

WORKSHOP AGENDA

Board of Mayor and Aldermen

March 27, 2025 @ 5:30 PM

For the April 1, 2025 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: February 27, 2025 Workshop and March 4, 2025 Regular Meeting.
2. Presentations:
 - A. Certificates of Appreciation. (Meeting only.)
 - B. Certificates of Recognition - LHS Boys Basketball Team. (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 #2025-07** - 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.)
6. Second 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.
7. Second Reading - **Ordinance #2025-09** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

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

8. **Consent Agenda Items:**

- A. Approve or Reject City Bids and Purchases:
 - 1. Approve Purchase - Landscaping at New Public Works - CDS Facility.
 - 2. Emergency Purchase - Fire System Replacement at the Library.
 - 3. Approve Estimated Lease Rate Quotes with Enterprise to Lease Five Vehicles for the Police Department.
- B. Approve Street Paving and Striping for Fiscal Year 2024-2025.
- C. Approve Annual Renewal of the Smarsh Service Agreement.
- D. Approve Renewal of a Three Year Agreement with Motorola Solutions for GIS Managed Services.

NEW BUSINESS

- 9. First Reading - **Ordinance #2025-10** - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on February 25, 2025. A public hearing will be held on Tuesday, April 1, 2025 at 5:45 p.m.)
- 10. First Reading - **Ordinance #2025-11** - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.
- 11. First Reading - **Ordinance #2025-12** - An Ordinance to Amend Title 11, Chapter 6 of the La Vergne Municipal Code by Adding a New Section 11-604 Entitled "Wearing Masks or Facial Coverings."
- 12. First Reading - **Ordinance #2025-13** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.
- 13. **Resolution #2025-07** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.
- 14. Motion to Approve an Application for a Certificate of Compliance for an Off-Premise Consumption Retail Liquor Store - Nemisaha, LLC, DBA City Sliquors -5410 Murfreesboro Road.
- 15. **Appoint or Remove Board / Committee Members:**
 - A. **FYI** - Beautification and Arts Advisory Committee. (Two terms expire 4/30/25.)

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 FEBRUARY 27, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The February 27, 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, Alderman Kara Hobbs, Alderman Carol Haas, and Alderman Graeme Coates. Vice-Mayor Steve Noe was absent.

Mayor Cole stated that Alderman Haas would lead the prayer and that Alderman Coates would lead the Pledge of Allegiance at the Regular Meeting on March 4, 2025.

ORDER OF BUSINESS

1. Approve Minutes: January 30, 2025 Workshop and February 4, 2025 Regular Meeting.

Mayor Cole stated that the minutes would be considered at the meeting. No action was taken.

2. Presentations:

A. Certificates of Appreciation. No action was taken.

B. Kimley-Horn - Data Collection Findings - Asset Management Services - Street Paving. Ms. Rachel Robinson, Kimley-Horn, gave a presentation regarding the asset management services studyh and shared the findings with the board. No action was taken.

3. Public Comment Period.

Ms. Brenda Bryant spoke regarding a grant that has been awarded to the La Vergne Housing Authority for rent help.

No one else spoke.

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

Mayor Cole explained that reports would be given at the meeting on March 4, 2025. No action was taken.

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.**

Mayor Cole explained. No action was taken.

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.**

Mayor Cole explained. No action was taken.

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

Mayor Cole explained. No action was taken.

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

Mayor Cole explained. No action was taken.

CONSENT AGENDA

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.

Mayor Cole explained these items.

Mr. Kyle Brown fielded questions regarding the amendment with CTI for the Fergus Road Interceptor Sewer Project and when it might be completed.

Mr. Gary Lide fielded questions regarding the amendment for the South Waldron Road Widening Project and the ADA Transition Plan.

No action was taken.

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.)

Mayor Cole explained. No action was taken.

- 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.

Mayor Cole explained. No action was taken.

12. First Reading - Ordinance #2025-09 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

Mayor Cole explained. No action was taken.

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."

Mayor Cole explained.

Mr. Brown made some comments and fielded questions.

No action was taken.

14. Resolution #2025-03 - A Resolution to Amend the Social Media Policy for the City of La Vergne.

Mayor Cole explained. No action was taken.

15. Resolution #2025-04 - A Resolution to Approve a Land Acquisition Policy for the South Waldron Road Widening Project.

Mayor Cole explained. No action was taken.

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.)

Mayor Cole explained. No action was taken.

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.

Mayor Cole explained. No action was taken.

18. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee.

B. Parks & Recreation Advisory Committee.

Mayor Cole discussed the different committees and applicants.

Mr. Bruce Richardson mentioned the new online form for board and committee applications.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Hass told everyone to enjoy the nice weather.

No one else spoke.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:32 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 MARCH 4, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The March 4, 2025 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 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 Alderman Haas and the Pledge of Allegiance was led by Alderman Coates.

ORDER OF BUSINESS

1. Approve Minutes: January 30, 2025 Workshop and February 4, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the January 30, 2025 Workshop and February 4, 2025 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Captain Konrad Kaul gave the report for the Police Department.

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

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

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

E. Finance Department. Ms. Danielle Brown gave the report for the Finance

Department.

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

OLD BUSINESS

4. **Second 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 Hobbs, to approve Ordinance #2025-03, on second reading, was adopted following a roll-call vote.

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

5. **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.**

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

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

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

A motion was made by Mayor Coates, seconded by Alderman Haas, to approve Ordinance #2025-05, 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 #2025-06 - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding Impact Fees.

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

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

CONSENT AGENDA

8. 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.

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

NEW BUSINESS

9. **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.)**

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2025-07, 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 #2025-08 - 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.**

A motion was made by Alderman Haass, seconded by Vice-Mayor Noe, to approve Ordinance #2025-08, on first reading, was adopted following a roll-call vote.

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

11. **First Reading - Ordinance #2025-09 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.**

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Ordinance #2025-09, 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 #2025-03 - A Resolution to Amend the Social Media Policy for the**

City of La Vergne.

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Resolution #2025-03, 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 #2025-04 - A Resolution to Approve a Land Acquisition Policy for the South Waldron Road Widening Project.

A motion was made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Resolution #2025-04, was adopted following a roll-call vote.

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

14. 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.)

A motion was made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Resolution #2025-05, was adopted following a roll-call vote.

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

15. 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.

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2025-06, was adopted following a roll-call vote.

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

16. Appoint or Remove Board / Committee Members:

- A. Beautification and Arts Advisory Committee.** Mayor Cole appointed Ashley Bruley to the Beautification and Arts Advisory Committee. The Board confirmed the appointment with all voting AYE.
- B. Parks & Recreation Advisory Committee.** Mayor Cole appointed Anjel Resenthal to the Parks & Recreation Advisory Committee. The Board confirmed the appointment with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs asked everyone to be safe tonight with the upcoming storms.

Alderman Coates told everyone to stay safe.

Alderman Haas asked everyone to stay safe.

Vice-Mayor Noe wished Assistant City Administrator Kyle Brown happy birthday. He also made comments about a social media post and thanked Ms. Alex Thompson in the Stormwater Department.

Mayor Cole reminded everyone to lock their cars and bring their valuables inside. He presented Assistant City Administrator Kyle Brown with a card and the board and staff sang happy birthday to Mr. Brown.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:32 p.m.

Mayor

City Recorder

Approved: _____



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

Item #: 5. Second 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: March 27, 2025

Item #: 6. Second 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: March 27, 2025

Item #: 7. Second 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
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	60,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on



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

Item #: 8.A.1. Approve Purchase - Landscaping at New Public Works - CDS Facility.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. PEACHTREE LANDSCAPE-QUOTE
 2. GREEN VENTURES-QUOTE
 3. RUSSELL LANDSCAPE-QUOTE

Summary:

This item is to approve the purchase of landscaping maintenance at the new Public Works-CDS Facility.

Background Information:

Attached are three (3) quotes for maintaining the landscaping at the new Public Works-CDS Facility from Russell Landscaping, Peach Tree Landscape, and Green Ventures.

Staff recommends going with Russell Landscaping because they offer additional services in their base contract that includes pruning of trees and irrigation maintenance. Upkeep for this area will be very extensive, and will require hiring additional personnel if maintained by city staff. This proposal includes weekly and biweekly services.

Legal has reviewed and approved the final agreement with Russell Landscaping.

Financial Summary:

The estimated cost of the landscaping maintenance would be \$20,400 annually. This is not a budgeted item and therefore requires BOMA approval. There should be enough funds left in the budget for the remainder of this current fiscal year. Funds will be placed in the FY 2025-2026 budget for these services.

Staff Recommendation:

Staff recommends approval.



City of LaVergne Public Works
1500 E. Nir Shreibman
LaVergne, TN 37086





February 26, 2025

City of LaVergne Public Works

We appreciate your time in considering our proposal. We recognize that this is an important decision for you, and we take this responsibility very seriously. We are here to partner with you in this decision and look forward to earning your loyalty.

At PeachTree it really is all about you. Our top priority is to make you look good.

We do this by:

Creating beautiful landscapes that will enhance your curb appeal

Improving the value of your property with healthy turf, shrubs, beautiful flowers, well-maintained trees and creative touches where needed.

Reducing landscape enhancement cost through consistent and professional management

PeachTree Landscape is structured to help you win. Each of our offices has local partners. These partners act and operate as a local company totally focused on you, the client. They are there for you and will support you. They have the cost saving resources of a larger company which allows them to put more resources on your property. So, you get the attention you deserve with the quality of services you need.

Thank you for considering our company. We look forward to earning your business!

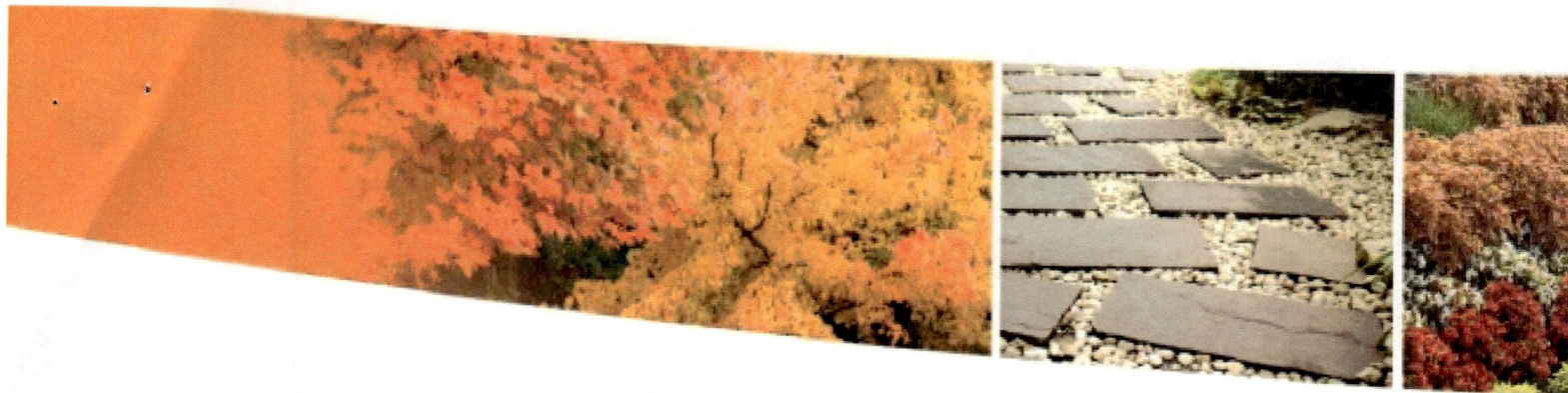
If you have any questions, please contact me at **615-864-4828**.

