for the Proposed Blair Road West Extension Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Blair Road West - Amendment 05 to Client Agreement

Summary:

The original Professional Services Agreement between the City of La Vergne and Kimley-Horn for the design of the Blair West Extension ended after “Bid Phase Services”. This means that the contract ends as soon as the construction contract is awarded. The purpose of this Amendment Number 5 is to continue the Professional Services Agreement through construction providing testing and oversight of the construction project on behalf of the city.

Background Information:

The City would like to modify the current Blair West Extension Professional Services Agreement with Kimley-Horn to include Construction Phase services. **The cost for the additional services will be \$841,900.** These services include the following:

- Pre-Construction Meeting
- Project Administration
- Utility Coordination
- Review Construction Change Orders
- Review Shop Drawings and Submittals
- Create and Answer Requests for Information (RFIs)
- Minor Design Modifications
- Quality Assurance Materials Testing, and Geotechnical Consultation
- Review and Approve Progress Payments

- Distribution of Correspondence
- Observation of Work

The duration for the construction period for the purpose of the contract is estimated as 15-months.

Financial Summary:

Original Contract Amount:	\$395,000
Amendment No. 1:	\$56,300
Amendment No. 2:	\$12,685
Amendment No. 3:	\$38,200
Amendment No. 4:	<u>\$39,700</u>
Total Contract to Date:	\$541,885
Proposed Amendment No. 5:	<u>\$841,900</u>
New Contract Ceiling:	\$1,383,785

The Line-Item Budget for the Blair West Extension in the 2024/2025 Budget is **\$3,257,475**.

Staff Recommendation:

Staff recommends approval.

**AMENDMENT NUMBER 05 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 05 dated January 17, 2025 to the agreement between the City of La Vergne, Tennessee ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated December 17, 2020 ("the Agreement") concerning Blair Road West Extension (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Task 17 – Construction Phase Services

Kimley-Horn will provide Construction Phase Services and will provide the appropriate field and office staff as described above to assist the City in the subtasks below.

Kimley-Horn will be supported in this task by a subconsultant, Ragan Smith, who will provide the primary staff for in-the-field services like utility coordination, quality assurance, materials testing, geotechnical consultation, Erosion Prevention and Sediment Control (EPSC) inspections, and observation of work. Kimley-Horn will operate as the City's primary point of contact for the Contractor and subconsultants.

On behalf of Kimley-Horn, Ragan Smith will provide EPSC inspection in accordance with the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC). The EPSC inspection will be carried out in accordance to the Storm Water Prevention Pollution Plan (SWPPP).

Task 17.1 – Pre-Construction Meeting

Kimley-Horn will prepare for and conduct one (1) Pre-Construction Meeting at a time and location determined by the City. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

Task 17.2 – Project Administration

Kimley-Horn will provide project administration and will host bi-monthly progress meetings. As the project kicks off, progress meetings will be held monthly for the first three (3) months of the project. Kimley-Horn will provide the inspectors and assistance to monitor the work being done on the contract. A list of emergency contacts and phone numbers will be supplied to the City. The project Administrator will also obtain from the Contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project.

Task 17.3 – Provide Utility Coordination

Kimley-Horn will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. Kimley-Horn will prepare for and administer monthly construction coordination meetings with the Contractor and his/her Subcontractors, and the utility representatives. Kimley-Horn will, as a part of these meetings, assist the Contractor in the identification of utility installations and activities that may impact the overall progress of the project. Kimley-Horn will coordinate with the identified construction meeting participants in the scheduling of work that is determined by the Contractor to be time-sensitive. Kimley-Horn is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the Contractor's work or lack thereof. The sole purpose of Kimley-Horn's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole, and to attempt to avoid delays arising from utility installation work that interferes with other project work.

Task 17.4 – Supplemental Agreements and Construction Change Orders

Kimley-Horn will notify the City of the necessity for any Supplemental Agreements / Construction Changes. Kimley-Horn will negotiate prices for additional pay items with the Contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the City. Kimley-Horn will prepare the Supplemental Agreement / Construction Change orders and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. Kimley-Horn will review any Value Engineering Change Proposals and prepare recommendations for the Client.

Task 17.5 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Up to 30 submittals have been budgeted for this task.

Task 17.6 – Requests for Information (RFIs)

The purpose of Kimley-Horn efforts associated with this task will be to respond for Contractor requests for information (RFI's) and to provide periodic on-site visits to address construction issues as directed by the City or requested by our CEI Subconsultant. These efforts will consist of preparation and documentation time associated with each activity. Up to 20 RFI's have been budgeted for this task.

Task 17.7 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by the City or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. Up to 10 minor design revisions have been budgeted for this task.

Task 17.8 – Quality Assurance Materials Testing, and Geotechnical Consultation

Kimley-Horn's CEI Subconsultant will provide certified and trained personnel for field, plant testing and inspection as defined in the Contract, Plans, or Specifications and document testing on standard forms normally used by TDOT. Field testing consists of TDOT / ACI tests for concrete comprising concrete plant, nuclear density testing of subgrade and earthwork, base stone, and asphalt as defined in the Standard Specifications and the TDOT sampling and testing schedule. Kimley-Horn's CEI Subconsultant will provide miscellaneous checking of application rates and dimensions and bearings to review conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by Kimley-Horn's CEI Subconsultant for conformity to the Specifications. A Final Materials and Tests Certification will be incorporated into the Final Records submitted to the City. Kimley-Horn's CEI Subconsultant will observe and document the excavation of the known existing sinkhole down to bedrock and installation of an inverted filter in accordance with TDOT guidelines.

Task 17.9 – Progress Payments

Kimley-Horn will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to Field Records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the last day of each month.

Task 17.10 – Distribution of Correspondence

Kimley-Horn will submit to the Client a copy of the correspondence between the Consultant team, the City, the Contractor, and Subcontractors, related to the project. Kimley-Horn will maintain an office file copy for submission with the project Final Records.

Task 17.11 – Observation of Work

Kimley-Horn's CEI Subconsultant will provide observation services to determine if the work is in conformance to Plans and Specifications for items that are being incorporated into the project. Kimley-Horn will observe, measure and record quantities for payment. Kimley-Horn's CEI Subconsultant will record field measurements in project records for review by the City. The records will be recorded electronically and/or on field inspection forms to be submitted to the City. Kimley-Horn's CEI Subconsultant will check traffic control daily, and additionally as required or requested by the City, and will notify the Contractor of deficiencies or problems observed. Kimley-Horn's CEI Subconsultant will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. Kimley-Horn's CEI Subconsultant will observe erosion control items twice a week for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. Kimley-Horn's CEI Subconsultant will prepare to justify pay quantities in the case of questions by the Contractor or City. Kimley-Horn's CEI Subconsultant will maintain a signed daily diary, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)

- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

Kimley-Horn will not supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work, or for any failure of the Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of the Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services. Prior to the work commencing on the additional services, the Client will be notified of this scope change and a change order for the additional services provided. Once approved, the scope of services will be performed and billed as a new task number.

SCHEDULE

Kimley-Horn will complete the services provided under Task 17 based on an estimated 15-month construction duration. If Construction extends beyond this 15-month duration, the additional effort will be considered and Additional Service.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 17 on a labor fee plus expenses basis. The maximum fee is summarized below.

Task 17 – Construction Phase Services	\$841,900
---------------------------------------	-----------

CITY OF LA VERGNE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: Chris D. Rhodes

(Print Name and Title)

Christopher D. Rhodes, PE / Sr. Vice President
(Print Name and Title)

Date: _____

Date: January 17, 2025



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.F. Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Preparation of the ADA Transition Plan.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Professional Services Agreement - ADA Transition Plan

Summary:

The project will consist of an Americans with Disabilities Act (ADA) compliance review of City services, policies, practices, programs, and activities, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, signalized intersections, public rights-of-way sidewalks, and associated curb ramps. Possible solutions will be provided to bring non-compliant elements that are not considered a de minimis barrier and are not “safe harbored” into compliance. An ADA Transition Plan will be developed to formally document tasks and associated observations outlined in the Scope of Services.

Background Information:

On September 19, 2019, the Tennessee Department of Transportation released a memorandum requiring local agencies to fully complete and publicly post ADA Transition Plans. This project will bring the City of La Vergne into compliance with that memorandum and will provide a plan through which the City can work toward full compliance with the Americans with Disabilities Act as regards public facilities, public parks, and public rights-of-way.

Financial Summary:

The costs for this project will be billed as time and materials to a ceiling and their ceiling is calculated as follows:

Task #	Task Name	Estimated Fee
1.	Project Management	40,000
2.	Project Meetings	45,000
3.	ADA Transition Plan Self-Certification	3,500
4.	Services, Policies, Practices, Programs and Activities (Programmatic) Review	19,500
5.	Facilities Review	
	5.1 - Building Review	73,500
	5.2 - Park Review	38,500
	5.3 - Public Rights-of-Way Review	160,000
6.	Transition Plan Development	19,500
7.	Public Outreach	10,500
8.	Dashboard Development	19,500
9.	Staff Training	20,500
	Total	450,000

Staff Recommendation:

Staff recommends approval.

City of La Vergne Tennessee Professional Services Agreement

Section 1 - Scope

1.01 - Overview

Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as "Consulting for ADA Transition Plan."

Section 2 - Compensation

2.01 - Not to Exceed

- A. The total contract amount shall not exceed Four-Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00).

2.02 - Basis of Compensation

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

2.03 - Change Orders

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

Section 3 - Schedule

3.01 - Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 365 calendar days with an anticipated date of completion of March 31, 2026.
- C. Contract duration shall begin on the date that Notice to Proceed is issued by the City to the Consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant.
- B. Services provided prior to the notice to proceed will be done at risk to the Consultant.

Section 4 - Payment

4.01 - Invoices

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

4.03 - Payment

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

4.04 - Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01 - Standard of Care

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

5.02 - Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables
- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the Consultant of their responsibilities regarding technical accuracy and professional conduct

5.03 - Compliance

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

Section 6 - City's Responsibilities

6.01 - Project Manager

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

6.02 - Information

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

6.03 - Compliance

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

Section 7 - Work Products

7.01 - Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such documents by City or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant.
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8 - Insurance

8.01 - Requirements

A. Consultant will maintain insurance coverage with the following minimum limits

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

8.02 - Proof of Coverage

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

8.03 - Coverage of the City

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

Section 9 - Indemnification

9.01 - Consultant Obligation

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

Section 10 - Termination and Suspension

10.01 - Suspension

- A. The City may suspend the work specified in this Agreement for up to ninety (90) days upon providing fourteen (14) calendar day notice to the Consultant

- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02 - Termination for Cause

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

10.03 - Termination for Convenience

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

10.04 - Payment following termination

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

Section 11 - Controlling Law and Dispute Resolution

11.01 - Remedies.

In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02 - Governing Law, Jurisdiction and Venue.

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

Section 12 - Assignment, Bind Effect, Severability

12.01 - Assignment

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

12.01 - Binding Effect

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

12.02 - Severability

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

Section 13 - Force Majeure

13.01 - Force Majeure

Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14 - Entire Agreement and Amendment

14.01 - Entire Agreement

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

14.02 - Amendment

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

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

City of La Vergne

By: Jason Cole
Mayor

Kimley-Horn and Associates, Inc.

By: Christopher D. Rhodes
Senior Vice President

EXHIBIT A

SCOPE OF SERVICES

LA VERGNE ADA TRANSITION PLAN

PROJECT UNDERSTANDING

Kimley-Horn and Associates, Inc. ("Consultant") will provide professional services based on our project understanding as follows:

The intent of this project is to bring the City of La Vergne ("City") into compliance with the technical requirements of the Tennessee Department of Transportation (TDOT) Memorandum "Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan" dated September 19, 2019, from Nancy Hirsch, TDOT LRP, Senior Planner as well as any associated updates to those requirements.

All work is to be performed by meeting the requirements and using the reference documents and forms found at the following website:

<https://www.tn.gov/tdot/government/g/ada-office0/transition-plan.html>

The project will consist of an ADA compliance review of City services, policies, practices, programs, and activities, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, signalized intersections, public rights-of-way sidewalks, and associated curb ramps. Possible solutions will be provided to bring non-compliant elements that are not considered a de minimis barrier and are not "safe harbored" into compliance. An ADA Transition Plan will be developed to formally document tasks and associated observations outlined in this Scope of Services.

SCOPE OF PROFESSIONAL SERVICES

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 12-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.

Task 1 Deliverables:

- Monthly invoices with progress reports.

Task 2 – Project Meetings

- 2.1 Kick-off Meeting. The Consultant will conduct one (1) meeting with an ADA Liaison Committee comprised of City staff representing major program areas and/or departments. The purpose of the Kick-off Meeting is to discuss the ADA Title II requirements and the process that will be used to develop the City's ADA Transition Plan and to introduce the proposed project tasks and schedule. The Consultant will produce meeting materials and handouts, lead and facilitate the Kick-off Meeting, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).
- 2.2 Daytime Meetings. The Consultant will conduct digital coordination meetings every two weeks throughout the project to update the City on progress and ask questions (30-minute, virtual meeting).
- 2.3 Evening Meetings. The Consultant will attend up to four (4) evening public meetings in La Vergne to go over the results of the ADA Transition Plan (2-hour, in-person meeting).

Task 2 Deliverables:

- Electronic copy of the meeting presentations.
- Minutes and summary of action items from the meetings.

City Responsibilities:

- The City will create an ADA Liaison Committee comprised of City staff representing major program areas and/or departments.
- The City will conduct all internal coordination required to identify City staff to serve on the ADA Liaison Committee for the duration of the project.
- The City will conduct all internal coordination required to identify City staff to attend each meeting.
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- The City will provide a location in which to host the in-person meetings.

Task 3 – ADA Transition Plan Self-Certification

- 3.1 Prior to starting Task 4, the Consultant will work with the City to prepare an ADA Transition Plan Self-Certification for submittal to TDOT. The Consultant will incorporate TDOT comments and submit a final ADA Transition Plan Self-Certification Form for TDOT acceptance.
- 3.2 Following the completion of Task 6 (Transition Plan Development), the Consultant will work with the City to achieve its Self-Certification Status. The Consultant will prepare an updated ADA Transition Plan Self-Certification Form for submission to TDOT, incorporate TDOT comments, and submit a final ADA Transition Plan Self-Certification Form for TDOT acceptance.
- 3.3 The Consultant will use the form located at:
<https://www.tn.gov/content/tn/tdot/government/g/ada-office0/transition-plan/local-agency-ada-self-evaluation--transition-plan--and-self-certification-status.html>

Task 3 Deliverables:

- TDOT ADA Transition Plan Self-Certification Forms

City Responsibilities:

- The City will submit the completed ADA Transition Plan Self-Certification Forms to TDOT.

Task 4 – Services, Policies, Practices, Programs, and Activities (Programmatic) Review

The amount shown for this task is based on up to 90 hours of effort. If additional effort beyond the 90 hours is required, it will be billed as an additional service under the Consultant's then-current rate schedule. The Consultant will not proceed with any additional services without written authorization from the City.

- 4.1 The Consultant will evaluate the current level of program, service, and activity accessibility by reviewing information available on the City's website and administering program questionnaires and/or conducting virtual interviews as necessary with City staff to evaluate the current City status regarding ADA requirements. These questionnaires will assist in evaluating current City status regarding ADA requirements, including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, effective communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

The Consultant will coordinate with the City to review City services, policies, practices, programs, and activities for ADA compliance to the extent these documents are available, including:

- Department-specific handbooks, policies, procedures, and guidelines,
- Standard operating procedures
- Ordinances
- Reasonable modification request policy, procures, and request form
- Non-discrimination assurance
- Non-discrimination language for non-federal contracts, agreements, and waivers
- Non-discrimination policy statement
- Alternate format policy, procedure, and request form
- Effective communication policy, procedure, and request form
- Meeting agendas and minutes
- Videos
- Design standards
- Emergency management documents
- Service animal guidance/policy
- Event planning guidance/policy/checklist
- Event ticketing guidance/policy
- Other power-driven mobility device guidance/policy
- Retaliation and coercion policies

Task 4 Deliverables:

- Summarize findings from the program questionnaire and interview process.
- Summarize possible solutions to improve program access based on the questionnaire and interview process results.

City Responsibilities:

- The City shall respond to program questionnaires and participate in virtual interviews as needed.

Task 5 – Facilities Review

- 5.1 **Building Review.** The Consultant will establish field teams to conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was originally constructed are excluded from the evaluations.

