

AGENDA

Board of Mayor and Aldermen
May 6, 2025 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: March 27, 2025 Workshop, April 1, 2025 Public Hearing, April 1, 2025 Regular Meeting, April 3, 2025 Budget Workshop, April 8, 2025 Budget Workshop, April 14, 2025 Budget Workshop, and April 22, 2025 Budget Workshop.
2. Presentations:
 - A. Letters of Commendation - Police Department.
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 #2025-10** - 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 was held on April 1, 2025.)
6. Second Reading - **Ordinance #2025-11** - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.
7. Second 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."
8. Second Reading - **Ordinance #2025-13** - 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.)

9. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. Bid - Sewer Pump Station Solids Removal and Disposal.
2. Bid - Guardrail Repair and Replacement.
3. Bid - Pest Control Services.
4. HGAC Contract Purchase - Fire Department Personal Protective Equipment.
5. Sourcewell Contract Purchase - Mower for Maintenance Department.
6. GSA Contract Purchase - Copy Machine Leases for Multiple Departments.
7. Approve Purchase - New Sign Machine and Equipment for the Street Department.
8. Approve Purchase - Fabrication Services for the Fire Department Training Site.
9. Amended Emergency Purchase - Change Orders #1 and #2 for Fire System Replacement at the Library.
10. Emergency Purchase - Street Paving on Harmony Lane Due to Water Line Break.

B. Approve Facility Use Permit with the YMCA for a Youth Soccer Program.

C. Approve Annual User Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading League.

D. Approve Interlocal Cooperation and Mutual Aid Agreement for the Combined Swift Water and Urban Search and Rescue Taskforce with the City of Murfreesboro and Rutherford County.

E. Approve Amendment #1 to the Professional Services Agreement with Lambe + Associates, LLC for Programming of Future Expansion Space in the Public Works and Community Development Services Facility.

F. Approve Professional Services Agreement with Wold Architects and Engineers for the Design of Renovations for Fire Station #43.

G. Approve Engagement Agreement with Farrar, Bates, Berexa.

H. Approve Engagement Agreement with Farrar, Bates, Berexa.

I. Approve Engagement Agreement with Howell & Fischer, PLLC.

J. Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2024-2025.

NEW BUSINESS

10. First Reading - **Ordinance #2025-14** - An Ordinance of the City of La Vergne,

Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2025 through June 30, 2026.

11. **Resolution #2025-08** - A Resolution to Write Off Water Department Bad Debts.
12. **Resolution #2025-09** - A Resolution to Accept Portico Place, Section 2, Phase 2 and Resubdivision of Common Areas A & B of Section 2, Phase 1. (Received a favorable recommendation from the Planning Commission on March 25, 2025.)
13. **Resolution #2025-10** - A Resolution to Amend the Employee Handbook.
14. **Resolution #2025-11** - 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.
15. **Resolution #2025-12** - A Resolution to Write Off Uncollectible Property Tax Accounts.
16. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (Two terms expired 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 MARCH 27, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The March 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 Hobbs would lead the prayer and that he would lead the Pledge of Allegiance at the Regular Meeting on April 1, 2025.

ORDER OF BUSINESS

1. Approve Minutes: February 27, 2025 Workshop and March 4, 2025 Regular Meeting.

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

2. Presentations:

A. Certificate of Appreciation. Mayor Cole stated that Certificates of Appreciation will be given at the meeting on April 1st.

B. Certificate of Recognition – LHS Boys Basketball Team. Mayor Cole presented a certificate of recognition to the La Vergne High School basketball team for their victory in Section 4 A.

3. Public Comment Period.

No one spoke.

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 April 1, 2025. No action was taken.

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.)**

Mayor Cole explained the ordinance.

No action was taken.

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.**

Mayor Cole explained the ordinance.

No action was taken.

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

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA

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.

Vice-Mayor Noe asked if we had done business with the company that would be doing the landscaping. Public Works Director Michael Dietz stated no and explained the reasoning.

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 6:45 p.m.)**

Mayor Cole explained the ordinance. A discussion ensued.

No action was taken.

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

Mayor Cole explained the ordinance.

Mr. Dietz approached the podium about the timeline. He stated that we are trying to get them on the schedule for next month.

No action was taken.

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."**

Mayor Cole explained the ordinance. Vice-Mayor Noe asked about the item. Mayor Cole explained. A discussion ensued. City Attorney Evan Cope made comments and explained that this is for public safety.

No action was taken.

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

Mayor Cole explained the ordinance.

No action was taken.

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.**

Mayor Cole explained the resolution. Mr. Lide approached the podium and explained the reasoning for the resolution. He stated more landowners needed to be added. Alderman Hobbs made comments about the IDB and owning that property. Mr. Lide explained that the IDB is donating the land. A discussion ensued.

No action was taken.

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.

Mayor Cole explained the motion.

No action was taken.

15. Appoint or Remove Board / Committee Members:

A. FYI - Beautification and Arts Advisory Committee. Mayor explained the terms on the committee.

MAYOR / ALDERMAN COMMENTS

Alderman Haas wished everyone a happy March Madness

Vice-Mayor Noe spoke about Kentucky basketball

Mayor Cole Congratulated the LHS Boys' Basketball Team.

No one else spoke.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 5:54 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 1, 2025, AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

Call to Order

The April 1, 2025 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:45 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. **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.)**

No one spoke. The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 5:46 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 APRIL 1, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 1, 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, Alderman Kara Hobbs, Alderman Carol Haas, and Alderman Graeme Coates. Vice-Mayor Steve Noe was absent.

A prayer was led by Alderman Haas and the Pledge of Allegiance was led by Mayor Cole.

ORDER OF BUSINESS

1. Approve Minutes: February 27, 2025 Workshop and March 4, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve the minutes of the February 27, 2025 Workshop and March 4, 2025 Regular Meeting, was adopted with all voting AYE.

2. Presentations.

A. Certificate of Appreciation. Mayor Cole presented certificates to the Public Works Department. Public Works Director Mike Dietz spoke about his team.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department. Deputy Chief Brent Hatcher gave the report for the Police Department.

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

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

- D. **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

- 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.)**

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2025-07, on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

- 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.**

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

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

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

A motion was made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-09, on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE

CONSENT AGENDA

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.

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

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 6:45 p.m.)

A motion was made by Alderman Coates, seconded by Alderman Haas, to approve Ordinance #2025-10, on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

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

A motion was made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-11, on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

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."

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2025-12, on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

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

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2025-13, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

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.

A motion was made by Alderman Coates, seconded by Alderman Haas, to approve Resolution #2025-07, was adopted following a roll-call vote.

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

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.

A motion was made by Mayor Cole, seconded by Alderman Coates, to approve the application for Certificate of Compliance for an Off-Premise Consumption retail liquor store Nemisaha, LLC DBA City Sliquors, was adopted following a roll-call vote.

Alderman Hobbs	NO
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs reminded everyone about the Easter Drive-Thru.

Alderman Coates stated that the Library Driver's License Kiosk works great.

Mayor Cole reminded everyone about the Easter Drive-Thru and that many city departments will be there. He reminded everyone about the Aldi Grand Opening on Thursday. He reminded everyone about the Touch-a-Truck event at the end of the month. He also thanked Andrew for being a good sport and thanked Anne Smith for her service to the city.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:26 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 3, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 3, 2025 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:41 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Discussion – City of La Vergne 2025-2026 Fiscal Year Budget.

Finance Director Daniel Brown spoke about the General Fund Budget. She explained the General Fund increases and spoke about the operating expenses. She explained the summary of revenue and the remaining surplus. A discussion ensued.

City Administrator Bruce Richardson stated the changes are mostly wages.

Ms. Brown spoke about the non-profit requests. A discussion ensued.

Mr. Richardson spoke about the City Hall renovation.

Engineering Director Gary Lide approached the podium to field questions. Mayor Cole asked what the estimate was to move City Hall to the new Public Works building. Mr. Lide stated a rough estimate would be under a million dollars.

Vice-Mayor Noe asked what Police Departments would move. Deputy Chief Hatcher explained. A discussion ensued. Vice-Mayor Noe asked about the Waldron Road project and the existing bond. Mr. Richardson explained. A discussion ensued.

Alderman Coates asked about the 50% renovation rule. Mr. Lide explained. A discussion ensued.

Alderman Haas asked about the Police Department and parking needs. Deputy Chief Hatcher spoke about their parking needs and the potential number of vehicles that would fit.

Mayor Cole made comments about the potential of moving forward with the Police building and the tax increases that would have to happen. Mr. Richardson stated the property tax increase would need to go up approximately \$0.29 cents per one hundred dollars of assessed value in order to issue a bond issue for both road projects and the new Police Station.

Mr. Richardson explained the capital list for the General Fund. A discussion ensued.

Mr. Richardson spoke about the general fund, water, streets, and parks projects.

Mr. Lide approached the podium to field questions from the Board.

A discussion ensued.

Ms. Brown spoke about the nonprofit organizations. A discussion ensued.

No action was taken.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:28 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 8, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 8, 2025 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:46 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Discussion – City of La Vergne 2025-2026 Fiscal Year Budget.

Finance Director Daniel Brown spoke about the Water and Sewer Fund Budget. She explained the fund increases and expenses. She explained the summary of revenue and the remaining surplus. A discussion ensued.

Assistant City Administrator Kyle Brown explained the water system supply study. He made comments about the Army Corp of Engineers providing us with additional water or looking for other resources.

City Administrator Bruce Richardson spoke about the water rate increase. A discussion ensued.

Mr. Brown explained the water and sewer projects and the needed timelines to complete them. He made comments about needing a bond to pay for the projects. Alderman Hobbs asked about the Waldron Road Sewer Assessment Zone. Mr. Brown explained that the developers installed part of the line. A discussion ensued. Mayor Cole asked about Clayton Estates. Mr. Brown explained the sewer assessment and the overages. Public Works Director Michael Dietz made comments about the overages and infiltration.

Mr. Brown stated the need for the Sewer Master Plan. A discussion ensued. He spoke about the 24-inch water line and the settlement. Mayor Cole asked about the water tank and painting it. Mr. Brown stated he would look into that.

Inframark Water Plant Manager Danny Campbell explained the PFAS chemicals and

regulating that in our raw water. He made comments about the testing required by the EPA. He explained the requirements and costs associated with the regulations. A discussion ensued.

Mr. Brown explained the remaining sewer and water projects. He stated there is around \$25,000,000 needed in the next one to two years. A discussion ensued about the water supply. Mr. Brown spoke about the water treatment plan needs. Mayor Cole asked about Arc Flash study. Mr. Campbell stated they are waiting on quote from Weifield.

Mr. Richardson explained the carry-over items from the capital projects from the General Fund. A discussion ensued. Mayor Cole asked about the camera truck. Mr. Dietz approached the podium and explained.

No action was taken.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:36 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 14, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 14, 2025 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Noe, Alderman Carol Haas, and Alderman Graeme Coates. Alderman Hobbs was absent.

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Discussion – City of La Vergne 2025-2026 Fiscal Year Budget.

Mayor Cole invited the non-profits to speak. DVSA Center approached the podium to speak with the Board. Vice-Mayor Noe asked about their needs. A discussion ensued. Mayor Cole asked about the amount requested. Ms. Downing explained.

A representative of Special Kids approached the podium and explained their request. Alderman Haas asked how many children they help. The representative explained that the data is based on the county, not the city.

A representative of Carpe Artista approached the podium and explained their request. Alderman Coates asked how many students they help each year. The representative stated around 300-400 students each year.

Mr. Robert Crutcher from Club Knock Out approached the podium and explained their request. A student of Club Knock Out spoke about the benefits of the program. A discussion ensued. Officer Chris Patte approached the podium and spoke about Club Knock Out. Alderman Haas spoke about the program and the good work they are doing in the community. Mr. Crutcher stated the request is for \$25,000. He stated the \$38,000 is their expenses. Vice-Mayor Noe asked about their fundraising. Mr. Crutcher explained.

Mayor Cole recessed the meeting at 6:14 p.m.

Mayor Cole called the meeting back to order at 6:41 p.m.

Finance Director Daniel Brown spoke about the different funds. She explained the fund increases and expenses. She explained the summary of revenue and the remaining surplus.

A discussion ensued.

Parks and Recreation Director David McGowan approached the podium and explained the increase in the Fifty Forward line item. A discussion ensued.

Ms. Brown explained the rest of the fund budgets. Alderman Coates asked about our interest rate for our accounts. City Administrator Bruce Richardson explained the last time we bid out our banking services.

Mayor Cole asked Mr. Lide about the Stormwater Budget. Mr. Lide stated the professional services line item should have a savings this coming year. Mr. Brown made comments about the budget.

Vice-Mayor Noe asked about shopping around for the best bank. Mr. Richardson stated it would be difficult to change banks but that the city could look into it. Mayor Cole asked if we could set up a meeting with Truist to discuss our current interest rate.

Mr. Brown made comments about the need to increase the Stormwater rate.

Ms. Brown explained the remaining fund budgets.

Vice-Mayor Noe asked which was a priority. Mr. McGowan approached the podium and spoke about the park's capital projects. A discussion about Brookside Park and the Greenway expansion ensued. Mr. Lide approached the podium and explained. Mr. Brown explained the project and construction costs. A discussion ensued. Vice-Mayor Noe asked about any grants available. Mr. McGowan spoke about the Brookside Park grant process. A discussion ensued.

Ms. Brown explained the police and fire impact funds

Mr. Richardson explained the fee schedule and potential changes.

No action was taken.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:28 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 22, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 22, 2025 budget workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:39 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Discussion – City of La Vergne 2025-2026 Fiscal Year Budget.

Finance Director Danielle Brown spoke about the 2025-2026 fiscal year budget. She spoke about the non-profit list. Mayor Cole spoke about the non-profits. Vice-Mayor Noe made comments about the non-profit requests. Alderman Hobbs asked about the IDB request.

Economic Developer Director Tom Broeker approached the podium and spoke about the IDB request. Alderman Hobbs asked about the Club Knock Out request. Mayor Cole explained.

Ms. Brown spoke about funds 121-322. A discussion ensued. Vice-Mayor Noe asked about the Fifty Forward line item. Parks and Recreation Director David McGowan spoke about their additional increases.

Ms. Brown spoke about the water and sewer fund. Public Works Director Michael Dietz approached the podium and explained the meters and replacing the old ones.

Vice-Mayor Noe asked City Administrator Bruce Richardson about the revenues and expenditures. A discussion ensued. Mr. Broeker approached the podium and spoke about the Special Census. A discussion ensued.

Alderman Hobbs asked about a potential tax increase. A discussion between the Board ensued. Alderman Hobbs asked Assistant City Administrator Kyle Brown what he thought about a tax increase. He stated that if the Board decides to do a small increase, the funds should be allocated to a specific item.

Mr. Richardson explained the general fund budget and potential changes. Mayor Cole asked about the City Hall and Police Department remodel and expansion timeline. Mr. Brown explained it could take 15-18 months from now. A discussion ensued.

Fire Chief Beasley spoke about the Fire Department's building needs.

Mayor Cole called a recess at 6:39 pm.

Mayor Cole called the workshop back to order at 6:48 pm.

Mr. Richardson continued explaining the general fund and capital list.

Mr. Dietz approached the podium and spoke about the restructuring of the Stormwater Department. Mr. Brown stated some Stormwater staff would still be under Engineering.

Mr. McGowan approached the podium and spoke about the potential soccer fields. A discussion about the Brookside Park ensued.

Mr. Richardson continued explaining the remaining funds, capital item requests, and the fee schedule.

Codes Director Joe White approached the podium and spoke about the food truck permits. A discussion ensued. Planning Director Bo Logan approached the podium and spoke about food trucks, comparing them to other restaurants and the planning aspect.

A discussion ensued.

Mr. Richardson spoke about the bonds needed for upcoming projects. Alderman Coates asked about the fee schedule.

No action was taken.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:49 p.m.

Mayor

City Recorder

Approved: _____

COMPARATIVE CRIME AND ACTIVITY ANALYSIS

DATE RANGE: APRIL 1 – APRIL 30, 2025



PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT

CRIME:

PREVIOUS MONTH VS CURRENT MONTH

Crime Type	March 2025	April 2025	Change from Last Month
Residential/Business Burglary	5	6	+20.0%
Vehicle Burglary	4	12	+200.0%
Motor Vehicle Theft	5	7	+40.0%
Robbery	2	1	-50.0%
Assaults (Incl. Domestic)	32	27	-15.6%
Domestic Verbal	26	31	+19.2%
Theft	22	12	-45.5%
Shoplifting	4	9	+125.0%
Overdoses	1	8	+700.0%
Homicides	0	0	+0.0%

CRIME:

APRIL 2024 VS 2025

Crime Type	April 2024	April 2025	Change from 2024
Residential/Business Burglary	7	6	-14.3%
Vehicle Burglary	7	12	+71.4%
Motor Vehicle Theft	5	7	+40.0%
Robbery	0	1	+100.0%
Assaults (Including Domestic)	32	27	-15.6%
Domestic Verbal	20	31	+55.0%
Theft	26	12	-53.8%
Shoplifting	18	9	-50.0%
Overdoses	5	8	+60.0%
Homicide	0	0	+0.0%

CRIME:

YEARLY TOTALS 2024 VS 2025

Crime Type	YTD 2024	YTD 2025	Change from YTD 2024
Residential/Business Burglary	24	21	-12.5%
Vehicle Burglary	35	44	+25.7%
Motor Vehicle Theft	25	41	+64.0%
Robbery	3	4	+33.3%
Assault (Including Domestic)	121	109	-9.9%
Domestic Verbal	102	87	-14.7%
Theft	82	62	-24.4%
Shoplifting	202	23	-88.6%
Overdoses	16	16	+0.0%
Homicide	0	0	+0.0%

PROACTIVITY:

PREVIOUS MONTH VS CURRENT MONTH

Area of Comparison	March 2025	April 2025	Change from Previous Month
Calls for Service	3,242	2,845	-12.2%
Arrests	212	208	-1.9%
DUI Arrests	23	25	+8.7%
Drug Related Arrests	22	28	+27.3%
Citations/Warnings	276	194	-29.7%
Recovered Stolen Vehicles	7	5	-28.6%

PROACTIVITY:

APRIL 2024 VS APRIL 2025

Area of Comparison	April 2024	April 2025	Change from 2024
Calls for Service	2,575	2,845	+10.5%
Arrests	168	208	+23.8%
DUI Arrests	18	25	+38.9%
Drug Related Arrests	26	28	+7.7%
Citations/Warnings	283	194	-31.4%
Recovered Stolen Vehicles	2	5	+150.0%

PROACTIVITY:

YEARLY TOTALS 2024 VS 2025

Area of Comparison	YTD 2024	YTD 2025	Change from YTD 2024
Calls for Service	10,341	11,819	+14.3%
Arrests	864	811	-6.1%
DUI Arrests	68	93	+36.8%
Drug Related Arrests	109	106	-2.8%
Citations/Warnings	1,113	1,013	-9.0%
Recovered Stolen Vehicles	16	24	+50.0%

TRAFFIC:

PREVIOUS MONTH VS CURRENT MONTH

Area of Comparison	March 2025	April 2025	Change from Previous Month
Crashes	85	68	-20.0%
Injury Crashes	9	13	+44.4%
Traffic Stops	615	647	+5.2%
Speeding Citations	72	55	-23.6%
Speeding Warnings	11	8	-27.3%

TRAFFIC:

APRIL 2024 VS APRIL 2025

Area of Comparison	April 2024	April 2025	Change from 2024
Crashes	76	68	-10.5%
Injury Crashes	9	13	+44.4%
Traffic Stops	573	647	+12.9%
Speeding Citations	53	55	+3.8%
Speeding Warnings	32	8	-75.0%

TRAFFIC:

YEARLY TOTALS 2024 VS 2025

Area of Comparison	2024 YTD	2025 YTD	Change from YTD 2024
Crashes	325	316	-2.8%
Injury Crashes	49	49	+0.0%
Traffic Stops	2,153	2,631	+22.2%
Speeding Citations	224	251	+12.1%
Speeding Warnings	113	41	-63.7%

City of La Vergne FIRE DEPARTMENT

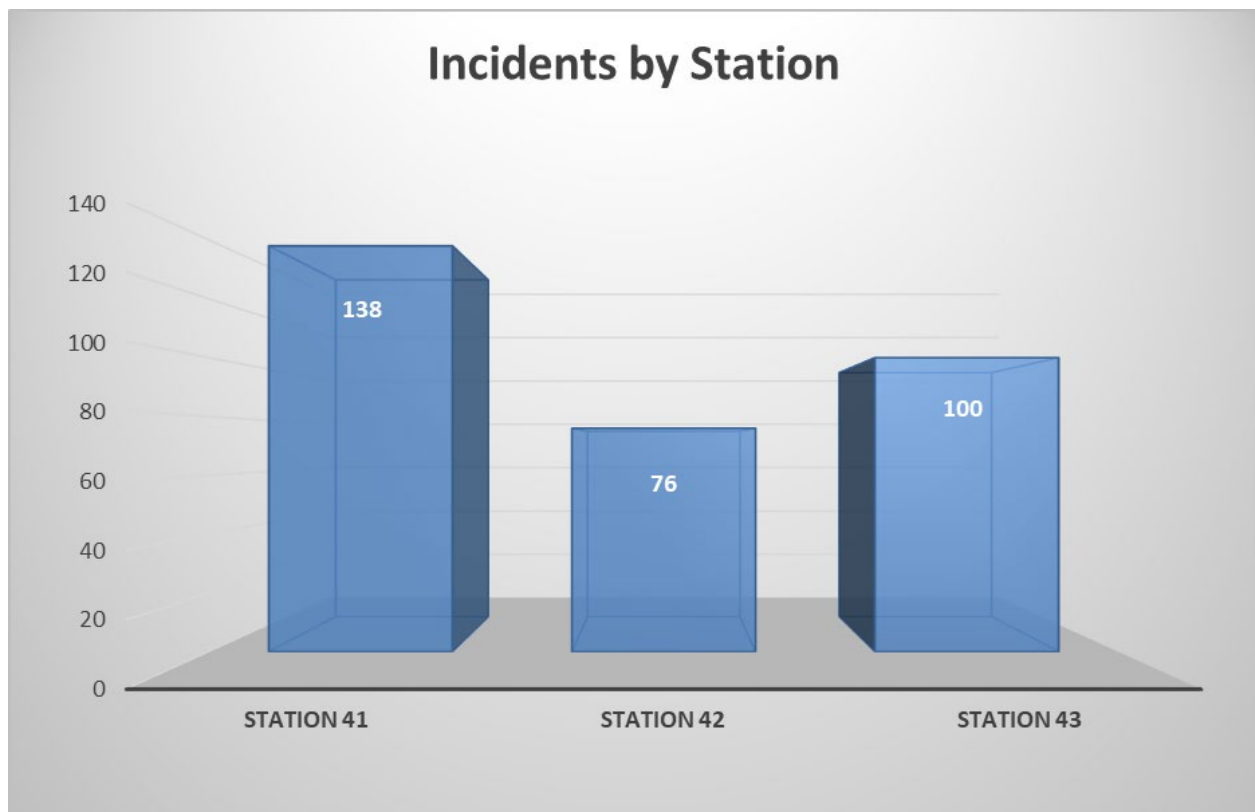
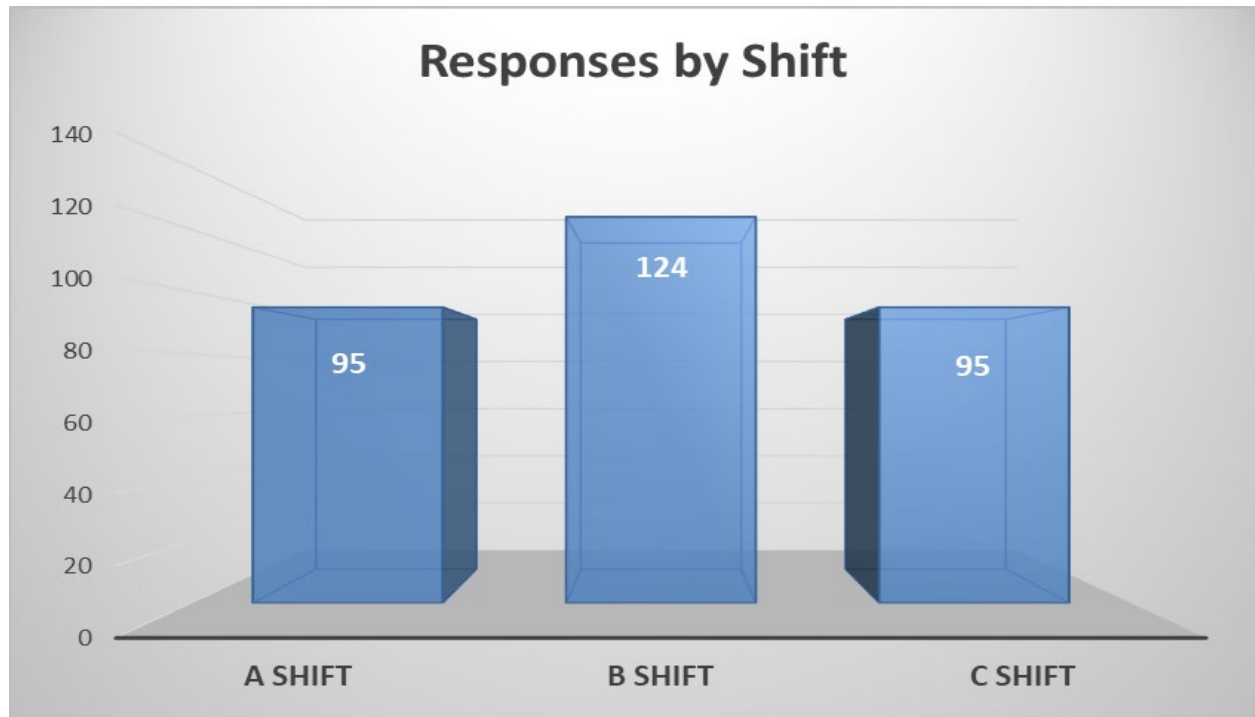
2025													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2025
Structure Fire	2	3	1	3									9
Fire Alarm	31	29	25	29									114
Vehicle Fire	2	2	6	4									14
Grass Fire	3	5	9	2									19
Haz-Mat	2	3	10	2									17
MVA's	26	30	28	24									108
Medical	235	203	274	230									942
Cancelled	7	3	5	4									19
Miscellaneous	24	8	20	16									68
Inspections	106	83	71	70									330
IROL Reports	22	13	17	13									65
Courtesy Insp.	12	8	145	22									187
Total	332	286	378	314									1310

2024													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2024
Structure Fire	2	4	3	3	2	3	4	3	2	1	1	1	29
Fire Alarm	38	33	30	18	25	26	38	30	25	40	36	34	373
Vehicle Fire	1	1	3	4	4	3	6	7	3	1	3	2	38
Grass Fire	3	2	4	10	2	2	4	4	3	11	1	4	50
Haz-Mat	5	4	6	6	4	6	1	7	4	2	1	3	49
MVA's	35	29	34	27	25	31	38	24	28	37	29	27	364
Medical	228	187	221	218	244	214	210	223	235	232	218	221	2651
Cancelled	3	1	4	4	1	3	2	1	3	4	3	5	34
Miscellaneous	20	5	19	17	6	12	5	6	7	14	10	13	134
Inspections	72	58	83	8	64	91	47	84	64	105	122	109	907
IROL Reports	18	22	29	34	36	42	18	21	25	39	28	34	346
Courtesy Insp.			102	47	108	43	144	24	14	37	8	23	550
Total	335	266	324	307	313	300	308	305	310	342	302	310	3722