Sincerely,

Paul Thornton

Partner / Sales Manager

PeachTree Landscape • 444 Dick Buchanan St. • Laverne, TN 37086
pthornton@peachtreelandscape.com • 615-864-4828



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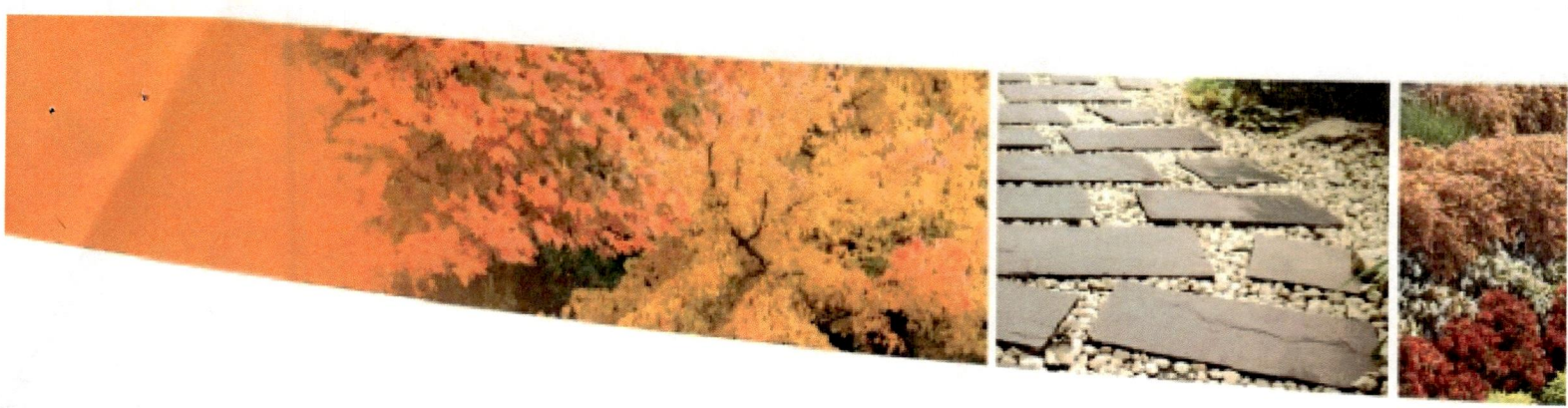
MAINTENANCE



Since your landscape is an extension of your organization, we want to help you make the best impression. We provide the same high-quality service to all our clients, from the local restaurant to the large corporate campuses and every size property in between.

Each week, your account manager will meet with you and:

- 🍂 Provide you with consistent attention to the details of your landscape
- 🍂 Inspect your landscape for any issues that need attention
- 🍂 Ask for your input to take care of your needs
- 🍂 Educate you on what, why and how we are going to get things done
- 🍂 Give you expert advice when you need it
- 🍂 Stand ready to handle any issue with a simple phone call, email or text
- 🍂 Consistently look for ways to make you "look good"



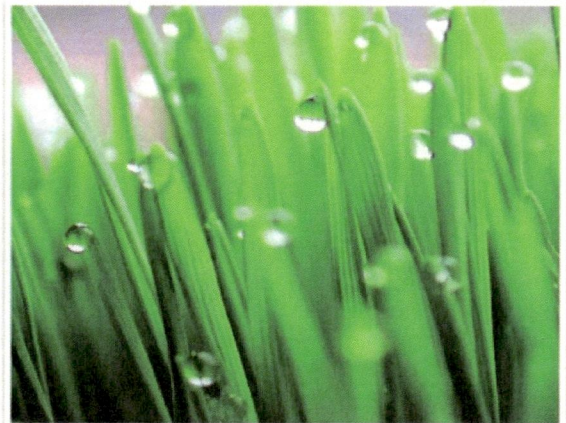
IRRIGATION

Irrigation is the intranet of a beautiful landscape. It delivers the proper amount of water, to the appropriate location, at the best time and at a low cost. Obviously, this is not a simple task. At PeachTree Landscape we have experts to analyze, adjust and manage your irrigation system. This provides you with a well-nourished landscape.

Our goal is to sustain our environment through practices that promote the efficient use and conservation of water!

We know how to Water:

- 🍂 System Recommendations
- 🍂 Maintenance
- 🍂 Healthy Plants
- 🍂 Lower Your Water Bill
- 🍂 Renovation
- 🍂 Irrigation Education
- 🍂 Environmental Sustainability
- 🍂 Water Conservation Tips
- 🍂 State of the Art Equipment





FLORAL CARE

Floral design and care are an integral part of any beautiful landscape. Designing, installing and caring for floral color requires knowledge, skills and some old fashion tender loving care. You will find the professionals at PeachTree Landscape well-versed in floral care, with an eye for excellence, quality and value. If you are in need of seasonal plantings, perennial color or an annual planting plan, give us a call. Our consultation is always free!



Increasing Curb Appeal:

-  Design
-  Installation
-  Caring
-  Consultation



ARBOR CARE

Trees, when well cared for, can create the most dramatic visual enhancements on any property. Well-maintained trees, unlike buildings on your property, will actually appreciate in value. Trees require expert care, maintenance and the ability to see small problems before they become larger.

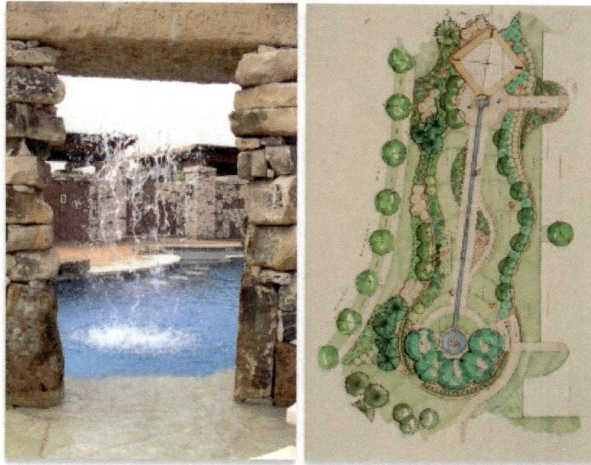
Our team members are:

- 🍂 Well versed in arboriculture
- 🍂 Understand your investment
- 🍂 Experts in proper fertilization
- 🍂 Aim to improve the value of your trees over time

Beautiful Trees Require:

- 🍂 Fertilization
- 🍂 Consistent
- 🍂 Expert Pruning
- 🍂 Proper Use of Pesticides





RENOVATION

Many of our clients want our professionals to dig a little deeper. PeachTree Landscape's enhancement managers and award winning, landscape designers can design, budget and execute renovations both small and large.

Our landscape architects have over 36 years of combined experience in:

- 🍂 Renovation design
- 🍂 Design build
- 🍂 Custom irrigation system design

We assist our clients with long-range planning to identify and address future issues that impact their landscape care. Water-wise landscape irrigation system designs, provided by our IA Certified Irrigation Designers and efficient watering practices can translate into dramatic savings. We have designed and installed over \$50,000,000 in landscape renovations and enhancements during the lifetime of PeachTree Landscape, ranging in size from \$2,000 to over \$1,000,000. No project is too large or small for our team.



Justin Cotton

Partner / Operations Manager / Landscape Designer

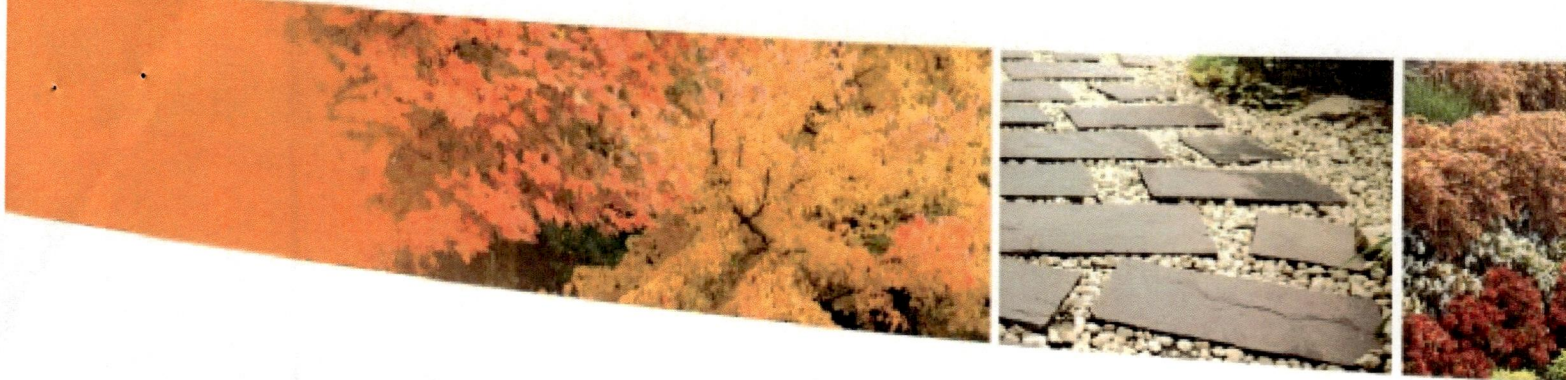
Justin is the creative force behind PeachTree, breathing life into its designs for high-end residential clientele, along with major commercial design build projects. A proud graduate from the University of Kentucky, Justin holds a degree in Landscape Architecture, which is a huge asset to Peach Tree and its customers. Justin has been the spark behind re-imaging many of Middle Tennessee finest landscaped environments, designing and creating beautiful places that make people's lives just a little more delightful. Justin is passionate about his craft, and it shows in his designs, his crew's work, and is reflected in customers' feedback.



Paul Thornton

Partner / Sales Manager

Paul has over 42 years in the Green Industry and 30 years helping grow and develop landscape maintenance operations throughout the United States. He has a Degree in Ornamental Horticulture from Abraham Baldwin Agricultural College. He believes in delivering the finished product above and beyond our client's expectations and is always willing to lend a hand by routinely consulting with our clients to help promote beautiful landscapes. For fun, Paul likes to enjoy the outdoors, whether backpacking off into the mountains for a few days or jumping in the canoe and floating down a river.



Maintenance Fees

City of LaVergne Public Works

- Standard Annual Services per attached schedule: **\$28,800.00 / Year or \$2,400.00 / Month**
- Seasonal Color: (\$65.00 per flat / **Not Included**)
 - Spring: **\$0.00**
 - Fall: **\$0.00**
- Shredded Hardwood Mulch: (\$68.00 per cubic yard X 24 cubic yards = \$1,700.00 per installation)
 - Spring: **\$1,632.00**
- Irrigation startup & shutdown per attached schedule: (**included 2 times per year if applicable**)
 - Start-up: **\$150.00**
 - Shut-down: **\$150.00**
- Irrigation monthly audit per attached schedule: (**Included at no additional charge if applicable**)
(7 full irrigation audits during the growing season)

Total All Included Services: \$30,732.00 / Year or \$2,561.00 / Month

Approved _____

Available services not included in contract:

- Snow & Ice Removal (Separate contract required)
- Aeration & Over-Seeding
- Mulch Applications: (rock, hardwood, pine mulch, or pine-straw)
- Landscape Design & Installation
- Irrigation Design, Installation, & Management

Irrigation Repairs – It is recommended that the contractor be authorized to perform up to \$300 / month worth of repairs upon each monthly inspection without prior approval of Owner in order to avoid delay, extra travel charges, and extensive water waste. **Owner Agent Initial** _____

Thank you for allowing us to propose our Landscape Management Services. We are available to meet with you at any time to further discuss how we may accommodate your needs. If you have any questions, please feel free to call me on **615-864-4828**.

Respectfully,

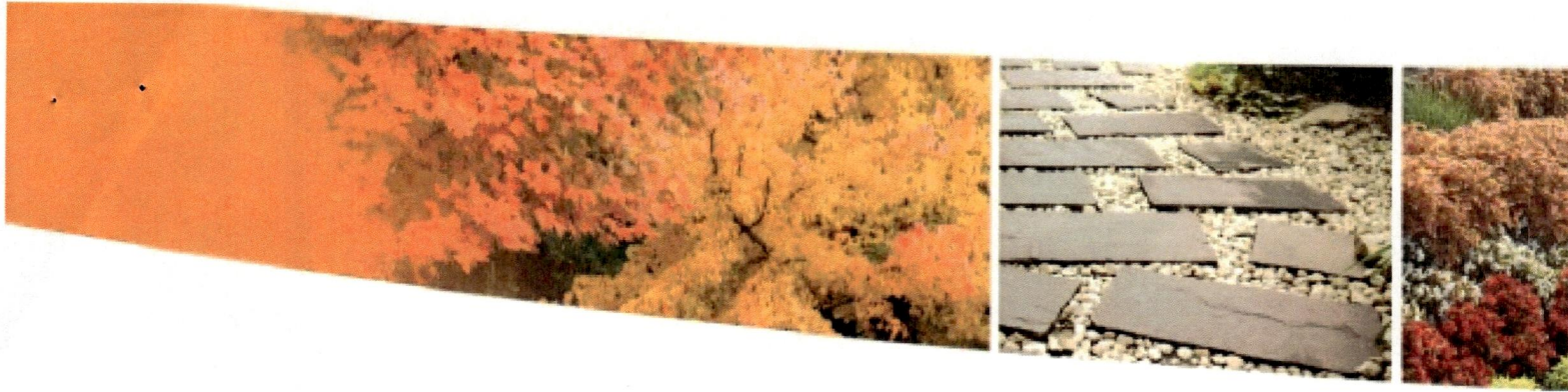
Justin Cotton

Justin Cotton
Partner
Operations Manager

Paul Thornton

Paul Thornton
Partner
Sales Manager

PeachTree Landscape • 444 Dick Buchanan St. • Laverne, TN 37086
pthornton@peachtreelandscape.com • 615-864-4828



City of LaVergne Public Works
1700 E. Nir Shreibman
LaVergne, TN 37086

2/26/25

RE: Maintenance Contract for: **City of LaVergne Public Works**

PT Landscape, LLC will provide landscape maintenance services to the property referenced above according to the attached schedule and / or specifications. Owner / Management will pay PT Landscape, LLC **\$2,561.00** per month. Monthly invoices will be sent on or before the beginning of each month and payment to PT Landscape, LLC will be expected by the 1st of the following month. Past due balances will be charged 1.5% per month.