5.1.1 Buildings and Parking Lots – The Consultant will evaluate the following buildings and associated parking lots:

Location Name		Property Address
1	City Hall	5093 Murfreesboro Rd
2	Police HQ	5093 Murfreesboro Rd
3	Police CID	5093 Murfreesboro Rd
4	Fire Station 41	283 Old Nashville Hwy
5	Fire Station 42	609 Waldron Rd
6	Fire Station 43	301 Bill Steward Blvd
7	La Vergne Public Library	5063 Murfreesboro Rd
8	Parks & Rec Office and Shop	294 Sand Hill Rd
9	Multi-Purpose Building	5093 Murfreesboro Rd
10	Senior Center	337 Stones River Rd
11	Public Works & Community Development	1500 E Nir Shreibman Blvd
12	Water Treatment Plant	700 Bon Aqua Dr

Building evaluations are limited to all publicly accessible areas and employee common-use spaces in employee-only areas. Work areas located in employee-only areas are excluded from the evaluation.

The Consultant will evaluate all on-site sidewalks (excludes pedestrian access routes and other features within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA-compliant within the building sites. Only non-compliant issues along exterior pedestrian paths of travel will be recorded in the fieldwork data, facility reports, and photologs.

5.2 Park Review. The Consultant will establish field teams to conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards.
- Recreation facilities with no previous standard (i.e., recreational facilities listed in Chapter 10 of the 2010 ADA Standards) will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was originally constructed are excluded from the evaluations.

5.2.1 Parks and Parking Lots – The Consultant will evaluate the following parks and associated parking lots:

Location Name		Property Address
1	Bicentennial Park	5093 Murfreesboro Rd
2	Brookside Park	135 Stone Ridge Pkwy
3	Dog Park	377 Stones River Rd
4	Lake Forest Park	401 Holland Ridge Dr
5	Mankin Park	124A Mankin St
6	Veterans Memorial Park	115 Floyd Mayfield Dr

The Consultant will evaluate all recreation amenities for the parks listed in **Task 5.2.1**. The Consultant will evaluate all on-site accessible routes that connect parking or the public right-of-way to the interior of each site and connect amenities on each site (excludes pedestrian access routes and other features within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the park sites. Only non-compliant issues along exterior pedestrian paths of travel will be recorded in the fieldwork data, facility reports, and photologs.

5.3 Public Rights-of-Way Review. The Consultant will establish field teams to conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the 2023 Public Rights-of-Way Accessibility Guidelines (PROWAG). State and local building codes under which the project was originally constructed are excluded from the evaluations.

5.3.1 Signalized Intersections – The Consultant will evaluate the following two (2) signalized intersections and associated curb ramps and pedestrian crossings.

Intersection Name	
1	Old Nashville Hwy at Stones River Rd
2	Old Nashville Hwy at Jefferson Pike

5.3.2 Sidewalk Corridors – The Consultant will evaluate up to 53 linear miles of sidewalk corridors. Sidewalk corridors consist of sidewalks, pedestrian street crossings, and pedestrian driveway crossings. The sidewalk corridor length is calculated using the centerline of the pedestrian path of travel.

5.3.3 Unsignalized Intersections and Driveways – The Consultant will evaluate all curb ramps and pedestrian crossings at unsignalized intersections and driveways along the sidewalk corridors in **Task 5.3.2**.

Task 5 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each facility type. Each facility report will identify the compliance status of each facility and consist of the following:
 - Listing of facilities that are not in compliance with ADA requirements.
 - Listing of facilities that are in compliance with ADA requirements.
 - Possible solutions to resolve non-compliance issues for each facility.
 - Prioritized list of improvements using criteria developed by the Consultant.
 - “Cost report” that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that

proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

- Pay items and associated pay item units.
- Photolog summary for each facility.
- Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as the current TDOT low-bid 12-month moving average unit prices, Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, City cost indexes, consulting with local specialty contractors, City-provided information, and assumptions regarding future economic conditions.

City Responsibilities:

- The City will review the Consultant-provided pay item list and provide feedback on unit prices to develop cost reports for public rights-of-way facilities.

Task 6 – Transition Plan Development

The Consultant will coordinate with City staff in developing the Transition Plan as follows:

- 6.1 ADA/504 Coordinator. The Consultant will provide the City with the recommended roles and responsibilities of the ADA/504 Coordinator. The ADA Liaison Committee will also assist in designating the ADA Coordinator for the City.
- 6.2 Grievance Policy and Procedure. The Consultant will review the City's existing Title II ADA grievance policy, procedure, and complaint form and, if necessary, provide the City with a list of suggested changes.
- 6.3 ADA Notice. The Consultant will review the City's existing ADA Notice and, if necessary, provide the City with a list of suggested changes.
- 6.4 Prioritization Criteria. The Consultant will provide the City with recommended criteria for prioritizing identified accessibility improvements.
- 6.5 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA for the facilities evaluated in **Task 5**. This may consist of exemptions related to

structures of historic significance or other exceptions and exemptions as stated in the applicable accessibility standards.

- 6.6 Budget. The Consultant will provide the City with a recommended multi-year budget for accessibility improvements identified in **Task 5**. Possible funding sources to achieve compliance will be provided. It will be the City's responsibility to confirm the City's eligibility for each funding source.
- 6.7 Draft Transition Plan. Based on the services, policies, practices, programs, and activities reviews completed in **Task 4** and the facility reviews completed in **Task 5**, the Consultant will prepare a draft Transition Plan for the City. The plan will consist of:
- Summary of project purpose, process, and most significant observations.
 - Detailed observations of the services, policies, practices, programs, and activities reviews completed in **Task 4** and facility reviews completed in **Task 5**.
 - A schedule with cost estimates for removing facility barriers identified in **Task 5**.
- 6.8 Final Transition Plan. The Consultant will address one (1) round of written consolidated comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City.

Task 6 Deliverables:

- Electronic copy of comments on the City's existing ADA grievance policy, procedure, and complaint form for Title II.
- Electronic copy of comments on the City's existing ADA Notice.
- Electronic copies of the draft and final ADA Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final ADA Transition Plan Appendix in PDF format will be provided using the Consultant's electronic file-sharing system.

City Responsibilities:

- The City will provide written consolidated comments on the draft ADA Transition Plan and Appendix.

Task 7 – Public Outreach

- 7.1 The Consultant will assist the City in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by compiling a list of local disability organizations and their contact information.
- 7.2 The Consultant will conduct up to two (2) meetings with City staff and the ADA Advisory Committee to describe the process, timeline, and expectations associated with this project and receive any general input they may provide. The Consultant will produce meeting materials (PowerPoint presentation, public access survey, and Wikimap), lead and facilitate the ADA Advisory Committee Meeting, and prepare meeting notes from each meeting (1-hour, in-person meeting).

Task 7 Deliverables:

- List of local disability organizations and their contact information in Excel format.
- Meeting notes from each meeting.
- Electronic copies of each meeting presentation.
- Web link to public access survey in SurveyMonkey.
- Web link to WikiMap showing existing City facilities.
- Summary of online web survey and WikiMap results in the ADA Transition Plan.

City Responsibilities:

- The City will conduct all internal coordination required to identify City staff to attend each meeting
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- The City will provide a location in which to host each meeting.
- The City will contract for all effective communication services, including but not limited to sign language interpreting, captioning services, and accessible documents. Any request for the Consultant to contract and coordinate directly with effective communication service providers will be considered Additional Services.

Task 8 – Dashboard Development

- 8.1 Coordination Meetings. The Consultant will prepare for and attend up to one (1) virtual meeting with City staff to provide a demonstration of a sample Esri dashboard and to provide a demonstration of the Esri dashboard developed for the City as detailed in **Task 8.2**.

8.2 Dashboard Development. The Consultant will develop an Esri dashboard for viewing and filtering select attributes of the facility geodatabase. The dashboard will consist of the following elements:

- Web map displaying point and line features representing the facilities evaluated in **Task 5**.
- Cost summary indicator displaying total cost for each facility type and dynamic cost of selected facilities/elements.
- Priority summary pie chart displaying facility priority (high, medium, and low).
- Compliance summary pie chart displaying compliance status (compliant and not compliant).
- Site category selector menu that contains a list of each facility. Allows filtering by facility name.
- Priority or compliance status category selector for each facility.
- Serial (bar) chart with barrier graphs for building and park facilities.
- Links to PDF facility reports developed in **Task 5**.
- Embedded dashboard instructions and disclaimer in Adobe PDF format.

Development of additional widgets and functionality will be considered Additional Services.

Task 8 Deliverables:

- ESRI dashboard.

City Responsibilities:

- The City will conduct all internal coordination required to identify City staff to attend each meeting.
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- Provide the Consultant with necessary access to the City's ArcGIS Enterprise or ArcGIS Online account to develop the ESRI dashboard on the City's account.

Task 9 – Staff Training

9.1 The Consultant will conduct up to ten (10) hours of in-person staff training ("Training") on topics related to accessibility and relevant to the development of the City's ADA Transition Plan. The training can be divided into three (3) individual sessions and conducted over multiple days as needed. The training may include the following topics:

- City Requirements and Responsibilities Under Title II of the ADA
- 2023 PROWAG Standards
- Performing Field Investigations and Inspections to Evaluate the Accessibility of City Public Rights-of-Way Facilities
- Monitoring and Updating the ADA Self-Evaluation and Transition Plan

After project initiation, the City and Consultant will define a training program schedule for ten (10) hours of in-person training. Specific training topics will be confirmed with City staff before scheduling the training session. Training will be scheduled to occur in a single day or consecutive days. The City may invite non-employees to attend the trainings essential to the City's design, construction and/or operation. Essential personnel are any individuals contracted to provide services for the City and whom the City deems necessary to receive the Training because of the essential services they provide.

If greater than ten (10) hours of in-person training is required, training and development efforts will be considered Additional Services. The Consultant will not proceed with any additional services without written authorization from the City.

Task 9 Deliverables:

- Printed copies of the training presentations and any associated hand-outs or materials. Slides will be printed two (2) per page.
- Certificates of completion and PDH certificates for training attendees as applicable.

City Responsibilities:

- The City will conduct all internal coordination required to identify City staff to attend each training.
- The City will provide the names and email addresses of all staff identified to attend each training.
- The City will provide a location in which to host the training.

Services Not Included:

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation of employee-only work areas.
- Providing printed copies of Appendices.
- Providing effective communication services, including but not limited to sign language interpreting and captioning services.
- Providing deliverables in languages other than English.

Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at the Consultant's then-current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Evaluation and reporting of facilities not listed in **Task 5**.
- Digital accessibility review of City website and social media accounts.
- Update the Transition Plan to document additional work.

Information Provided by City

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

The Consultant will perform the services in Tasks 1 – 9 on a labor fee plus expenses basis with the maximum fee as summarized below.

Task Number & Name		Fee
1	Project Management	\$ 40,000
2	Project Meetings	\$ 45,000
3	ADA Transition Plan Self-Certification	\$ 3,500
4	Services, Policies, Practices, Programs, and Activities (Programmatic) Review	\$ 19,500
5	Facilities Review	
5.1	<i>Building Review</i>	\$ 73,500
5.2	<i>Park Review</i>	\$ 38,500
5.3	<i>Public Rights-of-Way Review</i>	\$160,000
6	Transition Plan Development	\$ 19,500
7	Public Outreach	\$ 10,500
8	Dashboard Development	\$ 19,500
9	Staff Training	\$ 20,500
Total		\$450,000

The Consultant will not exceed the total maximum labor/expense fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. The Consultant reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

Labor fee will be billed on an hourly basis according to our then-current rates (see Attached Hourly Labor Rate Schedule). As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.05 times cost. A percentage of labor fee (equal to 5%) will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and the Consultant's project number.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$120 - \$150
Analyst II	\$160 - \$185
Professional	\$185 - \$215
Senior Professional I	\$240 - \$310
Senior Professional II	\$335 - \$400
Senior Technical Support	\$110 - \$290
Technical Support	\$100 - \$165
Support Staff	\$80 - \$135

Effective through June 30, 2025

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 5% mark-up

Sub-Consultants will be billed at 5% mark-up

EXHIBIT C
TIME SCHEDULE

Task	2025										2026		
	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Task 1: Project Management													
Task 2: Project Meetings	★	★	★						★			★	
Task 3: ADA Transition Plan Self-Certification													
Task 4: Services, Policies, Practices, Programs, and Activities (Programmatic)													
Task 5: Facilities Review													
Task 6: Transition Plan Development													
Task 7: Public Outreach													
Task 8: Dashboard Development													
Task 9: Staff Training													

Legend	
Project Task	
Project Kick-off Meeting	★
Evening Meetings	★

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Union Fire Ins Co of Pittsburg		19445
		INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D : Lloyd's of London		85202
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 779379820

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: LA VERGNE ADA TRANSTION PLAN; Matt Pool. The City of La Vergne is named as an Additional Insured with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of La Vergne
5175 Murfreesboro Road
La Vergne TN 37086

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.G. Approve Facility Use Permit with the YMCA for a Youth Soccer Program.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Parks & Recreation Athletic Facility Form

Summary:

This is a Facility Use Permit that will allow the YMCA to use ball fields at Veterans Memorial Park to host a youth soccer program.

Background Information:

The North Rutherford YMCA currently hosts a youth soccer program at their facility off of Sam Ridley Parkway. The parks department inquired with the YMCA about partnering with the City of La Vergne and moving their youth soccer program to Veterans Memorial Park. They currently operate a Spring and a Fall season at that location and can accommodate 12-18 teams. This Use Permit is similar to permits that they have with neighboring municipalities. This permit would allow the YMCA to use fields at Veterans Memorial Park to host a Fall soccer league for the youth in our community. The term of this permit would be approximately three (3) months, August 2025 thru October 2025. The YMCA will provide the supplies to paint the fields and will do the initial layout. The parks staff will maintain the fields for the duration of this permit term. The organization will not be operating the concession stands. No monies will be exchanged on city property. All sign ups will take place at the YMCA or online.

Financial Summary:

There are no additional costs to the City associated with this permit.

Staff Recommendation:

Staff recommends approval.

CITY OF LA VERGNE
Parks and Recreation
Athletic Facility Reservation Form
For Service Provider/Special Events

Name of Organization: _____

Address: _____

Authorized Representative: _____

City: _____

Phone (Home): _____

Phone (Work): _____

Location: _____

Date/Time: _____

I. _____ agrees to:

1. Provide the City with schedules of games and practices by _____, 20____.
2. Provide staff and adult supervision for activities authorized at this site under this reservation.
3. Notify the Director of Parks and Recreation or Designee of any scheduling changes or cancellations.
4. Limit activities to the times, dates, and locations specified on this reservation.
5. Control and remove litter from the game fields, spectators' areas, parking lots, and other property used in connection with this reservation.
6. Abide by all rules and regulations of La Vergne Parks and Recreation regarding the use of park lands.
7. Complete La Vergne Parks and Recreation Accident Reports when an injury occurs and submit it to the Director of Parks and Recreation or Designee within 24 hours.
8. Notify the Director of Parks and Recreation or Designee of the game fields, spectator areas, or any other property utilized in connection with this reservation that need repair.
9. Postpone or cancel any competition or practice that will physically damage the playing surfaces or related facilities as determined by the Director of Parks and Recreation.
10. Be held directly responsible for any unauthorized use of facilities by program participants. The organizations shall reimburse the City for any expenses for damages caused by the activities of the over and beyond normal wear to the facilities.
11. Provide proof of public general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and name the City of La Vergne as an additional insured in said policy. The insurance shall be on an occurrence basis so that claims made at subsequent dates are covered. Said policy of insurance must be submitted to the City prior to the use of the park properties.
12. Indemnify, defend, and save harmless the City, its officers, employees, and representatives, from any and all liability arising from the use of properties, facilities, and equipment in the provision of activities under this reservation.
13. Agree that a material condition of this reservation is that the organization will not directly or indirectly deny participation or admittance to these activities to any person or persons on the basis of race, religion, color, sex, physical or mental handicap, ancestry, national origin, or age.

II. The City will:

1. Provide facilities of specified times, dates, and locations outlined on reservation form.
2. Maintain game fields, spectator areas, parking lots, and other property used in connection with reservation in a playable condition to the extent it is feasible to do so.
3. Prepare the playing surfaces at the start of the day for scheduled competition.
4. Determine when athletic facilities cannot be utilized due to inclement weather and/or unsafe playing conditions by _____ on game dates and _____ on practice dates.
5. Provide reasonable accommodations for re-scheduling any competition postponed or canceled due to inclement weather and/or playing conditions. Such accommodations will be strictly limited to the availability of facilities and shall not interfere with any scheduled activity as determined by the Director of Parks and Recreation or Designee.
6. Provide the organization with an Expense Summary and backup for all claims made against the user for reimbursement of cost associated with damages to the facilities over and beyond normal wear to the facilities. Claims shall be inclusive of all material, labor, and equipment costs.