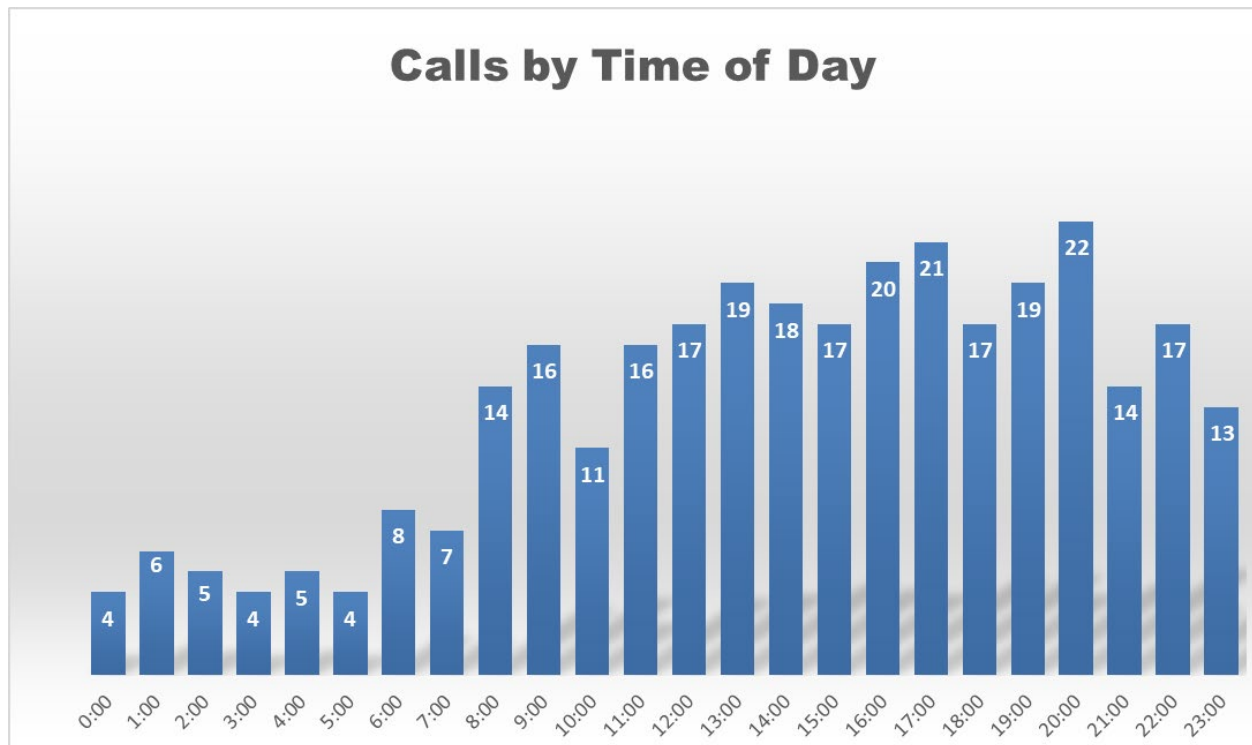
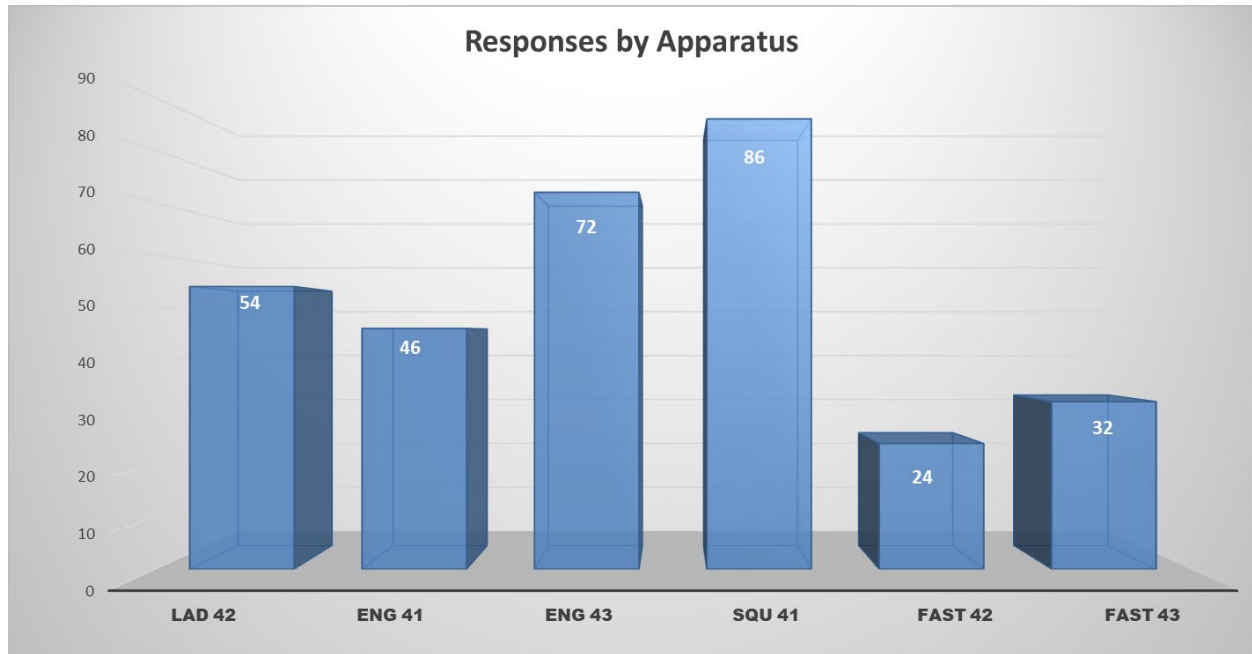
Response Times													
January	February	March	April	May	June	July	August	September	October	November	December	Average	
3:56	3:47	3:58	3:41									3:50	

Water Consumption in Gallons													
January	February	March	April	May	June	July	August	September	October	November	December	Total Gallons	
12,500	79,400	140,000	68,000									299,900	

City of La Vergne FIRE DEPARTMENT



City of La Vergne FIRE DEPARTMENT



La Vergne Parks & Recreation Dept

April 2025 Monthly Report

<u>PROGRAM</u>	<u>FREQUENCY</u>	<u>ATTENDANCE</u>	<u>REVENUE</u>
Multi-Purpose Bldg	15	1,120	\$1,830.00
Pavilions	6	300	\$225.00
Block Party Vendor			\$480.00
Howl at the Moon Reg			\$120.00
Dog Park Donation			\$1,000.00
<u>Total Help Desk Ticket</u>	85		
<u>Man Hours</u>	749.5		
Visitors in the Park		N/A	
TOTAL		1,420	\$3,655.00

Past Events:

April 12, 2025 - Easter Drive-Thru

April 26, 2025 - Block Party-Touch a Truck

Upcoming Events-

June 2, 2025 - The Big Wave

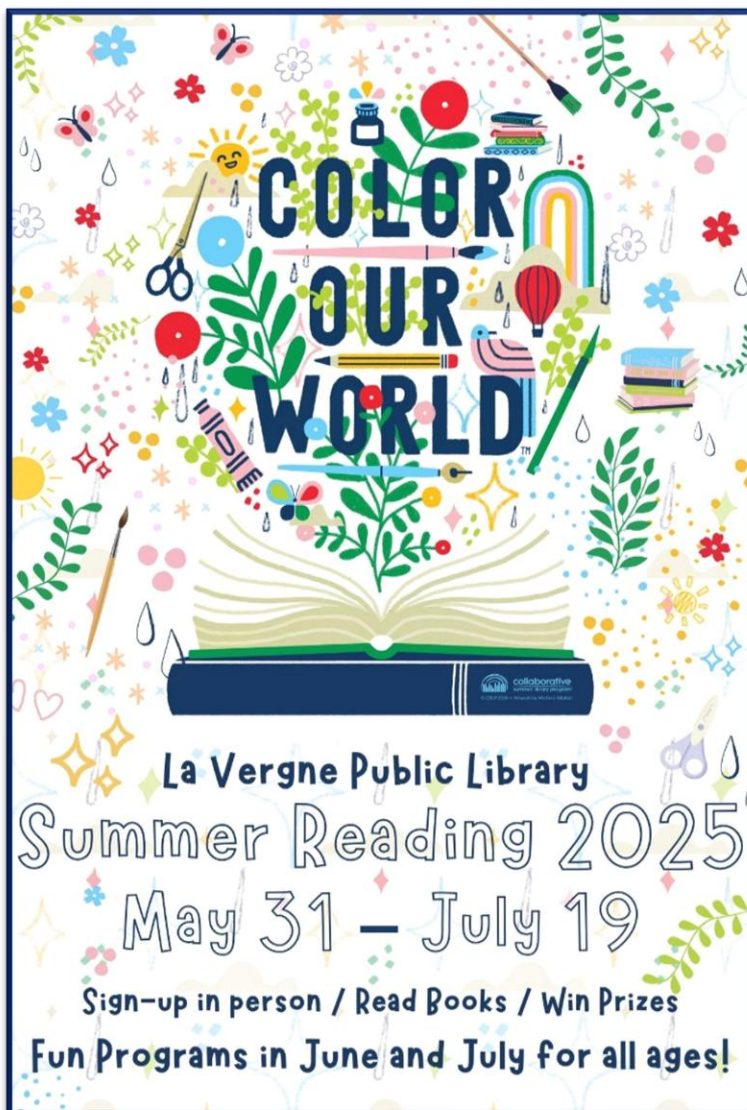
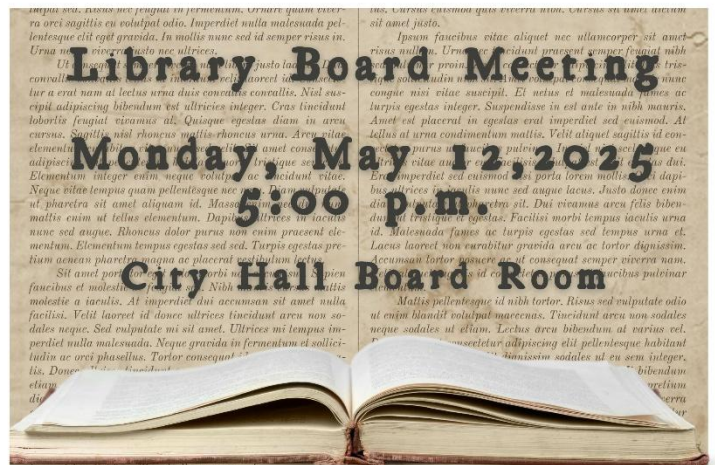
Upcoming Meetings:

May 19, 2025 - Parks and Recreation Advisory Committee Meeting - 5:00 pm

May 19, 2025 - Beautification and Arts Advisory Committee Meeting - 6:00 pm

LA VERGNE PUBLIC LIBRARY ~ APRIL 2025

ATTENDANCE	2,025
CIRCULATION	2,952
EAUDIOS	192
EBOOKS	66
NEW PATRON CARDS	73
COMPUTER USAGE	1,372
PROGRAMS	14
PROGRAM ATTENDANCE	433



La Vergne Public Library – May 2025 Events

May 6	Dungeons and Dragons Ages 12-17 Storytime Room 5:00 – 6:30 pm A fantasy filled adventure for teens! Please sign up in advance at the circ desk	May 19	Carols Crafty Canvas Ages 18 & over – Free Adult Craft Time! Meeting Room – 5:00 pm Create "Mixed Media Tags!" Please sign up in advance at the circ desk
May 10	Hobo Road Performance Join us for Live Music in the Library! Storytime Room for 1pm – 2pm Fun for All Ages!	May 20	Dungeons and Dragons Ages 12-17 Storytime Room – 5:00 – 6:30 pm A fantasy filled adventure for teens! Please sign up in advance at the circ desk
May 12	Lego Fun Ages 5-12 – Storytime Room 5:00 pm Build some fun lego creations at the library! Lego bricks will be provided! (Please do not bring your own legos)	May 24-26	Library Closed
May 12	Strings 'N Things Ages 18 & over – Free Adult Craft Time! Meeting Room – 5:00 pm Create a "Clothes Pin Magnetic Note Holder!" Please sign up in advance at the circ desk	May 31	Summer Reading Kickoff Bring the whole family to kickoff summer reading! 10am-1pm Fun outdoor activities, weather permitting

For detailed information visit our facebook page!



Children's Library Events May 2025

Date	Event	Time and Place
April 30 th	All Together Now A family storytime for all ages	10am in the Storytime Room
May 1 st	Books and Babies	10am in the Storytime Room
May 7 th	All Together Now A family storytime for all ages	10am in the Storytime Room
May 8 th	Books and Babies	10am in the Storytime Room

Our last storytime of the season will be
May 8th in preparation for Summer Reading!!!

**CITY OF LA VERGNE
FINANCIAL SUMMARY
MARCH 31, 2025**

**9 MONTHS
OF FISCAL YEAR**

	<u>GENERAL FUND</u>		
	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Revenues	\$ 28,979,056	\$ 37,555,870	\$ 50,074,493
Expenditures	28,988,646	37,555,870	50,074,493
NET INCOME	\$ (9,589)	\$ -	\$ -

57.9% of Budget Collected
57.9% of Budget Spent

	<u>LOCAL SALES TAX</u>		
FY 2024-2025	\$ 12,815,641	\$ 12,375,000	\$ 16,500,000
Same Period Last Year	\$ 12,569,423		

77.7% of Budget Collected

	<u>PROPERTY TAXES</u>		
FY 2024-2025	\$ 9,045,781	\$ 6,750,000	9,000,000
Same Period Last Year	\$ 8,896,369		

100.5% of Budget Collected

	<u>STATE STREET AID FUND</u>		
Revenues	\$ 1,055,770	\$ 975,010	\$ 1,300,013
Expenditures	314,874	975,010	1,300,013
NET INCOME	\$ 740,896	\$ -	\$ -

81.2% of Budget Collected
24.2% of Budget Spent

STATE STREET AID:			
Street Lighting, Road Maint	\$ 240,561	\$ 150,000	\$ 200,000
Capital Expenditures	74,313	55,735	74,313
TOTALS	\$ 314,874	\$ 205,735	\$ 274,313

120.3% of Budget Spent
100.0% of Budget Spent
114.8% of Budget Spent

	<u>STORMWATER FUND</u>		
Revenues	\$ 1,102,496	\$ 2,470,863	\$ 3,294,484
Expenditures	2,060,058	2,470,863	3,294,484
NET INCOME	\$ (957,561)	\$ -	\$ -

33.5% of Budget Collected
62.5% of Budget Spent

STORMWATER FUND			
Operating Expenses	\$ 1,059,789	\$ 1,233,363	\$ 1,644,484
Capital Outlay	1,000,269	1,237,500	1,650,000
TOTALS	\$ 2,060,058	\$ 2,470,863	\$ 3,294,484

64.4% of Budget Collected
60.6% of Budget Spent
62.5% of Budget Spent

	<u>WATER AND SEWER FUND</u>		
Revenues	\$ 14,219,428	\$ 12,116,166	\$ 16,154,888
Expenditures	11,851,402	12,483,666	16,644,888
OPERATING INCOME	\$ 2,368,026	\$ (367,500)	\$ (490,000)

88.0% of Budget Collected
71.2% of Budget Spent

Water Tap Fees Revenue	\$ 121,919	\$ 120,000	\$ 160,000
Sewer Tap Fees Revenue	367,545	247,500	330,000
Total Tap Fees Revenue	\$ 489,464	\$ 367,500	\$ 490,000
NET INCOME	\$ 2,857,489	\$ -	\$ -

76.2% of Budget Collected
111.4% of Budget Collected
99.9%

**CITY OF LA VERGNE
FINANCIAL SUMMARY
MARCH 31, 2025**

CASH IN BANKS AND INVESTED

110	GENERAL FUND		\$	34,223,292
110	GENERAL FUND BOND PROCEEDS		\$	6,163,806
121	STATE STREET AID FUND		\$	2,239,009
122	SENIOR CITIZENS FUND		\$	240,946
123	SPECIAL REVENUE FUND (DRUG FUND)		\$	458,473
126	EQUITABLE SHARING FUND		\$	809,171
127	STORM WATER MANAGEMENT		\$	2,130,525
311	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)		\$	1,109,076
	ROAD IMPACT FEES:		\$	2,568,182
	RECEIVED 7-1-98 THRU	06/30/24	14,469,955	
	RECEIVED 7-1-24 THRU	06/30/25	931,235	
	TOTAL IMPACT FEES REC'D		15,401,190	
	OTHER RECEIPTS/TRANSFERS		925,989	
	TOTAL RECEIVED		16,327,179	
	LESS: EXPENDED		13,758,997	
	BALANCE		2,568,182	
313	CAPITAL PROJECT FUND (PARKS & RECREATION)		\$	371,385
	PARK IMPACT FEES:		\$	955,208
	RECEIVED 7-1-98 THRU	6/30/2024	2,735,242	
	RECEIVED 7-1-24 THRU	6/30/2025	172,616	
	TOTAL IMPACT FEES REC'D		2,907,858	
	OTHER RECEIPTS/TRANSFERS		1,369,860	
	TOTAL RECEIVED		4,277,718	
	LESS: EXPENDED		3,322,510	
	BALANCE		955,208	
321	POLICE IMPACT FUND		\$	713,992
	POLICE IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2024	1,447,746	
	RECEIVED 7-1-24 THRU	6/30/2025	83,707	
	TOTAL IMPACT FEES REC'D		1,531,453	
	OTHER RECEIPTS/TRANSFERS		59,395	
	TOTAL RECEIVED		1,590,848	
	LESS: EXPENDED		876,857	
	BALANCE		713,992	
322	FIRE IMPACT FUND		\$	181,818
	FIRE IMPACT FEES:			
	RECEIVED 7-1-98 THRU	6/30/2024	305,187	
	RECEIVED 7-1-24 THRU	6/30/2025	31,383	
	TOTAL IMPACT FEES REC'D		336,571	
	OTHER RECEIPTS/TRANSFERS		-	
	TOTAL RECEIVED		336,571	
	LESS: EXPENDED		154,752	
	BALANCE		181,818	
413	WATER & SEWER FUND		\$	12,227,911
413	WATER & SEWER FUND ARPA		\$	1,116,153
413	WATER & SEWER CONSTRUCTION FUND		\$	-
511	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)		\$	1,552,413
	Total		\$	67,061,361

**CITY OF LA VERGNE
FINANCIAL SUMMARY
MARCH 31, 2025
GENERAL FUND**

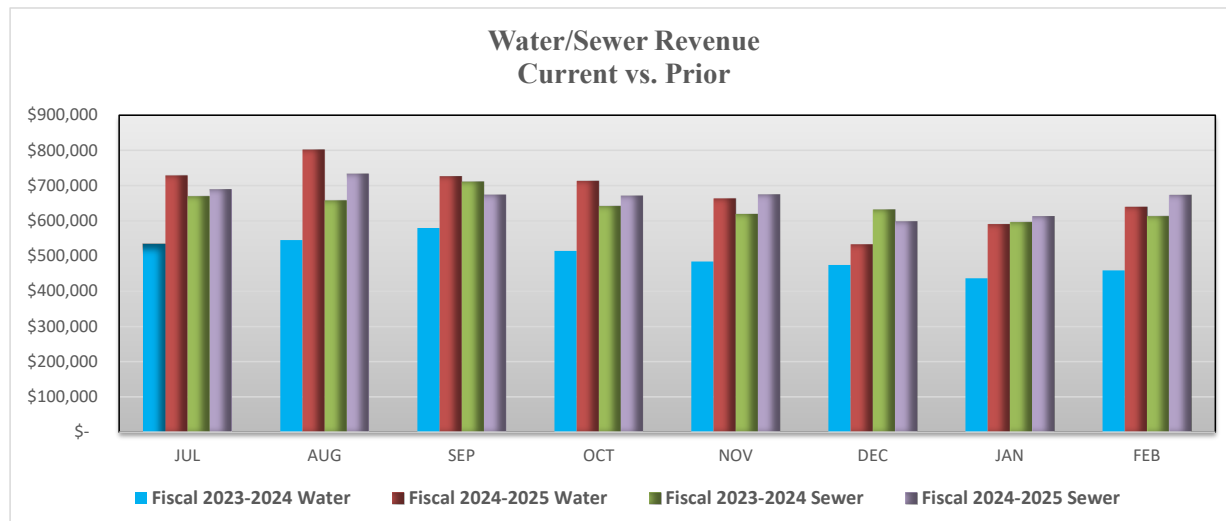
	<u>Fiscal 23-24</u>	<u>Fiscal 24-25</u>	<u>Increase Decrease (-)</u>	<u>% of Total Actual Fiscal 23-24</u>	<u>% of Total Budget Fiscal 24-25</u>
Gross Revenues	\$ 28,978,017	\$ 28,979,056	\$ 1,039	58.5%	57.9%
Gross Expenses	30,895,489	28,988,646	-\$1,906,843	75.9%	57.9%
NET INCOME	\$ (1,917,472)	\$ (9,589)	\$ 1,907,882		

WATER/SEWER FUND

	<u>Fiscal 23-24</u>	<u>Fiscal 24-25</u>	<u>Increase Decrease (-)</u>	<u>% of Total Budget Fiscal 23-24</u>	<u>% of Total Budget Fiscal 24-25</u>
Gross Revenue	\$ 10,994,999	\$ 14,219,428	\$ 3,224,428	42.7%	88.0%
Gross Expenses	10,461,591	11,851,402	1,389,811	66.2%	71.2%
OPERATING INCOME	533,408	2,368,026	\$1,834,617		
W/S Tap Fees Revenue	\$ 628,617	\$ 489,464	\$ (139,153)	43.9%	99.9%
NET INCOME	1,162,025	2,857,489	1,695,464		

WATER/SEWER REVENUE COMPARISON

	413-37110		413-37210		Cumulative	
	Fiscal 2023-2024	Fiscal 2024-2025	Fiscal 2023-2024	Fiscal 2024-2025	Year To Date	Percent
Month	Water	Water	Sewer	Sewer	Increase Decrease	Increase Decrease
JUL	\$ 533,381	\$ 728,692	\$ 670,130	\$ 689,425	\$ 214,605	17.83%
AUG	545,614	802,298	657,873	733,769	547,185	22.73%
SEP	579,556	726,916	711,695	674,105	656,954	17.76%
OCT	514,845	713,637	641,973	671,220	884,993	18.23%
NOV	484,213	663,881	619,950	674,661	1,119,372	18.78%
DEC	475,010	533,638	632,177	598,703	1,144,527	16.20%
JAN	437,053	590,702	596,738	613,298	1,314,735	16.23%
FEB	459,130	640,044	613,439	673,711	1,555,922	16.96%
MAR	461,957	585,330	627,806	616,461	1,667,950	16.25%
APR	453,001		608,158		606,791	0.00%
MAY	467,440		617,491		(478,140)	0.00%
JUN	606,106		647,436		(1,731,681)	0.00%
TOTAL YTD	\$ 6,017,304	\$ 5,985,136	\$ 7,644,865	\$ 5,945,353	\$ 11,930,488	



City of La Vergne, TN

April Monthly Report

May 6th, 2025



700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

May 5th, 2025

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

Dear Mr. Richardson:

Inframark is pleased to submit the April 2025 Operating Service Monthly Report. This report contains a comprehensive description of our Operation and Maintenance Services for the month.

Thank you for the opportunity to provide Operations and Maintenance Service to the City of La Vergne. To ensure we are providing material that is of value to you, please provide any questions or comments to me regarding this report.

Sincerely,

Daniel Campbell

Daniel Campbell
Project Manager
Inframark

Executive Summary

During the month of April 2025, the La Vergne water treatment plant treated an estimated 125.967 million gallons of J. Percy Priest Lake water and delivered an estimated 106.519 million gallons. That equates to an average of 4.199 million gallons per day treated and 3.551 million gallons per day delivered to the community.

Weifield Group was on site in April to install the variable frequency drive (VFD) for high service pump #4. High service pump #4 is online and in service.

New coagulant pumps were delivered and Bar Environmental was on site to install the pumps in April. This work had to be rescheduled to May because Bar Environmental needed additional installation equipment to complete the job that did not come with the original delivery. The digging of the trench for the new injection point is almost complete and will be by the time the new pumps are installed.

A barrel crusher that was put into service in April. Thank you to Bruce Richardson for approving the purchase of this equipment, as it has allowed us to maintain the cleanliness of the outside of the plant by being able to dispose of the empty, neutralized KMnO4 drums.

On April 16th, City personnel and Inframark staff sat down to work together on reviewing the cross-connection control program and updates that need to be made to this document. It was a very positive meeting that allowed everyone involved to share their input on how to make this document a positive resource for the City.

Inframark lost two operators, another submitted their resignation, and two operators were hired in the month of April. Inframark is interviewing to fill the one open operator position.

On the Radar

Working with MR Systems, the City of La Vergne, and Griggs & Maloney on the SCADA upgrade Project
Installation of new coagulant pumps

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that have been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the “Monthly Operating Report” (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for April 2025 is being compiled and will be submitted to TDEC no later than May 10th, 2025.
- Total Organic Carbon (TOC) percent removal for April 2025 was 57.72%; the requirement is 15%. That is 3.85 times more removal than required by state and federal regulations.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per our state approved sampling site plan. In April, we collected 40 samples. Of the 40 compliance samples, we had 0 total coliform positive samples. The system remains in compliance.

Plant Operations:

- The plant is currently treating 3.8 – 4.6 MGD through the plant
- A new TU5200 benchtop turbidimeter was delivered and is on site as a backup device
- Quarterly PFAS sample taken and delivered to Pace
- Continued work on CCR by reaching out to have water bill statement updated and hard copies of CCR printed for hand deliveries
- Carbon dose was increased to see if it would assist with higher removal of PFAS; it did help with increased TOC removal, as expected
- Process chemicals adjusted to optimize efficiency of treatment process
- Process and chemical pumps were rotated
- Continued to have SCADA challenges, with being kicked out, requiring logging back in, loss of data

Flushing:

Inframark’s annual flushing program will begin in June and be completed when all hydrants are flushed, usually by the end of October.

Cross Connection Program:

- The following table shows what was completed in April:

Monthly Cross Connection Report 4/1/25 to 4/30/25			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	76	70	69
Re-survey’s	25	25	25

Maintenance & Repair

- The VFD for high service pump #4 was installed as part of the SCADA upgrade project
- Troubleshooting of KMnO4 transfer pump; SCADA control was in Hand and not Auto
- Repaired auto drain valve on compressor in Plant #2
- The annual boiler inspection took place in April
- Shimadzu was on site to correct error with TOC analyzer; water getting into air line; ordered and installed check valve
- KMnO4 stent ruptured; installed new stent and pump is in service
- Raw water intake pump faulted during power bump; VFD had to be reset
- Replaced stent on feed pump to Filter #3 turbidimeter
- Completed electrical work for new barrel crusher; now in use
- Repaired phone line going to front gate
- Worked on digging trench for new coagulant pumps
- Bar Environmental on site in April to install new coagulant pumps; did not have all parts needed, will return in May
- Calibrate dry chemical feeders
- Cleaning of the plant

Customer Service

In April, we had three (3) customer complaints; one for low pressure, one for high pressure, and one water sample test request. For the low water pressure complaint, our inspector went on site and tested the pressure. It read 23 psi at their building. The inspector tested the next-door building, and it read 60 psi. The customer was advised to contact a plumber to have their pressure regulating valve (PRV) inspected because it was most likely failing closed. For the high-pressure complaint, the customer's pressure was tested and it read 130 psi. The customer was advised to contact a plumber to assist with adjusting and/or troubleshooting their PRV because it may be failing open. For the third complaint, the customer requested their water be tested because they had a food truck on site and needed to provide the information for an inspection.

For all complaints, water plant staff either arrived on site or communicated with the customer, assessed the situation, and a follow-up call was given (if needed) to each customer to see if the issue had been resolved. No further issues remain.

Financial Update

Caps	Month	Month Total	Monthly Budget	Remaining Balance
Maintenance Cap**	April	\$7,490.81	\$13,031.15	\$120,391.12

**The maintenance cap number for April is an estimate based upon forecasting. This number will be updated after month close.

Health & Safety

Health and Safety Report for the month of April 2025.