Services can be cancelled by either Owner / Management or PT Landscape, LLC by giving a (30) day written notice to the other party. Upon termination of contract by either party fees for all services performed under the terms of contract are due at that time. The fees associated with the services are defined in the contract, including but not limited to standard annual services (weekly visits) and additional services performed during execution of contract (seasonal color, mulch, irrigation start-up/shut-down, etc.). In case of breach of contract, any reasonable attorney's fees, court fees, or collection fees incurred during the said process of collecting payment for services rendered will be payable by client.

By signing below Owner / Management authorizes PT Landscape, LLC to begin work according to the attached work schedule. Services shall begin on _____ and continue on a month-to-month basis until services are cancelled.

Agent for **Owner / Management**

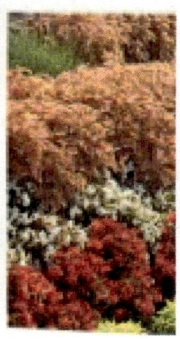
Justin Cotton

Partner / Operations Manager

Date

2-26-25

Date



Work Schedule for Standard Annual Services

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Total
MANAGEMENT													
Weekly Management Contact	4	4	5	4	4	5	4	4	5	4	5	4	52
Crew Trips per Month	1	1	2	3	4	4	5	4	4	3	1	1	33
Operation Manager Inspection	4	4	5	4	4	5	4	4	5	4	5	4	52
Annual Budget Review									1				1
TURF													
Cut, Edge, Trim, Blow	1	1	2	3	4	4	5	4	4	3	1	1	33
Complete Turf Fertilization (3-included)			1			1				1			3
Pre-Emergent Treatment			1										1
Post-Emergent Treatment (Spot)			1			1				1			3
Complete Turf Fertilization (5 times per year additional fee)		1			1		1						3
Pre Emergent (2 times per year additional fee)		1			1								2
Post-Emergent Treatment (Spot) (5 times per year additional fee)		1			1		1		1			1	5
Pest Treatment													0
Ant Treatment- Mound only													0
Aeration													0
Over-seeding													0
SHRUBS													
Trim Shrubs (Up to 10'-12')				1	1		1		1			1	5
Bed Cleaning (weeds)	1	1	2	3	4	4	5	4	4	3	1	1	33
Mulch				Recommended (1) time per year in Spring									0
Fertilization of Shrub beds			1							1			2
Post-Emergent Treatment	1	1	2	3	4	4	5	4	4	3	1	1	33
Pest Inspection	1	1	2	3	4	4	5	4	4	3	1	1	33
GROUND COVER													
Prune and Trim	1	1	2	3	4	4	5	4	4	3	1	1	33
Fertilizer Application			1							1			2
Post Emergent/ Weed Control Program	1	1	2	3	4	4	5	4	4	3	1	1	33



Work Schedule for Standard Annual Services cont.

IRRIGATION													
Visual Inspection	1	1	2	3	4	4	5	4	4	3	1	1	33
Complete Irrigation Inspection	to be billed as extra												0
Controller Inspection	to be billed as extra												0
Irrigation Startup, Winterization & Inspections	to be billed as extra												0
TREES													
Fertilizer Application	Included (2) times per year												2
Pest Inspection	1	1	2	3	4	4	5	4	4	3	1	1	33
Pruning (Up to10'-12')	1												1
Clean Basin Weed Control	1	1	2	3	4	4	5	4	4	3	1	1	33
Mulch	Recommended (1) time per year in Spring												0
PARKING LOTS													
Line Spraying of Concrete Cracks	1	1	2	3	4	4	5	4	4	3	1	1	33
Blow Landscape Debris	1	1	2	3	4	4	5	4	4	3	1	1	33
Pick Up Trash (landscape debris only)	1	1	2	3	4	4	5	4	4	3	1	1	33
Snow Removal	Per separate snow contract												
SEASONAL COLOR													
Seasonal Color Change (Additional applications available)	(2) rotations Recommended												0
Mulch Flower Beds	Recommended (2) times per year at time of flower install												0
DEBRIS DISPOSAL													
Pick up Trash (Landscape Only)	1	1	2	3	4	4	5	4	4	3	1	1	33
Small Limbs- 4" and smaller	1	1	2	3	4	4	5	4	4	3	1	1	33

This frequency calendar is representative of the number of visits and scope of services provided. It is not intended to be a scheduled commitment, which will vary depending on weather and other conditions. Some services may require additional billing. Your specific work schedule is not necessarily included in the pricing within this proposal / contract.

COPYRIGHT PEACH TREE, Inc. 2025-2030



NOTES

Thank you so much for this opportunity and allowing PeachTree to be your trusted landscape advisor.

If you have any questions or concerns, please contact me on my cell (615) 864-4828.

Sincere thanks,

Paul Thornton

Partner / Sales Manager



C: 615-864-4828

pthornton@peachtreelandscape.com



City of Le Vergne Public Works and Community Development Services

1500 E. Nir Shreibman

Quality Assessment: Green Ventures will provide a landscape quality assessment during the season as a means to gauge the quality of work performed at your specific site. We will inspect the turf, trees, perennial beds, annual flower beds, and trash/hardscape areas and offer any recommendations as needed. The quality of the teams current work will be audited and shared with the home owner to make sure we are meeting the expectations we set.

Weekly Turf Maintenance: Mowing, bed care/weed control, line edging and blowing of all hardscapes will be performed on a weekly basis, weather permitting. Mowing height shall be between 3" – 4" depending on the time of the year and specific type of turf you have on your site. All turf clippings will be mulched in and cleaned up before leaving.

Detention Area/Natural Area Maintenance: Every two weeks we will mow/cut back and maintain the areas around the detention pond and trail.

Additional Services Green Ventures Can Provide:

Pre-emergent Bed Weed Control: Preemergent herbicides are a form of chemical weed control which prevents germinated weed seedlings from becoming established. This will be applied in early spring to help maintain the beds around the property.

Spring Cleanup: Cutting back of ornamental grasses, pruning of any wild hairs on current shrubs, removing dead leaves, loose twigs, branches, and any other debris that may have fallen during the winter months in preparation for mulch should it be needed. Redefining of bed edges will be performed each spring as well if you have hand dug bed edges on your site.

Spring Mulching: Mulching is a widely practiced gardening technique that is beneficial for plants when done properly and is recommended every 8-12 months. It is the act of covering the soil with mulches, such pine bark, wood chips, pine straw, and or other organic material, in order to preserve moisture and improve the condition of the soil and help with weed pressure. Mulching application would be billed at \$2,795.00.

Fall/Winter Cleanup: All necessary perennials will be cut back to industry standards and all leaves/debris will be removed from the landscaped beds. We will mulch in any leaves that have remained on the lawn area as well to help add back in organic nutrients to your turf.

Shrub Pruning: Pruning is one of the most important cultural practices for maintaining woody plants, including ornamental trees and shrubs. It requires both art/science: art in making the pruning cuts properly, and science in knowing how and when to prune for maximum benefits. We recommend 3 shrub pruning's throughout the growing season, typically one is done in early spring, one mid-summer and one late in fall. Each plant requires a specific type of pruning, and it is very important that it is done properly.

Leaf Mulching: During the winter months all leaves/debris will be removed from the landscape beds and either removed from the site or mulched back into the turf. We recommend that you one done before Thanksgiving, one in December and one again in January. Depending on your location additional ones may be needed if your tree canopy is dense.

Winter Visits: We will visit the property once a month to blow off courtyards /steps /entrances, pull weeds and pick up trash.

Tree Line Maintenance: Removal of dead tree limbs or selective pruning of tree/shrub line along the fence rows of the property.

Turf Maintenance: Pre and Post emergent weed control and fertilization of the turf.

Irrigation Services: The irrigation system will be activated and gone through at the start of each season. A report will be given if there needs to be any repair work done. Irrigation services are billed out at \$75/hr and approval will be needed before any repair work takes place. At the end of each season the system will be winterized and shut down for the winter. Winterization of the system ensures that you don't have any freeze concerns during the colder months we experience.

Total Contract Payment for Weekly Turf Maintenance and Bi-weekly Detention/Trail Area Maintenance: \$19,200.00

- Amortized equally over 12 months - \$1,600.00/month
- Amortized equally over 7 months - \$2,742.86/month

Approved and Accepted:

By:

Date: _____

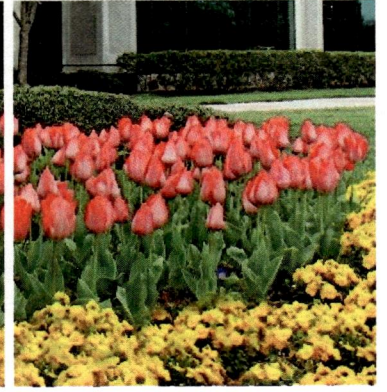
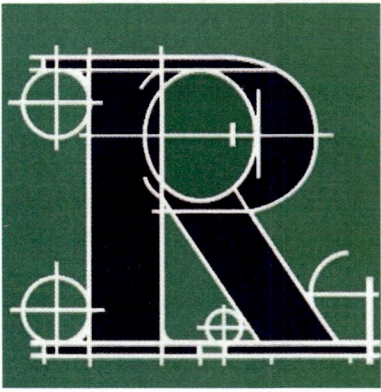
Green Ventures:

By:

Date: _____

The signing of this contract is a legal agreement between Green Ventures and the Signer. Either party may cancel this contract with a thirty (30) day written notice. If the bill has not been paid within 30 days Green Ventures reserves the right to collect all money owed through either a collection agency or through a lawyer. If the debate is taken to court and won, then all court fees will be passed to the customer. All credit card payments will be assessed a 4% fee. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to owners on encountering unforeseeable conditions adversely affecting the work. Owners shall investigate the site conditions promptly after receiving notice. If the conditions cause an increase in cost to the contractor or the time required for performing any part of the work and were not reasonably foreseeable by an experienced contractor, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

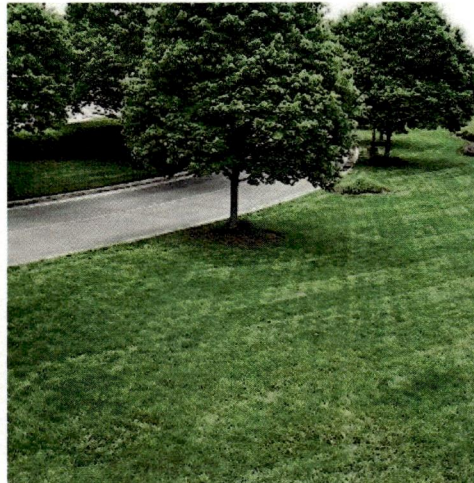
Property Damage: Green Ventures is a fully credited and insured company and takes full responsibility for any damage that occurs as a result of the maintenance process.