_____ agrees to the terms and conditions of this facility reservation form and acknowledges that violation of said terms can result in the revocation of use at the discretion of the City.

Signed: _____ Date: _____

Print Name: _____ Title: _____

Approved By: _____ Date: _____
City Staff Signature / Title

Amount Paid: _____ Check#: _____

New Youth Sports Concussion and Head Injury Law Effective January 1, 2014

Public Chapter 148, passed by the Tennessee General Assembly in April 2013 and effective on January 1, 2014, requires certain "youth athletic activities" to comply with guidelines issued by the Tennessee Department of Health concerning risk and symptoms of concussion and head injuries. Under the legislation, Section 68-55-503(b)(1) states: "Any city, county, business or nonprofit organization that organizes a community-based youth athletic activity for which an activity fee is charged, working through guidance from the department of health, shall at a minimum":

- (A) adopt guidelines developed by the department of health;
- (B) require the director of the program and all coaches to complete annually concussion recognition and head injury education course developed by the department of health;
- (C) require on a yearly basis a concussion and head injury information sheet be signed and returned by each coach prior to initiating practice or competition for the year;
- (D) require on a yearly basis a concussion and head injury information sheet be reviewed by all athletes and the athlete's parent or guardian.

Section 68-55-503(b)(2) requires that a youth athlete who has sustained a concussion or head injury must be evaluated and receive clearance for a graduated return to play from a health care provider. This section details how the youth athlete's return to play should be managed.

Section 68-55-503(b)(3) provides persons acting in "good faith" some relief from liability, but provides that "good faith" shall not include willful misconduct, gross negligence or reckless disregard.

Section 68-55-503(6)(4) requires licensed health care professionals performing any of the functions required by the act, shall receive training in the evaluation and management of the concussions.

I acknowledge that the City of La Vergne has notified our organization of the legislation described above. Our organization agrees that it will abide by the legislation at all times when conducting youth athletic activities. Furthermore, our organization will indemnify and hold harmless the City of La Vergne and its officers and employees from any occurrences of noncompliance with the legislation by our organization.

Name of Organization

Signature

Title

Date

Sudden Cardiac Arrest Prevention Act

Public Chapter 325, passed by the Tennessee General Assembly in April 2015 and effective on January 1, 2016, requires certain community-based youth athletic activities to comply with guidelines issued by the Tennessee Department of Health concerning risk and symptoms of sudden cardiac prevention. Under the legislation, any city, county, business or nonprofit organization that organizes a community-based youth athletic activity for which an activity fee is charged, working through guidance from the Department of Health, shall at a minimum:

- (A) Adopt guidelines developed by the Department of Health;
- (B) Require all coaches and, if appointed, the licensed health care professional to complete annually a sudden cardiac arrest education program developed by the department of health;
- (C) Require that a sudden cardiac arrest information sheet be signed on a yearly basis and returned by each coach prior to initiating practice or competition for the year;
- (D) Require, on a yearly basis, that a sudden cardiac arrest information sheet be reviewed by all athletes and the athlete's parent or guardian.

The legislation also:

- Includes provisions for managing a return to play for a youth athlete who has experienced symptoms consistent with sudden cardiac arrest, following evaluation and clearance for a graduated return to play from a health care provider.
- Provides some relief from liability for persons acting in "good faith" but not for willful misconduct, gross negligence or reckless disregard.

Further details can be found in *Tennessee Code Annotated*, Section 68-6-104, a copy of which accompanies this form.

I acknowledge that the City of La Vergne has notified our organization of the legislation described above and has provided a copy of *Tennessee Code Annotated*, Section 68-6-104. Our organization agrees that it will abide by this legislation at all times when conducting youth athletic activities.

Furthermore, our organization will indemnify and hold harmless the City of La Vergne and its officers and employees from any occurrences of noncompliance with the legislation by our organization.

Name of Organization

Signature

Title

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.H. Approve Change Order #6 (Final) with Romach Construction Company for the Construction of the New Fire Station #41 / Headquarters.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Change Order #6

Summary:

This is the final change order for the Fire Station 41 project. This will close out the project and authorize the final payment.

Background Information:

This change order allocates funding for the remaining six (6) items that were needed to finish out the project. These costs were deducted from the contingency in the contract.

This also deducts the allowances for various items that were completed by the Fire Department during the construction of the project and removes the remaining contingency from the project. The total amount deducted from the contract for the allowances is \$40,000 and the remaining amount of contingency removed is \$580,389.76 for a total amount of \$620,389.76.

Once these changes are completed, the original approved contract amount drops from \$11,512,100.00 to \$10,784,293.96.

Financial Summary:

The total amount deducted from the contingency is \$59,506.36.

The total amount deducted for allowances is \$40,000.

The total amount of contingency removed from the contract is \$580,389.76.

The final contract amount for the project is \$10,784,293.96. The final payment of \$349,086.12 should close out the entire project.

Staff Recommendation:

Staff recommends approval.



Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

CHANGE ORDER NO. 6

PROJECT: Station No: 41
La Vergne Fire Rescue Department
The City of La Vergne

CHANGE ORDER NO: 6

DATE: February 19, 2025

CONTRACTOR: Romach, Inc.
Nathan Morgan, Vice President
170 Reynolds Road
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: October 13, 2022

You are hereby directed to make the following changes in this Contract

ITEM 1: This item covers additional gas and tap fees beyond the amount anticipated in the Gas Connection Allowance. Actual cost was \$15,632.74 and the allowance specified was \$7,500.00 difference to be deducted from Contingency Allowance. See attached cost itemization from Romach dated May 24, 2024.

DEDUCT FROM CONTINGENCY.....\$8,132.74

ITEM 2: This item covers gas trench line work, rock excavation, and gas line trench stone backfill. Cost to be deducted from Owner Contingency. See attached cost itemization from Romach dated May 24, 2024.

DEDUCT FROM CONTINGENCY.....\$13,408.40

ITEM 3: This item covers the construction and installation of an additional piece of cabinetry in the warming kitchen. This was necessitated by the switch from a stove-top/oven unit to a built-in double-oven unit. Cost to be deducted from Owner Contingency. See attached cost itemization from Romach dated June 4, 2024.

DEDUCT FROM CONTINGENCY.....\$3,157.31

ITEM 4: This item covers the installation of additional concrete entrance apron that was not shown in the finished civil drawings. Cost to be deducted from Owner Contingency. See attached cost itemization from Romach dated June 4, 2024.

DEDUCT FROM CONTINGENCY.....\$13,253.63

ITEM 5: This item covers the supply and installation of eight (8) additional panic devices that we were instructed to install per further Fire Marshal review. Cost to be deducted from Owner Contingency. See attached cost itemization from Romach dated June 20, 2024.

DEDUCT FROM CONTINGENCY.....\$18,511.03

**SEE ATTACHMENTS
CONTINUED ON FOLLOWING PAGE**

ITEM 6: This item covers the supply and installation of a wood and glass door to the Administration Conference Room in lieu of the aluminum door specified. Cost to be deducted from Owner Contingency. See attached cost itemization from Romach dated June 20, 2024.

DEDUCT FROM CONTINGENCY.....\$3,043.25

TOTAL DEDUCT FROM CONTINGENCY.....**\$59,506.36**

ITEM 7: Allowance for Security/ Low Voltage Cabling is being removed from the Contract as the Fire Department contracted and supplied these services separately.

DEDUCT FROM CONTRACT\$20,000.00

ITEM 8: Allowance for Station Alerting Vendor is being removed from the Contract as the Fire Department contracted and supplied these services separately.

DEDUCT FROM CONTRACT.....\$15,000.00

ITEM 9: Allowance for water/ sewer connection was not needed and is being removed from the Contract.

DEDUCT FROM CONTRACT.....\$5,000.00

ITEM 10: This item covers the removal of the remainder of the Owner's Contingency from the Project. \$639,896.12 was the remainder prior to this change order. This Change Order requests \$59,506.36 from this contingency based on items 1 through 6. The remainder would be \$580,389.76.

DEDUCT FROM CONTRACT.....\$580,389.76

TOTAL DEDUCT FROM CONTRACT.....\$620,389.76

Not valid until signed by both the Owner and Architect.

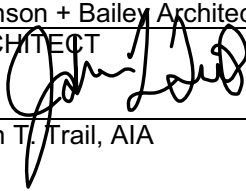
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$11,512,100.00
Net change by previously authorized Change Orders	(- \$107,416.28)
The Owner Contingency Included in Contract Sum.	\$981,818.00
Amount Deducted from Contingency to Date.	\$341,921.88
Owner Contingency Requested this Change Order	\$59,506.36
Owner Contingency Removed from Project this Change Order.	\$580,389.76
The Contract Sum prior to this Change Order was	\$11,404,683.72
The Contract Sum will be reduced by this Change Order.	(-\$620,389.76)
The new Contract Sum including this Change Order will be.	\$10,784,293.96
The Contract Time will be modified by	Zero (0)Days
The Date of Substantial Completion as of the date of this Change Order therefore is	July 16, 2024

**SEE ATTACHMENTS
CONTINUED ON FOLLOWING PAGE**

La Vergne Fire Rescue Department
Station No: 41
Change Order No: 6
February 19, 2025
Page 3 of 3

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

DATE: February 19, 2025

Romach, Inc.
CONTRACTOR

BY
Nathan Morgan, Vice President

DATE:

The City of La Vergne
OWNER

BY
Jason Cole, Mayor

DATE:

ATTACHMENTS:

1. Romach Cost Itemization dated May 24, 2024.
2. Romach Cost Itemization dated May 24, 2024.
3. Romach Cost Itemization dated June 4, 2024.
4. Romach Cost Itemization dated June 20, 2024.
5. Romach Cost Itemization dated June 20, 2024.
6. Romach Cost Itemization dated August 29, 2024.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.I. Approve a Master Services Agreement with Flock Group, Inc. for a Trial Evaluation of an Automated License Plate Recognition System.

Department: Police

Presented By: Brent Hatcher

Item Attachments:

1. PPI Proposal
2. MSA - La Vergne PD - Law Enforcement Agreement

Summary:

The purpose of this trial is to evaluate the effectiveness and applicability of the FLOCK Automated License Plate Recognition (ALPR) system compared to the currently utilized Rekor ALPR system. This assessment will determine whether FLOCK provides enhanced capabilities, improved operational efficiency, and better integration with our existing law enforcement infrastructure.

Background Information:

Trial Scope: The trial will involve deploying FLOCK ALPR cameras at designated locations for a 60-day period. The system's performance will be measured against key metrics, including accuracy, data retrieval speed, ease of use, integration with law enforcement databases, and cost-effectiveness.

Evaluation Criteria:

1. **Accuracy** – Comparison of plate read accuracy between FLOCK and Rekor.
2. **Data Processing Speed** – Time taken for data capture and retrieval.
3. **Ease of Use** – User-friendliness and accessibility for officers.
4. **Integration** – Compatibility with current law enforcement systems.
5. **Cost Analysis** – Overall cost in relation to benefits gained.

6. **Reliability** – System uptime and effectiveness in varying conditions.

Expected Outcome: At the conclusion of the trial, a comprehensive report will be compiled detailing performance findings. If FLOCK ALPR proves to be a more suitable alternative, recommendations will be made for potential adoption and phased implementation across relevant jurisdictions.

Next Steps:

- Deploy FLOCK ALPR cameras at test locations.
- Monitor and document performance over the trial period.
- Compare data with existing Rekor system findings.
- Review results and make a determination on the viability of a transition.

This trial aims to ensure that the department utilizes the most effective ALPR technology available to enhance public safety and operational efficiency.

Financial Summary:

There is no cost to conduct the trial evaluation.

Staff Recommendation:

Staff recommends approval.

La Vergne PPI Proposal

What is a PPI (Project Prove It): A PPI is a Standard Contract with a contractual opt out period of 60 days. The PPI period **starts at 1st hardware validation**. Eg: For a 60 day PPI, the PPI period ends 60 days after the 1st hardware is validated. During that PPI Period, the customer can make any changes **(downgrade or cancel)**. As soon as that PPI Period is done, they are locked into whatever # of cameras they decide to keep (all, some, or none) and we issue an invoice accordingly.

The PPI period for La Vergne PD is 60 days.

The exact wording on the contract is: "Customer will have a 60 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30."

Flock is proposing 18 LPRs (License Plate Readers) that will be placed in the following locations:

4 cover each cardinal direction at the intersection of Murfreesboro Rd/Parthenon Blvd/West Nir Shreibman Blvd.

4 cover each cardinal direction at the intersection of Murfreesboro Rd/Fergus Rd/Into Speedway.

2 cover North and East at the roundabout on Stones River Rd./Nir Shreibman Blvd.

2 cover East and West at the intersection of Old Nashville Hwy/Chaney Blvd.

2 cover South on Chaney Blvd and down Sandford Rd.

2 cover North Waldron Rd/Westbound On-Ramp to I-24 W

2 cover South Waldron Rd/Eastbound On- Ramp to I-24 E

What is involved in the PPI:

Training - Customer Success Manager (CSM) will host as many training sessions as needed. We will ensure that every user is set up correctly and comfortable with using Flock. This will include us helping the PD tailor their platform the way they want with any restrictions they want to specific user groups.

Installation Process Begins: We will have a Kick Off Call with Flock's CSM, Project Manager, and myself (Territory Manager) to get all information needed to get the project and installation started.

Nationwide Network Access: La Vergne PD will have full nationwide access to all 93,000+ Flock LPRs throughout the United States.

Full onboarding and set up by Customer Success Manager, Project Manager, and Territory Manager

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***“Support Services”***).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (***“Service Interruption”***).

Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured.

Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent any provision of this section is inconsistent with Customer's obligation under Tennessee law governing public records, Tennessee law shall control and Customer will not be in breach of this agreement as a consequence of complying with Tennessee law. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary

Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense,

sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer

any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a

Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING

LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“**Deployment Plan**”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 9.J. Approve Agreement for Engineering Services with CTI Engineers, Inc., for the Design and Construction of a Replacement for the Walnut Ridge Low Pressure Sewer System.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Agreement for Engineering Services - Walnut Ridge Low Pressure System

Summary:

This is a proposal for professional services from CTI Engineers to design a low pressure sewer system for the Walnut Ridge Subdivision.

Background Information:

The Walnut Ridge Subdivision consists of 66 lots that currently have septic systems. The Waldron Road widening project will adversely impact several of these septic systems. These lots will require a connection to the La Vergne sewer system. There has also been interest from other property owners to connect to the city's sewer system. A letter and the proposal from John Gahring is attached.

Financial Summary:

The cost for design, bidding and construction phase services is \$98,400.00.

Staff Recommendation:

Staff recommends approval.



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

February 19, 2025

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

Subject: City of La Vergne, Tennessee
Walnut Ridge Low Pressure System
CTI Project NP25001

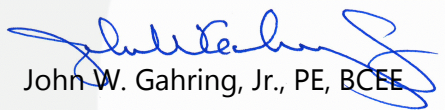
Dear Mr. Richardson:

The Walnut Ridge Subdivision consists of 66 lots with septic systems. The Waldron Road widening project will adversely impact several of these systems. As such they will require a connection to the La Vergne sanitary sewerage system. In addition to these impacted systems, there has been interest among some property owners in connecting to the sanitary sewerage system.

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

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

Sincerely,

A blue ink signature of John W. Gahring, Jr. is written over a light blue rectangular background. The signature is cursive and stylized.

John W. Gahring, Jr., PE, BCEE

Enclosures

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

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2025, by and between the City of La Vergne, Tennessee; 5093 Murfreesboro Road; La Vergne, Tennessee 37086 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc., 3354 Perimeter Hill Drive, Suite 140, Nashville, Tennessee (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the design and construction of a replacement for the Walnut Ridge Low Pressure System (hereinafter referred to as the project).

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

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

Service	Fee Basis	Fee
Design Phase Services	Lump Sum	\$42,000.00
Bidding Phase Services	Lump Sum	\$16,000.00
Construction Phase Services	Lump Sum	\$40,400.00
Total Fee		\$98,400.00

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

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

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

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

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

ACCEPTED BY CLIENT:

CITY OF LA VERGNE, TENNESSEE

BY _____

NAME _____

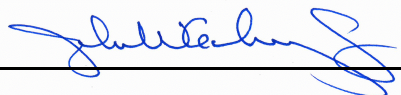
TITLE _____

DATE _____

(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY  _____

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

TITLE Vice President

DATE 2/19/25

APPENDIX A GENERAL CONDITIONS

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

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

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

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

A. Design Phase Services

1. Prepare detailed design drawings, technical specifications, and contract documents for the project. Project consists of the installation of the Walnut Ridge Low Pressure System.
2. Prepare necessary contract documents utilizing CLIENT or CTI standards.
3. Coordinate design activities with the CLIENT and appropriate regulatory agencies and prepare any necessary review applications.
4. Prepare an opinion of probable project construction cost.
5. Provide appropriate numbers of copies of plans, specifications, and contract documents for review by the CLIENT and involved regulatory agencies. The CLIENT will pay any review fees established by the State.
6. Easement acquisition services are not included in these basic services.