- We have gone 6,013 days (16.47 years) without a recordable or time lost injury.
- Safety Topics for this month were Inframark's Driving Safety.
- We had no safety issues in the month of April.

Personnel

Inframark lost two operators, another submitted their resignation, and two operators were hired in the month of April. Inframark is interviewing to fill the one open operator position.

Community Involvement

- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

Document	Page
April 2025 Monthly Summary	6
Organization Chart	7
Equipment Status Report	8 – 11

City of La Vergne

**Water Treatment Plant
INFRAMARK, LLC
Monthly Summary
April 2025**

Parameter	Standard	2024	2025*
Vol. Processed (Million gal.)		124.406	125.967
Vol. Delivered (Million gal.)		102.762	106.519
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	3.425	3.551
Maximum Day Finished Flow	MGD	3.936	4.002
Minimum Day Finished Flow	MGD	2.763	3.265
CFE Water Turbidity (Avg)	<0.3 NTU	0.07	0.09
CFE Water Turbidity (Max)	<0.3 NTU	0.40	0.65
Raw turbidity (Max)	N/A	4.12	10.50
Iron (Max Fin)	0.3 mg/L	0.05	0.09
Manganese (Max Fin)	0.05 mg/L	0.053	0.049
Fluoride (Max Fin)	2.0 mg/L	0.828	0.995
Total Coliform	< 5%	0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	1.48	1.67

Chemicals Used	Purpose	Unit	2024	2025*
Sodium Hypochlorite	Disinfection	lbs.	3,290	2,996
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,342	1,389
Fluorosilicic Acid	Fluoride	lbs.	599	453
Powered Activated Carbon	Taste and Odor	lbs.	6,701	10,438
Potassium Permanganate	Oxidation	lbs.	1,433	2,629
Polymer	Blanket Aid	lbs.	641.37	493.15
Aluminum Chloride	Coagulation	lbs.	56,842	63,916

Flushing Program	
No. Flushing Sites	1
Approx. Gallons Used	8,800

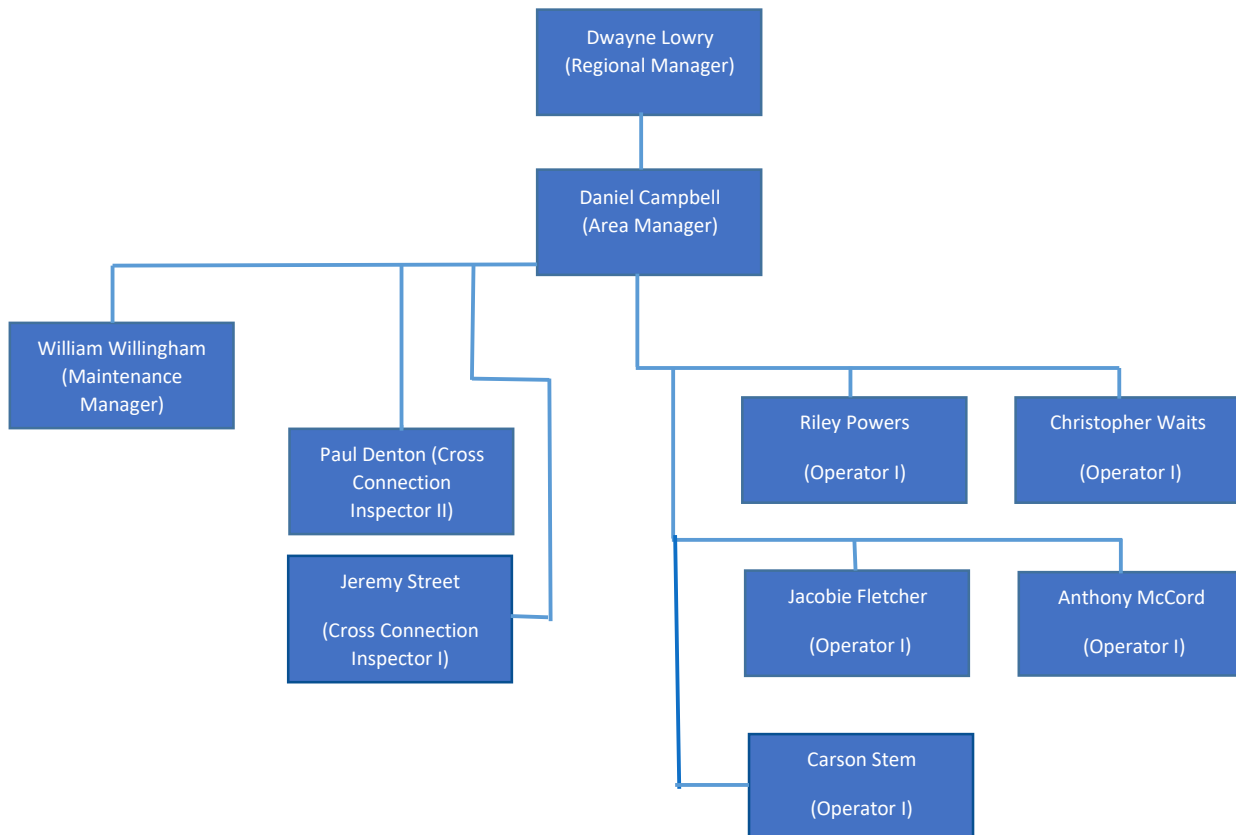
--

Maintenance for April	
Maintenance Jan 2025 - Current	\$ 35,982.68
Annual Maintenance Cap	\$ 156,373.80
Remaining Balance	\$ 120,391.12

Membrane Unit
(Million gallons)
Reclaimed

*(Totals are an estimate for April 2025)

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: March

Date Updated: 5/4/25

Equipment is in service

In Service Equipment = 146/150 =
97.33%

Equipment is in service but in need of repair

Prepared by: Daniel
Campbell

Equipment is out of service

Must be repaired within 1 week

Must be repaired within 6 months

Included as part of a capital improvement plan



Location/Process	Equipment	Condition	Repair Status	Criticality	Status
Intake/Influent	Intake Pump #1	In Service			
Intake/Influent	Intake Pump #2	In Service			
Intake/Influent	Intake Pump #3	In Service			
Intake/Influent	Raw water sample pump	In Service			
Intake/Influent	KMnO4 pump #1	In Service			
Intake/Influent	KMnO4 pump #2	In Service			
PLANT					
Old side/Influent	TOC Analyzer	In Service			
Outside/Influent	Raw water flow meter	In Service			
New side/Influent	Potassium Permanganate feeder	In Service			
New side/Influent	Polymer Pump #1	In Service			
New side/Influent	Polymer Pump #2	In Service			
New side/Influent	Polymer transfer pump	In Service			
New side/Influent	Polymer Mixing tank	In Service			
New side/Influent	Coagulant pump #1	In Service			
New side/Influent	Coagulant pump #2	In Service			
New side/Influent	Carbon Feeder	In Service			
New side/Influent	Carbon Feeder Motor	In Service			
New side/Influent	Air compressor	In Service			
Old side/Influent	Air compressor	In Service			
New side/Influent	Flash Mixer	In Service			
Old side/Influent	Flash Mixer	Out of Service	Control panel issue; Troubleshooting problem	L	
New side/Influent	Superpulsator #3	In Service			
New side/Influent	Superpulsator #4	In Service			
Old side/Influent	Superpulsator #1	In Service			
Old side/Influent	Superpulsator #2	In Service			
Old side/Influent	Superpulator #1 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #1 blowdown valve #2	In Service			
Old side/Influent	Superpulator #2 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #2 Blowdown valve #2	In Service			

New side/Influent	Superpulator #3 Blowdown valve #1	In Service			
New side/Influent	Superpulator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulator Vacuum Pump #1	In Service			
New side/Influent	Superpulator Vacuum Pump #2	In Service			
New side/Influent	Superpulator Vacuum Pump Spare	In Service			
Old side/Influent	Superpulator Vacuum Pump #1	In Service			
Old side/Influent	Superpulator Vacuum Pump #2	In Service			
Old side/Influent	Superpulator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			

New Side/Effluent	Finished Turbidity Meter	In Service			
Old Side/Effluent	Backwash Valve #1	In Service			
Old Side/Effluent	Backwash Valve #2	In Service			
Old Side/Effluent	Backwash Valve #3	In Service			
Old Side/Effluent	Backwash Valve #4	In Service			
New Side/Effluent	Backwash Valve #5	In Service			
New Side/Effluent	Backwash Valve #6	In Service			
New Side/Effluent	Backwash Valve #7	In Service			
New Side/Effluent	Backwash Valve #8	In Service			
Old Side/Effluent	Rewash Valve #1	In Service			
Old Side/Effluent	Rewash Valve #2	In Service			
Old Side/Effluent	Rewash Valve #3	In Service			
Old Side/Effluent	Rewash Valve #4	In Service			
New Side/Effluent	Rewash Valve #5	In Service			
New Side/Effluent	Rewash Valve #6	In Service			
New Side/Effluent	Rewash Valve #7	In Service			
New Side/Effluent	Rewash Valve #8	In Service			
Old side/Influent	Supplemental backwash pump	In Service			
Old side/Influent	Bleach Pump #1	In Service			
Old side/Influent	Bleach Pump #2	In Service			
Old side/Influent	Bleach Pump #3	In Service			
Old side/Influent	Phosphate Pump	In Service			
Old side/Influent	Fluoride Pump #1	In Service			
Old side/Influent	Fluoride Pump #2	In Service			
New side/Influent	Spare Air Compressor #1	In Service			
New side/Influent	Spare Air Compressor #2	In Service			
New side/Influent	Spare Air Compressor #3	In Service			
Outside	WTP Emergency Generator	In Service			
Effluent	High Service Pump #1	In Service			
Effluent	High Service Pump #2	Out of Service	Not coupled; parts needed to couple to motor	L	
Effluent	High Service Pump #3	In Service			
Effluent	High Service Pump #4	In Service			
Effluent	High Service Pump #5	In Service			
Effluent	Finished Flow Meter	In Service			
Effluent	CL17 - CFE	In Service			
Effluent	CL17 - FIN	In Service			
Effluent	High Service Valve #1	In Service			
Effluent	High Service Valve #2	In Service			
Effluent	High Service Valve #3	In Service			
Effluent	High Service Valve #4	In Service			

Effluent	High Service Valve #5	In Service			
Effluent	High Service Valve PLC #1	In Service			
Effluent	High Service Valve PLC #2	Out of Service	Swapped with HSP5	L	
Effluent	High Service Valve PLC #3	In Service			
Effluent	High Service Valve PLC #4	In Service			
Effluent	High Service Valve PLC #5	In Service			
Effluent	High Service Motor #1	In Service			
Effluent	High Service Motor #2	Out of Service	Motor tested and is operational; WASCON getting parts to recouple to pump	L	
Effluent	High Service Motor #3	In Service			
Effluent	High Service Motor #4	In Service			
Effluent	High Service Motor #5	In Service			
Lagoon	Pump #1	In Service			
Lagoon	Pump #2	In Service			
Electrical building	High Service Pump VFD #1	In Service			
Electrical Building	High Service Pump VFD #2	In Service			
Electrical Building	High Service Pump VFD #3	In Service			
Electrical Building	High Service Pump VFD #4	In Service			
Electrical Building	High Service Pump VFD #5	In Service			
Electrical Building	Harmonic Correction Unit	In Service			
LAB					
Lab	Turbidimeter TU5200	In Service			
Lab	Turbidimeter TU5200	In Service			
Lab	DR3900	In Service			
Lab	Fluoride Probe	In Service			
Lab	Pocket Chlorimeter	In Service			
Lab	pH/Fluoride Meter	In Service			
Lab	PH Probe	In Service			
Lab	Chemtrac Chemical Analyzer	In Service			
Lab	Refrigerator	In Service			
Lab	Incubator	In Service			
Lab	Flourescent Analyzer	In Service			
PALL					
PALL	Air Compressor	In Service			
PALL	Influent Pump	In Service			
PALL	Effluent Pump	In Service			
PALL	Membrane Unit	In Service			
PALL	Bleach Pump	In Service			
PALL	Control Valves	In Service			
PALL	Water Heater	In Service			
PALL	Raw Turbidity Meter	In Service			
PALL	Finished Turbidity Meter	In Service			
PALL	Chlorine probe analyzer	In Service			
PALL	pH Probe	In Service			



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 5. Second 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 was held on April 1, 2025.)

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 was held on April 1, 2025 and no one spoke.

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,

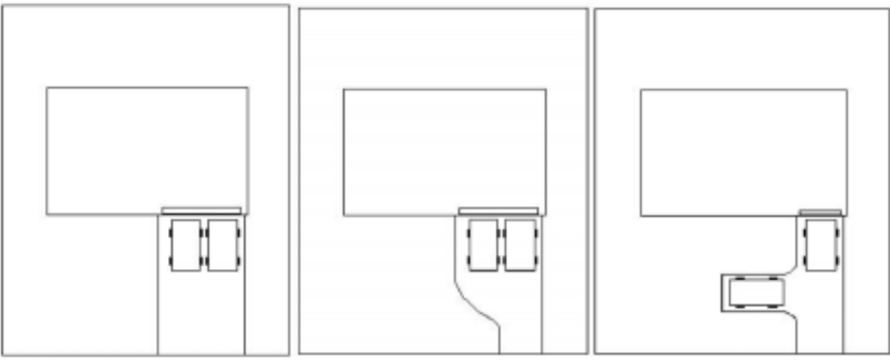
WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

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: May 6, 2025

Item #: 6. Second 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
---------------	--	----	--------

Decrease Fund Balance:

121-37840	Transfer from Fund Balance	\$	50,000
-----------	----------------------------	----	--------

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 7. Second 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: May 6, 2025

Item #: 8. Second 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 - Revised

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.

During installation of the system, it was discovered that two additional changes were needed for the system. Those change orders are in the consent agenda portion for approval.

Financial Summary:

The original cost of the replacement system is \$21,936.91. The additional two change orders will increase the cost to \$27,641.10.

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	\$	27,700
---------------	--	----	--------

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	27,700
-----------	----------------------------	----	--------

**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: May 6, 2025

Item #: 9.A.1. Bid - Sewer Pump Station Solids Removal and Disposal.

Department: Sewer

Presented By: Michael Dietz

Item Attachments: 1. Bid - Sewer Pump Station Solids Removal and Disposal

Summary:

This item will award a bid that was opened on April 10, 2025 for Sewer Pump Station Solids Removal and Disposal.

Background Information:

On April 10, 2025, at 10:00 a.m., bids were opened for Sewer Pump Station Solids Removal and Disposal. The city received one (1) bid. The contractor will provide services for the removal and proper disposal of accumulated solids from designated sewer pump stations. The successful bidder must adhere to all applicable federal, state, and local environmental regulations.

This is a one-year bid with the possibility of two (2), one (1) year extensions for a total of three (3) years.

TPM, Inc, dba TMP Group was the only bid. They are the city's current provider and we have not had any issues that were not completely resolved in the past. They met all the specifications in the bid and submitted all the proper documents as required.

Financial Summary:

The cost for small pump stations will be \$1,660 each and the cost for large pump stations will be \$3,920 each. This is a budgeted item.

Staff Recommendation:

Staff recommends awarding the bid to TPM, Inc. dba TPM Group.



Sewer Pump Station Solids Removal and Disposal SPECIFICATIONS

A. Overview

The City of La Vergne is seeking qualified contractors to provide services for the removal and proper disposal of accumulated solids from designated sewer pump stations. The successful bidder must adhere to all applicable federal, state, and local environmental regulations.

B. Specifications

1. Site Assessment:

- Conduct an initial site assessment at each designated pump station to determine the volume of solids requiring removal.
- Provide a detailed report with estimated volumes and recommended removal methods.

2. Solids Removal:

- Utilize appropriate equipment to extract solids efficiently without damaging infrastructure.
- Ensure minimal disruption to the normal operation of the pump station.

3. Transportation:

- Transport all removed solids in accordance with Tennessee Department of Environment and Conservation (TDEC) regulations.
- Prior to transporting, provide proof of approved certifications for each vehicle used in the transportation of solids.
- Ensure all transport vehicles are sealed to prevent leaks or spills.

4. Disposal:

- Dispose of solids at a state-approved facility that is permitted to accept such materials.
- Provide verification of an existing contract with a state-approved facility where solids will be disposed.
- Provide disposal receipts and manifests as proof of proper handling.

5. Site Restoration:

- Clean and restore the site to its original condition.
- Ensure all equipment and debris are removed post-service.

Contractor Qualifications

- Must be licensed to operate in the State of Tennessee.
- Must provide proof of liability insurance, workers' compensation, and bonding capacity.
- Must demonstrate prior experience in sewer system maintenance and solids removal.

List of Pump Stations

Small Stations

#	Name	Address	Wet Well Depth (FT)	Wet Well Width (FT)
1	Cedar Ridge	150 Madison Drive	16	8
2	Chaney Woods	910 B Streamfield Pointe	12	6
3	Driftwood	907 Willowview Drive	14	10
4	Glen	407 New Sanford Road	16	5
5	Hickory Springs	594 Butternut Trace	11	6.6
6	Holland Ridge	771 Holland Ridge Drive	17	6
7	Industrial Blvd	565 Industrial Blvd	15.75	8

8	Ivy Point	7011 Inglenook Drive	20	6
9	James	300 New Sanford Road	10	5
10	Johnny	427 New Sanford Road	16	5
11	Madison Square	4410 W. Nir Shreibman Blvd	17	6
12	Martins Bend	1174 Waldron Road	12.5	8
13	Morgan'S Retreat	4012B Margo Circle	9.5	6
14	Ridgemont	1575 A Ridgemont Drive	10	6
15	Stonehenge	1740 Luton Drive	11.6	6
16	Waldron Rd	4411 Benjamin Franklin Dr	12	6
17	Waters Edge	306 Clearlake Court	14	6
18	Woodsong	8014 Vineyard Lane	20	6

Large Stations

#	Name	Address	Wet Well Depth (FT)	Wet Well Width (FT)
19	Interstate	153 Charter Place	16.25	8
20	Fergus Road	260 Fergus Road	32.5	7x23
21	Stones River Rd	600 Stones River Road	19.5	6
22	Hollandale	400 Hollandale Drive	22.75	8x16



Sewer Pump Station Solids Removal and Disposal BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder: Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2), one (1) year extensions, up to three (3) years total. The City is not subject to sales tax. Copies of contractor invoices must be submitted when billing the City.			
Specific costs (Include Labor, Equipment and Materials):			
Item #	Description	Unit	Unit Price
1	Total Cost per Small Pump Station, including Solids Removal, Transportation and Disposal.	Each Small Pump Station	\$1,660
2	Total Cost per Large Pump Station, including Solids Removal, Transportation and Disposal.	Each Large Pump Station	\$3,920
In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.			
Company Name: TPM inc, dba TPM Group		Telephone Number: 1-270-781-4945	
Representative Name: Ron Waterbury		Title: Consultant	
Signature: 		Email Address: consulting@tpm-group.com	
Date: 04-09-25		Contractor License Number: 34942	



Sewer Pump Station Solids Removal and Disposal BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this 10 day of April, 2025, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and TPM Inc DBA TPM Group, (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Sewer Pump Station Solids Removal and Disposal; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated April 9th 25 ("Contractor's Proposal");

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

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

1. **Purpose.** Contractor shall provide and City shall purchase Sewer Pump Station Solids Removal and Disposal based on Contractor's proposal and specifications as set forth in the Solicitation.

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

TPM, Inc
1731 River St
Bowling Green KY 42101

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: TPM Inc

Printed Name: Ron Waterbury

ATTEST:

Title: Consultant

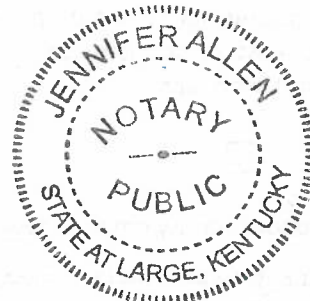
BY: _____
Bruce E. Richardson
City Administrator / City Recorder

Sworn and subscribed to before me, a Notary Public, this the 9 day of April, 2025, by Ron Waterbury the Consultant of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

[Signature]
Notary Public

Commission Expires: 05/28/27

(SEAL)





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.2. Bid - Guardrail Repair and Replacement.

Department: Streets

Presented By: Michael Dietz

Item Attachments: 1. Bid - Guardrail Repair and Replacement

Summary:

This item will award a bid that was opened on April 10, 2025 for Guardrail Repair and Replacement for the Street Department.

Background Information:

On April 10, 2025, at 10:30 a.m., bids were opened for guardrail repair and replacement. The city received two (2) bids. The awarded contractor shall furnish all labor, materials, equipment, and supervision required to repair and replace damaged guardrails as needed within the City of La Vergne.

This is a one-year bid with the possibility of two (2), one (1) year extensions for a total of three (3) years.

Reynolds Fence & Guardrail, Inc. was the low bid. References were checked and all were favorable. This company currently holds the state contract in Regions 2 and 3 for guardrail repair and replacement. They met all the specifications in the bid and submitted all the proper documents as required.

Financial Summary:

The cost for the guardrail repair is \$50 per linear foot and the cost for new guardrail installation is \$45 per linear foot. Depending on the type of guardrail terminations needed, the cost is either \$5,500 or \$3,500 each. This is a budgeted item.

Staff Recommendation:

Staff recommends awarding the bid to Reynolds Fence & Guardrail, Inc.

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



INVITATION TO BID
ITB #2025-02

Guardrail Repair and Replacement

Bid Due Date:
April 10, 2025, no later than 10:30 a.m. (CST)

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

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

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

SUBMIT BID RESPONSE IN A SEALED ENVELOPE TO:

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



City of La Vergne Invitation to Bid Guardrail Repair and Replacement

DATE ISSUED: March 25, 2025
CITY CONTACT PERSON: Felicia Anderson, Purchasing Agent
TELEPHONE NUMBER: (615) 287-8645
E-MAIL ADDRESS: fanderson@laveragnetn.gov

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

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

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

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

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

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

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



Guardrail Repair and Replacement BIDDER INSTRUCTIONS AND CONDITIONS

A. Invitation to Bid

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

B. Bid Responses

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

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

C. Bid Award

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

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

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

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

D. Terms and Conditions

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

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

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

dispute resolution process, if any.

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

E. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

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

F. Payment and Delivery

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

Invitation to Bid.

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

(Remainder of page intentionally left blank.)



Guardrail Repair and Replacement SPECIFICATIONS

A. Overview

The awarded contractor shall furnish all labor, materials, equipment, and supervision required to repair and replace damaged guardrails in compliance with the following specifications:

B. Specifications

1. Material Requirements

- Guardrail sections shall meet current Tennessee Department of Transportation (TDOT) standards.
- All materials must be new and of first-quality grade.
- Guardrail posts shall be galvanized steel.
- Fasteners, end treatments, and accessories shall conform to applicable TDOT standards.

2. Work Requirements

- Removal of damaged guardrails, posts, and associated hardware.
- Proper disposal of removed materials in accordance with state and federal regulations.
- Installation of new guardrails, posts, and end treatments as specified.
- Traffic control in accordance with TDOT standards during all phases of work.
- Traffic control plans must be submitted to and approved by the city prior to commencement of work.

3. Site Conditions

- Contractors must inspect each worksite before submitting a bid.
- Restoration of disturbed areas, including grading, seeding, and sodding as required.

4. Timeframe for Completion

- Work must commence within 30 calendar days of the Notice to Proceed.
- All work must be completed within 60 calendar days unless otherwise approved by the City.

C. Each bid must include:

- Completed bid form with total cost per linear foot.
- Proof of licensure and bonding in accordance with Tennessee state law.
- Certificate of Insurance meeting the City's requirements.
- Three references from previous clients for similar projects.

* Sumners-Taylor Johnson City, TN
* Charles Blalock & Sons Sevierville, TN
* Wright Brothers Charleston, TN



Guardrail Repair and Replacement BID SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder: Reynolds Fence & Guardrail, Inc.			
Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to repair or replace guardrails. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2), one (1) year extensions for a total of three (3) years. The City is not subject to sales tax.			
Total Costs (Include all Labor, Equipment, Materials and Traffic Control as required):			
Item #	Description	Unit	Unit Price
1	Repair of Guardrails per Linear Foot (Include removal and disposal of damaged guardrails, posts and associated hardware <u>and</u> installation of new guardrails, posts and end treatments as specified.)	LF	50 ⁰⁰
2	Installation of New Guardrails per Linear Foot (Include installation of new guardrails, posts and end treatments as specified.)	LF	45 ⁰⁰
In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.			
Company Name: Reynolds Fence & Guardrail, Inc.		Telephone Number: 704-753-4992	
Representative Name: Tracy Jolly		Title: Vice President	
Signature: 		Email Address: tracy@reynoldsfenceandguardrail.com	
Date: 4/4/25		Contractor License Number: 66091	

Additional Pricing

705-06.20
705-06.10

Guardrail Terminal MASH TL-3
Guardrail Terminal Trailing End

\$ 5500⁰⁰ ea
\$ 3500⁰⁰ ea



April 9, 2025

RE: Reynolds Fence & Guardrail, Inc. - Surety Capability

To Whom This May Concern:

We are privileged to be associated with Reynolds Fence & Guardrail, Inc. as their surety agent and consider this company to be one of our most valued clients. Reynolds Fence & Guardrail, Inc. maintains their surety relationship with Fidelity and Deposit Company of Maryland. Fidelity and Deposit Company of Maryland has an A.M. Best Rating of "A+" (Superior), a Financial Size Category of "XV", and is listed as an approved surety company in the circular 570 and is licensed in all 50 states.

Reynolds Fence & Guardrail, Inc. has the capacity to bond single projects in the \$10,000,000 range to an aggregate capacity of \$60,000,000. Please keep in mind that these are parameters, not maximum limits. We have complete confidence in this company and its management, and we recommend them to you without reservation.

We are prepared to issue any necessary bid or final bonds should they be required of Reynolds Fence & Guardrail, Inc. Naturally, for any surety obligation, Fidelity and Deposit Company of Maryland reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. IMA, Inc., Fidelity and Deposit Company of Maryland, and/or Reynolds Fence & Guardrail, Inc. assume no liability to third parties, or to you, if for any reason we do not execute any future bonds.

If you should have any other questions regarding this fine contractor, please do not hesitate to give us a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Megan S. Barman", followed by a horizontal line.

Megan S. Barman

Attorney-in-Fact

Phone:

Email:

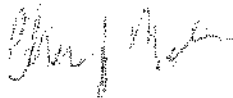
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Megan S. Bartman, Emily S. Wicker, Phillip Knowler, Turner A. Estep, Ronda W. Bush, M. Kathryn McCartha-Powers, James Holden Keen, Christopher Aaron Lydick, Michael McCreadie, Joseph P. Zoller, of Cary, North Carolina its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of March, A.D., 2025.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Christopher Nolan
Vice President

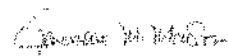


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of March, A.D., 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Malcom
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998,

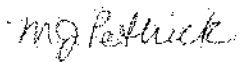
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April 2025.




Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Client#: 1618492

REYNOFEN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/09/2025

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

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

PRODUCER

USI Insurance Services, LLC
8540 Colonnade Center Dr.
Suite 111
Raleigh, NC 27615

CONTACT

NAME:
PHONE:
(A/C, No, Ext):
E-MAIL:
ADDRESS:

FAX:
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Reynolds Fence & Guardrail, Inc.
9320 Machado Dr
Indian Trail, NC 28079-7718

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒ ☒		10/01/2024	10/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	☒ ☒		10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10000	☒ ☒		10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ ☐		10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Contractors Equip			10/01/2024	10/01/2025	\$1,701,888
B	Rented/Leased EQ			10/01/2024	10/01/2025	\$50,000 Limit/\$1K ded

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

CERTIFICATE HOLDER

City of La Vergne
TN, 37086

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B. Bulman

ACORD 25 (2016/03) 1 of 1
#S48862556/M47942788

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

SSTZP



Guardrail Repair and Replacement BID CONTRACT

A required form from Bidders and Proposers

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

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Guardrail Repair and Replacement; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated _____ ("Contractor's Proposal");

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: Reynolds Fence & Guardrail, Inc

Printed Name: Tracy Jolly

ATTEST:

Title: Vice President

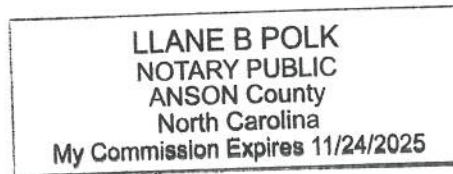
BY: _____
Bruce E. Richardson
City Administrator / City Recorder

Sworn and subscribed to before me, a Notary Public, this the 9th day of April, 2025, by Tracy Jolly, the VP of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Llane B Polk
Notary Public

Commission Expires: 11/24/2025

(SEAL) Union, NC.