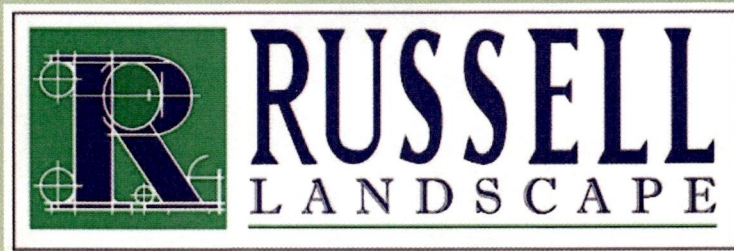
ATLANTA + CHARLESTON + DESTIN + NASHVILLE + SAVANNAH + TAMPA

PROPOSAL FOR PARTNERSHIP

CITY OF LA VERGNE



UNMATCHED IN THE INDUSTRY



ATLANTA * CHARLESTON * DESTIN * NASHVILLE * SAVANNAH * TAMPA

RUSSELL LANDSCAPE TENNESSEE, LLC

March 21, 2025

Re: **CITY OF LA VERGNE**

Having carefully reviewed **CITY OF LA VERGNE**, we would like to present this proposal to provide maintenance in accordance with the attached contract. Your monthly and annual costs for landscape maintenance of the property are listed below.

<u>Landscape Maintenance:</u>	<u>\$1,700.00 per month</u>	<u>\$20,400.00 per year</u>
-------------------------------	-----------------------------	-----------------------------

Additional Services

<u>Hardwood Mulch:</u>	<u>17 cubic yards of mulch @ once per year</u>	<u>\$1,360.00 per year</u>
------------------------	--	----------------------------

NOTE: *Open field West of facility connecting to SCM on North side of property will be serviced bi – weekly (once every two weeks). 20 feet on each side of the greenway will be mowed weekly.*

Irrigation start up and shut down is included in base maintenance.

Thank you for using Russell Landscape Tennessee, LLC, as part of your management team.

Sincerely,

Nathan Cox

Branch Manager

Direct: (615) 635-1440

nathanc@russelllandscape.com



RUSSELL LANDSCAPE TENNESSEE, LLC, CONTRACT

RUSSELL LANDSCAPE TENNESSEE, LLC, hereafter referred to as Contractor, contracts with the property owner/representative for CITY OF LA VERGNE, thereafter, referred to as Property, to perform the following landscape services:

I. TURF AND BED MAINTENANCE

1. Mowing of all turf areas will be completed weekly during the peak growing season. During the remainder of the year mowing will be completed as needed to maintain a neat and clean appearance. Any clippings because of mowing or trimming shall be removed from paved areas during each service visit. Turf areas are those locations which will require weekly maintenance during the growing season.
2. All turf areas not accessible by mowing equipment shall be trimmed weekly using string trimmers to coincide with mowing. (Russell Landscape is not responsible for damage to improperly secured or mounted lines, wires or fencing in areas requiring weekly trimming).
3. All turf hard line edges and bed line edges, such as sidewalks and curbs shall be metal blade edged bi-weekly during the growing season and as needed thereafter. Russell Landscape cannot be responsible for shallow buried phone, cable, internet, or invisible dog fence lines.
4. Bermuda and Zoysia turf grasses shall be mowed to a height of 1-3 inches as conditions dictate. Tall fescue turf grasses shall be mowed at 3-4 inches during each mowing of turf.
5. Scalp mowing may be conducted on all warm season turf areas in early spring to remove dormant grass. Extra precaution shall be taken during the mowing season to prevent scalping of uneven high spots or berms. Particular care shall be exercised to prevent scalp damage due to sharp turning, starting, and stopping on sods. Russell Landscape cannot be responsible for shallow buried phone, cable internet, or invisible dog fence lines.
6. All plant beds shall be kept defined to project a clear definition between turf and shrub bed or tree well areas.
7. Blowing of all clippings and debris from sidewalks, walkways, curbs, tennis courts, recreational areas and parking lots shall be conducted during each weekly visit. All debris collected on site shall be removed and recycled into wood waste products.

II. TREE, SHRUB, AND GROUND COVER MAINTENANCE

1. Pruning of all ornamental shrubs (up to 12' in height) and ground covers and the removal of any dead branches shall be conducted at least four times per year or as required to insure a neatly shaped appearance. The frequency and configuration of pruning shall depend upon horticultural standards for all shrub species. New growth of all shrubs will be

Initials (Client)

Initials (Contractor)

allowed to harden off before subsequent pruning. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.

2. Pocket pruning and/or structure pruning shall be performed once a year during the dormant months to maintain plant material in an aesthetically pleasing appearance and within its boundaries for up to 1/3 of the plant material on site that requires this type of pruning. Drastic reduction of plant volume (over 25%) may incur additional pruning fees. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.
3. All pruning debris shall be removed immediately following the completion of any pruning operations. Drastic reduction of plant volume (over 25%) may incur additional debris disposal fees.
4. Partially dead shrubs shall be pruned to remove deadwood portions.
5. Perennials such as Daylilies and Liriope shall be cut back in the winter. The removal of any spent blooms, flower stalks and drying foliage shall be performed as needed. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply generators and similar items hidden in plant material.
6. Ornamental groundcovers such as English Ivy shall be pruned to maintain these plants within their boundaries.
7. Metal blade edging of all shrub bed or tree well edges shall be performed once monthly.
8. All small ornamental trees (less than 12') shall be trimmed to encourage good growth habits. This shall include the removal of all water sprouts, suckers, deformed growth and dead branches. All clippings and debris shall be removed from the property during the day of pruning.
9. All crape myrtles to be pruned once annually to remove crossing branches, thin canopies, and create a more uniform vase shape is recommended. "Hat rack" pruning is highly discouraged due to horticultural implications and will incur additional charges if requested.
10. All shade trees canopies shall be pruned annually as necessary so that no branches/limbs will overhang on sidewalks and parking lot areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as necessary to keep trees elevated to a uniform height. Maximum height for this pruning shall be no more than 12 feet. Branches or limbs with a caliber diameter greater 2 inches will require an additional cost to be pruned.
11. Broken or fallen tree branches shall be removed from the property during each weekly visit. Branches or limbs with a caliper diameter greater than 2 inches will require additional costs to be pruned.
12. Fallen leaves shall be removed weekly from the property during late autumn and early winter (October – December). All debris collected on site shall be removed and recycled into wood waste products or recycled on site. Naturalization of leaf litter will be utilized where appropriate.

III. GENERAL SITE MAINTENANCE

1. Trash and debris shall be removed from landscape areas during each service visit prior to mowing turf areas.
2. Post emergent herbicides shall be applied to parking lot areas, curbs and gutters, driveways, parkway and loading dock areas to control emerging pavement crack weeds.
3. All debris shall be disposed of offsite unless owner provides approved disposal area or trash receptacle. Removal of excessive trash or debris may incur additional fees.

Initials (Client)

Initials (Contractor)

4. In the event of any severe weather event such as a major ice, snow, or windstorm such as a tornado, Russell Landscape shall not be responsible for any cleanup operation within the scope of the agreed maintenance contract. Clean up services shall be provided for an additional cost per request.
5. Fire ant management will be performed weekly as needed. Typically, when a mound is identified, insecticide will be applied and the following week after it has taken affect, the mound will be removed. Blanket applications can be applied for an additional fee.

IV. IRRIGATION

1. Spring startup cost is included in base maintenance billing. Startup includes full system visual inspection of meter and backflow as well as each zone of the system. A detailed report will be provided itemizing necessary repairs to return system to proper functionality as well as suggestions for coverage and efficiency.
2. Mid-season inspection cost is included in base maintenance billing. Due to the nature of irrigation systems, issues tend to appear after regular in season use. A second evaluation will be completed during the summer and a detailed report will be provided itemizing necessary repairs to return system to proper functionality as well as suggestions for coverage and efficiency.
3. Shut down cost is included in base maintenance billing. The system will be gravity drained by opening the lowest valve in the system and bleeding water from piping. Meters and backflows will be bled and turned off in proper sequence to avoid winter issues with pressurized systems. Compressed air system blow out can be performed at an additional cost.

V. SEASONAL SERVICES

1. Application of pine straw twice annually or hardwood mulch once annually is recommended. Bed line trenching will be performed in conjunction with the spring application. Service will be billed at the time of service per below quantity and price. (Prices subject to change based upon current market value - approval from client required.)
2. Two rotations of seasonal color are recommended. Service will be proposed and billed at the time of service per below quantity and price. Price shown is for our base package including 4" pots of typical seasonal annuals and once monthly maintenance visits. Options for additional upgrades and enhancements will be offered for consideration prior to all installations. (Prices subject to change based upon current market value - approval from client required.)
3. Supplemental hand watering can be provided for a cost of \$75/hr. for site water or \$150/hr. for water truck.
4. Winter snow and ice removal can be provided for an additional cost upon request.

VI. COMPENSATION

To perform the above stated services, Contractor shall be compensated by CITY OF LA VERGNE for labor, materials, equipment, and services rendered as itemized below. Monthly billing includes chemical turf treatment. Landscape encourages all payments to be made via ACH process. This process provides security for the payments and prevents any mishandling of paper checks. If the client elects to pay via check, Russell Landscape will not be liable for any issues associated with mishandling or fraud.

N/A bales of pine straw per application 17 cubic yards of mulch per application

N/A square feet of seasonal color per application

Monthly Base Maintenance Billing - **\$1,700.00**

Mulch - **\$1,360.00** Apply at appropriate time and bill at end of service ____ (Initial)

ANNUAL TOTAL - \$21,760.00

Initials (Client)

Initials (Contractor)

Service shall be provided over a 51, week period as dated below. Please note that we are closed the week from Christmas until New Year's. Monthly service costs are prorated over the course of the contract for simplicity in billing and payment.

In the event of cancellation prior to the end of a 12-month term, the table below shall be used to determine the actual dollar amount of work performed and in turn the amount owed to either the customer or contractor at termination of the contract. Due to the nature of our business the actual labor and material expenses are not commiserate with the leveled monthly billings.

Mth	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	5	6	7	10	10	10	10	10	10	10	7	5

For example, if the total annual contract price is \$12,000, and the contract commences on January 1st and is terminated on August 31st, the total percentage of actual annual worked performed is 68% of contract. $68\% \times \$12,000 = \$8,160$ and represents the actual amount of work performed. The actual amount paid over the 8 months of the contract was \$8,000, so in this case, the customer would owe the contractor an additional \$160.

Contractor shall cease all services on the above contracted property after sixty (60) days from date of unpaid invoice until all delinquent payments are received. Either Contractor or Property manager may terminate this contract at any time with or without cause by providing 60 days written notice by certified letter only. If pine straw, seasonal color, fescue seed, retention ponds or any extra services are added to the base maintenance price, and the work has already been performed, it must be paid in full if contract is terminated early.

Both parties agree not to solicit, offer employment to, nor use the services of any employee of the other party who is involved in performing this Agreement (otherwise than by general advertising for the duration of this Agreement) and for a period of twelve (12) Months from the date of termination of this Agreement, except as expressly provided for in this Agreement or where the other party consents thereto in writing.

During the execution of the work described herein, adjustments in fees may be necessary based on inflation and/or escalation in the costs of materials and labor. Russell Landscape reserves the right to adjust pricing due to fluctuation in the market rate of the job cost of the contracted work. Russell Landscape may adjust the pricing of this contract commensurately with 30 days written notice.

This contract shall be effective for the period beginning **April 1, 2025**, ending **March 31, 2026**. We hereby understand, adhere, and agree to the terms and stipulations of this document and enter into this contract agreement.

Initials (Client)

Initials (Contractor)

CITY OF LA VERGNE

Contact Information:

Company: _____

Name: Michael Dietz _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address:

Physical Address:

Name & Capacity- Client

Date

Name & Capacity-CONTRACTOR, RUSSELL LANDSCAPE TENNESSEE, LLC

Date

Initials (Client)

Initials (Contractor)



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

Item #: 8.A.2. Emergency Purchase - Fire System Replacement at the Library.

Department: Library

Presented By: Donna Bebout

Item Attachments: 1. Proposal - Fire System Replacement

Summary:

This is an item to approve the emergency purchase of the replacement fire system at the Library.

Background Information:

In August, 2024, it was discovered that the fire alarm at the library was not being monitored by LPD Dispatch as previously set up. Turner Security was able to get the alarm online and monitored using the previously used notifier system that was installed in 2002. After the brown out/black out that occurred in La Vergne a few weeks ago, the alarm system began sending communication errors. Turner Security was called out and they determined that the old notifier system was no longer working.

Turner submitted the attached quote for a replacement system. Staff discussed the situation and determined that this should be considered an emergency purchase because neither the Police Department or Turner Security were getting notifications from the system, which could have been devastating in the case of a fire. City Administrator Bruce Richardson individually spoke to all Board members to inform them of the situation regarding the emergency purchase and told everyone that it would be on the April meeting agenda for approval.