B. Bidding Phase Services

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

C. Construction Phase Services

1. *General Administration of Construction Contract.* CTI will consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the construction contract, except as modified herein. The extent and limitations of the duties, responsibilities, and authority of CTI as assigned

in said General Conditions will not be further modified, except as CTI may otherwise agree in writing. All of the CLIENT's instructions to Contractor will be issued through CTI who will have authority to act on behalf of the CLIENT to the extent provided in said General Conditions, except as otherwise provided in writing.

2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.
 - b. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
4. *Interpretations and Clarifications.* CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. *Shop Drawings.* CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project

and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

6. *Substitutes.* CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of "Required Additional Services."
7. *Inspections and Tests.* CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
8. *Disputes between CLIENT and Contractor.* CTI will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.
9. *Applications for Payment.* Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the CLIENT and on review of applications for payment and the accompanying data and schedules:
 - a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not

impose responsibility on CTI to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interest, or encumbrances, or that there may not be other matters at issue between the CLIENT and the Contractor that might affect the amount that should be paid.

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

D. Additional Services Requiring Authorization in Advance

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

1. Furnishing an RPR at the construction site to provide more continuous observation of the work.
2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on

the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

3. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
4. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
5. Providing renderings or models for the CLIENT's use.
6. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.
7. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the CLIENT.
8. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the CLIENT employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of "Required Additional Services."
9. If CTI's compensation is on the basis of a lump sum or percentage of construction cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated. If CTI's compensation is on the basis of a percentage of construction cost and CTI has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials, and equipment, but only one prime contract is awarded for construction, materials, and equipment for the project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation necessitated by the award of only one prime contract.

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

E. Required Additional Services

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

1. Services in connection with work directive changes and change orders to reflect changes requested by the CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of

the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.
6. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

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

III. PERIODS OF SERVICE

- A. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.
- B. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.

- C. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
- D. The periods of service under the construction phase are based upon a construction contract time of 365 calendar days. If the Contractor fails to substantially complete the project within the original contract time and the CLIENT desires CTI to extend the construction phase, the not-to-exceed amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
- E. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than one (1) year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
- F. In the event that the CLIENT authorizes CTI to extend construction phase services beyond the expiration of the original construction contract time, the following conditions shall apply:
 - 1. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.
 - 2. The CLIENT shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the CLIENT's decision to seek liquidated damages from the Contractor for violation of contract time.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 10. First Reading - **Ordinance #2025-07** - An Ordinance to Amend Title 14, Chapter 6 of the La Vergne Municipal Code by Adding Sinkhole Protections to the Stormwater Management Ordinance. (This received a favorable recommendation from the Stormwater Appeals and Advisory Board on February 3, 2025.)

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Ordinance #2025-07

Summary:

This revision will add language to Municipal Code Title 14, Chapter 6 (Stormwater Management Ordinance) which provides controls protecting the citizens of La Vergne from flooding and environmental issues arising from improper modification of sinkholes which provide drainage for multiple landowners. This was reviewed by the Stormwater Advisory Board on February 3, 2025 and they sent a favorable recommendation to the Board of Mayor and Aldermen for this revision.

Background Information:

La Vergne relies on subterranean drainage to provide positive drainage in many areas of the city. Stormwater access to these drainageways is provided by natural sinkholes. Blockages or pollution in these sinkholes can cause regional problems affecting multiple property owners.

Recent changes in federal interpretation of the US Clean Water Act caused city staff to review the current Stormwater Management Ordinance in terms of protection for La Vergne citizens from damages caused by improper modification of regional or area sinkholes.

It was found that the ordinance did include a paragraph which could be somewhat broadly interpreted to provide the necessary protection. This revision is to provide detail and clarity

defining the scope and ability of the Stormwater Management Ordinance to protect the drainageways through the city.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-07

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 6 OF THE LA VERGNE MUNICIPAL CODE BY ADDING SINKHOLE PROTECTIONS TO THE STORMWATER MANAGEMENT ORDINANCE.

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

SECTION I. Title 14, Chapter 6, Section 14-603(2) of the La Vergne Municipal Code is hereby amended by adding a new paragraph (e) that reads as follows:

- (e) Any modification to an existing sinkhole that receives drainage from more than one property requires a Land Disturbance Permit regardless of the area of disturbance. Modifications would include filling, covering, increasing, or decreasing flow into the sinkhole, etc. In addition, any sinkhole or injection well receiving stormwater run-off must be treated as an outfall for the purposes of determining water quality requirements. All water quality requirements of this ordinance must be met prior to stormwater entering the throat of the sinkhole or the inlet of the injection well.

SECTION II. Title 14, Chapter 6, Section 14-604(1) of the La Vergne Municipal Code is hereby amended to read as follows:

- (1) *General.* The land disturbance permit (permit) is to be obtained by the owner(s) or owner(s) designee(s) for a development or redevelopment of over one (1) acre, or less than one (1) acre if it meets the criteria of Part 14-603(2)(b) and 14-603(2)(c) of this chapter. The land disturbance permit is designed to track all applicable land disturbance activities and ensure they are monitored for compliance for erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the city's TDEC NPDES MS4 general permit along with any applicable TDEC construction general permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

SECTION III. Title 14, Chapter 6, Section 14-604(2)(a) of the La Vergne Municipal Code is hereby amended by adding a new paragraph (xiii) that reads as follows:

- (xiii) Further, the disturbance, filling, mitigation, renovation, capping, coverage, or any other modification of a sinkhole that accepts drainage from more than one property must obtain a Land Disturbance Permit from the City of La Vergne under this ordinance regardless of disturbed area.

SECTION IV. Title 14, Chapter 6, Section 14-604(2)(a)(xiii) be renumbered as Title 14, Chapter 6, Section 14-604(2)(a)(xiv).

SECTION V. Title 14, Chapter 6, Section 14-604(2)(a)(xiv) be renumbered as Title 14, Chapter 6, Section 14-604(2)(a)(xv).

SECTION VI. Amend Title 14, Chapter 6, Section 14-605(5) of the La Vergne Municipal Code is hereby amended to read as follows:

(5) *Sinkhole and/or injection well policy.*

- (a) A TDEC injection well permit is required for any use or modification of an injection well.
- (b) A Land Disturbance Permit is required for any disturbance, filling, modifying, etc. of any sinkhole which accepts stormwater drainage from more than one property regardless of disturbed area
- (c) Drainage calculations and support drawings shall be submitted for any development in or around sinkholes. These calculations must be signed and sealed by a registered professional engineer in the State of Tennessee and must include, at a minimum, the following:
 - (i) Drawing showing the onsite and offsite stormwater management channels that discharge to a sinkhole or injection well.
 - (ii) Drawing showing the area inundated by the 100-year/24-hour storm event in the pre-developed condition and the post-developed condition.
 - (iii) A proposed grading plan demonstrating that development (placement of habitable structures or structures that may cause a water quality concern) will not occur within the area inundated by the 100-year/24-hour stormwater event.
 - (iv) Drawings and details showing how the water quality requirements of this ordinance will be met prior to stormwater entering the throat of the sinkhole.
 - (v) Calculations comparing pre-development and post-development flows entering the throat of the sinkhole or injection well for the storm events listed in (d) below. Detention may be used to control post-developed flows and must be quantified in the calculations.
 - (vi) Calculations supporting the elevations used for the drawing described in item (ii) above.
 - (vii) The contributing drainage area for the sinkhole or injection well shall be delineated on a map to show basin wide contours.
 - (viii) Calculations and drawings demonstrating the area of inundation and elevations for the 100-year/24-hour storm in the event that the sinkhole or injection well is completely blocked and allowing no flow.
- (d) Post-developed flows and volume shall not exceed pre-developed flow and volumes entering into a sinkhole for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year/24-hour storm events for a development or redevelopment.

- (e) Any "capping" of a sinkhole shall be done under the direction and approval of the City Engineering Department. Drainage formerly entering the capped sinkhole shall be accounted by providing stormwater calculations showing equal conveyance capacity by an alternative outfall.
- (f) Any alternative stormwater management measure requested in lieu of the sinkhole/injection well policy requirements shall be presented to the La Vergne Stormwater Appeals Board.
- (g) Any filling, capping, or change in capacity of a sinkhole which increases flood depth or flood coverage for the 100-year/24-hour stormwater event on other properties will not be allowed.
- (h) Any filling, capping, or change in capacity of a sinkhole which redirects flow to or through a neighboring property will not be allowed.
- (i) Any modification or alteration of a sinkhole which, in the opinion of the City Engineer, increased the potential for pollutant inflow into the uppermost aquifer or the subterranean stormwater system will not be allowed.

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. 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: February 27, 2025

Item #: 11. First Reading - **Ordinance #2025-08** - An Ordinance to Amend Title 14, Chapter 1, Section 14-105 and Title 14, Chapter 8, Section 14-809 of the La Vergne Municipal Code Regarding the Public Comment Period.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-08

Summary:

This is an ordinance that amends the public comment period sections of the La Vergne Municipal Code for the Planning Commission workshops and meetings and the Stormwater Appeals and Advisory Board meetings.

Background Information:

This ordinance makes changes to Section 14-105 and 14-809 regarding the public comment periods for the Planning Commission and Stormwater Appeals and Advisory Board. This adds another venue to allow the public to sign up to speak at these workshops and meetings as required by state law. Staff will create a form on the city's website to allow anyone to sign up to speak by 12:00 p.m. on the day of the workshop or meeting in question. This also still requires the paper sign-up sheet to be provided up to 15 minutes prior to the meeting in question. Anyone who signs up online does not have to sign the paper sign-up sheet.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-08

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 1, SECTION 14-105 AND TITLE 14, CHAPTER 8, SECTION 14-809 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE PUBLIC COMMENT PERIOD.

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

SECTION I. Title 14, Chapter 1, Section 14-105 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 14-105. - Public comment period.

A public comment period shall be conducted to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the workshops or meetings of the planning commission. Any person wishing to address the planning commission shall make such request by either: 1.) placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the workshop or meeting in question; or 2.) completing the online public comment form no later than 12:00 p.m. on the day of the workshop or meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall not last longer than thirty (30) minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the chairperson may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The planning commission shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

SECTION II. Title 14, Chapter 8, Section 14-809 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 14-809. - Public comment period.

A public comment period shall be conducted to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meetings of the stormwater appeals and advisory board. Any person wishing to address the stormwater appeals and advisory board shall make such request by either: 1.) placing their name, address and the topic of their comments on a sign-in sheet provided for that purpose no later than fifteen (15) minutes prior to the beginning of the meeting in question; or 2.) completing the online public comment form no later than 12:00 p.m. on the day of the meeting in question. Subject to applicable law and Robert's Rules of Order, Newly Revised, each person permitted to speak during the public comment period may be allowed a maximum of three (3) minutes to speak, however the public comment period shall

not last longer than thirty (30) minutes. To the extent that there are ascertainable opposing viewpoints among the persons registered to speak at the meeting in question, the chairperson may recognize those persons to speak in an order that allows opposing viewpoints to be heard to the extent doing so is practicable. The stormwater appeals and advisory board shall not be asked to answer any questions or asked to comment on the topic presented, but will take all comments presented under advisement.

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. 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: February 27, 2025

Item #: 12. First Reading - **Ordinance #2025-09** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-09

Summary:

This is an ordinance to amend the Fiscal Year 2024-2025 General Fund Budget for the Codes Department.

Background Information:

The Codes Department uses EnerGov for permitting and inspections. We have been using their Assist Advanced service to help with making changes to the software and fees each year. It is an optional service, but it has helped the city save money on programming changes to our fee schedule for building permits and impact fees. During the budget process last year, we were not sure if we would need to have the Assist Advanced service for the next fiscal year, so we did not budget funds for it in the current budget. Due to several changes that have been made and additional changes that will be made over the next few months, staff feels that the continuation of this service is critical to the department and we request approval for the funding.

Financial Summary:

The budget amendment is for \$60,000 to cover Assist Advanced and increased software costs.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-09

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 GENERAL FUND BUDGET.

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

The 2024-2025 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41710-260	Codes – Repair & Maintenance Service	\$	60,000
---------------	--------------------------------------	----	--------

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	60,000
-----------	----------------------------	----	--------

**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 13. First Reading - **Ordinance #2025-10** - An Ordinance to Amend the City of La Vergne Fee Schedule by Creating a Special Assessment Zone, Known as the "Waldron Road Sanitary Sewer Special Assessment Zone."

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Ordinance #2025-10

Summary:

This is an ordinance to create the Waldron Road Sanitary Sewer Special Assessment Zone and add those fees to the Fee Schedule.

Background Information:

Section 18-410 of the La Vergne Municipal Code allows for the creation of special assessment zones to recoup costs of project(s) that provide services to these areas. A letter from John Gahring is attached that explains how the fees were calculated and there is a map that shows the special assessment zone area.

Financial Summary:

The amount of the project to be financed through the special assessment zone is \$4,019,293.34. The bid for this project has already been approved by the Board of Mayor and Aldermen. The proposed fees that will be added to the fee schedule is \$3,300 per residential dwelling unit and \$5,850 per acre for commercial development.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-10

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE FEE SCHEDULE BY CREATING A SPECIAL ASSESSMENT ZONE, KNOWN AS THE "WALDRON ROAD SANITARY SEWER SPECIAL ASSESSMENT ZONE."

WHEREAS, the City of La Vergne proposes to expend approximately Four Million, Nineteen Thousand, Two Hundred Ninety Three and 34/100 (\$4,019,293.34) Dollars for construction, engineering and easement costs for the sewerage system serving the area shown on Exhibit A referred to hereinafter as the "Waldron Road Sanitary Sewer Special Assessment Zone", and

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from same; and

WHEREAS, the City has determined a fair rate of recoupment is Three Thousand, Three Hundred (\$3,300.00) Dollars per dwelling unit for future sewer connections or Five Thousand, Eight Hundred Fifty (\$5,850.00) Dollars per acre for future commercial sewer connections, in addition to all other applicable water and sewer connection or water and sewer service fees.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE, THAT:

SECTION I. The City of La Vergne hereby creates a special assessment zone called "Waldron Road Sanitary Sewer Special Assessment Zone" in order to recoup funds expended for construction and installation costs for the upgrade of the Waldon Road sewage additions, providing sanitary sewer service to the properties shown in Exhibit A, attached hereto.

In addition to the properties shown on Exhibit A, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the Waldron Road Sanitary Sewer Special Assessment Zone shall pay Three Thousand, Three Hundred (\$3,300.00) Dollars per dwelling unit on the property served until the actual costs, including interest, is paid in full.

Commercial dischargers shall be assessed Five Thousand, Eight Hundred Fifty (\$5,850.00) Dollars per acre.

EXCLUSIONS: Any customer of the City of La Vergne Water and Sewer Department shall be excluded from the Waldron Road Sanitary Sewer Special Assessment Zone if it is determined by the City Administrator or his designee of the City of La Vergne, that the sewage from the property served does not discharge into the Waldron Road sewerage system.

SECTION II. Each applicant for sanitary sewer service in the Waldron Road Sanitary Sewer Special Assessment Zone shall tender and pay the City prior to connection for such service, the sewer service and tapping fee prescribed in the City of La Vergne Schedule of Rates and Fees as amended, and an additional special sewer area charge of Three Thousand, Three Hundred (\$3,300.00) Dollars per dwelling unit for residential or Five Thousand, Eight Hundred Fifty (\$5,850.00) Dollars per acre for commercial.