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

State of North Carolina)
County of Union) SS

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

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

Reynolds Fence & Guardrail, Inc.
(legal name of entity submitting bid or proposal)

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

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

OPTION 1 (mark here): ☒

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

OPTION 2 (mark here): ☐

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

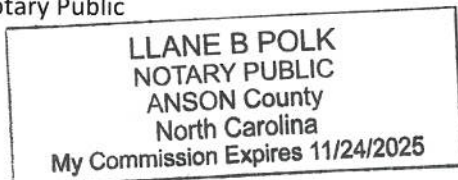
Tracy Jolly
(signature of Affiant)

VP
(title of Affiant)

Sworn and subscribed to before me this 9th day of April, 2025.

LLane B Polk
Notary Public

My Commission Expires: 11/24/2025





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

State of North Carolina)
County of Union) SS

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

1. He or she is the Officer of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Reynolds Fence & Guardrail, Inc.
(legal name of entity submitting bid or proposal)

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

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

Tracy Jolly
(signature of Affiant)

VP
(title of Affiant)

Sworn and subscribed to before me this 9th day of April, 2025.

Llane B Polk
Notary Public

My Commission Expires: 11/24/2025

LLANE B POLK
NOTARY PUBLIC
ANSON County
North Carolina
My Commission Expires 11/24/2025



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

State of North Carolina)
County of Union) SS

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

1. He or she is the Officer of
(Owner or Authorized Partner, Officer Representative or Agent of Owner)
Reynolds Fence & Guardrail, Inc.
(legal name of entity submitting bid or proposal)

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

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

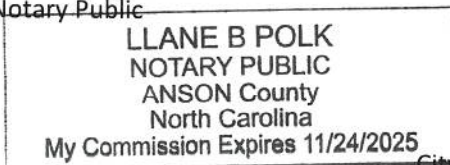
Tracy Jolly
(signature of Affiant)

VP
(title of Affiant)

Sworn and subscribed to before me this 9th day of April, 2025.

LLane B Polk
Notary Public

My Commission Expires: 11/24/2025



City of La Vergne Invitation to Bid #«Number»



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

State of North Carolina)
County of Union) SS

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

1. He or she is the Officer of
(Owner or Authorized Partner, Officer Representative or Agent of Owner)
Reynolds Fence & Guardrail, Inc.
(legal name of entity submitting bid or proposal)

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

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

Tracy Jolly
(signature of Affiant)

VP
(title of Affiant)

Sworn and subscribed to before me this 9th day of April, 2025.

Llane B Polk
Notary Public

My Commission Expires: 11/24/2025

LLANE B POLK
NOTARY PUBLIC
ANSON County
North Carolina
My Commission Expires 11/24/2025



ITB LOG

Guardrail Repair and Replacement

ITB# 2025-02

Street Department

April 10, 2025

10:30 AM (CST)

ATTENDEES

- | | |
|---------------------------------------|-----------|
| 1. <u>Helicia Anderson Purchasing</u> | 6. _____ |
| 2. <u>Dolly Cook</u> | 7. _____ |
| 3. <u>Doug OAK</u> | 8. _____ |
| 4. <u>[Signature]</u> | 9. _____ |
| 5. _____ | 10. _____ |

BIDDER

BID AMOUNT

- | | |
|--------------------------------------|----------|
| 1. <u>L.H. Inc.</u> | \$ _____ |
| 2. <u>Reynolds Fence + Guardrail</u> | \$ _____ |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |
| 5. _____ | \$ _____ |
| 6. _____ | \$ _____ |
| 7. _____ | \$ _____ |

SCANNED
4/10/25 FA



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.3. Bid - Pest Control Services.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Bid Results - Pest Control Services

Summary:

This item will award a bid that was opened on April 10, 2025 for Pest Control Services.

Background Information:

On April 10, 2025, at 2:00 p.m., bids were opened for Pest Control Services. The city received three (3) bids, but only one bid was acceptable. These services will be provided at all city buildings and include monthly internal and external spraying for common pests, including, but not limited to ants, roaches, spiders and other general pests. The bid's specifications also include the placement and maintenance of glue traps as necessary to mitigate pest presence. In addition to the monthly service, the awarded vendor must respond within 24 hours to address any reported pest infestations in city-owned buildings.

This is a one-year bid with the possibility of two (2), one (1) year extensions for a total of three (3) years.

Arrow Exterminators was the low bid. References were checked and all were highly favorable. They met all the specifications in the bid and submitted all the proper documents as required.

Financial Summary:

The cost for the pest control services will be \$665 per month, which equals \$7,980 per year. This is a budgeted item.

Staff Recommendation:

Staff recommends awarding the bid to Arrow Exterminators.



Pest Control Services BID

SUBMITTAL FORM

A required form from Bidders and Proposers

Name of Bidder:

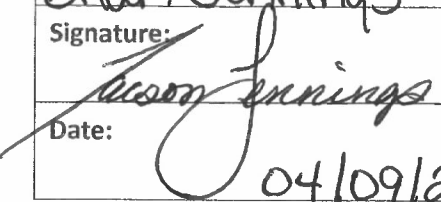
Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2), one (1) year extensions for a total of three (3) years. The City is not subject to sales tax.

Item #	Location	Monthly Rate	Annual Cost
1	City Hall – 5093 Murfreesboro Road	\$40	\$480
2	Police Department – 5093 Murfreesboro Road	\$50	\$600
3	Multipurpose Building – 5093 Murfreesboro Road	\$30	\$360
4	Police Annex – 5089 Murfreesboro Road	\$35	\$420
5	Library – 5063 Murfreesboro Road	\$50	\$600
6	Baseball & Softball Concession Stand – 115 Floyd Mayfield Drive	\$20	\$240
7	Football Concession Stand – 115 Floyd Mayfield Drive	\$20	\$240
8	Football Press Box – 115 Floyd Mayfield Drive	\$20	\$240
9	Pee Wee Concession Stand – 115 Floyd Mayfield Drive	\$20	\$240
10	Senior Citizens Center – 337 Stones River Road	\$30	\$360
11	Parks and Recreation Building – 294 Sand Hill Road	\$40	\$480
12	Water Treatment Plant – 700 Bon Aqua Drive	\$50	\$600
13	Public Works and Community Development Services Facility – 1500 E Nir Shreibman Blvd.	\$80	\$960
14	Storm Water Building – 5175 Murfreesboro Road	\$40	\$480
15	Fire Station #41 – 283 Old Nashville Highway	\$40	\$480
16	Fire Station #42 – 609 Waldron Road	\$30	\$360
17	Fire Station #43 – 305 Bill Stewart Blvd.	\$40	\$480
18	Fire Administration Building – 468 Stones River Road	\$30	\$360
Grand Totals:		\$665	\$7,980

Additional Costs: (If more space is needed, please attach a separate sheet with the following information.)

Item #	Description	Unit	Unit Price
19	Please Specify:		
20	Please Specify:		
21	Please Specify:		

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

Company Name: Arrow Exterminators	Telephone Number: (615) 279-1690
Representative Name: Brian Jennings	Title: Service Center manager
Signature: 	Email Address: BJennings@Arrowexterminators.com
Date: 04/09/2025	Contractor License Number: 238442



Pest Control Services BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this 10th day of April, 2025, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and Arrow Exterminators, (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Pest Control Services; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 04/10/25 ("Contractor's Proposal");

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Contractor shall be mailed or hand delivered to:

2720 Eugenia Ave.
Nashville TN 37211

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures appear on the following page.)

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

THE CITY OF LA VERGNE, TENNESSEE:

CONTRACTOR:

BY: _____
Jason Cole, Mayor

BY: _____

Printed Name: Brian Jennings

ATTEST:

Title: Service center manager

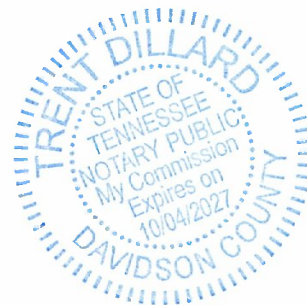
BY: _____
Bruce E. Richardson
City Administrator / City Recorder

Sworn and subscribed to before me, a Notary Public, this the 10th day of April, 2025, by Brian Jennings the Representative of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

Trent Dillard
Notary Public

Commission Expires: 10/04/2027

(SEAL)





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.4. HGAC Contract Purchase - Fire Department Personal Protective Equipment.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Quote - Safe Industries

Summary:

Request for approval of the contract purchase of fire department personal protective equipment.

Background Information:

In January, the Board approved the purchase of PPE using this same contract. This will authorize the purchase of two additional firefighting coats from Safe Industries.

Financial Summary:

The purchase price is \$3,910.00 and is included in the fire department budget, Line 329.

Staff Recommendation:

Staff recommends approval.



Safe Industries

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

Quote

Date	Quote #
3/27/2025	EST38953

Bill To

City of LaVergne Fire Department (TN)
283 Old Nashville Hwy
La Vergne TN 37086
United States

Ship To

City of La Vergne
283 Old Nashville Hwy
La Vergne TN 37086
United States

Expires		Sales Rep		Terms	Shipping Method	
4/26/2025		Robby Hall		Net 30	Drop Ship	
Quantity	Units	Item	Description	Comments	Price	Extended
2	Ea	Globe Jacket	Globe Gxcel Jacket Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,955.00	3,910.00
1		Freight	Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		0.00	0.00
HGAC EE08-19				Subtotal		3,910.00
				Shipping Cost (Drop Ship)		0.00
				Total		\$3,910.00

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

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



EST38953



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.5. Sourcewell Contract Purchase - Mower for Maintenance Department.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Hustler Mower Sourcewell

Summary:

This will approve the purchase of 22 hp, 48-inch cut Hustler mower for the Parks/Maintenance Department.

Background Information:

This is a request from the maintenance department to approve the purchase of a Hustler mower from Dickens Supply in Murfreesboro. The mower is a 22 horsepower, 48-inch cut that will aid in the maintaining of city property. The quoted price is through the Sourcewell Purchasing Program.

Financial Summary:

The cost of the purchase is \$8,915,00. The funds should be available in the current parks fiscal year budget.

Staff Recommendation:

Staff recommends approval.



Terms & Instructions

Price is valid *only* when PO is made out to Hustler Turf Equipment, Inc.
 Send PO and Sales Tax-Exemption Certification to outdoorgovtsales@sbdinc.com
 All sales are payable to Hustler Turf Equipment, Inc.
 Quote is valid for 30 days

DATE: 3/19/2025
 QUOTE: 031925MR02

AGENCY:
 City of Lavergne
 5093 Murfreesboro Rd.
 Lavergne, TN 37086
 Randy Frost
rfrost@lavernetn.gov

CONTRACT:
 Sourcewell 112624-HTE
 Sourcewell #19011
 DEALER: 104838
 Dickens Turf and Landscape Supply
 230 N Thompson Lane
 Murfreesboro, TN 37129
jason.benefield@dickenssupply.com

QTY	PART #	DESCRIPTION	CURRENT MSRP	CONTRACT PRICE	TOTAL
1	943126	Hustler Super S Kawasaki FX691 (22hp) 48"	\$12,213.00	\$8,915.00	\$8,915.00
Payment Information				Total	\$8,915.00

Mail Checks to: Hustler Turf Equipment, Inc.
 P.O. Box 641989
 Cincinnati, OH 45264

2025 REV



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.6. GSA Contract Purchase - Copy Machine Leases for Multiple Departments.

Department: Finance

Presented By: Danielle Brown, Bruce Richardson

Item Attachments: 1. Lease and Maintenance Agreements - Copy Machines for Multiple Departments-Revised

Summary:

This is a request to approve lease agreements and maintenance agreements for copy machines in several departments.

Background Information:

MTR has the GSA contract for copy machines that are needed in several departments. We have used the GSA contract with MTR for several years. They supply the toner and keep the copy machines serviced. The lease terms are for five (5) years. The current copy machines/printers included are as follows:

CURRENT SITUATIONS - Lease payments on the following Copier/Printers for the following departments:

Department / Location	Cost
City Administrator	\$215.00 per month
Fire Station #3	\$215.00 per month
Police Department	\$215.00 per month
Library	\$150.00 per month

Service agreement on these machines is \$50.00 per month per machine for B&W copies and all color copies are billed @ \$0.085 each. The total average for all four machines for service is \$650.00.

Total Current Monthly Expense with leases and service: \$1,445.00

PROPOSED SOLUTIONS - Lease payments for new Copier/Printers for the following departments:

Department / Location	Cost
City Administrator	\$200 per month
Fire Station #3	\$200 per month
Police Department	\$200 per month

Notes:

- Public Library: Keep this machine as it is in great condition and will last another 3 years. The City will save the \$150.00 per month lease payment.
- Assistant City Administrator: This machine is obsolete, MTR will replace this machine at NO COST to the City of La Vergne which will save \$99.99 per month lease.
- PW Clock-In Station: Glenn Green requested a printer at this location. MTR will provide a printer at this location at NO COST to the City.
- Codes Receptionist: This area needs a B&W printer. MTR will provide a printer at NO COST to the City.

The new Service Agreements will be \$37.50 per machine for B&W copies. All Color Copies will be billed @ \$0.065 each. You average 5,747 color copies per month @ \$0.065 = \$373.55.

Total Current Monthly Expense with leases and service: Approximately \$973.55.

BENEFITS:

- City Administrator, Fire Station #3 and Police Dept. are all getting NEW machines.
- The Coin/Op machine in the library is still a great machine, so we will keep it in service for another 36 months and save the \$150.00 per month lease cost.
- Assistant City Administrator's machine is obsolete, MTR will provide a machine comparable to the C-4062 he has now at NO COST to the City.
- MTR will provide a NEW printer at the Clock In station at the new PW building at NO COST to the City.
- Codes Receptionist needs a printer in the new PW Building, MTR will provide at NO COST to the City.
- MTR is reducing service rates on B&W pages by 25% and Color pages by 24%.
- MTR is also reducing the monthly lease price by 7%

Financial Summary:

The current average lease and service agreement expense is \$1,445 per month. The proposed average lease and service agreement expense will be \$973.55 per month. This is a savings of \$371.45 per month or \$4,457.40 per year.

Staff Recommendation:

Staff recommends approval.



4011 Cripple Creek Rd
Readyville, TN 37149
615.895.7874

Equipment Lease Agreement

AGREEMENT NO:

CUSTOMER ("You" or "Your")

CITY OF LAVERGNE

Contact Name: FELICIA ANDERSON

Address: 5093 MURFREESBORO RD, LAVERGNE, TN 37086

Phone Number: 615-287-8645

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

MTR, Inc 2340 Southgate Blvd Murfreesboro, TN 37128

EQUIPMENT

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

o See attached schedule for additional Equipment/Accessories

3 EACH HP E877 CITY ADMIN, POLICE DEPT. FIRE STATION #3

Equipment Location: same as above

PAYMENT TERMS

Lease Payment: \$ 600.00 (plus applicable taxes) Billing Period: Monthly

Security Deposit \$ NONE

Purchase Option: Fair Market Value

Term: 60 months First Payment Due: JUNE 1, 2025

Document Fee \$75.00 (included on first invoice)

TERMS AND CONDITIONS

AGREEMENT: You want us to pay you Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period on the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all your rights, but non of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

NET AGREEMENT: THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM.

WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AN YOU PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. **LEASE PAYMENTS:** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing

Period at the address we provide to you. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier. For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$30.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

EQUIPMENT USE: You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the Manufacturer or Vendor. You agree to pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment.

SOFTWARE/DATA: Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting or removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT: You may not sell, assign or sublease the Equipment of this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the

APPLICABLE LAW: JURISDICTION AND VENUE Lessee hereby acknowledges that this Lease was entered into in the State of Tennessee. County of Rutherford, and that the parties have agreed to the terms of this Lease with the understanding that any action or proceeding regarding this Lease of the Equipment shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim to improper jurisdiction or venue or form non conveniens and agreeing to accept service at Lessee's place of business in any such action. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, applied without giving effect to conflict-of-laws principles, except that UCC Article 2A shall apply whether or not adopted by such state.

LOSS OR DAMAGE: You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE: You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of forms and amounts as we deem reasonable to protect of interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through and investment in reinsurance. If you are current in all obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual.

TAXES: We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM: If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AT TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight, and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay and inspection restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

DEFAULT AND REMEDIES: If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC: You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

Miscellaneous: This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

OWNER: JEG Capital LLC

SIGNATURE: *John Garland* DATE:

PRINT NAME & TITLE: John Garland President

CUSTOMER: (AS STATED ABOVE)

SIGNATURE: DATE:

PRINT NAME & TITLE

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE:

INDIVIDUAL:

DATE:

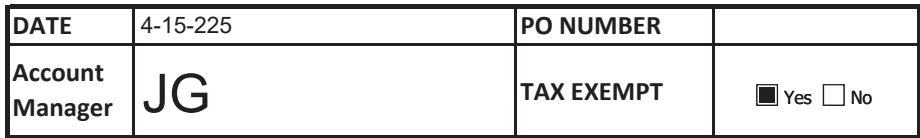
CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE:

NAME AND TITLE:

DATE:



CLIENT INFORMATION							
BILL TO				SHIP TO			
NAME	CITY OF LAVERGNE			NAME			
ADDRESS	5093 MURFREESBORO RD.			ADDRESS			
CITY, STATE, ZIP	LAVERGNE, TN 37086			CITY, STATE, ZIP			
PHONE	615-287-8645	CELL		PHONE		FAX	

[illegible]

Accounts Payable Contact	Name:	ON FILE	Phone:		Cell:	
	Main Email:				Backup Email:	
☐ Prefers Invoices Be Mailed	Billing Address:					

Maintenance Agreement

Term _____ Months

Manufacturer: HP	Model Number: E877	Serial Number: _____
Manufacturer: HP	Model Number: E877	Serial Number: _____
Manufacturer: HP	Model Number: E877	Serial Number: _____
Manufacturer: HP	Model Number: E475	Serial Number: _____
Manufacturer: HP	Model Number: E475	Serial Number: _____
Manufacturer: HP	Model Number: E40040	Serial Number: _____

Beginning Meter Readings: B&W: 100 Color: 100 ☐ Black Toner Included

☐ Monthly ☐ IT Work Minimum Billing: B&W: \$ 37.50 EACH Color: \$.065 EACH ☐ Color Toner Included

☒ Quarterly ☐ Rental

☐ Semi-Annual ☐ Other B&W Included: _____ Color Included: _____

☐ Annual Meter Charge per image: (For Overages): B&W: \$ _____ Color: \$ _____

MAINTENANCE AGREEMENT

This Maintenance Agreement is based on the understanding between both parties that all maintenance and Imaging supplies will be purchased from MTR, Inc. MTR, Inc. is not liable for unavailability of parts or supplies. MTR, Inc. agrees to perform service in accordance with the following terms and conditions:

This Maintenance Agreement Covers: Service labor and the replacement of defective parts, transfer belts, drums, toner, maintenance kits and fuser units for the equipment (Per manufacturer's replacement schedule). This Maintenance Agreement is a separate and distinct contract from the Sales Agreement. An increase of up to 10% may be added to the current rate every 12 months. At the end of the term, this Maintenance Agreement will automatically renew for 12 months at the then current market pricing unless canceled by the customer or MTR, Inc. with a 90 day written notice prior to the renewal date.

Cancellation of Agreement: This Maintenance Agreement may be canceled by MTR, Inc. or by the customer with a 90 day written notice prior to the agreement renewal date and payment in full of all charges listed below. *Upon cancellation of the maintenance agreement customer agrees to pay MTR, Inc. for the retail price of any unused supplies remaining in the equipment including unused toner, developer, drums, fuser rollers, transfer belt units, imaging units and maintenance kits. *The equipment must reside in the MTR, Inc. service area. *There will be no refund to the buyer on this Maintenance Agreement if this contract is canceled prior to the expiration date. The remaining months are due and payable within 10 business days.

This agreement does not cover: This Maintenance Agreement does not cover network services. All network IT services will be billed at the current MTR, Inc IT rate. Any service calls necessitated by the use of non-original manufacturer's equipment parts, supplies, attachments, or supplies that have been reconditioned or recharged or not authorized or sold by MTR, Inc. Repairs or cleaning necessitated by the improper installation of toner, or foreign agents (i.e. rubber bands, paper clips, staples, etc.); or lack of routine operator cleaning duties. EXTERIOR HARDWARE including, but not limited to, doors, covers, hinges, operation panels, stands, wheels, castors, exit trays, ADF trays and guides, paper cassettes, sheet by-pass, instruction manuals, drivers, cabling or external wiring etc. which may become broken, lost, or damaged due to misuse or neglect. Circuit board failures due to improper grounding of circuit or overload of circuits, (i.e. a 15amp or 20 amp, properly grounded, dedicated circuit on all digital equipment is required to ensure maximum efficiency and reliability.) The equipment must be equipped with a Smart Power or other MTR, Inc. approved surge protection device which meets or exceeds surge suppression capabilities (circuit clamping) of less than 10v and common circuit clamping of less than 1v. Power connections not meeting these requirements may cause major damage to the equipment which is not covered by this agreement. Lightning strikes or electrical grid induced surges and brown out damage is not covered. Replacement or repair of any network device causing problems including software or other failures involved in the printer/scan process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnessing or cards.) Service required if the end-user installs software, software updates or any changes or upgrades to their operating systems which causes print/scan problems or failures. The negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment.

Customer agrees to: Pay for any additional services that may be required to relocate or to reinstall and adjust after relocation, (including but not limited to, the services required to reconnect to the customer's network and PC workstations.) Provide MTR, Inc. with timely meter readings as needed and to accept, if made necessary by your failure to report, estimated meter readings based on usage history for billing purposes. Provide supplies used by MTR, Inc. technical personnel to repair, test or maintain equipment. MTR, Inc. reserves the right to change the prices at any time, and will notify Customer of any price changes via written proposal, work order, or invoice. MTR, Inc. reserves the option to recover the retail cost of any unused consumable supplies at the end of the original contract or renewal period. MTR, Inc. is not responsible for delays of service due to manufacturers' non-availability of parts or supplies.

This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment unless MTR, Inc. is notified and agrees to continue service. MTR, Inc. may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement. A past due balance of more than 30 days will result in a credit hold, no ship status. This agreement will not cover any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any act of God. Customer specifically agrees that NO OTHER representations, other than those set forth specifically in writing herein have been made or relied upon. Your signature and initial payment will indicate acceptance of these terms and conditions. Customer is responsible for any and all court and collection cost, filing fees, suit expenses, interest due and all attorney fees necessary to collect all delinquent contract payments or the retail value of any unused (residual) consumable parts or supplies remaining (installed) in the machine at the contract expiration (cancellation date) owed to MTR, Inc. The standard Network Connectivity covers the one-time initial IT assistance, not to exceed 2.5 hours, to help enable printing and other advanced network functions on your local network. Any IT services beyond the scope of our standard installation assistance will be billed at the current MTR hourly IT rate.

I have read and understand these terms and conditions.

The undersigned warrants that they are a duly authorized corporate officer, partner, or proprietor of the above named organization, with all the necessary authorization to execute this contract. THIS IS A NON-CANCELABLE AGREEMENT. By signing below you acknowledge that all equipment, options, supplies, installation and peripheral documentation were picked up and/or delivered/installed in their entirety in the condition described.

THE EFFECTIVE DATE OF THIS AGREEMENT IS 5-1-2025

BUYER NAME (PRINT)	BUYER TITLE	BUYER SIGNATURE



Customized configuration



Device : HP Color LaserJet Managed MFP E877dn (5QK03A)

Configuration

Component	Product number	Sub-Category	Quantity
HP LaserJet 2000 sheet Department High Capacity	6GW57A	Input Option	1
HP LaserJet Stapler/Stacker Finisher with Print Quality	63C80A	Output Option	1
HP Jetdirect 3100w BLE/NFC/Wireless Accy	3JN69A	other	1
HP LaserJet Magenta Managed Toner Crtg	W9173MC	IsToner	1
HP LaserJet Yellow Managed Toner Crtg	W9172MC	IsToner	1
HP LaserJet Cyan Managed Toner Crtg	W9171MC	IsToner	1
HP LaserJet Black Managed Toner Crtg	W9170MC	IsToner	1

Dimensions

Width : 1,084 mm (42.68 inches)

Depth : 694.7 mm (27.35 inches)

Height : 1,164.9 mm (45.86 inches)

Unboxed : 228.57 Kg (503.91 lbs)

Boxed : 299.49 Kg (660.26 lbs)

Main Unit Details

Specification	Value
Mono and color ppm	40/ 40
Recommended Monthly Page Volume	Up to 60000
Tray capacity	3,140
simplex/duplex ipm	90/ 180
ADF sheet capacity	200



Customized configuration

Assistant City Administrator



Device : HP Color LaserJet Mngd MFP E47528f Prntr (3QA75A)

Dimensions

Width : 415.4 mm (16.35 inches)

Depth : 472 mm (18.58 inches)

Height : 399.8 mm (15.74 inches)

Unboxed : 23.2 Kg (51.15 lbs)

Boxed : 26.32 Kg (58.03 lbs)

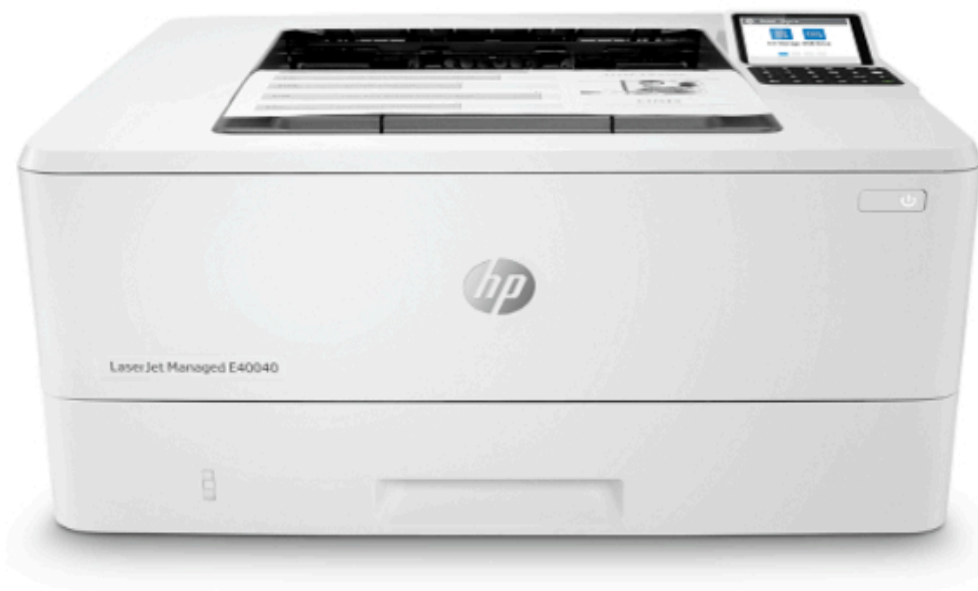
Main Unit Details

Specification	Value
Mono and color ppm	27/ 27
Recommended Monthly Page Volume	1,500 to 7,500
Tray capacity	300
simplex/duplex ipm	35/ 20
ADF sheet capacity	50
Memory size in GB	2



Customized configuration

Clock-In Station and Codes Receptionist



Device : HP LaserJet Managed E40040dn Printer (3PZ35A)

Dimensions

Width : 381 mm (15 inches)

Depth : 357 mm (14.06 inches)

Height : 220 mm (8.66 inches)

Unboxed : 8.5 Kg (18.74 lbs)

Boxed : 11.37 Kg (25.07 lbs)

Main Unit Details

Specification	Value
Mono and color ppm	38/ 0
Recommended Monthly Page Volume	1,500 to 7,500
Tray capacity	350
Memory size in GB	1



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.7. Approve Purchase - New Sign Machine and Equipment for the Street Department.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. Omnia Contract Purchase - HSRA 48" Roller
2. Quote - GHA Technologies, Inc - Plotter

Summary:

This item is to approve the purchase of a new sign-making machine and equipment.