Financial Summary:

The cost of the system is \$21,936.91. First reading of a budget amendment is on the meeting agenda to allocate funds for this purchase.

Staff Recommendation:

Staff recommends approval.



**TURNER
SECURITY**

Powered By



Fire System Replacement

A PROPOSAL FOR

Lavergne Public Library

Glenn Green

ggreen1@lavergnetn.gov

(615) 287-8627

5063 Murfreesboro Road

La Vergne, TN 37086

PREPARED BY BUDDY HARRIS

Turner Security Powered by TechCore

About Us

Security Services

- **Alarm (Intrusion Detection) Systems** (Installation and Central Station Monitoring)
- **Access Control Systems** (Wired/Wireless, Hosted and Server Based)
- **Video Surveillance Systems** (Analog and IP) Central Station Monitored Video, Video Cloud Backup
- **Fire Systems** (Installation, Central Station Monitoring and Inspections)
- **Video Intercom Systems**
- **Telephone Entry Systems**
- **SEaaS (Security Equipment as a Service)**

IT Services

- **Server Hardware** (Design, Installation and Service)
- **Networking** (Wired and Wireless, Firewalls, Routing)
- **Virus Protection**
- **Remote and Onsite Managed Service**
- **VoIP Hosted IP Phones**

License

Chattanooga: 0319

Nashville: 1998

Georgia: LA-3074

Project Description

Turner Security Powered by TechCore will replace the existing Notifier NFS320 with a non proprietary Honeywell Firelite ES-50X.

Turner will install a monitor module between the new Fire Panel and existing Voice Evac System so that any faults will provide a notification.

The new Panel will be monitored over the existing StarLink Communicator.

Turner is assuming all existing wiring is in good working condition if it is necessary to replace wiring it will require an approved change order.

Monthly Fire Monitoring will remain the same.

We will replace the following devices listed below with compatible devices.

1 - Fire Panel with Surge Protector

1 - Remote Annunciator

2 - Smoke Detectors

6 - Pull Stations

10 - Duct Detectors to include new sampling tubes, Control Relay Modules and Key Test Stations

4 - Monitor Modules for Tamper, Flow, PIV and Voice Evac

4 - Strobe Only

6 - Strobe Speakers

Turner Security is not engineering the Fire System. We are replacing the aging system with a new non-proprietary system. If the local AHJ requires any additional devices this will require an approved change order.

This proposal includes all listed equipment, installation, set up and programming.

Please read and understand all exclusions provided below. Any additions to this SOW shall be at an additional cost or provided by others.

This proposal is not guaranteed to be NDAA Section 889 compliant. Should your business require such compliance please inform us prior to accepting this proposal so that we may ensure a compliant solution.

Typical Repayment Terms are 50% mobilization upon approval and 50% upon completion unless otherwise mutually agreed upon in writing prior to scheduling.

The Client and Turner will mutually agree upon the exact placement of all devices during walk through of the project prior to installation.

Lead Time - 2-4 weeks from time of contract approval and processing of mobilization payment.

Unless specifically noted otherwise in this proposal, this proposal excludes the following:

- Painting, Patching or Repairs
- Removal of existing cabling
- Permits or Inspections
- 120 volt power requirements where needed to support security, access control system, Fire System and/or CCTV system.
- All work (warranty or new install) shall be performed Monday through Friday, 8:00am to 5:00pm

- Removing doors/ frames/ mullions
- Any traffic barriers or traffic control
- Any Trenching, backfill and/or compaction
- Any fire alarm disconnect relay, fire alarm device or additional equipment required to meet applicable local codes
- Any electrical (High Voltage) work
- Any conduits, raceways, or AC power
- Any lifts or lift rentals
- Any required lighting needed for proper operation of CCTV cameras
- Any keyways or key cylinders for locking hardware provided by Turner Security
- Any client computers/servers or associated computer equipment or racking
- Any network switches and/or routers
- Client network connectivity (any subsequent downtime, in excess of 1 hour, as a result of network related issues shall be documented and billed as a change order at standard labor rates)
- Any VPN network connection needed for communication to Server
- Any licensing as required for connection, programming or software updates

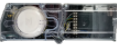
Additional requirements:

- Any existing cabling or equipment that is to be reused for the new system has not been tested for operation, compatibility or reliability and therefore any repair, replacement or adjustment will be at an additional cost.
- Any door that is not working properly will need to be repaired or replaced prior to work proceeding. Additional time and materials charges may apply.
- Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to Turner employees
- Customer will ensure that No area in which Turner Security is installing equipment is considered or classified as hazardous or explosive

Consultant - Buddy Harris

Areas & Items

Fire System Replacement

Items		Qty
	Honeywell ES-50X Firelite 50-POINT ADDRESSABLE FIRE	x1
	Ultratech 12180 12V 18AH SLA BATTERY F2	x2
	Ditek Corp DTK120HW SURGE PROT AC HARDWIRE	x1
	Honeywell ANN-80 REMOTE LCD ANNUNCIATOR	x1
	Honeywell SD365 Addressable Photoelectric Smoke Detector	x2
	Honeywell BG12LX PULL STATION ADDRESSABLE	x6
	Honeywell D365PL Addressable Non Relay Photoelectric Duct Detector	x10
	System Sensor DST5 SAMPLING TUBE 5'WITH HOLE	x10

Items	Qty
 System Sensor RTS151KEY Remote test stations for use with System	x10
 Honeywell CRF-300 ADDRESSABLE CNTRL RELAY MODULE	x10
 Honeywell MMF-301 ADDRESSABLE MINI-MNTR MODULE	x4
 System Sensor SRLED L-Series with LED Wall-Mount Strobes,RED	x4
 System Sensor SPSRLED-P System Sensor SPSRLED-P L-Series Indoor Speaker Wall-Mounted LED Strobe, "PLAIN", Red	x6
 Labor Installation Labor Cabling Installation	
 Labor Programming Tax Exempt	
 Labor Trip Charge	
 Labor Engineering and Design Tax Exempt	

Financial Summary

Subtotal	\$21,936.91
Proposal Total	\$21,936.91

Payment Schedule

All Proposals require 50% upfront mobilization payment prior to scheduling and ordering of parts.

Billing Contact Info : (if different from Site info)

If you have been sent a Docusign form, it must be filled before we can schedule your installation

Full Service Customer Protection Plans are available. Please inform your Consultant should you wish to *OPT IN to our CPP* and they will provide pricing.

Any applicable Sales Tax and/or Shipping Costs will be added Upon Invoice. Sales Exemption Form for Resale or Not for Profit must be submitted to accounting prior to final invoice.

PAYMENT SCHEDULE

Payment 1	50% of Proposal Total • \$10,968.46	Due Upon Acceptance
Payment 2	Outstanding Proposal Balance • \$10,968.45	Due Upon Job Completion

Project Terms

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

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

Some products may include extended warranties by the manufacturer.

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

If service is required, we will be happy to provide you with excellent service for your system.

Turner Security assumes no responsibility for damages, either direct or consequential, that may result from accidents associated with the design, installation, and operation of the equipment listed herein.

Prices contained in this proposal are valid for 30 days from the date of the proposal.

Any changes to this proposal will be submitted in writing for approval.

By accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments that contain additional terms and conditions.

It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing by Turner Security.

1.Charges

In consideration of the Equipment and Services provided hereunder, you promise to pay Turner Security. The equipment charges and Service Charges, any activation or other fees, plus applicable taxes, in accordance with the Payment Terms set forth above.

Payment of the Equipment Charges is a precondition to the activation of your Equipment and any Services you have selected.

We may impose a one-time late charge on each payment that is more than ten days past due, which shall be the lesser of \$5.00 or the highest amount permitted by law.

We may impose returned check charges of the greater of \$25.00 or 5% of the amount of the returned check.

2. Additional Charges. Additionally, you agree to pay, or reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to your equipment or our services, other than taxes assessed on our net income.

You further agree to pay (a) all telecommunications charges for area code, telephone number or other changes, (b) our then-current charge for reprogramming your equipment to comply with any area code, telephone numbering or other changes, (c) any increases in our cost for facilities used for transmitting alarm signals under the Contract and (d) our charges resulting from services we may add to continue to provide the services to you necessitated by police, fire or other emergency verification requirements.

In addition, you shall be responsible for any modifications to your Equipment necessitated by changes in standards and regulations of governmental or regulatory authorities, including but not limited to the Federal Communications Commission ("FCC"), any state Fire Marshall, the National Fire Protection Association, Underwriters Laboratories, fire or police department.

You agree to pay a service charge if we respond to a service call or alarm at your premises which is due to you or your agents, employees, or invitees' failure to follow operation instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of your Equipment.

Payment for such additional charges is due upon receipt of our invoice for such charges.

3. Installation and Sale

a. Installation. The equipment indicated in this document will be installed in the Premises.

Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) the installation may require drilling into various parts of your Premises; (3) You will provide 110 AC electrical outlets for power equipment in locations designated by the installer, (4) There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within five (5) days after installation is complete, inspect your System and notify us in writing of any problems. Otherwise, you will be deemed conclusively to have accepted our System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will not pose any danger to installation personnel.

In no event shall we be liable for the discovery or removal of Hazardous Materials.

Turner Security shall not be responsible for securing the Premises during the period of installation. b. Direct Sale.

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

Conversion of Existing System.

If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your non-functioning existing equipment to provide our services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis.

We do not warrant equipment we do not install. d.

Risk of Loss:

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

4. Termination of Services;

Default:

(a) We may, at any time, terminate this Contract and the Services at our option without liability or notice to you if:

(1) Our monitoring center, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services;

(2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Center or between our Center and Emergency Response Providers;

(3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of your System;

(4) your System generates excessive false alarms due to circumstances beyond our control;

(5) you or your personnel fail to follow our recommendations to repair or replace any defective parts of your System not covered under the Limited Warranty, or to follow operating instructions for or tamper with your System; or

(6) For any reason in our discretion upon thirty (30) days prior notice to you. If we terminate for any of these stated reasons, we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of such termination. (b) In addition, you shall be in breach, and we may at our option terminate this contract, and exercise our remedies for the payment of all sums due if: (1) You fail to pay any Charges or other monies due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue, (3) you breach any warranty contained herein or in any other agreement you have with us, or (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us when same is due, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Systems located in any of your Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate on delinquent amounts. You agree to pay all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Contract, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default under this Contract shall also be a default under any other contract or agreement between you and us.

5. Representations and Warranties.

You represent and warrant that you (a) requested the Equipment and Services specified in this Contract for use in a commercial purposes and not for personal, family or household purposes, or for or on behalf of a third party, (b) own the Premises or otherwise have the authority to authorize us to install such equipment in the Premises, and (c) will comply with all laws, codes, and regulations pertaining to your System or our Services.

6. We are Not an Insurer.

YOU AGREE THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 9(A) BELOW: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED, AS SUCH (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY

AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 7, YOU WILL WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING SUBROGATION, THAT YOU, ANY INSURER, OR OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS INCUR.

7. Indemnity; Limitation of Liability.

a. Indemnity. We will hold you, your officers, directors, agents and employees harmless from any claim, demand, losses, damages, injuries, (including death), liabilities or other expenses (“Losses”) to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of Turner Security, its agents or employees, during and within the scope of employment of such persons only while present at the Premises; provided, however, that the terms of this paragraph 7(a) shall not apply, and we shall not in any event be liable for Losses arising out of, resulting from or in any way due to attributable to the condition, non-function, malfunction, faulty design, faulty installation, or failure in any respect of the System or Services to operate or perform as intended, (herein, “Failure Events”), regardless of whether such Fail Events arise out of the negligent acts or omissions of Turner Security, its agents or employees. Any liability of Turner Security for Failure events for Losses arising out of Failure Events is strictly limited pursuant to paragraph 7(b). b. Liability for Alarm Failure Events. Neither we nor any person or entity affiliated with us shall be liable for any Losses arising directly or indirectly from an Alarm Failure Event. We do not provide architectural, engineering, or professional design services. If you desire or require such services, you must engage a licensed design professional to perform the design services and then provide us with any and all necessary plans, specifications, or shop drawings necessary for us to complete the installation of your System. We install Equipment according to the local codes and ordinances (where applicable) and according to your particular needs or preferences. We are not liable under any circumstances for the adequacy of the performance or design, or design criteria established by you, your design professional, or local code requirements. If, notwithstanding the provisions of this paragraph 9(b), we or any person or entity affiliated with us, are determined to be responsible for any Losses arising from Alarm Failure Events, your claims against us, shall be limited to the greater of (i) \$1,000, or (ii) the purchase price you paid for the Equipment, as liquidated damages and not as a penalty. This amount is your sole and exclusive remedy for an Alarm Failure Event, even if caused by Turner Security’s negligence or that of our affiliates or our respective employees or agents breach of this Contract, strict liability, failure to comply with any applicable law, or other fault. You agree that were we to have liability greater than that stated above, we would not provide the System or Services. c. Damages. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, SPECULATIVE, OR CONSEQUENTIAL DAMAGES.