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. 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

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

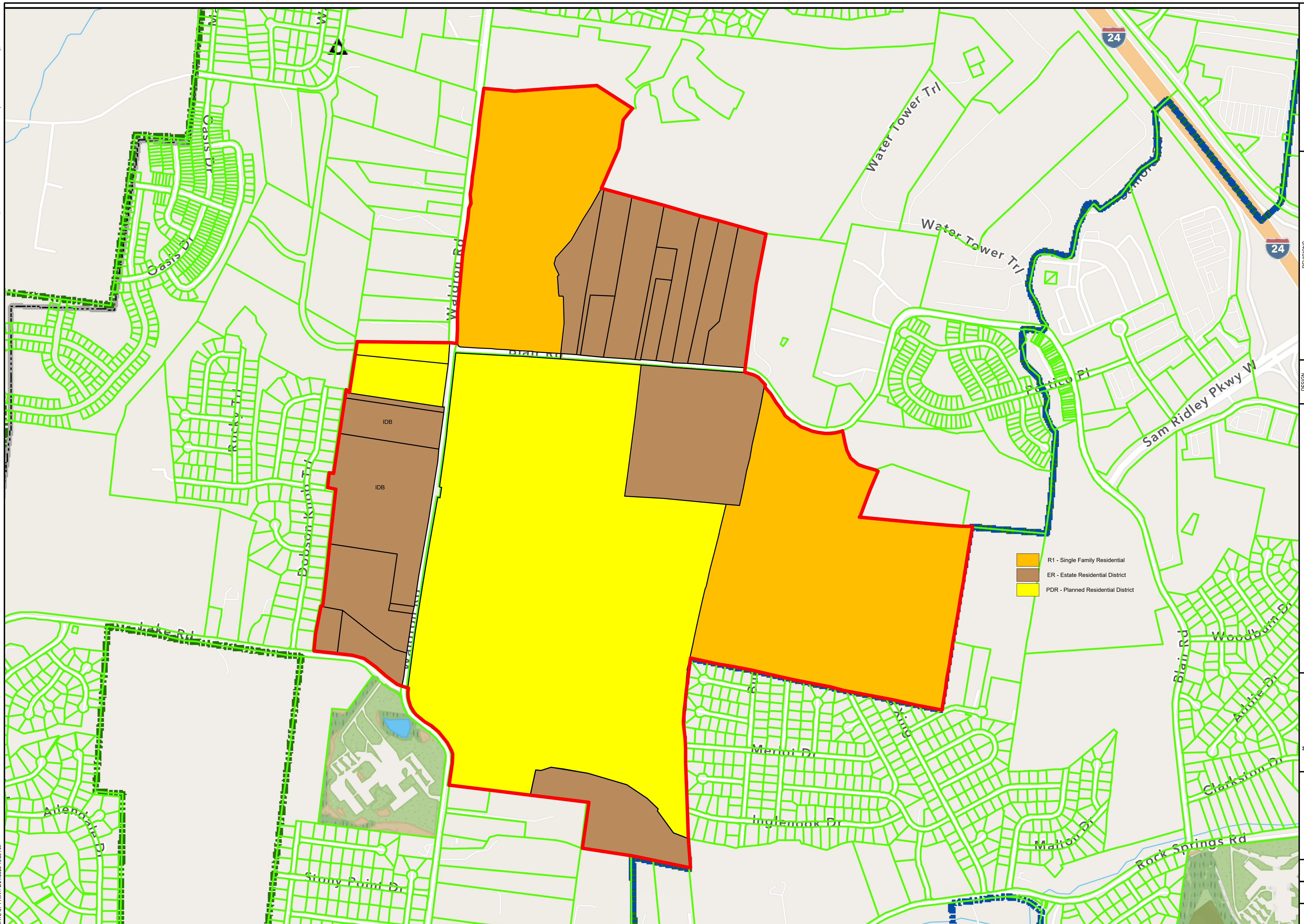
Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

[illegible]

DESIGN	JWG
DRAWN	JDP
CHECKED	JWG
APPROVED	JWG

CITY OF LAVERGNE WALDRON ROAD SEWER ASSESSMENT ZONE	EXHIBIT A
--	------------------



JOB NO. N21003-02
ISSUE DATE February 21, 2025
DRAWING NO. ***-***



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

VIA E-MAIL

February 21, 2025

Bruce Richardson
City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37066

Subject: Waldron Road Sewer Assessment Zone
CTI Project No. N21003

Dear Mr. Richardson:

As per our agreement of August 7, 2021 and amended July 10, 2023 and July 19, 2024, we have received bids for the subject project on January 7, 2025, and have used the low bidder's total cost, with deductive alternate Schedule III, for the construction of the subject project to determine the city's recoupment cost per acre for the Waldron Road Sanitary Sewer Special Assessment Zone.

A total cost for construction and engineering fees of \$4,019,293.34, was used for the calculation of the recoupment cost per dwelling unit. A breakdown on how this cost was determined is shown on the attached table.

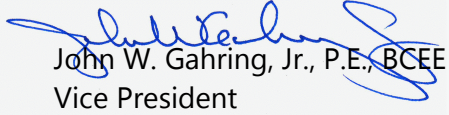
The land area for the Waldron Road Sanitary Sewer Special Assessment Zone is depicted on the attached Exhibit A. This area also includes existing developed land outside of the drainage area that pumps to the Ivy Point Pump Station located in the Waldron Road Sanitary Sewer Special Assessment Zone. The attached table shows a breakdown of the number of dwelling units expected to be developed, per the current zoning map, in the Waldron Road Sanitary Sewer Special Assessment Zone drainage area. Dwelling units have been determined to contribute 280 gallons per average day. For nonresidential development, i.e. commercial dischargers, the assessed fee shall be based on a cost per acre as calculated with a demand of 500 gpd per acre and 280 gallons per average day to determine the number of equivalent dwelling units.

Based on the construction cost and the undeveloped or underdeveloped land remaining in the drainage area, a fair recoupment cost would be \$3,300.00 per dwelling unit for residential dischargers and \$5,850.00 per acre for commercial dischargers.

Page 2
February 21, 2025
Mr. Bruce Richardson

If you have any questions or require clarification, please do hesitate to contact us.

Sincerely,



John W. Gahring, Jr., P.E., BCEE
Vice President

c: Kyle Brown, Assistant City Administrator
Scott Tatalovich, Utility Director
Gary Lides, City Engineer
Michael Deitz, Public Works Director

Waldron Road Sewer Assessment Zone

Base Bid Less Schedule III	\$ 5,655,449.86
Schedule I - Pump Station	\$ (997,047.77)
Additional Pump Station Costs	\$ (1,056,458.75)
Engineering Fees	\$ 417,350.00
Base Bid Less Schedule I and III	\$ 4,019,293.34

Residential Dwelling Unit = 280 gpd
Commercial Based on Dwelling Unit Fee for each 280 gallons per average daily demand (gpd)

Area Served:	Area (Ac)	Area (Sq Ft)	Zone ER	
1. Lots North of Blair Road				
135 Blair Rd	1.66	72309.60	1	
143 Blair Rd	7.24	315374.40	7	
151 Blair Rd	6.80	296208.00	6	
153 Blair Rd	3.19	138956.40	3	
165 Blair Rd	10.45	455202.00	10	
171 Blair Rd	2.44	106286.40	2	
173 Blair Rd	2.65	115434.00	2	
177 Blair Rd	6.62	288367.20	6	
189 Blair Rd	5.47	238273.20	5	
197 Blair Rd	5.72	249163.20	5	
211 Blair Rd	9.33	406414.80	9	
	61.57	2681989.20	56	
2. 180 Blair Rd	33.26	1448805.60	482	
3. Arbor Ridge	Approved Lots 571	Section 1, 2, & 3 95	Remaining 509	
4. Walnut Ridge	Existing Lots 67			
5. Corner of Lake and Waldron	Area (Ac)	Area (Sq Ft)	Zone ER	
926 Waldron Rd	0.40	17424.00	1	
930 Waldron Rd	12.18	530560.80	12	
1028 Lake Rd	5.36	233481.60	5	
1166 Lake Rd	2.21	96267.60	2	
	20.15	877734.00	20	
6. Commercial Property	Area (Ac)	Area (Sq Ft)	500 gpd/ac	Dwelling Units
Arbor Ridge	9.5	413820.00		4750
	9.61	418611.60		4805
IDB Property	32.5	1415700.00		16250
	51.61	2248131.60	25805	92
Dwelling Units Served:				1226
Cost per Dwelling Unit:	\$ 3,278.38	\$ 3,300.00		
Cost per Acre Commercial:	\$ 5,844.04	\$ 5,850.00		



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 14. **Resolution #2025-03** - A Resolution to Amend the Social Media Policy for the City of La Vergne.

Department: Public Relations

Presented By: Anne Smith

Item Attachments: 1. Resolution #2025-03

Summary:

A resolution to update the Social Media Policy for the City of La Vergne.

Background Information:

This is an update to the social media policy that was approved by Resolution #2023-03. We have reviewed the policy and this update reflects the city's desire to close discussions on platforms that allow us to disable comments. It also adds clarity to the process of opening new City pages or giving or removing page access to authorized employees.

Financial Summary:

None.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-03

A RESOLUTION TO AMEND THE SOCIAL MEDIA POLICY FOR THE CITY OF LA VERGNE.

WHEREAS, The City of La Vergne recognizes online social media has made personal expression on public or semipublic websites common place; and

WHEREAS, The free speech rights afforded by the United States and Tennessee Constitutions are of utmost importance to the City, its officials, and employees; and

WHEREAS, The City of La Vergne has an interest in cultivating and maintaining a positive presence on the internet.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the following policy is hereby amended to read as follows:

City of La Vergne - Social Media Policy

PURPOSE: The City of La Vergne's use of social media platforms is intended to expand and enhance communication to a growing number of citizens who rely on social media for news and updates about La Vergne. The goal of the City's use of social networking is to communicate and promote information about the business of the City, how we serve our citizens, and provide updates on matters of interest to social media followers in a timely manner. The City's platforms are not intended to be used as public forums.

PLATFORMS: The policy applies to all social media outlets used by the City of La Vergne, which at the time of adoption of this policy include Facebook, Twitter, YouTube, Instagram, and Nextdoor. More outlets may be added as social media opportunities continue to expand.

POLICY COMPONENTS: This policy is divided into two components:

1. An external policy establishing standards for use of the City's social media outlets by the public.
2. An internal policy establishing standards for City employees who are authorized to post and manage content on official City of La Vergne social media pages.

1. EXTERNAL POLICY: Public Use of Social Media

CONTENT STANDARDS: The City will not allow comments on posts of any official city social media pages if the platform allows for comments to be disabled. City platforms are established in the interest of disseminating pertinent information regarding city business, not creating public forums. In the event platforms do not allow for comments to be disabled, City moderators will not allow posts or comments on official City pages to remain that include:

- Comments not topically related to the post;
- Comments in support of or in opposition to political campaigns or ballot measures;
- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
- Sexual content or links to sexual content;
- Solicitations of commerce;
- Information that may compromise the safety or security of the public or public systems;
- Content that violates a legal ownership interest of any other party.

The City of La Vergne reserves the right to close a conversation if comments stray from the context of the original post.

PERSONAL INFORMATION: The confidentiality and privacy of individuals should be considered high priority. Social media users should not include individual addresses, phone or email information in social media postings without permission.

CITY'S RIGHTS TO POSTED INFORMATION: All messages, images and information posted on the City's social media or sent to the City by electronic means will be considered public information. The City may repost or disseminate such messages, images, and information as it deems appropriate.

RECORDS RETENTION: The City of La Vergne's official social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City business, including communication posted by the City and communication received from citizens, is a public record. The City will engage and retain a social media archiving service to maintain a data record of all social media activity for public records purposes. The City is responsible for responding completely and accurately to any public records request for social media content.

2. INTERNAL POLICY: Administration of Social Media

MANAGING CONTENT: The City of La Vergne will use a distributed control model for managing social media content. This means that control is distributed to several groups within one government, but with one gatekeeper. The Public Information Officer will serve as the one gatekeeper for all official City of La Vergne social media sites or platforms.

The Public Relations Department is responsible for the development of the City of La Vergne social media strategy and oversight of the policies and procedures pertaining to the social media outlets used by the City. The Public Relations Department will establish social media sites when needed and distribute access to users as needed. Any department wishing to create a new social media outlet must first consult with the Public

Information Officer. Along with the City Administrator, the Public Information Officer will approve any new social media platforms used by the City and serve as an administrator on each authorized City social media page.

Authorized individuals within the city will serve as Page Administrators where applicable. They will be responsible for posting, monitoring, and/or updating social media information on their authorized page(s). Any new user requests must be formally submitted to the Public Information Officer via email from their department director for consideration.

New users should use the following procedure to be added to an official city Facebook page:

- Create a new Facebook account using their assigned city email address (@lavergnethn.gov). The new account should reflect the user's real name or a variation there-of.
- Alert the Public Information Officer to the new account and add them as a 'friend' on Facebook.
- Accept an invitation from the Public Information Officer to be a Page Administrator for the relevant page(s).

The ability to serve as a page administrator is a privilege, not a right. Employees with access to city social media platforms may be subject to immediate removal if they do not follow City social media guidelines, fall out of good employment standings or be placed on a performance improvement plan, leave city employment, or have their employment terminated. Should a department director feel an employee should be reinstated on a social media page they must formally submit the request via email to the Public Information Officer for consideration. The Public Information Officer will review all installments or removals of page administrators with the City Administrator.

An updated list of Page Administrators will be maintained by the Public Information Officer and shared as needed with the City Administrator and Human Resources Director.

Department directors and each department's Page Administrator(s) are responsible for the content of their department's social media pages and are allowed to post information on authorized social media pages. No other departmental employees are to post information on official City pages

Generally, the ability to comment on posts will be disabled on official city social media sites. In the event comments cannot be disabled, posts by the public are to be monitored by Page Administrators and deleted if they violate the content standards established in the City's External Policy for Public Use of Social Media. However, Page Administrators must consult with the Public Information Officer before deleting a comment. Criticism and irritating comments are not acceptable reasons for deleting comments. Whenever any content is determined to meet criteria for deletion from a page, the content shall be retained, and a record shall be kept of the reason for the deletion. Unless the speech clearly falls into an unprotected category, First Amendment challenges can be anticipated. The following measures are to be observed for all deleted content:

1. Take a screen shot of the deleted message.
2. Document why the message was removed and the policy the message violated.
3. Save a copy of this documentation for your files and send this information in an email to the Public Information Officer.
4. To facilitate fulfillment of future public records requests, please use the following protocol for the subject line of said email:
 - a. Comment Deletion - [social media platform name] - [date].
 - i. For example: Comment Deletion - Facebook - 01-01-2023.

Page Administrators should avoid engaging in online debates with commenters but should instead react positively and provide factual information, if appropriate. Please consult with the Public Information Officer for assistance if needed.

POLICY UPDATES: The Public Relations Department and City Administration will routinely review and propose updates to the social media policy to comply with applicable federal and state laws and regulations.

RESOLVED this the 4th day of March, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 15. **Resolution #2025-04** - A Resolution to Approve a Land Acquisition Policy for the South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Resolution #2025-04

Summary:

This is a resolution to approve a land acquisition policy for the Waldron Road Widening Project. It allows the city to acquire the necessary real property for the project.

Background Information:

On September 2, 2024, the BOMA approved a Professional Services Agreement with JMT, Inc. for right-of-way acquisition consulting services for this project. We are now at a point where the actual acquisition process can begin. When the city acquires property for large projects, we adopt a land acquisition policy for that project.

This resolution outlines the steps to be taken to acquire the property needed for the project. JMT, Inc. shall submit title opinion letters and the proposed acquisition documents to the city attorney's office for review and approval. Once approval has been received, JMT shall attempt to acquire the property from the parties identified and will offer them up to ten percent (10%) over the appraised value for a voluntary and timely transfer of the property within 30 days of the offer. If JMT, Inc. is not able to acquire the property, they will notify the city engineer and the city attorney. The city attorney will then be authorized to condemn the property by eminent domain.

Financial Summary:

We do not have an estimate of the costs at this time. The final cost will be dependent on the property owners and if they are willing to voluntarily transfer the property to the city within 30 days of the offer.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-04

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR THE SOUTH WALDRON ROAD WIDENING PROJECT.

WHEREAS, the City of La Vergne (hereinafter, "City"), has undertaken the widening of South Waldron Road from Interstate 24 to Rock Springs Road (hereinafter, "Project"), including the acquisition of the interests in real property identified and described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained JMT, Inc. (hereinafter, "JMT"), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of the Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. JMT shall submit title opinion letters and proposed acquisition documents to the City Attorney's office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, Croft shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. JMT shall attempt to acquire the Real Property Interests from the parties identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that JMT is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, JMT shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public welfare requiring it.