Background Information:

This item was discussed during internal budget meetings and was planned to be requested for the upcoming fiscal year. However, since there are current funds available in the street department budget, the recommendation is to purchase under the current budget year. The roller will be purchased using an Omnia Contract from TAPCO. The plotter will be purchased from GHA Technologies.

Financial Summary:

This item is not currently in the budget, and therefore requires BOMA approval. The total cost of the equipment totals \$14,983.50 and will be paid for out of the street department budget.

Staff Recommendation:

Staff recommends approval.



Safe travels:

Traffic and Parking Control Co., LLC
5100 West Brown Deer Rd
Brown Deer, WI 53223
United States of America
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

2/5/2025

SALES QUOTE NUMBER

Q25002099

CUSTOMER NO.

C116647

Page: 1

BILL TO

City of Lavergne
Douglas Oakley
148 International Blvd
La Vergne, TN 37086-3225
United States of America

SHIP TO

City of Lavergne
Douglas Oakley
148 International Blvd
La Vergne, TN 37086-3225
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	Prepaid & Add	Net 30 DAYS	Kyle Stewart	5/23/2025

Item/Description	U/M	Quantity	Unit Price	Total Price
2549-00007 HSRA 48" w/Air Cylinder/ Rubber Coated Top Roller Hand Squeeze Roll Applicator for laminating blanks	Each	1	8,132.00	8,132.00

Plus Shipping and Handling

Lead Time: 4-6 Weeks

TAPCO OMNIA Partners Contract # 2020-200

Subtotal:	8132.00
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	8,132.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>

**GHA Technologies, Inc.**

Dept. #2090
PO Box 29661
Phoenix, Arizona 85038
United States
<http://www.gha-associates.com>
(P) 480-951-6865
(F) 480-951-6956

Quotation (Open)**Date**

Apr 25, 2025 09:58 AM EDT

Modified Date

Apr 28, 2025 02:22 PM EDT

Quote #

2957174 - rev 1 of 1

Description

Graphtec FC9000-140 54" Plotter

SalesRep

Decker, Josh
(P) 629-216-3700

Customer Contact

Green, Glenn
(P) (615) 793-7744
ggreen1@lavergetn.gov

Customer

City of LaVergne (CO132051)
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States

Bill To

City of LaVergne
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Ship To

City of LaVergne
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Customer PO:**Terms:**

Undefined

Ship Via:

FedEx Ground

Special Instructions:**Carrier Account #:**

#	Image Description	Part #	Tax	Qty	Unit Price	Total
1	Graphtec FC9000-140 54"Friction Feed High-Performance Cutting Plotter w/Registration Mark Sensor	25GRFC90140	Yes	1	\$6,100.00	\$6,100.00

Subtotal: \$6,100.00
Tax (.0000%): \$0.00
Shipping: \$400.00
Misc: \$0.00
Total: \$6,500.00

DLL Leasing Option	\$570.83 / mo. for 12 months.
	\$299.32 / mo. for 24 months.
	\$209.10 / mo. for 36 months.
	\$164.26 / mo. for 48 months.
	\$137.48 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: ♦ Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein. ♦

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen ♦ after the delivery has been made, and if they are ♦ lost or stolen, you still agree to pay your ♦ GHA ♦ invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 45

days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment. ♦

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law. ♦

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: <https://www.gha-associates.com/terms-and-conditions> -.

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.8. Approve Purchase - Fabrication Services for the Fire Department Training Site.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Fabrication Quotes

Summary:

The fire department is seeking approval for fabrication services needed for the Fire Training Site.

Background Information:

This contract will provide fabrication services for the fire training facility. The scope of work will include installing window and door frames, roof decking, and handrails on the upper-floor walkways.

Financial Summary:

The quote for services and materials is \$24,000.00

Staff Recommendation:

Staff recommends approval.



La Vergne Fire Rescue Department
283 Old Nashville Hwy
La Vergne, TN 37086
(615) 287-5832
fire.lavergnetn.gov

Subject: Metal Fabrication Quote Recommendation – Training Facility Project

Chief Beasley,

I obtained three quotes from qualified vendors as part of the procurement process for the metal fabrication work on our new fire department training facility. After careful review, I recommend we proceed with the proposal from **E.R. Welding LLC**. Below is a summary of the quotes and the justification for this recommendation:

- **Lucas Industrial:** \$ 133,111.35
 - This quote covers all aspects of the project. However, the vendor included heavy equipment use in their quote, where others did not.
- **Iron Forged:** \$23,900.00
 - While this is the lowest bid, it excludes painting, which is an essential component. Additionally, this vendor requires **on-site fabrication and installation**, which introduces potential logistical complications, longer site disruption, and weather-related delays.
- **E.R. Welding LLC:** \$24,000.00
 - This quote **includes all aspects of the project**, including fabrication, painting, delivery, and installation.
 - **Fabrication will be done off-site**, minimizing disruption and improving quality control in a shop environment.
 - The vendor offers a **6-month limited warranty**, providing added assurance and accountability.
 - Completion is expected within **2–4 weeks** from receiving a 50% deposit to cover material costs.

Considering the completeness of the proposal, quality assurance through warranty, off-site fabrication, and timely delivery, I believe **E.R. Welding LLC offers the best value and reliability** for this project.

Please let me know if you have any questions or need additional information.

“Ensuring a safer future for La Vergne.”

Respectfully,
Curtis Brinkley, Fire Marshal



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.A.9. Amended Emergency Purchase - Change Orders #1 and #2 for Fire System Replacement at the Library.

Department: Information Technology

Presented By: Glenn Green

Item Attachments:

1. Change Order #1 - Speakers-Strobes Replacement 04-09-25
2. Change Order #2 - Voice Evac System Replacement 04-18-25

Summary:

This is an item to approve Change Order #1 and #2 associated with the emergency purchase of the replacement fire system at the Library.

Background Information:

Change Order #1 will add 14 fire speakers/strobes that were not accounted for in the initial proposal. Change Order #2 will replace the Voice Evacuation System that was found to also be damaged when the new fire panel was tested.

Financial Summary:

The cost of change order #1 is \$2,179.27. The cost of change order #2 is \$3,524.92. The total cost for both change orders is \$5,704.19. The budget amendment for this emergency purchase is on the agenda for second reading. The budget amendment has been updated to reflect these additional costs. The total cost of the replacement is \$27,641.10.

Staff Recommendation:

Staff recommends approval.

Change Order #1

CUSTOMER

Lavergne Public Library

Glenn Green
5063 Murfreesboro Road , La Vergne, TN
37086

Turner Security Powered by
TechCore

Fire Device Replacements

Items		Qty
	System Sensor SPSRLED-P System Sensor SPSRLED-P L-Series Indoor Speaker Wall-Mounted LED Strobe, "PLAIN", Red	x13
	System Sensor SRLED L-Series with LED Wall-Mount Strobes,RED	x1
	Labor Installation Labor Installation	

Financial Summary

Subtotal	\$2,179.27
Proposal Total	\$2,179.27

Payment Schedule

PAYMENT SCHEDULE

Project Terms

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

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

Some products may include extended warranties by the manufacturer.

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

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

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

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

3. Installation and Sale.

a. Installation. The equipment indicated in this document will be installed in the Premises. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) the installation may require drilling into various parts of your Premises; (3)

You will provide 110 AC electrical outlets for power equipment in locations designated by the installer, (4) There may be areas where the installer determines that it is impractical to conceal equipment wiring. In such areas, wiring will be exposed. You must within five (5) days after installation is complete, inspect your System and notify us in wiring of any problems. Otherwise, you will be deemed conclusively to have accepted our System. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, installation work will cease until you, at your sole cost and expense, obtain clearance from a licensed hazardous material contractor that continuation of the work will not pose any danger to installation personnel. In no event shall we be liable for the discovery or removal of Hazardous Materials. Turner Security shall not be responsible for securing the Premises during the period of installation. b. Direct Sale. You will own the Equipment we install in your Premises (such Equipment is referred to collectively as the "System"), when you completely pay the purchase price described on the front page of this document. c. Conversion of Existing System. If you currently have existing and compatible equipment, we may utilize such equipment. We may elect to repair or replace your non-functioning existing equipment to provide our services and you agree to pay our current charges for replacement equipment and that any repairs needed to make the existing system operational will be performed on a time and material basis. We do not warrant equipment we do not install. d. Risk of Loss. Turner Security is not liable or responsible for any damage to our Equipment, or any loss of or casualty to the Equipment from any cause beyond our control. 4. Termination of Services; Default. (a) We may, at any time, terminate this Contract and the Services at our option without liability or notice to you if: (1) Our monitoring center, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Center or between our Center and Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of your System; (4) your System generates excessive false alarms due to circumstances beyond our control; (5) you or your personnel fail to follow our recommendations to repair or replace any defective parts of your System not covered under the Limited Warranty, or to follow operating instructions for or tamper with your System; or (6) For any reason in our discretion upon thirty (30) days prior notice to you. If we terminate for any of these reasons states, we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of such termination. (b) In addition, you shall be in breach, and we may at our option terminate this contract, and exercise our remedies for the payment of all sums due if: (1) You fail to pay any Charges or other monies due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue, (3) you breach any warranty contained herein or in any other agreement you have with us, or (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us when same is due, and such failure continues for thirty (30) days after we provide written notice to you ; (5) You deny us reasonable access to the Systems located in any of your Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate on delinquent amounts. You agree to pay all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Contract, including collection expenses, court costs, and reasonable attorneys' fees. (C) Any default under this Contract shall also be a default under any other contract or agreement between you and us. 5. Representations and Warranties. You represent and warrant that you (a) requested the Equipment and Services specified in this Contract for use in a commercial purposes and not for personal, family or household purposes, or for or on behalf of a third party, (b) own the Premises or otherwise have the

authority to authorize us to install such equipment in the Premises, and (c) will comply with all laws, codes, and regulations pertaining to your System or our Services. 6. We are Not an Insurer. YOU AGREE THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 9(A) BELOW: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR SERVICE 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 Failure 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 reasonable believe there is an emergency at your "Premises; (f) provide us any other emergency information we may request, and (g) promptly update us in writing with any changes to your Subscriber Sheet. Your failure to perform under this paragraph is a marital breach of this Contract. You agree that we may provide the information on the Subscriber Sheet to any governmental authority having jurisdiction over us or your System.

11. Services.

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

12. Limited Warranty. Subject to the limitation and exclusions set forth below, during the first one (1) year after installation, we will at our cost, repair or, at our option, replace any defective part of the equipment we install, including wiring (but not including disposable items such as batteries, and not including repairs needed to exterior

mounted devices), and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only and may not be enforced by any other person. The laws of your state may give you additional rights than those described herein.

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

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

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

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

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

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

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

full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, or any sale by us of your Account.

I, **Glenn Green** accept this proposal and the terms herein.



Signed 04/09/2025

PROPOSAL OPENED FROM
ggreen1@lavergetn.gov

IP ADDRESS	BROWSER	OPERATING SYSTEM
69.21.239.19	Edge v135	Windows 10

 This proposal has been locked for editing and secured with a digital fingerprint.



**TURNER
SECURITY**

Powered By



Voice Evac System Replacement

A PROPOSAL FOR

La Vergne Public Library Building

ggreen1@laveragnetn.gov
(615) 287-8627

148 International Boulevard
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 SigCom Voice Evac system that was damaged by a lightning strike with a Potter EVAX-25 Voice Evacuation System.

We will connect this system to the customers new Fire Panel.

Turner is installing a surge protector along with the Voice Evac Panel to try to avoid this happening in the future.

This proposal includes all equipment, installation 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

Voice Evac Panel

Items		Qty
	Evax Systems EVAX 25 Voice Evacuation Panel 25 Watt Amplifier, includes DMR, Temp	x1
	Ditek Corp DTK120HW SURGE PROT AC HARDWIRE	x1
	Ultratech IM-12120NB UltraTech IM-12120NB 12V, 12 Ah SLA Battery, NB Terminal	x2
	Labor Installation Labor Installation	
	Labor Trip Charge	

Financial Summary

	Subtotal	\$3,524.92
	Proposal Total	\$3,524.92

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 • \$1,762.46	Due Upon Acceptance
Payment 2	Outstanding Proposal Balance • \$1,762.46	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: May 6, 2025

Item #: 9.A.10. Emergency Purchase - Street Paving on Harmony Lane Due to Water Line Break.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Proposal - Paving - Harmony Lane

Summary:

This item is to approve the re-paving of Harmony Lane after a recent waterline break.

Background Information:

On Friday, April 25th, there was a water break on Harmony Lane that caused major damage to roughly 600 feet of the roadway. In order to repair it back to its original condition, staff is requesting to have Hawkins & Price Paving do the work.

Financial Summary:

The estimated cost to re-pave the damaged section is \$29,249.74. The work will be funded out of the water department budget, which currently has \$35,000.00 available in the operating budget for road repairs.

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: 4/29/25
Street: _____ Job Name: Harmony Lane
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$600.00

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

ASPHALT PAVEMENT

Standard Duty Pavement: (Asphalt Repair)

- Lay an average of 2" of asphalt binder and compact (625 sq yds)
 - Lay an average of 1.5" of asphalt topping and compact (625 sq yds)
- Cost ----- \$29,249.74

NOTE:

- 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: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

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

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. La Vergne Soccer Agreement

Summary:

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

Background Information:

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

Financial Summary:

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

Staff Recommendation:

Staff recommends approval.

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

Name of Organization: YMCA
Authorized Representative: Lance Westbrooks
Phone (Home): 615-259-9622 , ext. 76035
Location Requested: Veterans Memorial Park - Fields 5-8

Address: 1000 Church Street
City: Nashville
Phone (Work): 615-259-9622 , ext. 76035
Date/Time: August 2025 - October 2025
Purpose: Youth Soccer Program

I. The YMCA of Middle TN agrees to:

1. Provide the City with schedules of games and practices by August, 2025.
2. Provide staff and adult supervision for activities authorized at this site under this reservation.
3. Notify the Director of Parks and Recreation or Designee of any scheduling changes or cancellations.
4. Limit activities to the times, dates, and locations specified on this reservation.
5. After each YMCA usage, control and remove litter from the game fields, spectators' areas, parking lots, and other property used in connection with this reservation.
6. Abide by all rules and regulations of La Vergne Parks and Recreation regarding the use of park lands.
7. Complete YMCA Accident Reports (YMCA protocol) when an injury occurs.
8. Notify the Director of Parks and Recreation or Designee of the game fields, spectator areas, or any other property utilized in connection with this reservation that need repair.
9. Postpone or cancel any competition or practice that will physically damage the playing surfaces or related facilities as determined by the Director of Parks and Recreation.
10. The YMCA cannot be held directly responsible for any unauthorized use of facilities outside of non-scheduled league activities. The organizations shall reimburse the City for any expenses for damages caused by the activities of the over and beyond normal wear to the facilities.
11. Provide proof of public general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and name the City of La Vergne as an additional insured in said policy. The insurance shall be on an occurrence basis so that claims made at subsequent dates are covered. Said policy of insurance must be submitted to the City prior to the use of the park properties.
12. Indemnify, defend, and save harmless the City, its officers, employees, and representatives, from any and all liability arising from the use of properties, facilities, and equipment in the provision of activities under this reservation.
13. Agree that a material condition of this reservation is that the organization will not directly or indirectly deny participation or admittance to these activities to any person or persons on the basis of race, religion, color, sex, physical or mental handicap, ancestry, national origin, or

II. The City will:

1. Provide facilities of specified times, dates, and locations outlined on reservation form.
2. Maintain game fields, spectator areas, parking lots, and other property used in connection with reservation in a playable condition to the extent it is feasible to do so.
3. Prepare the playing surfaces at the start of the day for scheduled competition.
4. Determine when athletic facilities cannot be utilized due to inclement weather and/or unsafe playing conditions by 7 am on game dates and 4 pm on practice dates.
5. Provide reasonable accommodations for re-scheduling any competition postponed or canceled due to inclement weather and/or playing conditions. Such accommodations will be strictly limited to the availability of facilities and shall not interfere with any scheduled activity as determined by the Director of Parks and Recreation or Designee.
6. Provide the organization with an Expense Summary and backup for all claims made against the user for reimbursement of cost associated with damages to the facilities over and beyond normal wear to the facilities. Claims shall be inclusive of all material, labor, and equipment costs.

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

Signed: Lance Westbrooks Date: April 1, 2025

Print Name: Lance Westbrooks Title: Director of Association Sports

Approved By: _____ Date: _____

City Staff Signature / Title

Amount Paid: _____ Check#: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.C. Approve Annual User Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading League.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. 2025 RCCT USE AGREEMENT

Summary:

This is an annual User Agreement with Rutherford County Crimson Tide to operate the youth football league.

Background Information:

Attached is the user agreement between the City and Rutherford County Crimson Tide and Cheerleading. The term of this annual agreement shall be for one season, beginning on July 7, 2025, and continuing until November 23, 2025. The User will have the right to use the property during the term of this agreement.

Financial Summary:

The User agrees to pay the City a flat fee of \$2,000 to cover the costs of field maintenance. The fee is payable in two installments. The first payment of \$1,000 is due July 7, 2025. The second payment of \$1,000 is due November 24, 2025.

Staff Recommendation:

Staff recommends approval.

**USE AGREEMENT
BETWEEN
THE CITY OF LA VERGNE
AND
Rutherford County Crimson Tide Youth Football & Cheerleading League
FOR A
YOUTH FOOTBALL AND CHEERLEADING LEAGUE**

This Use Agreement made and entered into this 16 day of APRIL, 2025, by and between the City of La Vergne, Tennessee, hereafter referred to as "City," and Rutherford County Crimson Tide Youth Football & Cheerleading League, hereafter referred to as "User".

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

- a. The City agrees to allow User to use City park property as designated in Exhibit A (hereinafter, "Property"), attached hereto, for the sole purpose of conducting the youth football / cheerleading league. User agrees to comply with the terms of this Use Agreement, the rules and regulations of the La Vergne Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.
- b. User may provide for the sale of items at the concession stand during and immediately before and after football games. User shall comply with all Health Department Regulations and any existing agreements made by City for exclusive sale of certain products, and any and all other applicable laws, rules and regulations.

2. Term.

The term of this Use Agreement shall be from July 7, 2025, and continuing until November 23, 2025. The User shall have a non-exclusive right to use the property during the term of this Use Agreement, but only on the dates and at the times scheduled by the City as set forth in Exhibit B. The City reserves the right to schedule other activities at the Property on dates not in use by the User. User may not schedule any activity (practice, game) for the Property for a date or time other than as specified on Exhibit B, except as specifically approved by the Director of Parks and Recreation or the Director's designee.

3. City's Obligations.

- a. The City shall maintain the football field for the normal schedule on Exhibit B.
- b. The City shall maintain existing restroom facilities. This includes building repairs and maintenance for the restrooms, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms once per day. Additional cleanup and paper products shall be provided by the User.
- c. The City shall provide building maintenance for existing concession stand.
- d. The City shall maintain the parking areas.
- e. The City shall be responsible for providing trash liners for trash receptacles and for the disposal of trash and litter from such receptacles.

- f. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the fields unusable prior to 3:30 p.m. on scheduled game days, Monday through Friday, and shall make reasonable efforts to notify the official(s) designated by the User. User shall be bound by City's determination of usability. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department as soon as possible.
- g. The City shall pay for utility services (water, electricity) at the Property.
- h. City shall require that the User provide the City with the dates and times that the league will use the football field as set forth in Exhibit B no later than two weeks prior to the first scheduled game.
- i. The City shall provide a staff member to coordinate with the league relative to league activities.

4. User's Obligations.

- a. The User shall provide any additional maintenance of the football field required beyond the normal schedule but shall provide such maintenance only with the prior approval of the City.
- b. The User shall maintain the concession stands in a clean, safe, and healthy condition in accordance with local and state health department standards and regulations. The User shall not sell any alcohol or tobacco products. The User shall not sell any beverage or item not approved, prior to sale, by the Department. The User shall comply with all Health Department Regulations. Failure to keep the concession stands clean, safe and healthy shall result in the loss of concession privileges.
- c. The User must provide the City with a list of vendors not already established by the Property. All deliveries must be made on specific days and times agreed upon by the User and the City.
- d. User shall, within sixty (60) days of a request issued by City, provide a certified audit from the previous year which identifies and includes all revenues and expenses (entry fees, concessions, equipment, etc.). This certified audit must be completed by an auditing firm that is qualified to perform a financial and compliance audit in accordance with the requirements of the laws and/or requirements of the State of Tennessee.
- e. The User shall clean and secure all press box facilities, concession areas, offices, and adjacent areas on a daily/nightly basis on the dates specified on Exhibit B.
- f. The User shall maintain and leave the facility grounds litter-free. User will pick-up trash and litter and place into receptacles. User may use signage, frequent announcements, and labor by User's members and supporters to maintain clean and orderly facility and grounds.
- g. The User shall provide any first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood-borne pathogens.

- h. The User shall determine if the playing fields and facility are safe before any usage. User shall immediately advise the City of any defective or unsafe conditions on the Property, and shall not use any facility deemed unsafe until corrected.
- i. The User shall provide and pay referees during their playing season. The User shall also provide Scorekeepers during their playing season.
- j. The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ballfield lights on until at least 30 minutes before sunset and shall make sure the ballfield lights are kept off for fields not in use for official practice or games. On an overcast day, the ballfield lights may be turned on if the Parks and Recreation Director or Athletic Coordinator is notified and gives his/her approval.
- k. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and postseason games.
- l. The User shall provide access to any and all records of User, and shall respond to the City's requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement, and User shall provide copies of same to City if necessary. Such information shall be provided to the City within fourteen (14) calendar days.
- m. The User is responsible to notify all County and City agencies relating to the safe operation of the event.
- n. The User is responsible to provide enough staff to conduct the event in a safe and enjoyable manner, and will provide additional security if requested by the City.
- o. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Vendors shall comply with all state and city laws and regulations.
- p. User shall provide a written description of field requirements at least two weeks prior to the start of each season. In addition, User shall provide a complete schedule of all games to be played.
- q. User, at its own expense, shall perform criminal background screenings on all employees, managers, head coaches, assistant coaches, and regular volunteers of User working with children in this program. User shall provide a letter to the City before practices begin confirming that background checks have been completed. This letter shall include a list of all background checks and whether the applicant passed or failed the background check. A copy of all background checks shall be attached for the City's records and for verification purposes.
- r. The User will not practice on the football field as listed on Exhibit B. The User acknowledges that the football field usage is for scheduled games only.
- s. The User shall pay a flat fee of \$2,000.00 to the City of LaVergne to cover the cost of field maintenance. The fee is payable in two installments. The first payment of \$1,000.00 is due July 7, 2025. The second payment of \$1,000.00 is due on November 24, 2025.

5. User's Representations.

- a. User represents that it is a not-for-profit corporation under the Internal Revenue Code and shall provide City with proof of such status.
- b. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disabilities Act.
- c. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City as an additional insured. A certificate of insurance to this effect must be presented to the City at the time of signing this agreement.
- d. The User accepts the Property as suitable for the purpose of the Use Agreement. User shall protect and maintain the Property, except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of the Use Agreement as determined by City based on preseason and postseason inspections.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform to City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior written approval of the City and the approval of all appropriate City agencies.

9. Concessions Sales.

The sale of food and drinks on Property during the term of the Agreement will be allowed as follows:

User shall be responsible for purchasing any food or drinks that are sold at the concession stand. User will collect and keep all receipts, and will keep the books and make them available upon request from City. User will deposit all money received into its account from which the sales tax will be paid by User. It is the User's responsibility to see that all sales tax is lawfully collected and paid.

10. Indemnification.

User shall indemnify and hold harmless the City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees,

and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

11. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. The City may terminate this Use Agreement at any time, with or without cause. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the City may, but is not required to, give the User an opportunity to timely correct the default.

12. Amendment.

This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

In witness whereof, the City and User have executed this Use Agreement on the day and date first written above.

CITY OF LA VERGNE

Rutherford County Crimson Tide Youth
Football & Cheerleading League

By: _____

By: RICHARD BRYANT

Title: _____

Title: BOARD MEMBER, TREASURER

Date: _____

Date: 4/16/25

APPROVED AS TO FORM:

City Attorney

EXHIBIT LIST FOR
LEAGUE USE AGREEMENT

Exhibit A: Map or Designation of Property Reserved for the Event(s)

Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property

Exhibit C: User Certificate of Insurance (\$1,000,000 liability minimum)

Exhibit D: Athletic League Background Check Policy

Exhibit A

Map or Designation of Property Reserved for the Event(s)

(See Attached PDF)

**Football Field and Football Concession Stand
115 Floyd Mayfield Drive
La Vergne, TN 37086**

Exhibit B

Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property

Regular Season Dates:

- July 7, 2025 – November 23, 2025

Regular Season Times:

- Monday, Tuesday, Wednesday, Thursday: 5:00 P.M. through 9:00 P.M.
- Saturday and Sunday: 8:00 A.M. through 8:00 P.M.
- No Practices or Games Scheduled on Fridays

- Games and Practices will not be allowed on the following dates:

Movies in the Park (TBD)
Music in the Park (TBD)
La Vergne Carnival (TBD)

08/20/2025 – Howl at the Moon 5K
08/27/2025 – 08/31/2025 La Vergne Carnival
09/18/2025 – 09/22/2025 – Fall Festival
10/07/2025 – National Night Out
10/25/2025 – Zombie Walk / Goblins and Goodies

Exhibit C

User Certificate of Insurance (\$1,000,000 liability minimum)

(To be Attached by User)

Exhibit D

City of La Vergne Athletic League Background Check Policy

PURPOSE:

To define the process of criminal background checks for individuals wishing to participate in youth recreational leagues.

In order to provide the safest environment for the children of our community, the City of La Vergne will require a criminal background check annually for anyone wishing to serve in the following capacity: all employees, managers, head coaches, assistant coaches, and regular volunteers working with children.

DOCUMENT / FORM:

- Background Consent / Release Form

Each candidate is required to complete and sign a Background Consent and Release form authorizing the league to obtain criminal background information. It is the responsibility of the individual to complete and submit the necessary forms. Failure to submit these required forms will disqualify the candidate from further consideration as an employee, manager, head coach, assistant coach or regular volunteer working with the children.

DEFINITIONS OF OFFENSES:

1. Individuals will be disqualified if ever found guilty of the following crimes:
 - a. Any sex crimes against children
 - b. Any sexual offense
2. Any candidate will be disqualified if ever found guilty of any of the following within the past seven (7) years:
 - a. Any felony crime
 - b. Any crime involving violence
 - c. Any drug related crime
 - d. Any crimes of moral turpitude
 - e. More than one (1) alcohol offense
 - f. Any misdemeanor that may indicate a lack of integrity and/or character of an applicant
3. Should any candidate be approved but later charged with any sexual crime against a child or any crime described in section 2 during the season, he/she will be immediately suspended until charges have been cleared and dropped.
4. Multiple offenses, regardless of the disposition, may be grounds for disqualification.