8. Hold Harmless.

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

9. Legal Actions.

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

10. Customer Duties.

You must (a) instruct all persons who use the System on its proper use; (b) notify us immediately if a problem in

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

11. Services.

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

12. Limited Warranty.

Subject to the limitation and exclusions set forth below, during the first one (1) year after installation, we will at our cost, repair or, at our option, replace any defective part of the equipment we install, including wiring (but not including disposable items such as batteries, and not including repairs needed to exterior mounted devices), and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only and may not be enforced by any other person. The laws of your state may give you additional rights than those described herein. a. **Limitations on our Warranty and Service Obligations.** We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, WE MAY REQUIRE YOU TO PAY ADDITIONAL SERVICE FEES. Our limited warranty shall not apply to disposable items such as batteries, or exterior mounted devices, or if we determine that any of the following conditions caused the need for service (a) damage resulting from storms, natural disasters, accidents, acts of God, lightning strikes, riots, floods, terrorism, or any causes beyond Turner Security’s control. (b) your failure to provide ordinary maintenance and wear and tear to your System or its components or you permit anyone other than our authorized representative to perform service on your System; (c) physical alterations to your premises or to your System made at your request or made necessary by damage to your Premises or your System; or (d) any of the reasons described in the paragraph above. Charges for non-covered repairs will be at our current labor and material rates, including minimum visit charge. b. **OTHER**

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

13. Delays.

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

14. Assignment.

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

15. Severability.

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

16. Arbitration of Disputes.

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

17. Entire Contract, Survival.

This Contract is the entire agreement between you and us and supersedes all previous contracts between you and us regarding our services. You agree that we are not bound by any representation, promise, condition, inducement, or warranty, express or implied, not included in this contract. The terms and conditions of this contract shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms. The provisions of paragraphs 6, 7, 8, 9, and 14 shall survive the termination of this Contract and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, or any sale by us of your Account.



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

Item #: 8.A.3. Approve Estimated Lease Rate Quotes with Enterprise to Lease Five Vehicles for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Police Vehicle Lease Rate Quotes

Summary:

This will approve five estimated lease rate quotes with Enterprise.

Background Information:

Due to new positions and promotions that have occurred in the department, the Police Department is requesting five leased vehicles. These vehicles are not pursuit vehicles. The estimated lease rate quotes are attached. Some of these quotes do not include the necessary equipment that will be needed for their use. Depending on the cost of the equipment, there may be an upfront payment for half of the equipment costs.

Financial Summary:

The estimated monthly payments for all five vehicles is \$3,851.05 per month for 60 months. This will equal \$46,212.60 per year. There may be some minor administration fees associated with the lease. The Police Department has enough funds in their budget to pay these lease amounts for the remainder of the current fiscal year. Funds will be added to their operating budget for the lease payments for next year.

Staff Recommendation:

Staff recommends approval.

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 03/26/2025 AE/AM [REDACTED]	
Unit #					
Year		2025		Make [REDACTED] Model [REDACTED]	
Series [REDACTED]					
Vehicle Order Type	In-Stock	Term	60	State	TN Customer# [REDACTED]
\$ 40,929.00		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 40,989.00		Total Capitalized Amount (Delivered Price)			
\$ 614.84		Depreciation Reserve @ <u>1.5000%</u>			
\$ 206.61		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 821.45		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management			
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>			
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax		<u>0.0000%</u> State <u>TN</u>	
\$ 821.45		Total Monthly Rental Including Additional Services			
\$ 4,098.60		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color [REDACTED]

Interior Color [REDACTED]

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 03/26/2025 AE/AM	
Unit #					
Year		2025		Make Model	
Series					
Vehicle Order Type	In-Stock	Term	60	State	TN Customer#
\$ 47,522.60		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax 0.0000% State TN		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 47,582.60		Total Capitalized Amount (Delivered Price)			
\$ 713.74		Depreciation Reserve @ 1.5000%			
\$ 244.84		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 958.58		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management			
\$ 0.00		Full Maintenance Program ³ Contract Miles 0			
Incl: # Brake Sets (1 set = 1 Axle) 0					
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State TN	
\$ 958.58		Total Monthly Rental Including Additional Services			
\$ 4,758.20		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee		
BY	TITLE	DATE

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² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 03/26/2025 AE/AM	
Unit #					
Year		2025	Make		Model
Series					
Vehicle Order Type	In-Stock	Term 60	State TN	Customer#	
\$ 25,860.53		Capitalized Price of Vehicle ¹			
\$0.00		* Sales Tax <u>0.0000%</u> State <u>TN</u>			
\$ 36.25		* Initial License Fee			
\$ 0.00		* Registration Fee			
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		* Security Deposit			
\$0.00		Taxes			
\$ 25,920.53		Total Capitalized Amount (Delivered Price)			
\$ 349.93		Depreciation Reserve @ <u>1.3500%</u>			
\$ 138.74		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 488.67		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax <u>0.0000%</u>		State <u>TN</u>	
\$ 488.67		Total Monthly Rental Including Additional Services			
\$ 4,924.73		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Government

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

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ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee		
BY	TITLE	DATE

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Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 03/26/2025 AE/AM	
Unit #					
Year		2025	Make		Model
Series					
Vehicle Order Type	In-Stock	Term	60	State	TN
Customer#					
\$ 52,769.21		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax 0.0000% State TN		
\$ 36.25		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 1,600.00		*	Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 51,169.21		Total Capitalized Amount (Delivered Price)			
\$ 767.54		Depreciation Reserve @ 1.5000%			
\$ 260.60		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,028.14		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management			
\$ 0.00		Full Maintenance Program ³ Contract Miles 0			
Incl: # Brake Sets (1 set = 1 Axle) 0					
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State TN	
\$ 1,028.14		Total Monthly Rental Including Additional Services			
\$ 5,116.81		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Government

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

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LESSEE City of La Vergne, Tennessee		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting	C	\$ 6,335.95
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 6,335.95
Aftermarket Equipment Total		\$ 6,335.95

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 03/26/2025 AE/AM	
Unit #					
Year		2025	Make		Model
Series					
Vehicle Order Type	In-Stock	Term	60	State	TN Customer#
\$ 27,418.00		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax 0.0000% State TN		
\$ 36.25		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 0.00		Other:Courtesy Delivery Fee			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 27,418.00		Total Capitalized Amount (Delivered Price)			
\$ 411.27		Depreciation Reserve @ 1.5000%			
\$ 142.94		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 554.21		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.0450 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0					
# Tires 0					
Loaner Vehicle Not Included					
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax 0.0000%		State TN	
\$ 554.21		Total Monthly Rental Including Additional Services			
\$ 2,741.80		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Government

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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

Item #: 8.B. Approve Street Paving and Striping for Fiscal Year 2024-2025.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. Proposal - Paving - Old Nashville Highway - Hawkins Paving
2. Proposal - Paving - Sand Hill Road - Hawkins Paving
3. Proposal - Striping - Old Nashville Highway - Kerr Bros
4. Proposal - Striping - Sand Hill Road - Kerr Bros

Summary:

This item is to approve the list of streets to be paved in FY 2024-2025.

Background Information:

The FY 2024-2025 paving list includes the following streets: Old Nashville Highway and Sandhill Road. The estimates from Hawkins Asphalt and Kerr Brothers are attached for more details.

Financial Summary:

The estimate cost of paving, including striping, for FY 2024-2025 is \$949,782.00. This could go up or down depending on the actual conditions when they pave. A total of \$900,000.00 was budgeted for paving. A budget amendment is on the agenda for the possible overage. There are enough funds in the State Street Aid Fund to make up this difference.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 1/31/25
Street: _____ Job Name: Old Nashville Road
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$590.77

We agree to furnish all Labor, Equipment and Materials to complete the following work:

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (38,997 sq yds) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (38,997 sq yds) (3,431 tons)
- Cost ----- \$514,987.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal

- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 1/31/25
Street: _____ Job Name: Sand Hill Road
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$590.77

We agree to furnish all Labor, Equipment and Materials to complete the following work:

ASPHALT PAVEMENT

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (24,362 sq yds) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (24,362 sq yds) (2,144 tons)
- Cost ----- \$321,790.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal

- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____



935 3RD Ave. S
Nashville, TN 37210
Phone: 615-255-8614
Fax: 615-242-5404

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: OLD NASHVILLE HWY	
Address ATTN: DOUG OAKLEY		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 2/13/25	

The following price is to layout & stripe with thermo plastic as per plans.

OLD NASHVILLE HWY – FROM CITY LIMITS TO MURFREESBORO RD – 90 MIL THERMO

Plastic Pvmt Mrkg (4" LINE)			
11.5 LM	@ \$5,000.00	LM	\$ 57,500.00
Plastic Pvmt Mrkg (STOP LINE)			
205 LF	@ \$25.00	LF	\$ 5,125.00
Plastic Pvmt Mrkg (TURN LANE ARROW)			
9 EA	@ \$220.00	EA	\$ 1,980.00
Plastic Pvmt Mrkg (STRAIGHT ARROW)			
4 EA	@ \$220.00	EA	\$ 880.00
Plastic Pvmt Mrkg (STANDARD CROSSWALK)			
125 LF	@ \$10.00	LF	\$ 1,250.00
Plastic Pvmt Mrkg (CHANNELIZATION)			
100 SY	@ \$35.00	SY	\$ 3,500.00
Plastic Pvmt Mrkg (4" DOTTED LINE)			
200 LF	@ \$2.50	LF	\$ 500.00
			<u>\$ 70,735.00</u>

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$

Payment to be made as follows:

Net Upon Completion 10 Days

Acceptance of Proposal – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for 30 days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 2/13/25
--	------------------------



935 3RD Ave. S
Nashville, TN 37210
Phone: 615-255-8614
Fax: 615-242-5404

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: SAND HILL RD	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 2/13/25	

The following price is to layout & stripe with thermo plastic as per plans.

SAND HILL RD – FROM STONES RIVER RD TO FERGUS RD – 90 MIL THERMO

Plastic Pvmt Mrkg (4" LINE)			
6.62 LM	@ \$5,000.00	LM	\$ 33,100.00
Plastic Pvmt Mrkg (STOP LINE)			
120 LF	@ \$25.00	LF	\$ 3,000.00
Plastic Pvmt Mrkg (TURN LANE ARROW)			
1 EA	@ \$220.00	EA	\$ 220.00
Plastic Pvmt Mrkg (LONGITUDINAL CROSSWALK)			
55 LF	@ \$40.00	LF	\$ 2,200.00
Plastic Pvmt Mrkg (CHANNELIZATION)			
100 SY	@ \$35.00	SY	\$ 3,500.00
Plastic Pvmt Mrkg (4" DOTTED LINE)			
100 LF	@ \$2.50	LF	\$ 250.00
			<u>\$ 42,270.00</u>

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$

Payment to be made as follows:

Net Upon Completion 10 Days

Acceptance of Proposal – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for 30 days.

ACCEPTANCE SIGNATURE _____

Authorized Signature

ROBBY MALLORY

Date

2/13/25



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

Item #: 8.C. Approve Annual Renewal of the Smarsh Service Agreement.

Department: Information Technology

Presented By: Glenn Green

Item Attachments: 1. Smarsh Order Form - City of La Vergne, TN

Summary:

Approve Annual Renewal with Smarsh, Inc. for Archiving Services.

Background Information:

Smarsh, Inc. provides archiving services for city email and text messages. This is the annual renewal for those services. This is a budgeted item.

Financial Summary:

The annual renewal cost is \$29,539.13.

Staff Recommendation:

Staff recommends approval.