RESOLVED this the 4th day of March, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Exhibit 1

Waldron Road ROW - Phase 1 -Batch 1

Tract #	Property Owners	Tax Map #	Parcel #	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
5	LEE LAMONT FARRIS AND CARLA RENE FARRIS	320 A	1.00	2001 Martins Bend Dr, La Vergne, TN 37086	\$31,300.00	\$3,130.00	\$34,430.00
7	JONATHAN MARK WOMACK AND AMY PARKER WOMACK	32	21.11	1155 Waldron Rd, La Vergne, TN 37086	\$26,550.00	\$2,655.00	\$29,205.00
8	EMMANUEL K. INKUM AND RITA INKUM	320 A	32.00	2004 Martins Bend Dr, La Vergne, TN 37086	\$21,850.00	\$2,185.00	\$24,035.00
9	JOHN RUTLEDGE AND SUSAN RUTLEDGE	32	21.10	1125 Waldron Rd, La Vergne, TN 37086	\$25,750.00	\$2,575.00	\$28,325.00
10	SHARON PIPHUS	320 A	21.00	3520 Martins Woods Ln, La Vergne, TN 37086	\$2,250.00	\$225.00	\$2,475.00
11	ORLANDO COACH AND ANTONIA COACH	320 A	20.00	3517 Martins Woods Ln, La Vergne, TN 37086	\$12,300.00	\$1,230.00	\$13,530.00
12	JAMES WALLACE AND MARILYN WALLACE	32J A	22.00	3229 Monmouth Dr. , La Vergne, TN 37086	\$11,100.00	\$1,110.00	\$12,210.00
13	SCOTT LYONS AND CARLA LYONS	32	21.04	1111 Waldron Rd. La Vergne, TN 37086	\$115,700.00	\$11,570.00	\$127,270.00
14	DELUXE HOMES LLC	32J A	21.00	3225 Monmouth Dr, La Vergne, TN 37086	\$7,600.00	\$760.00	\$8,360.00
15	ROBERT D. JOWERS	32J A	20.00	3221 Monmouth Dr. La Vergne, TN 37086	\$10,450.00	\$1,045.00	\$11,495.00
16	ERIC COVINGTON AND SHANNON COVINGTON	32J A	19.00	3217 Monmouth Dr. La Vergne, TN 37086	\$8,450.00	\$845.00	\$9,295.00
17	DENNIS MICHAEL HUDSON JR. AND ABBIE LOUISE HUDSON	32J A	18.00	3213 Monmouth Dr, La Vergne, TN 37086	\$12,600.00	\$1,260.00	\$13,860.00
18	RICKY E. TUCK AND JAMES S. LANCASTER	32J A	17.00	3209 Monmouth Dr, La Vergne, TN 37086	\$17,150.00	\$1,715.00	\$18,865.00
19	GREGORY LISTER AND CATHERINE LISTER	32J A	16.00	3205 Monmouth Dr, La Vergne, TN37086	\$11,100.00	\$1,110.00	\$12,210.00
20	FRANK N. VICTORY AND GLORIA D. VICTORY	32	22.00	1099 Waldron Rd, La Vergne, TN 37086	\$84,150.00	\$8,415.00	\$92,565.00
22	AYMEN HABIB AND HANAN ZAKY	32J A	15.00	3201 Monmouth Dr, La Vergne, TN 37086	\$11,600.00	\$1,160.00	\$12,760.00
23	CHRISTIAN D. BRANNON	32J A	14.00	3109 Monmouth Dr, La Vergne, TN 37086	\$24,300.00	\$2,430.00	\$26,730.00
24	JOHN VANCE SWEENEY	32J A	13.00	3105 Monmouth Dr, La Vergne, TN 37086	\$26,450.00	\$2,645.00	\$29,095.00
26	RICHARD ALEY AND SANDRA K. ALEY	32J A	12.00	3101 Monmouth Dr, La Vergne, TN 37086	\$19,300.00	\$1,930.00	\$21,230.00
27	EUGENE MURENZI AND ALAIN P. MANZI	32J A	11.00	3000 Monmouth Dr, La Vergne, TN 37086	\$23,350.00	\$2,335.00	\$25,685.00
28	NICHOLAS P. JONES AND MELANIE A. JONES	32J A	10.00	3004 Monmouth Dr, La Vergne, TN 37086	\$27,000.00	\$2,700.00	\$29,700.00
29	THE JAMES C. MURPHY AND MAI M. MURPHY REVOCABLE LIVING TRUST	32	21.01	1077 Waldron Rd, La Vergne, TN 37086	\$35,850.00	\$3,585.00	\$39,435.00
30	JOSEPH B. WILLIAMS AND SUZANNE H. WILLIAMS	32	21.08	1073 Waldron Rd, La Vergne, TN 37086	\$16,500.00	\$1,650.00	\$18,150.00
31	VICTOR D. YOUNG AND AREKA M. YOUNG	32	24.02	1100 Waldron Rd, La Vergne, TN 37086	\$16,200.00	\$1,620.00	\$17,820.00
32	JONATHAN KORNAU AND ANNE KORNAU	32	23.01	1063 Waldron Rd, La Vergne, TN 37086	\$61,200.00	\$6,120.00	\$67,320.00
33	TODD ALLEN FOUTCH AND NINA WALKUP FOUTCH	32	23.00	1057 Waldron Rd, La Vergne, TN 37086	\$66,400.00	\$6,640.00	\$73,040.00
35	ROBERT L. SANDS AND TAMELA A. SANDS	32	23.02	1043 Waldron Rd, La Vergne, TN 37086	\$89,950.00	\$8,995.00	\$98,945.00
40	WILLIAM THOMAS KANNE	32	2.04	1166 Lake Rd, Nolensville, TN 37135	\$58,050.00	\$5,805.00	\$63,855.00
41	THELMA WOOD AND DONALD MCCORMICK	32	3.01	1028 Lake Rd, Nolensville, TN 37135	\$58,250.00	\$5,825.00	\$64,075.00
51	HOLLY MCCLANAHAN AND JOHN ANDERSON	290 A	21.00	821 Walnut Ridge Dr, La Vergne, TN 37086	\$21,200.00	\$2,120.00	\$23,320.00
52	JERRY L. DAVIDSON AND CAROLE E. WHEELER DAVIDSON	290 A	20.00	119 Blair Rd, La Vergne, TN 37086	\$24,250.00	\$2,425.00	\$26,675.00
149	CARLOS TORRES LAZO AND FERNANDO TORRES LAZO	320 A	2.00	2005 Martins Bend Dr, La Vergne TN 37086	\$950.00	\$95.00	\$1,045.00
Total Phase 1 - Batch 1					\$979,100.00	\$97,910.00	\$1,077,010.00

Exhibit 2
City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

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

Section 2 - Compensation

2.01 Not to Exceed

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

2.02- Basis of Compensation

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

2.03- Change Orders

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

Section 3 - Schedule

3.01- Schedule

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

3.02 - Notice to Proceed

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

Section 4 - Payment

4.01 - Invoices

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

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

4.03- Payment

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

4.04 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

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

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

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

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

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

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

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

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

Section 8- Insurance

8.01- Requirements

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

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

Section 10- Termination and Suspension

10.01- Suspension

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

10.02- Termination for Cause

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

10.03- Termination for Convenience

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

10.04- Payment following termination

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

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies.

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

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

11.02- Governing Law, Jurisdiction and Venue.

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

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Force Majeure

13.01- Force Majeure

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

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

Section 14- Entire Agreement and Amendment

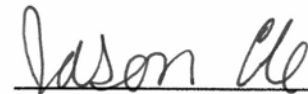
14.01- Entire Agreement

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

14.02- Amendment

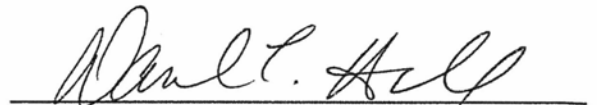
- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified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

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



City of La Vergne

By: Jason Cole
Mayor



JMT - Johnson, Mirmiran & Thompson, Inc.

By: DAN L. HALL
SENIOR VICE PRESIDENT

EXHIBIT A
SCOPE OF SERVICES



August 19, 2024

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

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

Dear Gary:

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

Right-of-Way Acquisition Scope of Services

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

Titles and Closings

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

Appraisals

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

Land Acquisition Document

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

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

Negotiations

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

Relocation/Misc Move Scope of Services

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

Project and File Management

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

Schedule

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

Project Fee

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

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

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

Assumptions

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

Personnel

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

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

Sincerely,



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

SOUTH WALDRON ROAD ROW - LAVERGNE, TN

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

Total - Phase One

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

Phase Two

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

Total - Phase Two

Phase Three

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

Total - Phase Three

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

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

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

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

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

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

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

EXHIBIT C

TIME SCHEDULE

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

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE

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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 16. **Resolution #2025-05** - A Resolution to Accept Phase 2 of the Carothers Crossing Subdivision. (Received a favorable recommendation from the Planning Commission on January 28, 2025.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2025-05

Summary:

This resolution will formally accept Phase 2 of the Carothers Crossing Subdivision.

Background Information:

The developer has requested that this phase be accepted by the city. On January 28, 2025, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one-year maintenance bond within 15 days of BOMA approval.

Financial Summary:

At this time, there is no financial impact to the city. Once the one-year maintenance period ends, the city will be required to maintain the infrastructure included in this subdivision.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-05

A RESOLUTION TO ACCEPT PHASE 2 OF THE CAROTHERS CROSSING SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Carothers Crossing Subdivision, Phase 2; and

WHEREAS, the City of La Vergne Planning Commission, on January 28, 2025, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

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

SECTION 1. That Phase 2 of the Carothers Crossing Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 4th day of March, 2025.

Jason Cole, Mayor

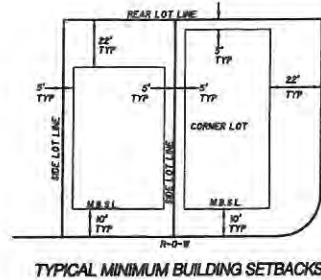
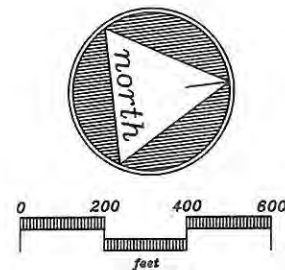
ATTEST:

Bruce E. Richardson, City Recorder









CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM ONE OF THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK NUMBER 1737, PAGE 3857, RUTHERFORD COUNTY REGISTER'S OFFICE, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND THAT OFFERS OR RENEVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES, AND OTHER FACILITIES HAVE BEEN FILED.

DATE: 4/4/22
NAME: KYLE MAURIN
MAP 29, P/O PARCEL 23.00
RECORD BOOK 1737, PAGE 3857

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF AN URBAN LAND SURVEY, CATEGORY "T", AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS FOR THE STATE OF TENNESSEE, AND THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000.

DATE: 3-29-22
NAME: David A. Parker
REGISTERED LAND SURVEYOR
TENN. R.L.S. NO. 2381

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I HEREBY CERTIFY THAT THE SEWER SYSTEMS OUTLINED OR INDICATED ON THE SUBDIVISION FINAL PLAT ENTITLED "CAROTHERS CROSSING, PHASE 2" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 5/31/22
NAME: Kyle Maurin
AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "CAROTHERS CROSSING, PHASE 2" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 5/31/22
NAME: Kyle Maurin
AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE LAVERGNE SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: 6/28/22
NAME: Kyle Maurin
SECRETARY, PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING

I HEREBY CERTIFY THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE LAVERGNE SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE: 5/31/22
NAME: Kyle Maurin
AUTHORIZED APPROVING AGENT

GENERAL NOTES

1. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 132 SINGLE FAMILY LOTS AND 4 OPEN SPACE LOTS.
2. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO RUTHERFORD COUNTY CONTROL POINT ACC-01 (EAD 83-96).
3. THIS PROPERTY LIES WITHIN ZONE X, PER FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 4749C0005H, EFFECTIVE DATE: JANUARY 5, 2007.
4. PARCELS MAY BE SUBJECT TO ADDITIONAL EASEMENTS AND/OR RESTRICTIONS, BY RECORD OR PRESCRIPTION, THAT A COMPLETE TITLE SEARCH MAY REVEAL.
5. PROPERTY IS ZONED FOR LOW DENSITY RESIDENTIAL. MINIMUM SETBACK REQUIREMENTS ARE: FRONT = 10 FT. - SIDE = 5 FT. - REAR = 22 FT.
6. FOR EACH LOT SHOWN ON THIS PLAT, THERE SHALL BE PLANTED A MINIMUM OF ONE CANOPY TREE OF AT LEAST 2.5" CALIPER AND ONE UNDERSTORY TREE OF AT LEAST 1.5" CALIPER. THE TYPE OF TREE IS TO BE DETERMINED BY THE CITY OF LAVERGNE WITH THE DEVELOPER.
7. ALL CRITICAL LOTS (WITH STEEP SLOPES OR GREATER) ARE DENOTED WITH AN ASTERISK. ENGINEERED PLOT PLANS ARE REQUIRED FOR THESE LOTS PRIOR TO OBTAINING A BUILDING PERMIT.
8. ALL COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. DEVELOPER IS RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS. STREET LIGHTS SHALL BE LOCATED NO MORE THAN 500 FEET APART.

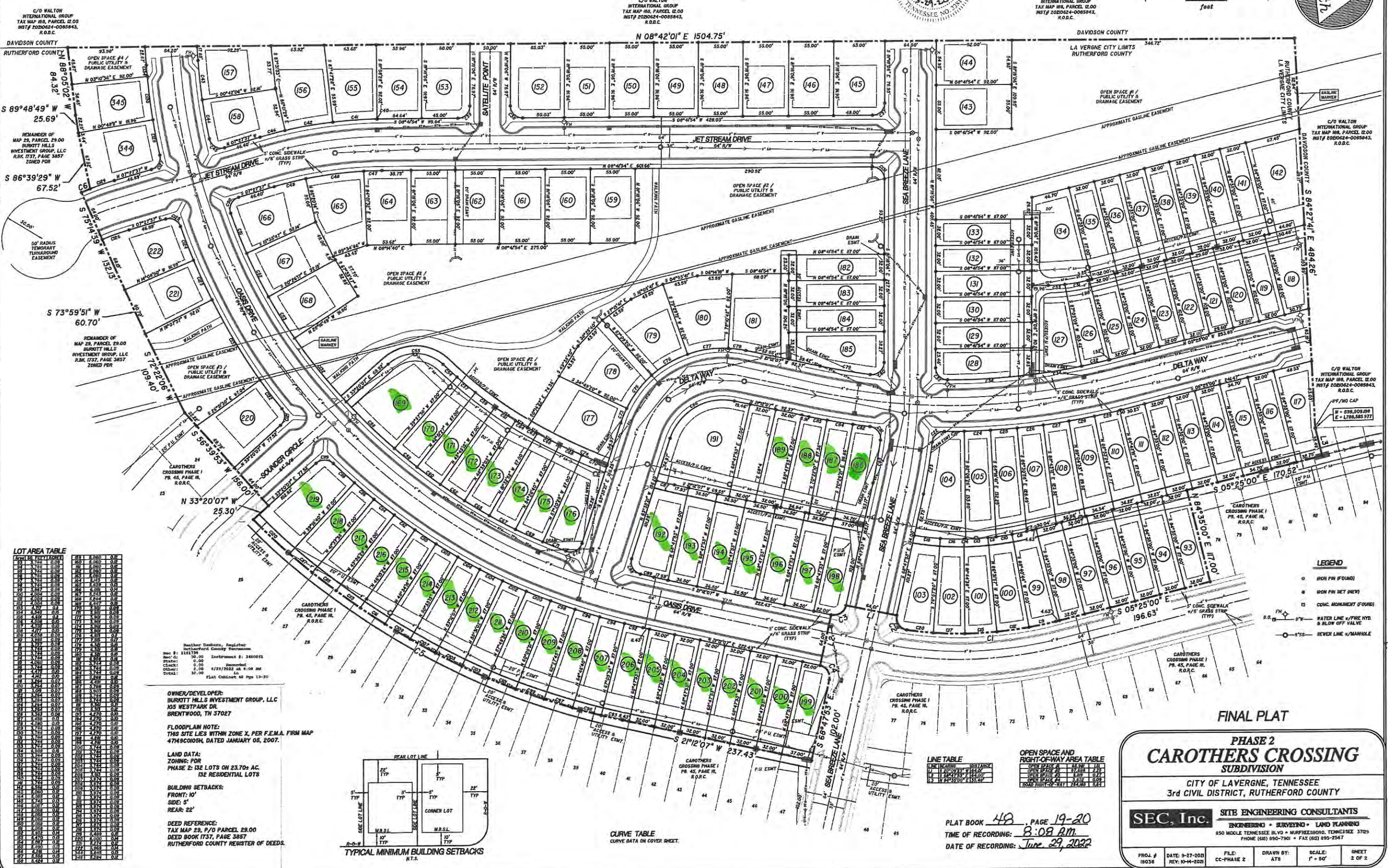
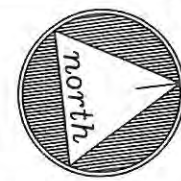
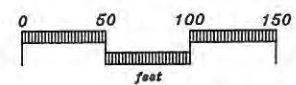


LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	1,234.56	1,234.56	1,234.56
2	1,234.56	1,234.56	1,234.56
3	1,234.56	1,234.56	1,234.56
4	1,234.56	1,234.56	1,234.56
5	1,234.56	1,234.56	1,234.56
6	1,234.56	1,234.56	1,234.56
7	1,234.56	1,234.56	1,234.56
8	1,234.56	1,234.56	1,234.56
9	1,234.56	1,234.56	1,234.56
10	1,234.56	1,234.56	1,234.56
11	1,234.56	1,234.56	1,234.56
12	1,234.56	1,234.56	1,234.56
13	1,234.56	1,234.56	1,234.56
14	1,234.56	1,234.56	1,234.56
15	1,234.56	1,234.56	1,234.56
16	1,234.56	1,234.56	1,234.56
17	1,234.56	1,234.56	1,234.56
18	1,234.56	1,234.56	1,234.56
19	1,234.56	1,234.56	1,234.56
20	1,234.56	1,234.56	1,234.56
21	1,234.56	1,234.56	1,234.56
22	1,234.56	1,234.56	1,234.56
23	1,234.56	1,234.56	1,234.56
24	1,234.56	1,234.56	1,234.56
25	1,234.56	1,234.56	1,234.56
26	1,234.56	1,234.56	1,234.56
27	1,234.56	1,234.56	1,234.56
28	1,234.56	1,234.56	1,234.56
29	1,234.56	1,234.56	1,234.56
30	1,234.56	1,234.56	1,234.56
31	1,234.56	1,234.56	1,234.56
32	1,234.56	1,234.56	1,234.56
33	1,234.56	1,234.56	1,234.56
34	1,234.56	1,234.56	1,234.56
35	1,234.56	1,234.56	1,234.56
36	1,234.56	1,234.56	1,234.56
37	1,234.56	1,234.56	1,234.56
38	1,234.56	1,234.56	1,234.56
39	1,234.56	1,234.56	1,234.56
40	1,234.56	1,234.56	1,234.56
41	1,234.56	1,234.56	1,234.56
42	1,234.56	1,234.56	1,234.56
43	1,234.56	1,234.56	1,234.56
44	1,234.56	1,234.56	1,234.56
45	1,234.56	1,234.56	1,234.56
46	1,234.56	1,234.56	1,234.56
47	1,234.56	1,234.56	1,234.56
48	1,234.56	1,234.56	1,234.56
49	1,234.56	1,234.56	1,234.56
50	1,234.56	1,234.56	1,234.56
51	1,234.56	1,234.56	1,234.56
52	1,234.56	1,234.56	1,234.56
53	1,234.56	1,234.56	1,234.56
54	1,234.56	1,234.56	1,234.56
55	1,234.56	1,234.56	1,234.56
56	1,234.56	1,234.56	1,234.56
57	1,234.56	1,234.56	1,234.56
58	1,234.56	1,234.56	1,234.56
59	1,234.56	1,234.56	1,234.56
60	1,234.56	1,234.56	1,234.56
61	1,234.56	1,234.56	1,234.56
62	1,234.56	1,234.56	1,234.56
63	1,234.56	1,234.56	1,234.56
64	1,234.56	1,234.56	1,234.56
65	1,234.56	1,234.56	1,234.56
66	1,234.56	1,234.56	1,234.56
67	1,234.56	1,234.56	1,234.56
68	1,234.56	1,234.56	1,234.56
69	1,234.56	1,234.56	1,234.56
70	1,234.56	1,234.56	1,234.56
71	1,234.56	1,234.56	1,234.56
72	1,234.56	1,234.56	1,234.56
73	1,234.56	1,234.56	1,234.56
74	1,234.56	1,234.56	1,234.56
75	1,234.56	1,234.56	1,234.56
76	1,234.56	1,234.56	1,234.56
77	1,234.56	1,234.56	1,234.56
78	1,234.56	1,234.56	1,234.56
79	1,234.56	1,234.56	1,234.56
80	1,234.56	1,234.56	1,234.56
81	1,234.56	1,234.56	1,234.56
82	1,234.56	1,234.56	1,234.56
83	1,234.56	1,234.56	1,234.56
84	1,234.56	1,234.56	1,234.56
85	1,234.56	1,234.56	1,234.56
86	1,234.56	1,234.56	1,234.56
87	1,234.56	1,234.56	1,234.56
88	1,234.56	1,234.56	1,234.56
89	1,234.56	1,234.56	1,234.56
90	1,234.56	1,234.56	1,234.56
91	1,234.56	1,234.56	1,234.56
92	1,234.56	1,234.56	1,234.56
93	1,234.56	1,234.56	1,234.56
94	1,234.56	1,234.56	1,234.56
95	1,234.56	1,234.56	1,234.56
96	1,234.56	1,234.56	1,234.56
97	1,234.56	1,234.56	1,234.56
98	1,234.56	1,234.56	1,234.56
99	1,234.56	1,234.56	1,234.56
100	1,234.56	1,234.56	1,234.56
101	1,234.56	1,234.56	1,234.56
102	1,234.56	1,234.56	1,234.56
103	1,234.56	1,234.56	1,234.56
104	1,234.56	1,234.56	1,234.56
105	1,234.56	1,234.56	1,234.56
106	1,234.56	1,234.56	1,234.56
107	1,234.56	1,234.56	1,234.56
108	1,234.56	1,234.56	1,234.56
109	1,234.56	1,234.56	1,234.56
110	1,234.56	1,234.56	1,234.56
111	1,234.56	1,234.56	1,234.56
112	1,234.56	1,234.56	1,234.56
113	1,234.56	1,234.56	1,234.56
114	1,234.56	1,234.56	1,234.56
115	1,234.56	1,234.56	1,234.56
116	1,234.56	1,234.56	1,234.56
117	1,234.56	1,234.56	1,234.56
118	1,234.56	1,234.56	1,234.56
119	1,234.56	1,234.56	1,234.56
120	1,234.56	1,234.56	1,234.56
121	1,234.56	1,234.56	1,234.56
122	1,234.56	1,234.56	1,234.56
123	1,234.56	1,234.56	1,234.56
124	1,234.56	1,234.56	1,234.56
125	1,234.56	1,234.56	1,234.56
126	1,234.56	1,234.56	1,234.56
127	1,234.56	1,234.56	1,234.56
128	1,234.56	1,234.56	1,234.56
129	1,234.56	1,234.56	1,234.56
130	1,234.56	1,234.56	1,234.56
131	1,234.56	1,234.56	1,234.56
132	1,234.56	1,234.56	1,234.56

OPEN SPACE AND RIGHT-OF-WAY AREA TABLE

RIGHT-OF-WAY AREA TABLE		
OPEN SPACE #1	65,806	1.91
OPEN SPACE #2	97,889	2.72
OPEN SPACE #3	6,899	0.20
OPEN SPACE #4	3,832	0.10
TOTAL RIGHT-OF-WAY	254,425	5.94



LOT AREA TABLE

Lot No.	Area (Ac.)	Lot No.	Area (Ac.)	Lot No.	Area (Ac.)
120	0.10	150	0.10	180	0.10
121	0.10	151	0.10	181	0.10
122	0.10	152	0.10	182	0.10
123	0.10	153	0.10	183	0.10
124	0.10	154	0.10	184	0.10
125	0.10	155	0.10	185	0.10
126	0.10	156	0.10	186	0.10
127	0.10	157	0.10	187	0.10
128	0.10	158	0.10	188	0.10
129	0.10	159	0.10	189	0.10
130	0.10	160	0.10	190	0.10
131	0.10	161	0.10	191	0.10
132	0.10	162	0.10	192	0.10
133	0.10	163	0.10	193	0.10
134	0.10	164	0.10	194	0.10
135	0.10	165	0.10	195	0.10
136	0.10	166	0.10	196	0.10
137	0.10	167	0.10	197	0.10
138	0.10	168	0.10	198	0.10
139	0.10	169	0.10	199	0.10
140	0.10	170	0.10	200	0.10
141	0.10	171	0.10	201	0.10
142	0.10	172	0.10	202	0.10
143	0.10	173	0.10	203	0.10
144	0.10	174	0.10	204	0.10
145	0.10	175	0.10	205	0.10
146	0.10	176	0.10	206	0.10
147	0.10	177	0.10	207	0.10
148	0.10	178	0.10	208	0.10
149	0.10	179	0.10	209	0.10
150	0.10	180	0.10	210	0.10
151	0.10	181	0.10	211	0.10
152	0.10	182	0.10	212	0.10
153	0.10	183	0.10	213	0.10
154	0.10	184	0.10	214	0.10
155	0.10	185	0.10	215	0.10
156	0.10	186	0.10	216	0.10
157	0.10	187	0.10	217	0.10
158	0.10	188	0.10	218	0.10
159	0.10	189	0.10	219	0.10
160	0.10	190	0.10	220	0.10
161	0.10	191	0.10	221	0.10
162	0.10	192	0.10	222	0.10

Surveyor: Heather Dabner, Registered Professional Surveyor, No. 2480021
Map No.: 1101734
Scale: 1" = 50'
Date: 6/29/2022
Time: 1:08 PM
Title: Final Plat
Plan: 19-20

OWNER/DEVELOPER:
BURROTT HILLS INVESTMENT GROUP, LLC
105 WESTPARK DR.
BRENTWOOD, TN 37027

FLOODPLAIN NOTE:
THIS SITE LIES WITHIN ZONE X, PER FEMA FIRM MAP 4749C0008H, DATED JANUARY 06, 2007.

LAND DATA:
ZONING: PDR
PHASE 2: 132 LOTS ON 23.70± AC.
132 RESIDENTIAL LOTS

BUILDING SETBACKS:
FRONT: 10'
SIDE: 5'
REAR: 22'

DEED REFERENCE:
TAX MAP 28, P.70 PARCEL 29.00
DEED BOOK 1737, PAGE 3857
RUTHERFORD COUNTY REGISTER OF DEEDS.



CURVE TABLE
CURVE DATA ON COVER SHEET.

Stationing	Curve Data
120	...
121	...
122	...
123	...
124	...
125	...
126	...
127	...
128	...
129	...
130	...
131	...
132	...
133	...
134	...
135	...
136	...
137	...
138	...
139	...
140	...
141	...
142	...
143	...
144	...
145	...
146	...
147	...
148	...
149	...
150	...
151	...
152	...
153	...
154	...
155	...
156	...
157	...
158	...
159	...
160	...
161	...
162	...
163	...
164	...
165	...
166	...
167	...
168	...
169	...
170	...
171	...
172	...
173	...
174	...
175	...
176	...
177	...
178	...
179	...
180	...
181	...
182	...
183	...
184	...
185	...
186	...
187	...
188	...
189	...
190	...
191	...
192	...
193	...
194	...
195	...
196	...
197	...
198	...
199	...
200	...
201	...
202	...
203	...
204	...
205	...
206	...
207	...
208	...
209	...
210	...
211	...
212	...
213	...
214	...
215	...
216	...
217	...
218	...
219	...
220	...
221	...
222	...

LINE TABLE

Line No.	Description	Stationing
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
11	...	...
12	...	...
13	...	...
14	...	...
15	...	...
16	...	...
17	...	...
18	...	...
19	...	...
20	...	...
21	...	...
22	...	...
23	...	...
24	...	...
25	...	...
26	...	...
27	...	...
28	...	...
29	...	...
30	...	...
31	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...
51	...	...
52	...	...
53	...	...
54	...	...
55	...	...
56	...	...
57	...	...
58	...	...
59	...	...
60	...	...
61	...	...
62	...	...
63	...	...
64	...	...
65	...	...
66	...	...
67	...	...
68	...	...
69	...	...
70	...	...
71	...	...
72	...	...
73	...	...
74	...	...
75	...	...
76	...	...
77	...	...
78	...	...
79	...	...
80	...	...
81	...	...
82	...	...
83	...	...
84	...	...
85	...	...
86	...	...
87	...	...
88	...	...
89	...	...
90	...	...
91	...	...
92	...	...
93	...	...
94	...	...
95	...	...
96	...	...
97	...	...
98	...	...
99	...	...
100	...	...
101	...	...
102	...	...
103	...	...
104	...	...
105	...	...
106	...	...
107	...	...
108	...	...
109	...	...
110	...	...
111	...	...
112	...	...
113	...	...
114	...	...
115	...	...
116	...	...
117	...	...
118	...	...
119	...	...
120	...	...
121	...	...
122	...	...
123	...	...
124	...	...
125	...	...
126	...	...
127	...	...
128	...	...
129	...	...
130	...	...
131	...	...
132	...	...
133	...	...
134	...	...
135	...	...
136	...	...
137	...	...
138	...	...
139	...	...
140	...	...
141	...	...
142	...	...
143	...	...
144	...	...
145	...	...
146	...	...
147	...	...
148	...	...
149	...	...
150	...	...
151	...	...
152	...	...
153	...	...
154	...	...
155	...	...
156	...	...
157	...	...
158	...	...
159	...	...
160	...	...
161	...	...
162	...	...
163	...	...
164	...	...
165	...	...
166	...	...
167	...	...
168	...	...
169	...	...
170	...	...
171	...	...
172	...	...
173	...	...
174	...	...
175	...	...
176	...	...
177	...	...
178	...	...
179	...	...
180	...	...
181	...	...
182	...	...
183	...	...
184	...	...
185	...	...
186	...	...
187	...	...
188	...	...
189	...	...
190	...	...
191	...	...
192	...	...
193	...	...
194	...	...
195	...	...
196	...	...
197	...	...
198	...	...
199	...	...
200	...	...
201	...	...
202	...	...
203	...	...
204	...	...
205	...	...
206	...	...
207	...	...
208	...	...
209	...	...
210	...	...
211	...	...
212	...	...
213	...	...
214	...	...
215	...	...
216	...	...
217	...	...
218	...	...
219	...	...
220	...	...
221	...	...
222	...	...

OPEN SPACE AND RIGHT-OF-WAY AREA TABLE

Line No.	Description	Area (Ac.)
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...
11	...	...
12	...	...
13	...	...
14	...	...
15	...	...
16	...	...
17	...	...
18	...	...
19	...	...
20	...	...
21	...	...
22	...	...
23	...	...
24	...	...
25	...	...
26	...	...
27	...	...
28	...	...
29	...	...
30	...	...
31	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...
51	...	...
52	...	...
53	...	...
54	...	...
55	...	...
56	...	...
57	...	...
58	...	...
59	...	...
60	...	...
61	...	...
62	...	...
63	...	...
64	...	...
65	...	...
66	...	...
67	...	...
68	...	...
69	...	...
70	...	...
71	...	...
72	...	...
73	...	...
74	...	...
75	...	...
76	...	...
77	...	...
78	...	...
79	...	...
80	...	...
81	...	...
82	...	...
83	...	...
84	...	...
85	...	...
86	...	...
87	...	...
88	...	...
89	...	...
90	...	...
91	...	...
92	...	...
93	...	...
94	...	...
95	...	...
96	...	...
97	...	...
98	...	...
99	...	...
100	...	...
101	...	...
102	...	...
103	...	...
104	...	...
105	...	...
106	...	...
107	...	...
108	...	...
109	...	...
110	...	...
111	...	...
112	...	...
113	...	...
114	...	...
115	...	...



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 17. **Resolution #2025-06** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2025-06

Summary:

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

Background Information:

In this resolution, we have one seized vehicle from the Police Department and several items from public works departments that are no longer needed. This resolution also includes selling some brass water meter chambers as scrap.

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-06

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

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

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

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
1959 Ford Fairlane	Blue/White – V-8 Engine; Automatic transmission; 16,876 miles (Unknown actual miles); Needs repairs. Seats have rips and tears; headline is torn; light surface rust; NO KEYS for vehicle; Drug Seizure.	B9KS180885
Public Works		
1 Lot of Plastic Gas Cans	One lot of plastic gas cans. Various sizes and shapes. Used, minor damage including wear and tear. Unknown condition.	N/A
500 Gallon Metal Waste Oil Tank	Spatco 500 Gallon Metal Waste Oil Tank. Silver and Red; 96" x 42" x 42" in size. Oil has been pumped out, but has residual oil inside. Wear and tear including some rust. Unknown condition.	N/A
Utility Trailer	Metal Utility Trailer – 17.5' x 94" x 36" in size. White/Gray. Unknown condition. Main decking is dented and worn. Wear and tear and rust.	N/A

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

Section 3. Property declared surplus to the needs of the city government.

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Public Works		
Brass Meter Chambers	One lot of used brass meter chambers. Dirty and rusty.	N/A

Section 4. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City Administrator is hereby authorized to allow the items enumerated in Section 3 of this Resolution to be sold for scrap.