PROCEDURES:

1. Once the background report is available, the league shall notify the applicant if any disqualifying information was reported on the background check. A copy of the report will be provided to the prospective applicant.
2. Any information disclosed during the criminal background review process shall be kept strictly confidential. The league and its members are not responsible for errors or omissions that may be reported.
3. If an applicant feels information is in error, it is the responsibility of the applicant to contact the reporting agency to resolve any discrepant information.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.D. Approve Interlocal Cooperation and Mutual Aid Agreement for the Combined Swift Water and Urban Search and Rescue Taskforce with the City of Murfreesboro and Rutherford County.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Interlocal Cooperation and Mutual Aid Agreement

Summary:

The fire department is seeking approval of an Interlocal Cooperation and Mutual Aid Agreement with the City of Murfreesboro Fire and Rescue and Rutherford County to provide swift-water rescue resources within the state and nationally.

Background Information:

The fire department is seeking approval of an Interlocal Cooperation and Mutual Aid Agreement that allows the department's swift water resources, including manpower and equipment, to operate within the State of Tennessee or nationally. This document will enable us to function as a team for Tennessee Emergency Management. This credential will soon be mandatory to serve in that capacity.

Financial Summary:

There is no financial obligation.

Staff Recommendation:

Staff recommends approval.

**INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT
FOR
COMBINED SWIFT WATER
AND
URBAN SEARCH AND RESCUE TASKFORCE**

This agreement is entered into by and among the City of Murfreesboro, City of LaVergne, and Rutherford County undersigned local government entities (“Participating Agencies”) (Participating Agencies are referred to collectively as “Agencies” and individually as “Agency”) in the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), as well as Section 58-8-103, authorizes local governments to provide one another with emergency assistance and aid by agreement; and,

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a Swift Water Rescue and Urban Search and Rescue Taskforce which will provide response and rescue services throughout Rutherford County and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101, *et seq.*, “Mutual Aid and Emergency and Disaster Assistance Act of 2004,” and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional Swift Water Rescue and Urban Search and Rescue Taskforce be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **CREATION AND PURPOSE.** The Swift Water Rescue and Urban Search and Rescue Taskforce (“Taskforce”) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swift water rescue and floodwater reconnaissance and evacuations.

2. **MANAGEMENT AND ADMINISTRATION.** The Agencies shall develop and adopt the program training, education, and membership requirements for members, and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. **CONTRIBUTION OF AGENCIES.** The Agencies agree to participate in the formation and operation of the Taskforce.

4. FINANCIAL MATTERS. The financial affairs of the Taskforce will be conducted in accordance with the state law and the procedures established by the State Comptroller, as well as each Agency's respective local laws and regulations. Each Agency will remain responsible for equipment needed by Taskforce members employed by their Agency.

5. PROPERTY OF THE TASKFORCE

5.1 Personal Property and Equipment. Each Agency will assist in making available the property and equipment necessary for the operation of the Taskforce. All property and equipment supplied by an Agency to the Taskforce will remain the property of the contributing Agency.

5.2 Real Property. The Taskforce has no authority to purchase real property or hold real property in the name of the Taskforce.

6. PERSONNEL MATTERS.

6.1 Taskforce Members. Taskforce members must be full-time, part-time, or volunteer members of a Participating Agency.

6.2 Employee Status and Benefits. Each member assigned to the Taskforce will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Any compensation for a member's participation in the Taskforce will be paid by the respective Participating Agency, and each member will retain all rights, privileges, and benefits offered by the respective Participating Agency, including, but not limited to, insurance, retirement, seniority, promotional consideration, and workers' compensation.

7. POLICIES. Members assigned to the Taskforce remain obligated to follow the rules and policies of the Taskforce and the Participating Agency employing them, with any policies of the Participating Agency taking precedent over any rules and policies of the Taskforce as it relates to the member's employment by the Participating Agency.

8. STATUS OF SWIFT WATER RESCUE TEAM MEMBERS. The Participating Agencies agree that all members assigned to the Taskforce will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES.

9.1 Members Assigned to the Taskforce Remain Employees of Employing Agency. Each member assigned to the Taskforce will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Taskforce activities will be assumed by the employing Agency in the same manner and

to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the Taskforce.

Taskforce members will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such members be considered the employee of any other Agency or of the Taskforce.

9.2 No Assumption of Liability for Non-Employees. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Taskforce.

10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayors of the other Participating Agencies at least ninety (90) days prior to the effective date of the withdrawal. The Agreement will be completely terminated by agreement of the Participating Agencies or where there is only one local government which has not withdrawn.

11. ADDITION OF PARTIES. Local governmental entities with resources and personnel that have completed the membership requirements of the Taskforce may become parties to this Agreement by providing notice to the authorized representative of the other Participating Agencies. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. MISCELLANEOUS.

12.1 This Agreement is by and between independent governmental agencies and is not intended to and may not be construed to create a relationship of agent, servant, employee, or association.

12.2 The employees of each Participating Agency are solely the officers, agents, or employees of the entity that hired them. Each party assumes any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each party's employees. The Participating Agencies shall not be liable for compensation or indemnity to the other Participating Agencies' employees for injury or sickness arising out of the employees participating in the Taskforce.

12.3 The parties may not assign any rights or duties under this Agreement to a third party without the written consent of all the other parties.

12.4 Each Participating Agency acknowledges that as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (GTLA), T.C.A. §§ 29-20-101 *et seq.* As to any injury suffered by the other party, each party accepts responsibility for the acts or

omissions of its own employees, officials, and agents, whether or not those acts or omissions are the result of intentional, knowing, reckless, or negligent conduct, to the extent that any act or omission injured the other party and to the full extent of the limits of liability set forth in the GTLA for governmental entities. To the extent permitted by Tennessee law, each party agrees to indemnify and hold harmless the other party for the acts and omissions of its own employees. Notwithstanding the foregoing, nothing herein waives or limits sovereign immunity under Tennessee law, including, but not limited to, the GTLA.

12.5 All Participating Agencies agree to comply with any applicable federal, state, and local laws and regulations.

13. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

14. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is approved by the city mayors, or other authorized representatives of the Participating Agencies, pursuant to the resolution of each Agency's governing body authorizing them to so execute.

SIGNATURES APPEAR ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

Participating Agency – City of Murfreesboro

Shane McFarland, Mayor

Executed: _____
Date

Approved as to Form and Legality: _____
Adam Tucker, City Attorney

Participating Agency – Rutherford County

Joe Carr, Mayor

Executed: _____
Date

Approved as to Form and Legality: _____
Nicholas Christiansen, County Attorney

Participating Agency – City of La Vergne

Jason Cole, Mayor

Executed: _____
Date

Approved as to Form and Legality: _____
Evan Cope, City Attorney



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.E. Approve Amendment #1 to the Professional Services Agreement with Lambe + Associates, LLC for Programming of Future Expansion Space in the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Amendment #1 - PSA with Lambe + Associates LLC

Summary:

The project will consist of programming the spatial needs (Including site parking requirements), and to develop a workable schematic floor plan layout within the PW&CDS Building Future Expansion Area for approval by the City which can then be used to generate a projected cost estimate for the work. Once the plan layout and probable costs have been identified and approved by the city, Lambe + Associates, LLC (L+A) will solicit fee quotes from the appropriate engineering consultants to provide you with a total estimate of probable project costs including design fees.

Background Information:

On September 01, 2021, the City of La Vergne entered into a Professional Services Agreement (PSA) with Lambe + Associates LLC for the design and construction oversight of the Public Works & Community Development Services (PW&CDS) Building for La Vergne. That building is operational. Through discussions with the city during the programming phase for the overall building, roughly 15,000 square feet of Future Expansion Area was included in the design. The purpose of this modification is to prepare information for city's use in determining the best and most efficient use of that space.

Financial Summary:

Original Contract Amount: \$768,570.00

Amendment #1:	\$26,500.00
New Total Contract Amount:	\$795,070.00

Staff Recommendation:

Staff recommends approval.

Modification #01

Modification to: Professional Services Agreement (PSA) between the City of La Vergne and Lambe + Associates, LLC dated 01 September 2021

Purpose: Provide architectural programming services as described in Exhibit “E” attached to this document as an addition to the original PSA .

Description: Program the spatial needs for the city Human Resources, Public Relations, Economic Development, and Finance departments (including site parking requirements), and to develop a workable schematic floor plan layout within the PW&CDS Building Future Expansion Area for approval by the City which can then be used to generate a projected cost estimate for the work. This simplified estimate of probable costs will be based on current industry trends and general costs per-square-foot averages for similar construction projects in our geographic locale. Once the plan layout and probable costs have been identified and approved by the city, Lambe + Associates, LLC (L+A) will solicit fee quotes from the appropriate engineering consultants to provide you with a total estimate of probable project costs including design fees. These budget figures can then be used to seek approval from the City’s Board of Alderman in order to fund the project.

Contract Cost:	Original Contract Amount:	\$768,570.00
	Modification #01:	<u>\$ 26,500.00</u>
	New Total Contract Amount:	\$795,070.00

Schedule: Contract Duration: Changes from 608 Calendar Days to 1582 Calendar Days which makes the revised suspense date 31 December 2025.

Other Changes: There are no other changes to the original PSA.

Signed by the City of La Vergne

Signed by Lambe + Associates LLC

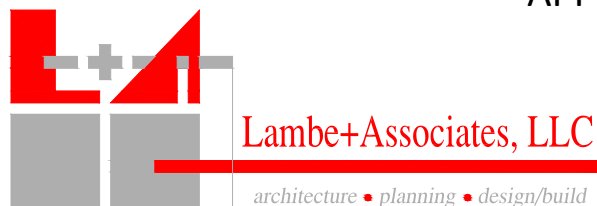
Mayor Jason Cole

Timothy Lambe

Date

Date

APPENDIX E



March 24, 2025

Gary Lide, P.E., Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**RE: Visioning Proposal for Build-out at Area 'E' of the
Public Works and Community Development Services Facility
City of La Vergne, Tennessee**

Dear Gary,

Thank you for the opportunity to continue our work with you and the City of La Vergne, Tennessee. We have enjoyed working with you and the city as we near completion of the new Public Works and Community Development Services facility. Now, as we look to explore possible uses for the second-floor expansion space, we also look forward to the possibility of another successful project.

BACKGROUND

The original PW/CDS building design included approximately 11,642 square feet of expansion space on the second floor (*referred to as Area 'E'*). As we understand, the City of La Vergne wishes to investigate design options to build out a portion of the space for several of the offices and departments currently housed in the existing City Hall building. As discussed in our meeting on 03.03.25, those departments include:

- Human Resources,
- Public Relations,
- Economic Development,
- Taxes, and
- Finance.

Finally, you have identified additional space needs such as a large storage room, conference room(s), and uniform storage. Toilets for the build-out space are existing in close proximity and are not included in this work.

SCOPE OF WORK

Based on our recent discussions with you, the objective of this project is to program the spatial needs for the city staff referenced above (*including site parking requirements*), and to develop a workable floor plan layout for approval by the City which can then be used to generate a projected cost estimate for the work. This simplified estimate of probable costs will be based on current industry trends and general costs per-square-foot averages for similar construction projects in our geographic locale. Once the plan layout and probable costs have been identified and approved by you, Lambe + Associates, LLC (L+A) will solicit fee quotes from the appropriate engineering consultants to provide you with a total estimate of probable

project costs including design fees. These budget figures can then be used to seek approval from the City's Board of Alderman in order to fund the project.

DELIVERABLES

Lambe + Associates, LLC (L+A) will collaborate with you and the City of La Vergne to meet your objectives within the given criteria. Following approval of the **Programming** and **Schematic Design** phases by the City, deliverables will include the following:

- *Written Program of Space Requirements,*
- *Final Floor Plans,*
- *Estimate of Probable Construction Costs, and*
- *Architectural and Engineering Design Fees for developing Construction Documents.*

SCHEDULE OF FEES

L+A's fee for professional services for the **Programming** and **Schematic** design phases will be performed on a not-to-exceed hourly basis, based on the estimated time required to complete each task as described above at our current hourly rates (*copy attached as Exhibit A*). Should additional architectural or engineering services be required beyond those described above by either you, The City of La Vergne, or other entities, L+A will work with you to provide these additional services at a fee to be negotiated at that time. Reimbursable expenses in addition to the hourly fees include all printing costs and/or 3-D renderings. Such expenses would be billed with a 1.2 percent mark-up to cover administrative costs, but only after prior approval by you. L+A will invoice upon completion of each phase of work, or monthly, whichever comes first, and payment is due at that time.

We propose the following fees for this phase of work as described above:

Programming and Schematic Design Phases: ***\$26,500 hourly, not-to-exceed***

Again, Lambe + Associates, LLC appreciate the opportunity to continue our work with you and the City of La Vergne on this project.

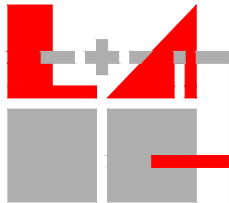
Please feel free to contact me at 615.973.4290 should you have any questions regarding this proposal.

Sincerely,

Lambe + Associates, LLC



Timothy A. Lambe, AIA, NCARB, CSI
President



Lambe+Associates, LLC

architecture • planning • design/build

Exhibit A

LAMBE + ASSOCIATES, LLC

HOURLY RATE SCHEDULE

Updated June 1, 2022

Senior Principal Architect	\$ 250.00 per hour
Senior Project Manager Architect	\$ 195.00 per hour
Senior Architect	\$ 165.00 per hour
Project Architect	\$ 145.00 per hour
Junior Architect	\$ 120.00 per hour
Specifications Writer	\$ 105.00 per hour
Architect On-Site	\$ 95.00 per hour
CADD Technician	\$ 95.00 per hour
Administration	\$ 75.00 per hour

ORIGINAL PROFESSIONAL SERVICES AGREEMENT

City of La Vergne Tennessee Professional Services Agreement

The City of La Vergne, Tennessee, hereinafter referred to as the "City" whose principal administrative offices are located at 5093 Murfreesboro Road, La Vergne, TN, 37086 and Lambe + Associates, LLC, hereinafter referred to as the "Consultant", whose principle offices are located at 106 Mission Court, Suite 303, Franklin, Tennessee 37067, hereby enter into this Professional Services Agreement, hereinafter referred to as the "Agreement" effective this 1st day of September, 2021, Hereinafter referred to as the "Effective Date" of this Agreement.

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in exhibit "A" of this agreement related to the Public Works and Community Development Services Facility for the City of La Vergne, Tennessee. Project includes design development, construction documents, bidding, and construction administration to construct a 47,500 square foot facility for the Public Works Department and Community Development Services building to consolidate and house several City departments as further described in exhibit "A".

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$768,570.00

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates 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.
- B. Change orders will only be considered in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed work 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 work done 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 work to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 608 (six hundred eight) calendar days
- 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 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. Work performed 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. The City will review and approve, deny, or request modification of the invoice based on deliverables, project updates, work summaries, and other relevant information
- C. 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. Accounting of work and materials provided based on rate schedule 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

4.02- Sales Tax

- A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 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 work 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 conduct work in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession

- 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 work products, 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 work products
- B. Consultant may rely upon the work of 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 all 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 consultants 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
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- ~~C. The City project manager will review invoices, work 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 work 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
- B. The City may share as necessary any work product 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 one million dollars (\$1,000,000) per employee for bodily injury by accident, one million dollars (\$1,000,000) per employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit for disease
 - 4. Professional Liability Insurance covering consultants 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

- A. 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

- A. 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

- A. 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

9.02- City Obligation

- A. The City will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent act

Section 9- Termination and Suspension

9.01- Suspension

- A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 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

9.02- 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

9.03- Termination for convenience

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

9.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver work products 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 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 10- Controlling Law

10.01- Controlling Law

- A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
- B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 11- Assignment, Bind Effect, Severability

11.01- Assignment

- A. 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

11.01- Binding Effect

- A. 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

11.02- Severability

- A. 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 12- Dispute Resolution

12.01- Notice of Dispute

- A. Notice of a dispute will be provided in a formal letter or email
- B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
- C. Notice of Dispute by the Consultant will be delivered to the City project manager

12.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
- B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding mediation with a neutral third party mediator that shall be mutually agreed upon
- C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American

Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 13- Force Majeure

13.01- Force Majeure

- A. 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

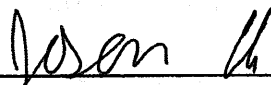
14.01- Entire Agreement

- 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

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

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.



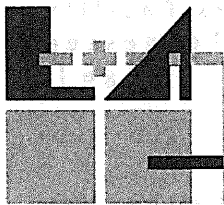
City of La Vergne

By: Jason Cole
Mayor



Consultant

By: Timothy A. Lambe, AIA/NCARB/CSI
President, Lambe + Associates, LLC



Lambe+Associates, LLC

architecture • planning • design/build

EXHIBIT "A"

City of La Vergne, Tennessee

Public Works and Community Development Services Facility

Scope of Work

I BACKGROUND

In 2020, Lambe + Associates, LLC (L+A) was contracted by Civil & Environmental Consultants, Inc. (CEC) to provide architectural services for the City of La Vergne (City) to develop a spatial program and a schematic design concept for a new building for Public Works and to consolidate several other departments. Following the conclusion of the contract, the City approved the spatial program, site plan, and building design concept. The final product was published and presented to the City as *Programming and Schematic Design for a new Public Works and Community Development Facility*, dated 08.12.21, and is the basis of design, and herein referred to as the "PSD Document".

II SCOPE OF WORK

L+A will provide professional design services, project management, and bid documents necessary to permit and construct the building, including sitework. L+A will also assist the City with bidding and construction administration services. The basis of design shall be the previously approved PSD document. The rights, responsibilities, and relationship with the Owner, Consultant, and Contractor shall be those as established by *AIA Document A201-2007 General Conditions of the Contract for Construction* except where superseded by the requirements of the *City of La Vergne, Tennessee Professional Services Agreement* of which this exhibit is supplemental.

Specifically, L+A and our consultants will provide the following service disciplines:

- Architecture (Lambe + Associates, LLC)
- Civil Engineering (Civil & Environmental Consultants, Inc.)
- Landscape Design (Civil & Environmental Consultants, Inc.)
- Structural Engineering (KSi Structural Engineering)
- Mechanical and Plumbing Engineering (Harpeth Park Engineering, LLC)
- Electrical Engineering (Harpeth Park Engineering, LLC)
- Fire Protection (TK Engineering Company, PLLC)

The Work scope will be divided into the following phases:

- Design Development
- Construction Documents
- Bidding and Negotiation
- Construction Administration

The final construction documents package will consist of drawings and technical specifications. We assume the "front end" portion of the Project Manual (Bid Announcement, Instruction to Bidders, contracts, etc.) will be provided by the City of La Vergne, utilizing their standard documents, and that these can be forwarded to L+A in a Word format for our use.

III INCLUDED IN THE SCOPE OF WORK

L+A and our team will provide professional services as described for the following:

Site Design and Landscape

The project team will work to coordinate civil and landscape plans with the building design, including the following:

- Coordinate with mechanical, electrical, and plumbing (MEP) designers to help reduce conflict points on the site
- Provide structural design for sitework structural items shown on the civil plans
- Provide Construction Quality Assurance (CQA) services to assess if the site earthwork, building foundations and floor slab construction is performed in general accordance with the project plans and specifications. We will provide engineering technician to observe and document site earthwork, foundation bearing soils, reinforcing steel, and site concrete construction procedures only. Structural drawings, project specifications or a project specific Statement of Special Inspections were not available at the time of this proposal; therefore, the proposed CQA services for the site earthwork, foundation bearing, and foundation/floor slab concrete construction are based on our knowledge of the subsurface conditions at the site, review of the civil plans and preliminary construction schedule.
- For the earthwork and building foundation CQA scope, we will perform field density tests, obtain representative samples of proposed fill materials for quality control testing, and observe foundation excavations and foundation bearing soils. CEC anticipates that the following CQA services will be required for the earthwork and foundation bearing portion of the project.

Primary Building Structure

The project team will refine the PSD concept design and prepare permit and construction documents for the main Public Works and Community Development Services (PW/CDS) building. This building is 47,500 square feet and is subdivided into two distinct areas - the PW and CDS wings. We anticipate the PW wing will be a 1-story pre-engineered metal building (PEMB) structure, concrete slab on grade, brick veneer, and standing seam metal roof. There will be two separate steel equipment mezzanines interior.

The CDS wing is anticipated to be a 2-story conventionally framed (steel with metal studs) structure, concrete slab on grade, and standing seam metal roof. Other features of the building include a loading dock bay, drive-up transaction windows, and vehicle maintenance bays. Our team will provide design requirements for water and compressed air distribution in these bays.

Exterior Structures

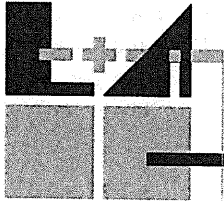
The project team will provide design services for the following stand-alone structures on site:

- Dumpster Enclosure (foundation, slabs, walls, and gate)
- One Enclosed Shed 25'x190' (foundation, slab, walls, roof structure, power, heat)
- One Covered Shed 25'x190' (foundation, slab, roof structure, power)
- Salt Dome Foundation Pad (dome covering assembly anticipated to be pre-fab)
- Concrete Bulk Bins 14'x120' (foundation, walls, roof structure)
- Fuel Island, approx.. 40'x40' (foundation, slab, canopy structure, power)
- Generator Concrete Pad
- Transformer Concrete Pad
- Wash Station (slab, walls, power, water)
- Monument Sign
- Site Retaining Walls

IV ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- Fuel station fuel pumps, tanks, piping, and/or distribution systems
- Maintenance bays fuel, oil, and/or other fluid piping and distribution systems
- Wash Station equipment (except to provide water and power)
- Greenway lighting design
- Geotechnical Survey
- 3-D renderings
- Special Permits or other long lead time items
- Work resulting from corrections required due to errors and omissions by the Contractor
- Work resulting from changes required to facilitate construction procedures requested after the release of the contract documents
- Work related to value engineering exercises and/or changes to the documents requested after the release of the contract documents
- Work resulting from changes made in information or services furnished by others after completion of the contract documents
- Reimbursable expenses as defined in section 2.02 Basis of Compensation in the PSA

End of Exhibit "A"



Lambe+Associates, LLC

architecture • planning • design/build

EXHIBIT "B"

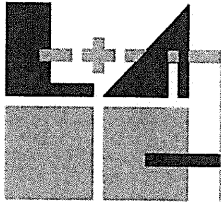
City of La Vergne, Tennessee

Public Works and Community Development Services Facility

Hourly Rate Schedules

Hourly Rate Sheets attached for:

- Lambe + Associates, LLC
- Civil & Environmental Consultants, Inc.
- KSi Structural Engineering
- Harpeth Park Engineering, LLC
- TK Engineering Company, PLLC



Lambe+Associates, LLC

architecture • planning • design/build

LAMBE + ASSOCIATES, LLC

HOURLY RATE SCHEDULE

Updated June 1, 2020

Senior Principal Architect	\$ 250.00 per hour
Senior Project Manager Architect	\$ 195.00 per hour
Senior Architect	\$ 165.00 per hour
Project Architect	\$ 145.00 per hour
Junior Architect	\$ 120.00 per hour
Specifications Writer	\$ 105.00 per hour
Architect On-Site	\$ 95.00 per hour
CADD Technician	\$ 95.00 per hour
Administration	\$ 75.00 per hour

Municipal Services Fee Schedule

January 1, 2021 through December 31, 2021

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$230
Principal.....	\$200
Senior Project Manager	\$183
Project Manager III	\$173
Project Manager II	\$157
Project Manager I	\$132
Assistant Project Manager	\$114
Project Consultant / Geologist / Ecologist / Environmental Scientist.....	\$105
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$96
CAD Designer	\$110
Draftsperson / CADD Operator.....	\$68
Senior Field Technician.....	\$87
Environmental Technician./ Intern.....	\$51
Senior Land Surveyor	\$140
Assistant Project Surveyor.....	\$100
Survey Technician IV	\$96
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$60
Administrative Assistant.....	\$66
Administrative Manager	\$78

DIRECT EXPENSES

Automobile Mileage	Current IRS Rate
Computer / CADD Usage	\$15/hour
Survey Equipment Usage.....	\$12/hour
In-House Equipment Usage.....	per daily rates
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Reimbursables	Cost plus 10%

SUBCONTRACT SERVICES

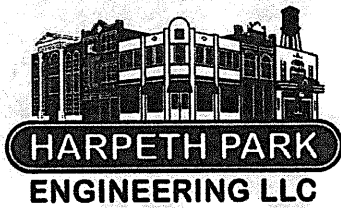
Services @ Cost Plus 10%

132.00
21.00
100.00



KSi Standard Hourly Rates 2021

Senior Principal	\$260.00
Principal	\$190.00
Senior Engineer	\$160.00
Professional Engineer	\$130.00
Staff Engineer	\$100.00
Drafting Manager	\$150.00
Senior Drafter	\$105.00
Drafter	\$ 90.00
Office Manager	\$110.00
Administrative Assistant	\$ 75.00



P.O. Box 81
Franklin, TN 37179
Phone (615) 814-6001

Engineering Hourly Rates

August 17, 2021

Senior Engineer (Principal): \$250.⁰⁰/hr

Staff Engineer: \$150.⁰⁰/hr

Senior Designer: \$100.⁰⁰/hr

Draftsman: \$75.⁰⁰/hr

Administrative Staff: \$50.⁰⁰/hr

From: tlambe@comcast.net
To: tlambe@comcast.net
Subject: FW: LaVergne Public Works
Date: Friday, August 20, 2021 12:30:39 PM

-----Original Message-----

From: steveescue@comcast.net <steveescue@comcast.net>

Sent: Tuesday, August 10, 2021 10:28 AM

To: tlambe@comcast.net

Subject: RE: LaVergne Public Works

PE hourly \$150.00

Designer hourly \$75.00

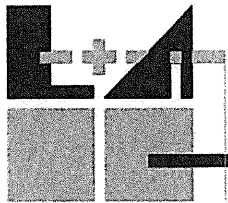
Steve L. Escue P.E.

TK Engineering Co, PLLC

PO Box 1731

White House, TN 37188

615-566-3614



Lambe+Associates, LLC

architecture • planning • design/build

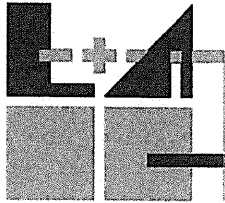
EXHIBIT "C"

City of La Vergne, Tennessee

Public Works and Community Development Services Facility

Project Design Schedule

1. Execute Owner/Architect Agreement	2 Weeks
2. Notice to Proceed	1 day
3. Design Development Phase	8 weeks
4. Construction Documents Phase	20 weeks
5. Bid and Negotiation Phase	5-6 weeks
6. Evaluation of Bids and Notice to Award	2 weeks
7. Permit Code Review	6 weeks
8. Construction Duration (est.)	14 months



Lambe+Associates, LLC

architecture • planning • design/build

EXHIBIT "D"

**City of La Vergne, Tennessee
Public Works and Community Development Services Facility**

Insurance

1. General Liability Policy
2. Automobile Policy
3. Worker's Compensation (N/A)
4. Professional Liability Policy and Certificate of Insurance

Spectrum®

Business Owner's Policy





PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:
\$ \$14.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which

would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions which may be included on this Policy.

F. All other terms and conditions remain the same



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



IMPORTANT NOTICE TO POLICYHOLDERS

ERISA - EMPLOYEE DISHONESTY

You are receiving this notice because your renewal policy contains ERISA-EMPLOYEE DISHONESTY.

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that sets rules and standards of conduct for private sector employee benefit plans and those that invest and manage their assets. One of ERISA's requirements is that people who handle plan funds and other property must be covered by a fidelity bond to protect the plan from losses due to fraud or dishonesty.

Please be advised that on or before the beginning of each plan year, the plan administrator or other plan fiduciary must ensure that the plan has the legally required bonding amount for the individuals who will handle the plan's funds and other property. If necessary, the plan administrator or other plan fiduciary may need to obtain appropriate adjustments or additional protection to ensure that the coverage will be in compliance for the new plan year.