Order Form (#Q-94559) (Service Account Number: 307325)

Renewal - City of La Vergne, TN

Account Rep	Bethany Cloutier	Customer	City of La Vergne, TN
Email	bethany.cloutier@smarsh.com	Service Address	5093 Murfreesboro Rd La Vergne, Tennessee 37086-2706
Company	Smarsh Inc.	Billing Contact	Glenn Green
Prepared on	11-Mar-2025	Contact Phone	615-793-6295
Valid until	09-Apr-2025	Contact Email	ggreen@laveragnetn.gov
Start Date	12-Jul-2025	Technical Contact	Glenn Green
Renewal Date	12-Jul-2026		
Billing Frequency	Annual		
Order Type	Renewal		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified		1	
Platform - Professional Archive - Gov	\$3,234.00	1	\$3,234.00
Email - Professional Archive Capture	\$31.19	305	\$9,511.43
MobileGuard MT/ST		1	
Platform Fee - MG Cloud MT		1	
Verizon - MG Cloud MT	\$63.53	250	\$15,881.25
Smarsh Support		1	
Professional Support - Basic		1	
Smarsh University		1	
Smarsh U - SMB - Web Access	\$456.23	2	\$912.45
Milestone Billing Bundle		1	
Annual Recurring Service Fees Subtotal			\$29,539.13
One-Time Fees Subtotal			\$0.00
Contract Total			\$29,539.13

Notes

All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com

Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

SERVICE SPECIFIC TERMS

- The Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>;
- Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobilityChannels>;
- Connected Capture Service Specific Terms available at <https://www.smarsh.com/legal/SSTConnectedCapture>;
- Smarsh U Service Specific Terms available at: <https://www.smarsh.com/legal/SSTSmarshUniversity>;

TERM

The Term of the Services will begin on the Start Date set forth the on the first page of this Order Form, or if no Start Date is stated, the execution date of this Order Form, and will continue for the Subscription Term specified on the first page of this Order Form. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services is subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") will be invoiced at the billing frequency set forth on the first page of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES – PROFESSIONAL ARCHIVE

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

Data Imports - One-time Fee (25 GB Minimum)	\$10.00/GB
Import Data Conversion Fee (25 GB Minimum)	\$3.00/GB
Data Storage – Annual	\$2.50/GB

Amendment to the Smarsh Service Agreement

This Amendment (“**Amendment**”) amends the Smarsh Service Agreement located at <https://www.smarsh.com/legal/ServiceAgreement> between Smarsh Inc. (“Smarsh”) and City of La Vergne, TN Client”) (“**Agreement**”). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

WHEREAS, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

- 1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.

- 2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:

6.3. Renewals & Non-Renewal – Limited Term. The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a “Renewal Term”) upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.

- 3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

7.7 Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

- 4) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:

8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties’ agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement (“Agents”); or (iii) pursuant to a public records request under those laws applicable to the Client and only to the extent that such confidential information is not subject to an exemption from such public record request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party’s Confidential Information.

- 5) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:

11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend and indemnify Smarsh, its officers, directors, employees, and agents,

from and against all third party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section ; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

6) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:

13.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict/choice of law principles.

7) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:

13.11. Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

8) The following language is added to the Agreement as Section 14 – SLED Additional Terms.

14.1 Insurance. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.

9) Except as otherwise set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. This Amendment, together with the Agreement is the entire agreement between the parties, and supersedes all prior agreements between them, whether written or oral in nature

Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

☐ No

☐ Yes – Please complete below

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By _____ Name: _____

Date: _____ Title: _____



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

Item #: 8.D. Approve Renewal of a Three Year Agreement with Motorola Solutions for GIS Managed Services.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Renewal - Motorola GIS Managed Services

Summary:

This is the annual contract for Motorola to provide Plus GIS managed services for the Motorola Flex CAD system utilized by the police department.

Background Information:

Plus GIS Managed Services provides geoprocessing of customer-provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

We currently have a contract for these services through Motorola that will be expiring at the end of March. This quote will cover the next three years.

Financial Summary:

Upfront fee will be \$19,689.52. Year two and three will each be \$19,689.52. Grand total for three years is \$59,068.56.

Staff Recommendation:

Staff recommends approval.

MOTOROLA SOLUTIONS

QUOTE-2992360
La Vergne PD, TN - GIS Plus
Quarterly MS

Billing Address:
LAVERGNE, CITY OF
283 OLD NASHVILLE HWY
LA VERGNE, TN 37086
US

Shipping Address:
LAVERGNE FIRE DEPT
283 OLD NASHVILLE HWY FIRE
ADMIN BLDG
LA VERGNE, TN 37086
US

Quote Date:02/03/2025
Expiration Date:05/04/2025
Quote Created By:
Deborah Thomas
Account Sales Experience
deborah.thomas@
motorolasolutions.com
385-285-5868

End Customer:
LAVERGNE, CITY OF
Brent Hatcher
bhatcher@lavergnetrn.gov
615-287-8709

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Training, Consulting and
Managed Services

1 SSV00S03111A

0162 PLUS GIS SERVICE TERM
(QUARTERLY)

1 3 YEARS

Grand Total

\$59,068.56(USD)

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

Pricing Summary

Upfront Costs*

\$0.00

Upfront Subscription Fee

Training, Consulting and
Managed Services

Annually

\$19,689.52

Sub Total:

\$19,689.52

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
Training, Consulting and Managed Services	Annually	\$19,689.52	\$19,689.52
Year 3 Subscription Fee			
Training, Consulting and Managed Services	Annually	\$19,689.52	\$19,689.52
Sub Total:			\$39,379.04
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$59,068.56

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

This Statement of Work (SOW) describes the activities to be completed by both Motorola Solutions. (Motorola) and the Customer in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Plus GIS Managed Services. Plus GIS Managed Services provides geoprocessing of Customer provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

The tasks described herein will be performed by Motorola, its subcontractors (as determined by Motorola.) This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data. Requests for service outside of this SOW will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Plus provides a quarterly service delivery cadence, as noted on the quote page.

Customer will provide the following environment required to support the delivery of the service:

- Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
- Installation of Flex full client on GIS Server.
- ArcGIS Desktop/Pro Basic license. Customer will supply authorization files to Motorola. – If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
 - If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop/Pro Network Analyst Extension license will be provided by the Customer.
 - Customer is responsible for staying current with Esri ArcGIS Desktop/Pro + Extensions annual software maintenance.
- A local user account with local administrator permissions on GIS Server.
- Install necessary patches required to support the GIS Managed Service delivery.
- Motorola will provide to the following environment items required to deliver the service: • A practice database refresh if not previously completed within three months of the term Effective date. • Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form. • Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server. • Remote Access appliance (example: Bomgar) installation file used for unattended remote access. • If using point feature class type, an ArcGIS Enterprise account used by the Customer to maintain identified agency layers via the Motorola-provided local data web application.

Note - Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time

MOTOROLA SOLUTIONS

QUOTE-2992360
La Vergne PD, TN - GIS Plus
Quarterly MS

that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer - In the event of an interruption of access to the Local Data WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update and or an immediate need for GIS data transfer.

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence, engagement process and the scope of the service.

Motorola Responsibilities

- Initiate the welcome teleconference.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review unattended GIS data access method to the GIS Server with the Customer. •

Review the Service Delivery Environment requirements.

- Review Motorola and Customer responsibilities, expectations, scope and terms of the service. •

Review existing visual maps.

- Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed upon date.
- Request and receive the most up to date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.

Customer Responsibilities

- Acknowledge the need for publishing requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed upon schedule.
- Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.
- Acknowledge the unattended GIS data access method to the GIS Server.
- Confirm network access of GIS Server for use by the Flex system.
- Provide Motorola with the most up to date copy of Customers existing GIS.Data in an Esri supported format. •

Provide the recurring dates that Motorola will deliver the GIS updates.

- Provide requested GIS updates within ten business days of the conclusion of the GIS Services Welcome Call.

The GIS feature class layer is sourced by the Customer and supplied to Motorola. The GIS layer can include location verification, zone or routing data represented in point, line or polygon feature classes.

An agency data is defined as a point or polygon feature class (feature class type). Point feature classes will be hosted by Motorola in a web application where the Customer will perform all additions/deletions/updates and Motorola will process these changes during the purchased cadence update. Polygon feature classes will be internally managed by Motorola and processed during the purchased cadence update. Customer will choose which feature class type is to be updated by Motorola before Motorola commences incorporating the chosen layer. Once identified, the agency layer choice cannot be changed and will be the only layer updated throughout the

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

service term. Agency data is consumed AS-IS and is limited to standardization to conform with Motorola's data management schema. If the Customer is in need of agency data enrichment services, those can be provided as a separate quote.

For each update, the ArcGIS Server services used by the system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Request and process the external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customers location validation environment.
- Acknowledge receipt of request and understanding of the specifics of the requested change within three business days of receipt.
- Process the agency GIS data update from the Motorola provided local data web application. • Process the agency GIS data retained in Motorola data repository that is not available in Motorola provided local data web application.
- Perform symbology and labeling updates to map services as requested by the Customer and published per the update frequency.

Customer Responsibilities

- Provide Motorola with consistent GIS data upon request at least five business days before the scheduled update.
- Use Motorola-provided local data web application to update the agency GIS data layer. • Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
- Distribute mobile map packages MMPKs to Customer devices that have a Flex map installed.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

For each update, the ArcGIS Server services that the Flex system utilizes will be refreshed with the updated data layer and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

Motorola Responsibilities

- Update and publish ESRI map service(s) to support Flex Mapping.
- If Flex Quickest Route module is part of the deployed system, Motorola will rebuild and republish Customer supplied network dataset for routing service.
- Create MMPK for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will

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be included in MMPK packages.

- Update Customer's practice database and transmit email correspondence to Customer confirming delivery of an update.
- Prior to updating Customer's live database, email Customer informing them of the time the live database will be switched to the updated services.
- Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.
- Customer Responsibilities
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service.

Motorola is not responsible for acquiring, processing, ortho-correcting or distributing the imagery or the data contained therein. It is the sole responsibility of the Customer to maintain this data and to work with the air photo vendor to make any changes or corrections. Customers may obtain ESRI guidance on map service uses and functionality on the ESRI website (Go to [http://www.esri.com/arcgisserver/arcgisserver.htm](#), search ArcGIS Server, go to current release version and reference 'What is a map service?' for service explanation and publishing guidance).

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If Customer chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by Customer*. Motorola does not provide for deployment or support assistance of map services using tile caching including imagery, customer may provide Motorola the map service URL and Motorola will add the URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and ESRI licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.

In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Motorola will update Flex SOE and Flex address locators as needed to support the Flex solution.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

QUOTE-2992360
La Vergne PD, TN - GIS Plus
Quarterly MS

The Customer will update the Esri ArcGIS Desktop software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



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

Item #: 9. First Reading - **Ordinance #2025-10** - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on February 25, 2025. A public hearing will be held on Tuesday, April 1, 2025 at 6:45 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2025-10

Summary:

This is an ordinance to amend the off-street parking requirements in the Residential Household Living section of the Parking Ratio Table.

Background Information:

Changes have been requested to the parking ratio table for residential household living. All dwellings except multi-family apartments (3 or more) or gated apartment complexes with a minimum of 50 units still require three (3) spaces per dwelling unit. Gated apartment complexes with a minimum of 50 units still require 1.75 spaces for a one bedroom unit and 1.1 spaces for each unit with 2 or more bedrooms.

The addition to this section is regarding multi-family apartments with three or more units. The new requirement for this type of development is two (2) spaces per dwelling unit.

On February 25, 2025, the Planning Commission sent a favorable recommendation to the Board of Mayor and Aldermen to approve this amendment. A public hearing has been scheduled for April 1, 2025 at 6:45 p.m.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-10

AN ORDINANCE TO AMEND ARTICLE IV, SECTION 4.010 OF THE LA VERGNE ZONING ORDINANCE REGARDING OFF-STREET PARKING REQUIREMENTS.