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

Resolved this the 4th day of March, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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

Vehicle Description:

Year: 1959	Manufacturer: Ford	Make: Fairlane	Model:
VIN: B9KS180885		Mileage: 16,876 (not sure if this is total miles)	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: UBK Liter, V- 8		☒ Gasoline ☐ Diesel	Condition: ☒ Runs ☐ Needs Repair ☐ Unknown
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☒ Needs Repair ☐ Unknown	
Color:	Exterior: Blue/White		Interior: Blue

Interior Details:

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

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☐ Scratches ☐ Dings
Minor Damage:	has light surface rust. Vehicle DOES NOT have any keys		
Major Damage:			
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☒ Yes ☐ No How Many? 4
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$ 8000.00	Title Restriction:	☐ Yes ☒ No
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: 1-30-24	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle: LaVergne PD		Suggested Minimum Sale Price: 3000.00
For more information, contact: Kristine Keeves 615-287-8603		

Department Information:

Your Name: Kristine Keeves	Department: LaVergne Police Department
Signature: Kristine Keeves  Digitally signed by Kristine Keeves Date: 2025.01.30 14:18:57 -06'00'	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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









CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: UNK	Model #: NA
Serial Number: NA		
Description of Use: LOT OF PLASTIC GAS CANS. VARIOUS SIZES		
Color:	RED / GREEN	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☒ Plastic ☐ Wood ☒ Rubber	

Working Condition:

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

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	NO LONGER USE. REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 1-30-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: SPATCO	Model #: UNK
Serial Number: UNK		
Description of Use: ROUGHLY 500 GALLON METAL WASTE OIL TANK. HAS BEEN PUMPED BUT MAY STILL HAVE RESIDUAL OIL IN IT.		
Color:	SILVER / RED	Size (L x W x H): 96" X 42" X 42"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

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

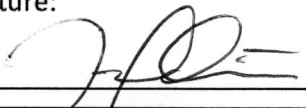
Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	CANNOT TAKE TO NEW BUILDING. BEING REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature: 	Date: 2-6-2025

I.T. Department Use Only:

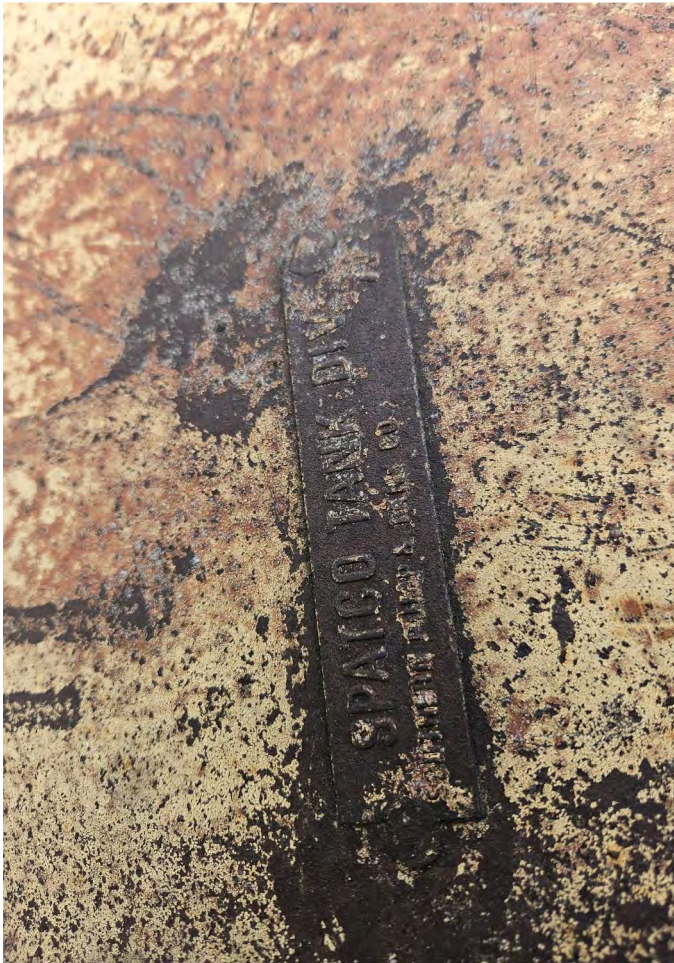
Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: PULL BEHIND UTILITY TRAILER		
Color:	WHITE / GRAY	Size (L x W x H): 17.5' X 94" X 36"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage ☒ Minor Damage			
Explain Damage or Repairs Needed: WEAR AND TEAR. RUST. MAIN DECKING IS DENTED AND WORN DOWN.				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	REPLACED. NO LONGER USE.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 2-17-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: UNK	Model #: NA
Serial Number: NA		
Description of Use: LOT OF BRASS METER CHAMBERS		
Color:	Size (L x W x H):	
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

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

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	REPLACED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	148 INTERNATIONAL BLVD
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: METER
Signature: 	Date: 1-30-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 18.A. Beautification and Arts Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Beautification Board Ashley Bruley

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 and have received one application.

Current Applicant:

- Ashley Bruley

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: **Ashley Bruley** Cell Phone: [REDACTED]
Address: [REDACTED] Other Phone: _____
LaVergne, 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	Oakland High School	Middle Tennessee State University	
City, State	Murfreesboro, TN	Murfreesboro, TN	
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Mass Communications	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	Project Lead/Video Editor
List any experience that would apply to the Board or Committee you are applying for:	Currently on Stormwater Appeals & Advisory Board, avid hiker, amateur gardener
Municipal Boards / Committees on which you currently serve:	Stormwater Appeals & Advisory
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	Getting to help my community become more beautiful is so exciting. I see how fast this city is growing and I want to do more to give back to this community.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Emilija Saxe		7	
2	Aaron Lasater		4	
3	Kaitlyn Lawrence		4	

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

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

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

Signature: Ashley Bruley

Date: 02-05-2025

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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: February 27, 2025

Item #: 18.B. Parks & Recreation Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - P&R Advisory - Ashley Bruley
2. Application - P&R Advisory - Anjel Resenthal

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
Vacant (Laura Davidson)		January 31, 2029
Chuck Isbell	November 2021	December 31, 2026
Kevin Oliver	July 2024	December 31, 2025
Jiles Perry	March 2021	January 31, 2029
Mary Jane Skinner	October 2024	May 31, 2027

We have one vacancy on this committee. We have been advertising this position on social media and Channel 3, and have received two applications.

Current Applicants:

- Ashley Bruley

- Anjel Resenthal

Financial Summary:

N/A

Staff Recommendation:

N/A

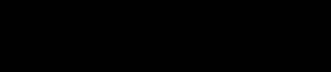
CITY OF LA VERGNE

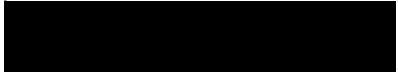
BOARD / COMMITTEE MEMBER APPLICATION

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: **Ashley Bruley** Cell Phone: 

Address:  Other Phone: _____

LaVergne, TN 37086 Email Address: 

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

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

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Oakland High School	Middle Tennessee State University	
City, State	Murfreesboro, TN	Murfreesboro, TN	
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Mass Communications	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	Project Lead/Video Editor
List any experience that would apply to the Board or Committee you are applying for:	Currently on Stormwater Appeals & Advisory Board, avid hiker, amateur gardener
Municipal Boards / Committees on which you currently serve:	Stormwater Appeals & Advisory, also applied for Beautification and Arts Advisory
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	Getting to help my community become more beautiful is so exciting. I see how fast this city is growing and I want to do more to give back to this community. Also Parks & Recreation is one of my all-time favorite TV shows.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Emilija Saxe		7	
2	Aaron Lasater		4	
3	Kaitlyn Lawrence		4	

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

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

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

Signature: Ashley Bailey Date: 02-06-2025

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

Board / Committee Member Application

Please choose which board / committee you would like to apply for:	Parks & Recreation Advisory Committee (Meets Bi-Monthly)
--	--

If you are appointed, will you have any potential conflicts of interest?	No
--	----

Applicant Information

First Name	Anjel
Last Name	Rosenthal
Email Address	
Phone Number	
Address	
City	LaVergne
State	TN
Zip Code	37086
What is the best time to contact you?	Afternoon (Noon - 4:30 p.m.)
What is the best way to contact you?	Cell Phone, Email

Education

College University	
Graduate / Professional	
School Name	University of Memphis
City, State	Memphis, TN
Years Completed	2
Course of Study	Human Resources Leadership and strategic leadership
Diploma Received	Yes

Experience

Current Occupation	Business employment consultant
List any experience that would apply to the Board or Committee you are applying for.	I have a strong passion for community engagement and leadership, demonstrated through my experience in personal and professional development initiatives. My background includes strategic analysis, research, and involvement in diversity, equity, and inclusion (DEI) efforts, which have honed my ability to collaborate with diverse stakeholders. Additionally, my commitment to fitness and wellness aligns well with community-based events that promote health and

togetherness. My leadership aspirations and participation in professional development programs equip me with the skills needed to contribute effectively to the planning, organization, and execution of community events, such as parades and festivals. I am eager to bring my strategic mindset, organizational skills, and enthusiasm for community betterment to this role

List any municipal boards / committees on which you currently serve.

Board / Committee #1	N/A
----------------------	-----

Year Appointed	N/A
----------------	-----

List any municipal boards / committees on which you have previously served.

Board / Committee #1	N/A
----------------------	-----

Years Active	N/A
--------------	-----

References - List three (3) professional or business references.

1. Name	Amber Speights
---------	----------------

Email Address	
---------------	--

Phone Number	
--------------	--

Years Known	10
-------------	----

2. Name	Jonica Davis
---------	--------------

Email Address	
---------------	--

Phone Number	
--------------	--

Years Known	10
-------------	----

3. Name	Darius morris
---------	---------------

Email Address	
---------------	--

Phone Number	
--------------	--

Years Known	6
-------------	---

Application Acknowledgement and Agreement	I agree.
---	----------

Electronic Signature Agreement	I agree
--------------------------------	---------

Electronic Signature	Anjel Rosenthal
----------------------	-----------------

Today's Date	2/14/2025
--------------	-----------

Thank you for your willingness to serve.

Anjel Rosenthal

HR Administrative Support · Relationship Building · Customer Focus · Employee Development · Recruiting and Leadership Support · Technical Expertise · Teamwork · Continuous Improvement · New Employee Integration

Ambitious, dedicated Human Resources Professional with experience providing comprehensive support for HR functions – recruiting, onboarding, employee engagement, benefits administration, and new hire integration. Proven ability to identify recruiting workflow challenges and create sustainable solutions. Balance multiple obligations with competing priorities assisting in talent acquisition, fielding HR policy inquiries, and collaborating with leadership to achieve operational hiring objectives. Positioned for success as Human Resources Manager.

- Achieve 100% on-time delivery of candidate hiring and onboarding packets to integrate new candidates and streamline the hiring process successfully.
- Manage full cycle recruiting support processes for 10,000+ candidates annually in hundreds of locations for multiple industries – Leisure, Corrections, and Healthcare.
- Engaged in the hiring process and conducted peer interviews for local in-office positions completed compensation analysis, payroll, employee relations, employee engagement, conflict resolution, workplace resolution, disciplinary actions, performance reviews, managing relationships, implementation of policies, procedures, tools and technologies.
- Diversity and Inclusion Champion; actively engaged in employee resource group – Black Leaders – to identify cultural gaps, promote community, build awareness, and strengthen company culture.
- Process Improvement: Reduced department-wide issue response time by 93%. Led initiative to create a quick-response HR repository that houses common recruiting, hiring, and onboarding challenges and solutions. Using metrics gathered by Tableau, monitored retention.
- Quality Control: Played an integral role in achieving 92% quality and efficiency; implemented inventory controls ensuring availability for necessary equipment, provided exceptional care, and served as a staff resource on office processes.

Skills and Technical Proficiencies: Microsoft – Word, Excel, PowerPoint, and Outlook. Windows OS; Google Sheets, Kronos Workforce Management, Paylocity, Truescreen; iCIMS, Oracle – Taleo, Lawson HRIS, ELO – ECM, UltiPro, Equifax, HCMS, HR Master Data, ADP, Tableau. Adept at managing candidate documentation, addressing candidate concerns, and providing in-the-moment support and coaching on HR hiring policy and processes. Exceptional ability to manage scheduling and proactively handle employee communications.

Professional Experience

Vocational Rehab Business Employment Consultant • 08/2024 to Present • State of Tennessee- Nashville, TN

Proactively markets Vocational Rehabilitation (VR) services to businesses by identifying their recruitment, retention, and disability management needs, offering targeted solutions to meet those demands.

Assesses business requirements for hiring and workforce retention, focusing on potential employment opportunities for VR clients through the enhancement of disability management practices.

Implements a dual-customer approach, balancing the needs of both businesses and VR service consumers, utilizing strategic marketing techniques to address workplace disability-related concerns.

Generates job leads and supports the placement and retention of VR clients in competitive, integrated employment settings, contributing to departmental employment targets.

Provides expert guidance and training to businesses, promoting best practices for recruiting, retaining, and advancing employees with disabilities in the workforce.

Acts as an information resource for VR staff, delivering insights into business needs, labor market trends, and industry standards, fostering stronger collaboration and improved career outcomes for VR clients.

Efficiently manages and prioritizes appointments with VR clients, service consumers, and employers to optimize the use of time and resources.

Leverages mobile technologies for documentation, research, and communication to enhance service delivery to internal and external stakeholders.

Human Resources Business Partner • 11/2021 to 08//2024 • Upperline Health- Nashville, TN

Serve as a Strategic Business Partner supporting 241 clinics within the Southeast region and Indiana. Effectively execute human resources strategies in areas such as full cycle recruiting, onboarding, employee relations, employee engagement, proactively monitors metrics such as retention and benefits, conflict resolution, workplace resolution, complete learning and developing training for Regional Managers and Clinic Managers (guidance on how to resolve issues, recruitment strategies, and interview training), complete disciplinary actions and PIPs (performance improvement plans), performance reviews, manage relationships, implement policies, procedures, new processes, tools and new technology. Led the implementation of new HRIS (from google docs to Paylocity, from Paylocity to ADP). Completed stretch projects that included drafting policies, assisting with developing a handbook, created an investigation summary report and interview questionnaire, as well as HR virtual tour which highlighted benefits, LOA and Workers compensation, payroll schedule, and annual education requirements

Human Resources Business Partner • 10/2020 to 11/2021 • UNFI – Richburg , SC

Responsible for executing action items that support key projects and initiatives within the facility/ group, in partnership with HR Manager and Director. Effectively executes human resource strategies in area such as Talent Development, Workforce Planning, Talent Selection, Engagement, Recognition, Performance Management, Organizational Development, Training, Employee Relations, compensation, Benefits, Wellness, Risk Safety, Labor Relations, Sustainability and Philanthropy. Led implementation of HRIS from ADP to Kronos for multiple locations. Effectively trained Managers and Supervisors on new systems..

Human Resource Coordinator • 09/2019 to 10/2020 • Aramark – Nashville, TN

Rapidly promoted from Talent Acquisition Coordinator and joined a 5-person team supporting HR processes, staffing initiatives, and benefits programs. Collaborate with recruiters, managers, and candidates; examine

candidate profiles, provide counsel on hiring process, and assist in hiring for internal promotions and external candidates. Provide robust suite of recruiting support services for hospitals, colleges, national parks, and K-12 schools. Effectively implemented and trained managers on new HRIS (from ICIMS to Kronos).

Key Contributions and Achievements

- **Exceptional ability to deliver 100% quality results** in scheduling, managing candidate documentation, and communicating with candidates to resolve challenges.
- **Accomplished 93% increase in efficiency**, by establishing centralized location for common recruiting, hiring, and candidate communication inquiries.

Recruiting Administrator • 01/2019 to 09/2019 • Hospital Corporation of America – Nashville, TN

Hired to join a 40-person team and directed recruiting support initiatives for 1,800 clinics and 184 hospitals. Leveraged innate interpersonal skills and established relationships with Recruiters, Recruiting Managers, and HR Business Partners. Identified business requirements and communicated with Recruiters to obtain job requisition specifications. Coordinated candidate relocation, benefits, and salary administration.

Key Contributions and Achievements

- **Provided end-to-end recruiting support from job posting to onboarding** new hires with medical specialties – Registered Nurses, Certified Nursing Assistant, Doctors, X-ray Technicians, and Sonographers.
- **Achieved 100% efficiency in providing recruiting support** – completing new hire packets, requesting background checks, and arranging drug screenings for 50± candidates daily.
- **Communicated with manager** to obtain job posting information regarding salary, relocation, car allowance, and bonuses.

Prior Position of Note

Medical Assistant • 04/2017 to 09/2019 • Hospital Corporation of America – Nashville, TN

Education

Bachelor's Degree in Business Administration Healthcare Management | 2018
Campbell University – Buies Creek, NC

Master Of Professional Studies, Human Resources leadership, Strategic Leadership | 2021

University Of Memphis