If you wish to adjust the amount of your ERISA fidelity bond, please reach out to your agent or Hartford representative.



IMPORTANT INFORMATION FOR TENNESSEE POLICYHOLDERS

IN THE EVENT YOU NEED TO CONTACT SOMEONE ABOUT THIS POLICY, PLEASE CONTACT YOUR HARTFORD AGENT. If you have additional questions, you may contact The Hartford at the address stated below.

SERVICING OFFICE:

THE HARTFORD
3600 WISEMAN BLVD.
SAN ANTONIO
(800) 447-7649

TX 78251

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE MAKE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

48 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
90 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
JZ insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 52 SBA JZ9048 SC

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: LAMBE & ASSOCIATES, LLC
(No., Street, Town, State, Zip Code)
106 MISSION CT STE 303
FRANKLIN TN 37067

Policy Period: From 06/11/21 To 06/11/22 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: HALL AND COMPANY
Code: 810139

Previous Policy Number: 52 SBA JZ9048

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$703

Countersigned by *Sueann L. Castaneda*
Authorized Representative

03/30/21
Date

SPECTRUM POLICY DECLARATIONS (Continued)**POLICY NUMBER:** 52 SBA JZ9048

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

106 MISSION CT STE 303

FRANKLIN

TN 37067

Description of Business:

Architects & Architecture Services

Deductible: \$ 500 PER OCCURRENCE**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE****BUILDING**

NO COVERAGE

BUSINESS PERSONAL PROPERTY**REPLACEMENT COST**

\$ 81,800

PERSONAL PROPERTY OF OTHERS**REPLACEMENT COST**

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

\$ 10,000

OUTSIDE THE PREMISES

\$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 52 SBA JZ9048

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

STRETCH PLUS COVERAGE:FORM SS 04 88
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS	\$ 50,000
COVERAGE:	
FORM SS 40 93	
THIS IS THE MAXIMUM AMOUNT OF	
INSURANCE FOR THIS COVERAGE,	
SUBJECT TO ALL PROPERTY LIMITS	
FOUND ELSEWHERE ON THIS	
DECLARATION.	
INCLUDING BUSINESS INCOME AND EXTRA	
EXPENSE COVERAGE FOR:	30 DAYS

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 52 SBA JZ9048

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:

12 MONTHS ACTUAL LOSS SUSTAINED

ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:

30 DAYS
30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS
HAZARDOUS SUBSTANCES
EXPEDITING EXPENSES

\$ 50,000
\$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE
FORM SS 41 12

\$ 15,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 52 SBA JZ9048

BUSINESS LIABILITY**LIMITS OF INSURANCE****LIABILITY AND MEDICAL EXPENSES**

\$1,000,000

MEDICAL EXPENSES - ANY ONE PERSON

\$ 10,000

PERSONAL AND ADVERTISING INJURY

\$1,000,000

**DAMAGES TO PREMISES RENTED TO YOU
ANY ONE PREMISES**

\$1,000,000

AGGREGATE LIMITS**PRODUCTS-COMPLETED OPERATIONS**

\$2,000,000

GENERAL AGGREGATE

\$2,000,000

EMPLOYMENT PRACTICES LIABILITY

COVERAGE: FORM SS 09 01

EACH CLAIM LIMIT

\$ 10,000

DEDUCTIBLE - EACH CLAIM LIMIT

NOT APPLICABLE

AGGREGATE LIMIT

\$ 10,000

RETROACTIVE DATE: 06112012

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The **Limits of Insurance** stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES****HIRED/NON-OWNED AUTO LIABILITY**

\$1,000,000

CYBERFLEX COVERAGE

FORM SS 40 26

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 52 SBA JZ9048

BUSINESS LIABILITY OPTIONAL COVERAGES
(Continued)

LIMITS OF INSURANCE

UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 52 SBA JZ9048

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 60 09 15	SS 00 61 07 19	SS 00 64 09 16	SS 84 17 09 07
SS 01 45 03 97	SS 42 06 03 17	SS 04 19 04 09	SS 04 22 07 05
SS 04 30 07 05	SS 04 33 04 05	SS 04 38 09 09	SS 04 39 07 05
SS 04 41 03 18	SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05
SS 04 46 09 14	SS 04 47 04 09	SS 04 78 12 17	SS 04 80 03 00
SS 04 86 03 00	SS 04 88 09 07	SS 40 18 07 05	SS 40 26 03 17
SS 40 93 07 05	SS 41 12 12 17	SS 41 51 10 09	SS 41 63 06 11
IH 10 01 09 86	SS 05 06 03 14	SS 05 47 09 15	SS 41 75 09 15
SS 50 04 06 04	SS 50 57 04 05	SS 51 11 03 17	SS 09 01 12 14
SS 09 67 09 14	SS 09 70 12 14	SS 09 71 12 14	IH 99 40 04 09
IH 99 41 04 09	SS 83 76 12 20	SS 89 93 07 16	SS 12 23 06 11



STRETCH PLUS SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Stretch Plus Coverage form SS 04 88 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 88 to determine the scope of your insurance protection.

The Limit of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Coverage	Limit
Accounts Receivable – On/Off-Premises	\$ 50,000
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Computers and Media	\$ 50,000
Contract Penalty	\$ 1,000
Debris Removal	\$ 25,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers – Worldwide Coverage	\$ 10,000
Off Premises Utility Services – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Personal Property of Others	\$ 10,000
Property at Other Premises	\$ 25,000
Salespersons' Samples	\$ 25,000
Sewer and Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 50,000
Temperature Change	\$ 25,000
Tenant Building Coverage-Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000
Valuable Papers and Records – On/Off-Premises	\$ 50,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 25,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 50,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 50,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	90 Days

The following changes apply only if the Special Property Coverage Form applies to this policy. The Limits of Insurance for the following Additional Coverages are a replacement of the limit of insurance provided under the Special Property Coverage form:

Coverage	Limit
Precious Metal Theft Payment Changes	\$ 25,000
Theft of Patterns, Dies, Molds and Forms	Up to Business Personal Property Limit

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2021

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

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

PRODUCER AssuredPartners of Washington, LLC 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Rachel Sheridan
	PHONE (A/C, No, Ext): 360-930-6094 FAX (A/C, No): 360-930-6094
	E-MAIL ADDRESS: rachel.sheridan@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Company
	INSURER B: Hudson Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 887655006	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		52SBAJZ9048	6/11/2021	6/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		52SBAJZ9048	6/11/2021	6/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab Claims Made		PRB 06 19 111092	1/9/2021	1/9/2022	Per Claim Aggregate \$1,000,000 \$2,000,000

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

The certificate holder is an additional insured per the attached.

The City of La Vergne, TN

5093 Murfreesboro Road

La Vergne, TN 37086

CERTIFICATE HOLDERThe City of La Vergne, Tennessee
5093 Murfreesboro Road
La Vergne TN 37086**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Bonnie North

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.F. Approve Professional Services Agreement with Wold Architects and Engineers for the Design of Renovations for Fire Station #43.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Contract with Wold for Design of Fire Station 43 Renovation

Summary:

The project will consist of programming and schematic design for renovations to Fire Station #43 to make much-needed improvements. Programming and Schematic Design is the first ten percent of the design process. It will provide enough design and cost information to help the city make a determination regarding the best way forward on this project.

Background Information:

Fire Station #43 was a part of the La Vergne Fire Department system pre-dating the present city-run department. It was built in 2005 and has had several renovations. The building infrastructure has issues in need of repair and the layout of the building does not meet the present needs of the department. This is the first step in getting those renovations completed.

Financial Summary:

Phase One (Programming and Schematic Design):	\$27,800
Phase Two (Design Development):	TBD
Phase Three (Construction Drawings):	TBD
Phase Four (Construction Observation):	TBD

Staff Recommendation:

Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

Design of Fire Station 43 Improvements

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in exhibit "A" of this agreement related to the Design for the Improvements of Fire Station 43, 301 Bill Stewart Boulevard, La Vergne, Tennessee to include architectural, structural, electrical, HVAC, and plumbing upgrades and renovations.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$27,800 for the Programming and Schematic Design Phase. The amounts for following phases are not a part of this original contract but may be added by change order as the scope of work is further defined in accordance with the Change Order process set forth in Article 2.03 of this Agreement and the Consultant's Fee Proposal, attached to this document as exhibit "E". At the time of the execution of this Agreement, the Consultant's fee for bidding and construction observation services has not been determined. Prior to the Consultant proceeding with such services, the City and Consultant shall agree on a corresponding fee which shall be authorized through a Change Order incorporated herein in accordance with Article 2.03 of this Agreement.

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the actual cost to the Consultant plus ten percent (10%) of the expenses incurred.
- 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.
- B. Unless otherwise allowed under this Agreement, change orders will only be considered in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed work is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule or as indicated in Exhibit "E", the Consultant's fee proposal.
- 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. Any work done outside the scope of the Contract or 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 work to be performed hereto attached as Exhibit "C"
- B. The Contract duration shall be as identified in Exhibits "C" and "E" or as otherwise determined by the City and Consultant.
- 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 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. Work performed 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. Accounting of work and materials provided based on rate schedule in exhibit "B"
7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager

4.02- Sales Tax

- A. The City is a tax exempt entity, invoices showing sales or use tax may be rejected. However, the city cannot pass down tax-exempt status to consultants and consultants must pay all required taxes.

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 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 work 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 conduct work 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 and

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 work products, 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 work products
- B. Consultant may rely upon the work of 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 all 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 consultants 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
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, work 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 work 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. If the City reuses or modifies the Work Product without the involvement or consent of the Consultant, the City shall remove the names and signatures of the Consultant and its sub-consultant(s) from the Work Product prior to such reuse or modification.
- B. The City may share as necessary any work product 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
- D. Notwithstanding the foregoing, the Consultant and its sub-consultant(s) do not convey to the City their unique or proprietary design techniques or concepts as may be employed in the final Work Product.

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 one million dollars (\$1,000,000) per employee for bodily injury by accident, one million dollars (\$1,000,000) per employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit for disease
 4. Professional Liability Insurance covering consultants 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

- A. 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

- A. 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

- A. 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, but only 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

9.02- City Obligation

- A. The City will, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent act, error, or omission.

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 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

- A. 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 work products 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

11.01- Controlling Law

- A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
- B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

- A. 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

- A. 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

- A. 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- Dispute Resolution

13.01- Notice of Dispute

- A. Notice of a dispute will be provided in a formal letter or email

- B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
- C. Notice of Dispute by the Consultant will be delivered to the City project manager

13.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
- B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding mediation with a neutral third party mediator that shall be mutually agreed upon. Fee for the cost of mediation shall be shared equally by both parties
- C. If mediation fails to resolve the dispute, or a mutually agreeable mediator cannot be found, the matter shall be decided by arbitration in accordance with the American Arbitration Association. A panel of three arbitrators shall be required for any dispute in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final. Fee for the cost of arbitration shall be shared equally by both parties

Section 14- Force Majeure

14.01- Force Majeure

- A. 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 15- Entire Agreement and Amendment

15.01- 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

15.02- 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

Consultant

By: Jason Cole
Mayor

By:
Consultant Title

EXHIBIT A SCOPE OF SERVICES

Background

Fire Station 43 was constructed in 2005 and has been modified several times since the original construction. This station is an active part of the City of La Vergne firefighting system and is integral to fire protection for the citizens of the northern areas of the city. In addition, an emergency back-up dispatch office is housed within this building which would be used if, for any reason, the primary dispatch was non-functional.

Scope of Services

1. Within a week after notification of potential award, Consultant will provide the following:
 - a. Estimated design cost for items 2 (two) through 10 (ten) below
 - b. Fee schedule (labeled Exhibit 'B')
 - c. Estimated schedule (labeled Exhibit 'C')

After the above are received, this contract will be finalized and submitted to the City of La Vergne Board of Mayor and Aldermen (BOMA) for approval. The contract will not be awarded until it has been approved by BOMA.

2. Consultant will conduct a site reconnaissance in order to create base drawings of the existing facility sufficient for design. The city will provide the original 2005 construction drawings. This reconnaissance must also look for structural or codes issues which need to be corrected.
3. Consultant will conduct an onsite meeting with city stakeholders to discuss the requirements for the revisions to the existing building. These revisions include (but are not limited to) the following:
 - a. Architectural renovations to increase the utility and efficiency of the existing spaces
 - b. Electrical renovations to improve the layout of the lighting and electrical system and to bring the electrical system up to codes
 - c. HVAC renovations required by the architectural renovations and also to improve air flow and humidity issues in the back-up dispatch room
 - d. Plumbing renovations as required
 - e. Structural improvements may be required for the architectural renovations
4. From the above meeting, Consultant will prepare an architectural program for necessary construction including schematic drawings and an Architect/Engineer's Estimate of Construction Costs and present this estimate to city stakeholders at a meeting in La Vergne. This may be an evening meeting.

5. Based on feedback from this meeting, Consultant will prepare a final program and a revised Estimate of Construction Costs for final acceptance by the City.
6. Upon receiving final approval, Consultant will prepare a complete Design/Development Package fulfilling the requirements detailed in Exhibit B.
7. Consultant will present the Design/Development Package results including updated cost estimate to a Stakeholders Meeting in La Vergne.
8. If necessary based on the feedback from the Design/Development Meeting, Consultant will prepare for and run a Value Engineering Meeting to discuss cost reduction options.
9. After receiving NTP for the Released-For-Construction drawings, Consultant will complete Final (100%) Construction Drawings including a final updated cost estimate.
10. If requested by the City, Consultant will assist the City with Bid Review including answering questions posed by bidders.
11. If requested by the City, Consultant will provide Construction Observation as required during the construction process.



2025 Hourly Billing Schedule

Wold Hourly Rate	Billing Rate
Classification	Billing Rate
Expert Witness Testimony	\$295.00
Sr. Principal	\$250.00
Principal	\$225.00
Senior Architect	\$190.00
Sr. Planner	\$190.00
Senior Project Mgr. Architect / Engineer	\$190.00
Sr. Reg. Land Surveyor	\$190.00
Senior Interior Designer	\$180.00
Senior Designer	\$180.00
Architect / Interior Design Staff	\$135.00 - \$170.00
Engineering Staff	\$140.00 - \$175.00
Survey Project Manager / CAD Technician	\$150.00
Survey Party Chief	\$125.00
Survey – Two Person Team	\$200.00
Survey – Three Person Team	\$265.00
Administrative Assistant	\$100.00

Note: These rates are subject to adjustment on a semi-annual basis to allow for changes in employee compensation, and the rates in effect at the time specific work is performed shall prevail. Effective Date January 1, 2025.



I.C. Thomasson Associates, Inc.
A Salas O'Brien Company

Classification	Hourly Rate
Officer	\$ 285.00
Principal	\$ 260.00
Senior Engineer/Project Manager	\$ 240.00
Engineer 2	\$ 220.00
Engineer 1	\$ 205.00
Senior Designer	\$ 180.00
Designer	\$ 145.00
Graduate Engineer	\$ 135.00
Senior CADD Technician	\$ 120.00
CADD Technician	\$ 100.00
Administrative	\$ 110.00
Construction Administration	\$ 225.00



April 25, 2025

Gary Lide, PE
City of La Vergne
5175 Murfreesboro Road
La Vergne, Tennessee 37086

Re: Exhibit C
Estimated Design Schedule for Fire Station 43 Improvements

Dear Gary:

Our proposed schedule for the scope of work outlined in the fee proposal is as follows:

<u>Phase of Design</u>	<u>Duration</u>
Program with Schematic Design	NTP + 45 calendar days
Design/Development Package Complete	NTP + 40 calendar days
Final Construction Drawings Complete	NTP + 60 calendar days

Or we can also follow the schedule as outlined in the RFQ:

<u>Phase of Design</u>	<u>Duration</u>
Program with Schematic Design	NTP + 90 Days
Design/Development Package Complete	NTP + 180 Days
Final Construction Drawings Complete	NTP + 270 Days

Sincerely,

Wold Architects and Engineers

Beth Meadows | CDT, AIA
Associate

Authorization

City of La Vergne

cc: Accounting



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2025

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

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

PRODUCER Holmes Murphy & Associates 1601 Utica Ave S, Ste 700 10 West End St Louis Park IA 55416	CONTACT NAME: Joy Langer PHONE (A/C, No, Ext): E-MAIL ADDRESS: jlanger@holmesmurphy.com	FAX (A/C, No):
INSURED Wold Architects Inc. dba Wold Architects & Engineers 214 Centerview Dr, Suite 300 Brentwood TN 37027	WOLARPCP	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : RLI Insurance Company		13056
INSURER B : Travelers Casualty & Surety Company		19038
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1411507616**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contr Liab per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	PSB0004011	9/1/2024	9/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$ Incl in Ea Occur GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	PSA0001561	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$0	Y	Y	PSE0003066	9/1/2024	9/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	PSW0002147	9/1/2024	9/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made Basis			107898498	9/1/2024	9/1/2025	Each Claim: \$5,000,000 Annual Aggregate: \$7,000,000

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

Design for the Improvements of Fire Station 43

Additional Insured only if required by written contract with respect to General Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of La Vergne
5093 Murfreesboro Road
La Vergne TN 37086

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



April 25, 2025

Gary Lide, PE
City of La Vergne
5175 Murfreesboro Road
La Vergne, Tennessee 37086

Re: City of La Vergne
Design of Fire Station 43 Improvements

Dear Gary:

We are pleased to present our fee proposal for the City of La Vergne Design of Fire Station 43 Improvements project located at 301 Bill Stewart Boulevard. The project scope includes interior renovations to Fire Station 43 including architectural, structural, electrical, HVAC, and plumbing upgrades and renovations, and one third party cost estimate. We have read and agree to the scope defined in more detail in Exhibit A of the Professional Services Agreement.

Based on the scope of work, we propose an initial hourly, not to exceed, fee of \$92,500 for programming through final design. As we get through schematic design and define the scope and estimated construction cost, the DD- CA fee will be adjusted based on the agreed estimated construction cost. The fee is broken-out as follows:

Programming and Schematic Design	\$27,800
Design Development	\$26,600
Final Design	\$38,100
Bidding & Construction Observation	TBD

Reimbursable expenses will be billed in accordance with the contract.

We propose a four to five month design schedule dependent on the City's need for review time and approval between phases. We are also agreeable to the schedule listed in the RFQ as shown below if this is the City preferred timeline.

<u>Phase of Design</u>	<u>Duration</u>
Program with Schematic Design	NTP + 90 Days
Design/Development Package Complete	NTP + 180 Days
Final Construction Drawings Complete	NTP + 270 Days

We are excited about the opportunity to work with the City of La Vergne. Please feel free to contact me with any questions.

Sincerely,

Wold Architects and Engineers

Beth Meadows | CDT, AIA
Associate

Authorization

City of La Vergne

cc: Accounting

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
woldae.com | 615 370 8500

**PLANNERS
ARCHITECTS
ENGINEERS**



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.G. Approve Engagement Agreement with Farrar, Bates, Berexa.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Engagement Letter-4921-7220-4595-V#2

Summary:

Farrar, Bates, Berexa, was retained by the City's insurance carrier, PEP, to defend the City, Mayor Cole and Andrew Patton in the following lawsuit regarding termination of employment filed by former La Vergne police officer Lewis Powell: Lewis Powell v. City of La Vergne, Jason Cole, Andrew Patton and Burrel Davis, United States District Court Case No.: 3:23-CV-1320.

PEP advised the City that the cost of defending this lawsuit would likely exceed the City's insurance policy limits for the claims period during which this claim was made. In order for Farrar, Bates, Berexa to continue to defend the City, Mayor Cole and Andrew Patton it will need to be retained directly by the City.

Background Information:

Powell's employment as a La Vergne police officer was terminated following an investigation of Powell's misconduct in connection with Maegan Hall. Following his termination, Powell filed a lawsuit in federal court.

Financial Summary:

Unknown at this time.

Staff Recommendation:

The City Attorney recommends approval.

J. Russell Farrar
Kristin Ellis Berexa
Laura Adams Hight
Cassandra M. Crane
Robyn Beale Williams
Jennifer Orr Buchanan
Addison Russell
A. Ryan Simmons



12 Cadillac Drive
Suite 480
Brentwood, Tennessee 37027

Phone 615.254.3060
Fax 615.254.9835

Rebecca Leigh Moore
Benjamin C. Allen
William "Billy" Leslie
Mary Clark Herrod
Grace Patton
Jordan Tidwell

William N. Bates, Retired

April 8, 2025

VIA EMAIL

Evan Cope
119 East Main Street
Murfreesboro, TN 37130
ecope@evancope.com

Re: Lewis Powell v. City of La Vergne, *et al.* – Case No. 3:23-cv-1320

Dear Evan:

Thank you for asking us to represent the City of La Vergne, Jason Cole, and Andrew Patton in the ongoing above-referenced litigation. This agreement shall be effective following the exhaustion of the EPLI coverage with Public Entity Partners ("PEP") for the policy year 7/1/2022-7/1/2023.

To avoid any confusion, it is our practice to set out for our clients our firm's billing practices prior to undertaking representation. We bill for our services on an hourly basis, and upon prior notice to you, we reserve the right to adjust our fees. The current hourly rates charged by the partners and senior attorneys are \$262.50 per hour, associates are \$220.50 per hour, and paralegals are \$99.75 per hour. It is also our practice to use qualified legal assistants to perform legal services whenever possible to ensure that the total fee charged is consistent with the benefit derived from our work.

In addition to our fees, we may incur expenses in connection with a matter that require us to make out-of-pocket advances on a client's behalf. Such disbursements include such things as copying charges, delivery charges, court reporter fees, or any other necessary expenses reasonably related to the litigation.

Again, I appreciate the opportunity to work with the City, Mayor Cole, and Mr. Patton, and I look forward to continuing our work. If the terms of our representation described in this letter are acceptable, please indicate acceptance by signing this letter in the space indicated, dating it, and returning it to me.

With best regards,

A handwritten signature in blue ink, appearing to read 'A. Ryan Simmons', is written over a horizontal line.

A. Ryan Simmons

I have read and understand the foregoing terms of representation described in this letter and agree to pay all charges incurred in connection with such representation.

By: _____
Client

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.H. Approve Engagement Agreement with Farrar, Bates, Berexa.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Engagement Letter-4908-2805-9955-V#2

Summary:

Farrar, Bates, Berexa, was retained by the City's insurance carrier, PEP, to defend the City in the following lawsuit regarding termination of employment filed by former La Vergne police officer Henry "Ty" McGowan: Henry "Ty" McGowan v. City of La Vergne, United States District Court Case No. 3:24-cv-161.

PEP advised the City that the cost of defending this lawsuit would likely exceed the City's insurance policy limits for the claims period during which this claim was made. In order for Farrar, Bates, Berexa to continue to defend the City, it will need to be retained directly by the City.

Background Information:

McGowan's employment as a La Vergne police officer was terminated following an investigation of his misconduct in connection with Megan Hall. Following his termination, McGowan filed a lawsuit in federal court.

Financial Summary:

Unknown at this time.

Staff Recommendation:

The City Attorney recommends approval.

J. Russell Farrar
Kristin Ellis Berexa
Laura Adams Hight
Cassandra M. Crane
Robyn Beale Williams
Jennifer Orr Buchanan
Addison Russell
A. Ryan Simmons



12 Cadillac Drive
Suite 480
Brentwood, Tennessee 37027

Phone 615.254.3060
Fax 615.254.9835

Rebecca Leigh Moore
Benjamin C. Allen
William "Billy" Leslie
Mary Clark Herrod
Grace Patton
Jordan Tidwell

William N. Bates, Retired

April 8, 2025

VIA EMAIL

Evan Cope
119 East Main Street
Murfreesboro, TN 37130
ecope@evancope.com

Re: Henry "Ty" McGowan v. City of La Vergne – Case No. 3:24-cv-161

Dear Evan:

Thank you for asking us to represent the City of La Vergne in the ongoing above-referenced litigation. This agreement shall be effective following the exhaustion of the EPLI coverage with Public Entity Partners ("PEP") for the policy year 7/1/2022-7/1/2023.

To avoid any confusion, it is our practice to set out for our clients our firm's billing practices prior to undertaking representation. We bill for our services on an hourly basis, and upon prior notice to you, we reserve the right to adjust our fees. The current hourly rates charged by the partners and senior attorneys are \$262.50 per hour, associates are \$220.50 per hour, and paralegals are \$99.75 per hour. It is also our practice to use qualified legal assistants to perform legal services whenever possible to ensure that the total fee charged is consistent with the benefit derived from our work.

In addition to our fees, we may incur expenses in connection with a matter that require us to make out-of-pocket advances on a client's behalf. Such disbursements include such things as copying charges, delivery charges, court reporter fees, or any other necessary expenses reasonably related to the litigation.

Again, I appreciate the opportunity to work with the City and look forward to continuing our work. If the terms of our representation described in this letter are acceptable, please indicate acceptance by signing this letter in the space indicated, dating it, and returning it to me.

With best regards,

A handwritten signature in blue ink, appearing to read 'A. Ryan Simmons', is written over a horizontal line.

A. Ryan Simmons

I have read and understand the foregoing terms of representation described in this letter and agree to pay all charges incurred in connection with such representation.

By: _____
Client

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.I. Approve Engagement Agreement with Howell & Fischer, PLLC.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. RMB Engagement Agreement 3.10.25

Summary:

Howell & Fisher, PLLC, was retained by the City's insurance carrier, PEP, to defend Burrell "Chip" Davis in the following lawsuit regarding termination of employment filed by former La Vergne police officer Lewis Powell: Lewis Powell v. City of La Vergne, Jason Cole, Andrew Patton and Burrell Davis, United States District Court Case No.: 3:23-CV-1320.

PEP advised the City that the cost of defending this lawsuit would likely exceed the City's insurance policy limits for the claims period during which this claim was made. In order for Howell & Fisher, PLLC to continue to defend Davis it will need to be retained directly by the City.

Background Information:

Powell's employment as a La Vergne police officer was terminated following an investigation of Powell's misconduct in connection with Maegan Hall. Following his termination, Powell filed a lawsuit in federal court.

Financial Summary:

Unknown at this time.

Staff Recommendation:

The City Attorney recommends approval.

FREDERICK W. HODGE, JR.
ROBERT M. BURNS
G. ANDREW ROWLETT*
GREGORY W. CALLAWAY
NEIL M. MCINTIRE*
STEPHEN W. ELLIOTT

OF COUNSEL:
WILLIAM B. JAKES, III

*RULE 31 LISTED GENERAL
CIVIL MEDIATOR

LAW OFFICES
HOWELL & FISHER
PLLC

3310 WEST END AVENUE

SUITE 550

NASHVILLE, TENNESSEE 37203-1089

(615) 244-3370

FAX (615) 244-3518

DIRECT (615) 921-5211

WWW.HOWELL-FISHER.COM
rburns@howell-fisher.com

FETLEWORK S. BALTIE-PANELO
MARIA T. de QUESADA
HANNAH G. MOORE
KIMANI BECKFORD
ERIN SHRUM
STEPHANIE CELADA
MCKENNA WILLIAMS

MORTON B. HOWELL
1919-2000

DOUGLAS M. FISHER
1927-2019

March 10, 2025

E. Evan Cope
E. EVAN COPE, PLLC
119 East Main Street
Murfreesboro, TN 37130
ecope@evancope.com

Mayor Jason Cole
5093 Murfreesboro Road
La Vergne, TN 37086
jcole@laveragnetn.gov

**RE: *Lewis Powell v. City of La Vergne, Tennessee, Jason Cole, Andrew Patton
and Burrel Davis***
United States District Court Case No.: 3:23-CV-1320

Dear Evan and Mayor Cole:

In follow-up to our emails regarding the above-mentioned matter, I am confirming that I will continue to undertake representation of Defendant Burrel Davis ("Mr. Davis"), the former Police Chief for the City of LaVergne ("the City"). The need for me to send this letter and confirming with the City of the financial arrangements outlined herein are based on our understanding that the insurance policy issued by Public Entity Partners ("PEP") for the City of La Vergne is very near a point of exhaustion for financial reserves. This is based upon the amounts of settlement payments and defense costs incurred during the applicable policy period.