WHEREAS, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

WHEREAS, a public hearing thereon has been held as required by law; and,

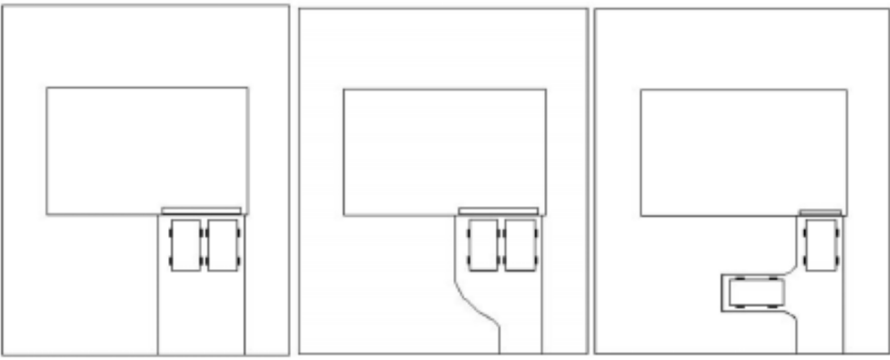
WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

NOW, THEREFORE BE IT ORDAINED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN:

That the Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

SECTION I. Amend Article IV, Section 4.010, Off-Street Parking Requirements, by adding the language as follows to the Residential Household Living Section of the Parking Ratio Table:

USE CATEGORY	SPECIFIC USE	MINIMUM SPACES REQUIRED
RESIDENTIAL Household Living		
	All Dwellings Except Multi-Family Apartments (3 or more) or Gated Apartment Complex with a Minimum of 50 Units	Three (3) spaces per dwelling unit. All residential Driveways shall be constructed to allow for simultaneous alternate ingress and egress for two (2) vehicles. See Figures 4.1 through 4.3 below. The minimum width for a residential driveway shall be 14 feet. If a garage is utilized the garage may be used to account for a maximum of one parking space.

<u>Figure 4.1</u> <u>Figure 4.2</u> <u>Figure 4.3</u>  <u>Above are some examples of simultaneous alternate ingress and egress.</u>		
	Gated Apartment Complex with a Minimum of 50 Units	a. For each dwelling unit with 1 bedroom, 1.75 spaces shall be provided with any fraction of a space rounded to the next highest number. b. For each dwelling unit with 2 or more bedrooms, 1.1 spaces shall be provided for each bedroom with any fraction of a space rounded to the next higher number.
	Multi-Family Apartments (3 or more)	Two (2) spaces per dwelling unit.

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. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect immediately upon final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 10. First Reading - **Ordinance #2025-11** - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-11

Summary:

This ordinance will amend the fiscal year 2024-2025 State Street Aid Fund budget.

Background Information:

The estimated cost for street paving in this fiscal year is estimated to be \$949,782.00. The total amount budgeted in the State Street Aid fund for paving is \$900,000. This ordinance will increase the amount needed for the 2024-2025 paving by \$50,000 to cover the estimated costs of paving Old Nashville Highway and Sand Hill Road.

Financial Summary:

The estimated additional costs for the paving is approximately \$50,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-11

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 STATE STREET AID 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 **State Street Aid Fund** by providing for:

Increased Expenditures for account number:

121-43100-268	Repair & Maintenance - Roads & Streets	\$	50,000
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Decrease Fund Balance:

121-37840	Transfer from Fund Balance	\$	50,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 11. First Reading - **Ordinance #2025-12** - An Ordinance to Amend Title 11, Chapter 6 of the La Vergne Municipal Code by Adding a New Section 11-604 Entitled "Wearing Masks or Facial Coverings."

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Ordinance #2025-12

Summary:

This is an ordinance that will amend the La Vergne Municipal Code by adding a new Section 11-604 regarding the wearing of masks or facial coverings.

Background Information:

This ordinance will add a new section to Title 11, Chapter 6 of our Municipal Code. The primary purpose of this section is to prohibit the wearing of masks and facial coverings in public unless the mask or facial covering is worn for the purposes of protecting the wearer's health or safety or for religious or celebratory purposes.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-12

AN ORDINANCE TO AMEND TITLE 11, CHAPTER 6, OF THE LA VERGNE MUNICIPAL CODE BY ADDING A NEW SECTION 11-604 ENTITLED “WEARING MASKS OR FACIAL COVERINGS.”

WHEREAS, it is against public policy for a mask or facial covering to be utilized for the purpose of concealing an individual’s identity;

WHEREAS, masks and facial coverings that are not worn for health and safety concerns or for religious or celebratory purposes are often used as a predicate to harassing, menacing, or criminal behavior; and

WHEREAS, the primary purpose of this section is to prohibit the wearing of masks and facial coverings in public unless such mask or facial covering is worn for the purposes of protecting the wearer’s health or safety or for religious or celebratory purposes.

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

SECTION I. Title 11, Chapter 6, of the La Vergne Municipal Code is hereby amended by adding a new section 11-604 entitled “Wearing Masks or Facial Coverings” that read as follows:

Sec. 11-604. - Wearing Masks or Facial Coverings.

Prohibition on wearing masks or facial coverings for the purposes of concealing an individual’s identity in public places:

1. No person or persons while wearing any mask or facial covering whereby the face or voice is disguised with the intent to conceal the identity of the wearer, shall enter, or appear upon or within any sidewalk, walkway, alley, street, road, highway, or other public right-of-way or public property or private property without the consent of the owner or tenant.
2. A law enforcement officer may require a person or persons to remove masks or facial coverings during traffic stops or when the officer has reasonable suspicion of criminal activity and/or intention to partake in criminal activity.
3. Exception: This ordinance shall not apply to facial covering sworn to protect the health or safety of the wearer, for religious or cultural purposes, or for the peaceful celebration of a holiday or similar religious or cultural event for which the wearing of masks or facial covering is customary.
4. The provisions of this section shall apply if the person wearing a mask or facial covering:
 - (a) Remains or congregates in a public place with other persons so masked or disguised;
or
 - (b) Acts with the intent, by force or threat of force, to injure, intimidate, or interfere with any person because of the person’s exercise of any right secured by federal, state, or

- local law or to intimidate such person or any other person or any class of persons from exercising any right secured by federal, state, or local law; or
- (c) Acts with the intent to intimidate, threaten, abuse, or harass another person; or is engaged in conduct that could reasonably lead to the institution of a civil or criminal proceeding against him or her, with the intent to avoid identification in such a proceeding.

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: March 27, 2025

Item #: 12. First Reading - **Ordinance #2025-13** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-13

Summary:

This is an ordinance to amend the 2024-2025 General Fund Budget for the Emergency Purchase needed to replace the Fire Alarm System in the Library.

Background Information:

In August, 2024, it was discovered that the fire alarm at the library was not being monitored by LPD Dispatch as previously set up. Turner Security was able to get the alarm online and monitored using the previously used notifier system that was installed in 2002. After the brown out/black out that occurred in La Vergne a few weeks ago, the alarm system began sending communication errors. Turner Security was called out and they determined that the old notifier system was no longer working.

Turner submitted the attached quote for a replacement system. Staff discussed the situation and determined that this should be considered an emergency purchase because neither the Police Department or Turner Security were getting notifications from the system, which could have been devastating in the case of a fire. City Administrator Bruce Richardson individually spoke to all Board members to inform them of the situation regarding the emergency purchase and told everyone that it would be on the April meeting agenda for approval.

Financial Summary:

The cost of the replacement system is \$21,936.91.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-13

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:

110-44800-160	Library - Repair & Maintenance Service	\$	22,000
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	22,000
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



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

Item #: 13. **Resolution #2025-07** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Resolution #2025-07

Summary:

This is a resolution to approve the acquisition of additional properties needed for the South Waldron Road Widening which are required to continue into the next phase of acquisitions.

Background Information:

On March 4, 2025, the Board of Mayor and Aldermen approved Resolution #2025-04 which outlines the steps to be taken to acquire the property needed for the project. Due to the size of the project and the large number of tracts, the acquisition process is being phased to allow it to proceed as quickly as possible. This resolution is for the next batch of tracts that need to be acquired.

JMT, Inc. is now ready to begin the second batch of the first phase of the acquisitions. This revision adds the second batch of the first phase of tract acquisitions and is shown in Exhibit 1.

Financial Summary:

The previous amount for Phase 1, Batch 1 showed a total compensation with improvements amount of \$1,077,010.00. The amount in Phase 1, Batch 2 adds a value of \$343,475.00, which creates a total amount for both batches at \$1,420,485.00.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-07

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR ADDITIONAL REAL PROPERTY INTERESTS NEEDED 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"); and

WHEREAS, the Board of Mayor and Aldermen approved a land acquisition policy for the initial property interests needed for this project at the March 4, 2025 meeting; and

WHEREAS, the acquisition of additional interests in real property are needed for this project and have been identified and are 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 these additional 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, JMT 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 1st day of April, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

EXHIBIT 1

Waldron Road ROW - Phase 1 -Batch 2

Tract #	Property Owners	Tax Map #	Parcel #	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
25	EDWARD L. BRIAN AND TINA D BRIAN	32	21.02	1085 Waldron Rd, La Vergne, TN 37086	\$42,200.00	\$4,220.00	\$46,420.00
34	PAUL B. GENTRY AND KIMBERLY J. GENTRY	32	23.04	1047 Waldron Rd, La Vergne, TN 37086	\$33,650.00	\$3,365.00	\$37,015.00
39	J MITCHELL BOWMAN, JR.	32A A	1.00	100 Dobson Knob Trl, La Vergne, TN 37086	\$63,800.00	\$6,380.00	\$70,180.00
42/43	RANDALL W. THOMAS AND AMANDA H. THOMAS	32	3.00/3.03	926 & 930 Waldron Rd, La Vergne, TN 37086	\$68,350.00	\$6,835.00	\$75,185.00
44/45/46	THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAVERGNE, TENNESSEE	32/32/29	3.05/3.04/41.02	Waldron Rd/Rocky Trl, La Vergne, TN 37086	\$64,850.00	\$6,485.00	\$71,335.00
131	HARDING L. FOX	32A A	37.00	101 Dobson Knob Trl, Nolensville, TN 37135	\$39,400.00	\$3,940.00	\$43,340.00
Total Phase 1 - Batch 2					\$312,250.00	\$31,225.00	\$343,475.00

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

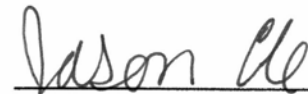
14.01- Entire Agreement

- 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

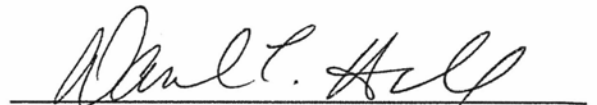
- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified 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: March 27, 2025

Item #: 14. Motion to Approve an Application for a Certificate of Compliance for an Off-Premise Consumption Retail Liquor Store - Nemisaha, LLC, DBA City Sliquors - 5410 Murfreesboro Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Certificate of Compliance - Liquor Store - City Sliquors - 2025-04-01

Summary:

This is an item to approve a Certificate of Compliance for an Off-Premise Consumption Retail Liquor Store.

Background Information:

The ownership at the City Sliquors liquor store located at 5410 Murfreesboro Road is changing and the new owner, Nemisaha, LLC DBA City Sliquors needs a certificate of compliance in order to obtain a new liquor license from the State of Tennessee Alcohol Beverage Commission. A background check was conducted on the applicant and nothing came back on the criminal history. This is an existing liquor store, so there are no concerns about distance regulations or zoning.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.



5093 Murfreesboro Road
La Vergne, TN 37086
(615) 793-6295
lavergnethn.gov

CERTIFICATE OF COMPLIANCE FOR RETAIL LIQUOR STORE

Pursuant to Tennessee Code Annotated, Title 57, Sections 57-3-208 and 57-3-213, this is to certify that:

NAME OF APPLICANT: Nemisaha, LLC, DBA City Sliquors as a Corporation
Officer – Neil Patel
ADDRESS: 4200 Winslet Drive
Smyrna, TN 37167
DATE OF INCORPORATION: 6-24-2021

has made application for a Certificate of Compliance to sell retail alcoholic beverages in the County of Rutherford, State of Tennessee, at City Sliquors, 5410 Murfreesboro Road, La Vergne, Tennessee 37086. An investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions; and
4. That the issuance of this license will not exceed the numerical limit.

This the 1st day of April, 2025.

Jason Cole, Mayor

CC: Bruce E. Richardson, City Recorder
Applicant



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

Item #: 15.A. **FYI - Beautification and Arts Advisory Committee. (Two terms expire 4/30/25.)**

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding two terms on the Beautification and Arts Advisory Committee that expire soon.

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
Ashley Bruley	March 2025	April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Laura Ward	June 2023	April 30, 2028
Dianne Zahnle	May 2022	April 30, 2026

We have two terms that will expire at the end of April. We will contact Daffany Baker and Ashley Bruley to see if they would like to stay on the committee. We will start advertising these positions on Channel 3 and Social Media. This is just an FYI. This will not be on the agenda for the meeting on Tuesday, April 1, 2025.

Financial Summary:

N/A

Staff Recommendation:

N/A