I am sending this letter to outline the terms of my law firm's proposed, continued representation of Mr. Davis in this matter. For the work that we undertake on Mr. Davis' behalf, I propose an hourly fee arrangement that is consistent with the rates we have with PEP for the work we have performed to date. Those rates are: \$240.00 per hour for my time, \$223.00 per hour for time incurred by associate attorneys of my law firm and \$108.00 per hour for paralegal time. The personnel from my firm engaged on Mr. Davis' behalf will bill and record their time based on a one-tenth (0.10) per hour charge. If we have any travel, we will bill our travel time at the rates referenced above and charge the allowable IRS mileage reimbursement rate. Our fee statements will reflect work undertaken in the 0.10 incremental unit of time with a description of the task or activity undertaken and when completed.

I will not ask the City of La Vergne to send us a retainer payment. Rather, we will endeavor to generate a fee statement every thirty to forty-five days, starting approximately thirty days after the

date of our execution of this agreement for the City. In addition, if we incur charges of more than \$5,000 during any 30-day billing cycle we will send statements to you to reflect those charges. We will send our statements to you, or to whomever you may designate, for direct reimbursement to my law firm and ask for prompt payment in no longer than thirty (30) days. Unless you advise me otherwise, I will use your email as my primary point of contact at the email address above. In addition, unless you request otherwise, if we need to generate other "written" communications to you, except for this retainer letter, we will use the address above.

Marti Lindsey is the claims representative at PEP who has made me aware of these developments. PEP recently sent to the City and defense counsel an updated reservation of rights letter making the City and defense counsel aware of the payments to date. Ms. Lindsey has estimated that the reserves may be exhausted sometime in April, but she did not provide a date certain to me.

If you agree with the terms of this representation, please sign and send back to me an executed copy of this letter. Email transmission to me of the executed copy is perfectly fine.

My assistant, Liz Fox, is also copied on the email I am using to send this to you. Please save her email address: efox@howell-fisher.com.

I appreciate very much the opportunity to work with you and to serve the County. I appreciate your confidence in asking that we undertake this role.

Very truly yours,

/s/ Robert M. Burns

Robert M. Burns

RMB/eaf

Agreed to and accepted by:

Jason Cole, Mayor for the City of La Vergne

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 9.J. Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2024-2025.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Audit Contract - FY2024-2025

Summary:

This is to approve the annual Audit Contract with Blankenship CPA Group, PLLC for the 2024-2025 Fiscal Year.

Background Information:

This is the annual contract to audit our city accounts. By state law, we must conduct an audit every year.

Financial Summary:

The total cost for this year's audit will be \$46,500.

Staff Recommendation:

Staff recommends approval.

CONTRACT TO AUDIT ACCOUNTS

OF

City of La Vergne

FROM July 01, 2024 TO June 30, 2025

This agreement made this 27th day of March 2025, by and between Blankenship CPA Group, PLLC, 101 Winners Circle, Brentwood, TN 37027, hereinafter referred to as the "auditor" and City of La Vergne, of 5093 Murfreesboro Road, La Vergne, TN 37086, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2024, and ending June 30, 2025 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2025, or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

Additional copies provided upon request.

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the

organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions)

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit **\$45,000.00**

Municipal Chart of Accounts Crosswalk **\$1,500.00**

Total Fixed Contract Fee **\$46,500.00**

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

\$45,000 for ACFR audit. Additional Single Audit fee of \$5,000 for first major program and \$2,750 for each additional major program, if applicable.

Additional fees for adoption of new accounting pronouncements and other accounting assistance will be accounted for and billed separately.

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

By

Signature

Signature

Title/Position:

Title/Position:

E-mail address:

E-mail address:

Date:

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 10. First Reading - **Ordinance #2025-14** - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2025 through June 30, 2026.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-14

Summary:

This is the ordinance to adopt the budget and set the tax rate for the next fiscal year.

Background Information:

This is the proposed version of the budget as discussed through the budget workshops. The proposed nonprofit donations, capital item list and fee schedule are also attached.

Financial Summary:

In the General Fund, there is no increase to the property tax rate. It will remain as it was last year at \$0.5363 per \$100 of assessed value on real and personal property.

General Fund:

- Finance Department - Budgeting Software
- I.T. Department - Leased Ford Explorer, New Laserfiche Server and Fifty (50) Desktop Computers
- Codes Department - Leased Ford F-150
- Police Department - Flock License Plate Recognition System
- Police and Fire Departments - Motorola Radio Replacements
- Parks & Recreation Department - Lease Two (2) F-250 Trucks, Replace Swing at Veterans Memorial Park

- Using Existing Bond Funds - Buildout expansion area at PW-CDS Facility for administrative offices.
- Using Existing Bond Funds - City Hall remodel / add bathrooms - for Police Department needs.
- Using Existing Bond Funds - Fire Station #43 Remodel.

General Fund - Personnel Additions:

- Finance - Accounts Payable Coordinator
- Engineering - Assistant City Engineer
- Police Department - Five (5) Patrol Officers
- Street Department - Streets/Stormwater Manager (Split with Stormwater)

State Street Aid Fund:

- Street Paving - \$1,160,000 allocated
- Guardrail Project on Old Waldron Road

Equitable Sharing Fund:

- Patrol Rifle Replacements
- Emergency Communications Upgrades

Stormwater Fund:

In the Stormwater Fund, there is a proposed increase to the Stormwater User Fee of \$1.00 per month. This fee has not been increased since its inception in 2005, while our costs have consistently increased over that time period.

- Replacement Dump Truck (Carryover)
- Street/Stormwater Supervisor (Split with General Fund)

Streets Capital Projects Fund:

- Issue a Bond Issue for the Blair Road West Extension and South Waldron Road Widening Projects.

Parks Capital Projects Fund:

- Playground Equipment for Brookside Park
- Football Field LED Lights

Police Impact Fee Fund:

- Five (5) Pursuit Vehicles with Equipment
- Radios for Five (5) New Officers

Fire Impact Fee Fund:

- Turnout Gear for New Positions
- Fire Extinguisher Training Prop

Water and Sewer Fund:

In the Water and Sewer Fund, there is a proposed increase to the water and sewer usage rates based on the rate study that was conducted. Those are outlined in the fee schedule.

- Automatic Transfer Switch Replacement at Water Intake
- New Coagulant Pumps at Water Treatment Plant
- Waldron Road Pump Station Rehab
- New Side Weir Box Coating at the Water Treatment Plant
- New Sewer Line Camera Truck
- New Ford Transit Cargo Van for Lift Station Technician

Water and Sewer Fund - Personnel Addition:

- Utilities Manager

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-14

AN ORDINANCE OF THE CITY OF LA VERGNE, TENNESSEE, ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 THROUGH JUNE 30, 2026.

WHEREAS, *Tenn. Code Ann. § 9-1-116* requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2026, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Local Taxes	\$ 29,760,181	\$ 29,054,066	\$ 30,198,283
License and Permits	877,525	417,363	436,100
Intergovernmental Revenue	5,069,621	4,866,938	5,086,980
Fines and Forfeitures	298,520	280,694	231,500
Other	1,268,646	859,865	4,013,150
Other Financing Sources			
Issuance of Debt	-	-	-
Sale of Capital Assets	2,791	90,000	21,500
Transfer In-from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 37,277,283	\$ 35,568,925	\$ 39,987,513
Appropriations			
Expenditures			
General Government (other)	\$ 19,837,087	\$ 11,634,411	\$ 11,671,202
Public Safety	27,097,528	20,755,342	22,496,441
Public Works	1,667,245	2,311,791	1,801,731
Parks and Recreation	1,673,664	1,961,633	1,998,798
Debt Service	2,301,966	1,671,425	1,450,648
Other Financing Uses			
Transfer Out - to other funds	464,538	720,000	2,309,750
Total Appropriations	\$ 53,042,027	\$ 39,054,601	\$ 41,728,570
Change in Fund Balance (Revenues-Appropriations)	(15,764,744)	(3,485,676)	(1,741,056)
Beginning Fund Balance July 1	59,523,241	43,758,497	40,272,821
Ending Fund Balance June 30	\$ 43,758,497	\$ 40,272,821	\$ 38,531,765
Ending Fund Balance as a % of Total Appropriations	82.5%	103.1%	92.3%

State Street Aid Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
State Gas and Motor Fuel Taxes	\$ 1,354,108	\$ 1,400,380	\$ 1,417,440
Other	70,305	28,971	25,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 1,424,413	\$ 1,429,352	\$ 1,442,440
Appropriations			
Public Works Department	\$ 1,218,926	\$ 1,233,563	\$ 1,439,700
Debt Service - Principal and Interest	73,388	74,313	-
Total Appropriations	\$ 1,292,313	\$ 1,307,876	\$ 1,439,700
Change in Fund Balance (Revenues - Appropriations)	132,100	121,476	2,740
Beginning Fund Balance July 1	1,600,004	1,732,104	1,853,580
Ending Fund Balance June 30	\$ 1,732,104	\$ 1,853,580	\$ 1,856,319
Ending Fund Balance as a % of Total Appropriations	134.0%	141.7%	128.9%

Senior Citizen's Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
State of Tennessee	\$ 24,220	\$ -	\$ -
Rutherford County	46,200	-	-
Other	4,764	3,570	3,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	174,538	200,000	297,150
Total Revenues and Other Financing Sources	\$ 249,722	\$ 203,570	\$ 300,150
Appropriations			
Expenditures			
Wages	\$ 144,530	\$ -	\$ -
Others	78,576	244,886	300,150
Total Appropriations	\$ 223,106	\$ 244,886	\$ 300,150
Change in Fund Balance (Revenues - Appropriations)	26,616	(41,316)	-
Beginning Fund Balance July 1	\$ 185,084	211,700	170,384
Ending Fund Balance June 30	\$ 211,700	\$ 170,384	\$ 170,384
Ending Fund Balance as a % of Total Appropriations	94.9%	69.6%	56.8%

Drug Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Fines And Forfeitures	\$ 66,065	\$ 32,200	\$ 30,200
Other	8,052	7,959	7,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	30,000	30,000	30,000
Total Revenues and Other Financing Sources	\$ 104,117	\$ 70,159	\$ 67,200
Appropriations			
Drug Enforcement	\$ 16,833	\$ 125,896	\$ 66,600
Debt Service	-	-	-
Total Appropriations	\$ 16,833	\$ 125,896	\$ 66,600
Change in Fund Balance (Revenues - Appropriations)	87,284	(55,737)	600
Beginning Fund Balance July 1	361,783	449,067	393,330
Ending Fund Balance June 30	\$ 449,067	\$ 393,330	\$ 393,930
Ending Fund Balance as a % of Appropriations	2667.8%	312.4%	591.5%

Equitable Sharing Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Federal Government	\$ 134,089	\$ 275,000	\$ 50,000
Other	13,577	12,208	5,000
Other Financing Sources			
Transfers In - from other funds	-	-	675,750
Total Revenues and Other Financing Sources	\$ 147,666	\$ 287,208	\$ 730,750
Appropriations			
Wages	\$ -	\$ -	\$ -
Others	355,803	191,839	730,750
Total Appropriations	\$ 355,803	\$ 191,839	\$ 730,750
Change in Fund Balance (Revenues - Appropriations)	(208,137)	95,369	-
Beginning Fund Balance July 1	905,150	697,013	792,382
Ending Fund Balance June 30	\$ 697,013	\$ 792,382	\$ 792,382
Ending Fund Balance as a % of Total Appropriations	195.9%	413.0%	108.4%

Stormwater Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Fees	\$ 1,410,726	\$ 1,414,384	\$ 1,530,000
Others	91,235	58,831	60,000
Other Financing Sources			
Transfers In - from other funds	-	-	150,000
Total Revenues and Other Financing Sources	\$ 1,501,961	\$ 1,473,215	\$ 1,740,000
Appropriations			
Wages	\$ 455,588	\$ 450,229	\$ 521,441
Others	2,502,380	2,466,233	1,346,772
Total Appropriations	\$ 2,957,968	\$ 2,916,462	\$ 1,868,213
Change in Fund Balance (Revenues - Appropriations)	(1,456,007)	(1,443,247)	(128,213)
Beginning Fund Balance July 1	4,561,884	3,105,877	1,662,630
Ending Fund Balance June 30	\$ 3,105,877	\$ 1,662,630	\$ 1,534,417
Ending Fund Balance as a % of Total Appropriations	105.0%	57.0%	82.1%

Parks & Recreation Capital Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Impact Fees	\$ 265,185	\$ 223,019	\$ 100,000
Others	21,695	20,952	15,000
Other Financing Sources			
Transfers In - from other funds	260,000	250,000	151,200
Total Revenues and Other Financing Sources	\$ 546,880	\$ 493,971	\$ 266,200
Appropriations			
Capital Outlay	\$ 76,243	\$ 349,678	\$ 265,000
Others	1,282	1,200	1,200
Total Appropriations	\$ 77,525	\$ 350,878	\$ 266,200
Change in Fund Balance (Revenues - Appropriations)	469,355	143,093	-
Beginning Fund Balance July 1	682,271	1,151,626	1,294,719
Ending Fund Balance June 30	\$ 1,151,626	\$ 1,294,719	\$ 1,294,719
Ending Fund Balance as a % of Total Appropriations	1485.5%	369.0%	486.4%

Streets Capital Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Impact Fees	\$ 1,727,427	\$ 1,307,619	\$ 700,000
State of Tennessee			
Others	\$ 349,837	\$ 68,703	\$ 25,070,000
Other Financing Sources			
Transfers In - from other funds	-	-	2,000,000
Total Revenues and Other Financing Sources	\$ 2,077,264	\$ 1,376,322	\$ 27,770,000
Appropriations			
Capital Outlay	\$ 953,259	\$ 2,234,858	\$ 14,144,482
Others	2,804	3,918	3,500
Total Appropriations	\$ 956,063	\$ 2,238,776	\$ 14,147,982
Change in Fund Balance (Revenues - Appropriations)	1,121,201	(862,454)	13,622,018
Beginning Fund Balance July 1	2,815,517	3,936,718	3,074,264
Ending Fund Balance June 30	\$ 3,936,718	\$ 3,074,264	\$ 16,696,282
Ending Fund Balance as a % of Total Appropriations	411.8%	137.3%	118.0%

Police Impact Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Impact Fees	\$ 165,221	\$ 115,463	\$ 100,000
State of Tennessee	239,927	-	-
Others	12,083	10,590	8,000
Other Financing Sources			
Transfers In - from other funds	-	-	467,595
Total Revenues and Other Financing Sources	\$ 417,231	\$ 126,053	\$ 575,595
Appropriations			
Capital Outlay	\$ 239,927	\$ -	\$ 574,695
Others	933	917	900
Total Appropriations	\$ 240,860	\$ 917	\$ 575,595
Change in Fund Balance (Revenues - Appropriations)	176,371	125,136	-
Beginning Fund Balance July 1	686,764	863,135	988,271
Ending Fund Balance June 30	\$ 863,135	\$ 988,271	\$ 988,271
Ending Fund Balance as a % of Total Appropriations	358.4%	107772.2%	171.7%

Fire Impact Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Revenues			
Impact Fees	\$ 64,217	\$ 37,440	\$ 35,000
Others	-	-	-
Other Financing Sources			
Transfers In - from other funds	-	-	23,100
Total Revenues and Other Financing Sources	\$ 64,217	\$ 37,440	\$ 58,100
Appropriations			
Capital Outlay	\$ 79,379	\$ -	\$ 58,000
Others	223	100	100
Total Appropriations	\$ 79,602	\$ 100	\$ 58,100
Change in Fund Balance (Revenues - Appropriations)	(15,385)	37,340	-
Beginning Fund Balance July 1	165,306	149,921	187,261
Ending Fund Balance June 30	\$ 149,921	\$ 187,261	\$ 187,261
Ending Fund Balance as a % of Total Appropriations	188.3%	187261.0%	322.3%

Water and Sewer Fund	FY 2023-24 Actual	FY 2024-25 Estimated	FY 2025-26 Proposed
Operating Revenues			
Water Sales	\$ 5,819,436	\$ 8,099,709	\$ 9,213,000
Sewer Fees	7,766,633	7,993,337	8,190,000
Miscellaneous Other Fees	888,820	2,037,109	2,768,100
Total Operating Revenues	\$ 14,474,889	\$ 18,130,156	\$ 20,171,100
Operating Expenses			
Water Treatment Plant	\$ 2,710,250	\$ 2,610,915	\$ 2,780,068
Sewer Department	4,682,614	5,526,221	5,572,143
Water Department	2,352,368	3,209,009	3,536,013
Water Billing	846,965	940,778	1,075,932
Other	98,497	121,125	201,500
Depreciation	2,492,753	2,513,000	3,038,000
Total Operating Expenses	\$ 13,183,446	\$ 14,921,048	\$ 16,203,657
Operating Income (Loss)	\$ 1,291,443	\$ 3,209,108	\$ 3,967,443
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ -	\$ -	\$ -
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(207,751)	(207,751)	(1,376,473)
Other Expense	(0)	(0)	(0)
Total Nonoperating Revenue (Expenses)	\$ (207,751)	\$ (207,751)	\$ (1,376,473)
Income (Loss) Before Capital Contributions and Transfers	\$ 1,083,692	\$ 3,001,357	\$ 2,590,970
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 506,101	\$ 670,740	\$ 700,000
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	-	-	-
Transfers In - from Other Funds	-	-	-
Transfers Out - to Other Funds (PILOT)	-	-	-
Total Capital Contributions and Transfers	\$ 506,101	\$ 670,740	\$ 700,000
Change in Net Position	\$ 1,589,793	\$ 3,672,097	\$ 3,290,970
Beginning Net Position July 1	77,237,565	78,827,358	82,499,455
Ending Net Position June 30	\$ 78,827,358	\$ 82,499,455	\$ 85,790,426

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2025
General Fund	\$40,272,821.21
State Street Aid Fund	\$1,853,579.83
Senior Citizens Fund	\$170,384.00
Drug Fund	\$393,330.00
Equitable Sharing Fund	\$792,382.00
Stormwater Fund	\$1,662,630.00
Parks & Recreation Capital Fund	\$1,294,718.50
Streets Capital Fund	\$3,074,264.00
Police Impact Fund	\$988,271.00
Fire Impact Fund	\$187,261.00
Water & Sewer Fund	\$12,349,432.00

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Schedule of Outstanding Debt and Budgeted Debt Service Fiscal Year 2026								
Fund	Type of Debt	Loan Name and Description	Original Issuance Amount	Authorized & Unissued	Total Principal Outstanding at June 30, 2025	Budgeted Annual Debt Service		
						Principal	Interest	Total
General	Bond	2015 General Obligation	\$ 5,420,000	\$ -	\$ 3,090,000	\$ 275,000	\$ 90,048	\$ 365,048
General	Bond	2021 General Obligation Public Improvement	16,250,000	-	14,375,000	690,000	393,400	1,083,400
General	Bond	2025 General Obligation Public Improvement	-	25,000,000	-	654,409	1,345,591	2,000,000
		Total	\$ 21,670,000	\$ 25,000,000	\$ 17,465,000	\$ 1,619,409	\$ 1,829,039	\$ 3,448,448
Water and Sewer	Bonds	2021 Water & Sewer Revenue & Tax	\$ 11,840,000	\$ -	\$ 9,295,000	\$ 1,245,000	\$ 217,093	\$ 1,462,093
Water and Sewer	Bonds	2025 Water & Sewer Revenue & Tax	-	20,000,000	20,000,000	841,663	1,076,473	1,918,136
		Total	\$ 11,840,000	\$ 20,000,000	\$ 29,295,000	\$ 2,086,663	\$ 1,293,566	\$ 3,380,229
Total Outstanding Debt			\$ 33,510,000	\$ 45,000,000	\$ 46,760,000	\$ 3,706,072	\$ 3,122,605	\$ 6,828,677

SECTION 4: During the coming fiscal year (2026) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects- Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects-Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
Water and Sewer	\$ 20,000,000	\$ -	\$ 20,000,000
Roads and Parks	25,000,000	-	25,000,000

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.5363 per \$100 of assessed value on real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to

SECTION 11: The City of La Vergne Fee Schedule for Fiscal Year 2025-2026, which shall be attached to and made a part of this ordinance as though copied therein, is hereby adopted.

SECTION 12: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 13: This ordinance shall take effect on July 1, 2025, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen: 1st Reading: _____

Jason Cole, Mayor Public Hearing: _____

ATTEST: 2nd Reading: _____

Bruce E. Richardson, City Administrator

Published in the Murfreesboro Post on _____.

Function	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
TAXES					
31100	Property Taxes (Current)	8,629,852	8,949,853	9,000,000	9,243,883
31211	Property Tax Delinquent - 1st	102,064	27,871	40,000	40,000
31212	Property Tax Delinquent - 2nd	22,186	7,195	20,000	20,000
31213	Property Tax Delinquent - 3rd	7,997	(774)	5,000	5,000
31214	Property Tax Delinquent - 4th	1,896	(3,745)	3,000	3,000
31215	Property Tax Delinquent - 5th	1,512	(3,660)	500	500
31216	Property Tax Delinquent - 6th	732	102	500	500
31217	Property Tax Delinquent - 7th	167	101	200	200
31218	Property Tax Delinquent - 8th	629	107	100	100
31219	Property Tax Delinquent - Prior Years	305	89	100	100
31300	Int, Penalty, and Court Cost	36,166	18,887	35,000	25,000
31510	Payments in Lieu of Taxes - Utilities	162,891	254,325	160,000	175,000
31511	Payments in Lieu of Taxes - TVA	502,313	511,275	475,000	500,000
31610	Local Sales Tax	16,302,744	16,775,763	16,500,000	17,000,000
31700	Wholesale Alcoholic Bev Tax - Beer Privilege	4,752	5,052	4,000	4,500
31710	Wholesale Beer Tax - 17%	565,802	592,476	560,000	580,000
31720	Wholesale Liquor Tax 5% Mo. Ins.	308,488	283,186	285,000	280,000
31721	Civil Penalties Beer Permits	-	75	-	-
31800	Business Tax	1,878,095	1,959,749	1,600,000	1,900,000
31801	Business License and Permits	3,450	3,780	3,000	3,000
31912	Cable TV Franchise Tax Comcast	241,531	208,047	240,000	240,000
31913	Cable TV Franchise Tax AT&T, Direct	3,452	2,798	4,500	4,500
31914	Cable TV Franchise Tax Tennessee Telephone Company	66,803	59,770	68,000	68,000
31920	Room Occupancy Tax	21,128	18,840	15,000	15,000
31921	Hotel/Motel Tax	103,422	89,020	90,000	90,000
	TOTAL TAXES	\$ 28,968,377	\$ 29,760,181	\$ 29,108,900	\$ 30,198,283
PERMITS					
32210	Beer License Application Fees	1,000	1,000	500	1,000
32610	Building Permits	276,755	576,046	275,000	275,000
32630	Plumbing Permits	21,266	27,697	20,000	20,000
32635	Mechanical Permits	13,462	25,907	15,000	15,000
32670	Plans Review Fees	142,607	214,803	100,000	100,000
32680	Inspection fees	125	175	200	100
32690	Other Permits and Renewal Fees	112,297	24,342	25,000	25,000
33110	Community Development Grant	-	7,556	-	-
	TOTAL PERMITS	567,512	877,525	435,700	\$ 436,100

Function	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
STATE REVENUES					
33179	OJP Vest Grant	1,970	7,551	8,000	8,000
33291	Other Federal - DEA -POL OT	12,519	-	5,000	5,000
33418	Jag Grant Revenue	-	12,512	-	-
33429	State Grant-FIRE Training Reim	43,200	44,000	40,000	40,000
33430	State Grant-PD Training Reim	44,000	34,400	46,000	46,000
33441	State Grant	-	1,000	-	-
33450	State Grant - TEMA	7,983	-	-	-
33510	State Sales Tax	4,615,395	4,763,913	4,600,000	4,800,000
33515	State Gambling Tax	69,030	73,593	50,000	60,000
33520	State Income Tax	6,867	6,213	3,000	3,000
33530	State Beer Tax	17,680	17,019	15,000	15,000
33540	State Alcoholic Beverage Tax	28,977	26,404	25,000	30,000
33553	State Gasoline Inspection Fee	70,933	70,869	68,000	70,000
33555	State Street Contract Maintenance - TDOT	4,221	4,980	4,980	4,980
33558	Transportation Modernization Rev	-	7,170	5,000	5,000
	TOTAL STATE REVENUES	\$ 4,922,775	\$ 5,069,621	\$ 4,869,980	\$ 5,086,980
RECREATION					
33709	Local Grant - Rutherford County	-	1,500	-	-
33730	Local Grant - PEP	9,000	7,000	5,000	6,000
33731	Local Grant - PEP Drivers/Safety Grant	5,969	1,694	3,000	2,000
34120	Fees & Commissions	2,199	2,970	1,500	1,500
34718	Police Security Services	22,547	5,845	1,000	1,500
34731	Veterans Memorial Wall	550	621	500	500
34741	League Fees	3,550	10,900	4,000	10,000
34744	Recreation Fees	6,510	7,528	4,000	3,000
34746	Field Rentals	1,260	-	1,500	1,500
34748	Rental - Multi Purpose Bldg	14,345	12,165	11,000	12,000
34758	Donations-Parks	5,000	-	-	-
	TOTAL RECREATION	\$ 70,930	\$ 50,223	\$ 31,500	\$ 38,000
LIBRARY					
34762	Library - Donations & Gifts	3,158	3,055	100	100
34764	Copies	1,033	955	200	300
34765	Fax	549	360	100	100
34768	Lost Books	27	42	-	-
34769	Lost Cards	35	20	-	-
34770	Sale of Used Books	8	-	-	-
34775	Sale of Miscellaneous items	5	15,362	-	-
34779	Misc Revenue	(89)	-	-	-
34801	Revenue - Children's Programs	83	51	50	-
	TOTAL LIBRARY	\$ 4,809	\$ 19,844	\$ 450	\$ 500
COURT FINES					
35110	City Court Fines & Costs	300,187	247,952	188,000	188,000
35111	Court Fines - Rutherford County	51,820	40,753	40,000	40,000
35112	Court Fines - State of Tennessee	10,390	1,255	3,000	1,500
35114	Fees-E-Citation \$1	2,366	1,412	-	-
35115	Fees-E-Citation \$4	9,464	5,648	-	-
35132	DUI Impound Fees	-	-	100	-
35151	Sex Offender Registry Fees	2,400	1,500	2,000	2,000
	TOTAL COURT FINES	\$ 376,627	\$ 298,520	\$ 233,100	\$ 231,500

Function	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
OTHER REVENUES					
36100	Interest Earnings	5,531	561,789	300,000	400,000
36101	Interest Earnings - Construction	-	265,555	-	-
36212	RENT - CLEARWIRE	-	16,500	-	18,000
36101	Interest Earnings-Bond Account	1,751	-	50,000	-
36212	Rent SBA/Clearwire - Fire Station	18,000	-	-	-
36331	Sale of Equipment - Police	-	90,934	-	-
36350	Insurance Recoveries	227,423	212,877	20,000	50,000
36510	Sale of General Items	1,504,704	-	1,500	15,000
36520	Sale of Fixed Assets	305,776	426	1,500	1,500
36521	Sale of Police Supplies	-	1,575	1,500	1,500
36523	Sale of Police Fixed Assets	-	790	1,500	1,500
36531	Sale of Highway & Streets Supplies	2,958	-	1,500	1,500
36534	Sale of Highway & Streets Fixed Assets	1,226	-	500	500
36705	Grant - GHSO	25,733	(3,742)	5,000	10,000
36706	Contributions Farmers Market	240	-	-	-
36714	Contributions Parks & Rec-Howl @ the Moon, misc	4,125	1,916	3,000	3,000
36726	Contributions Fall Festival	26,609	21,690	15,000	15,000
36730	Contributions Fire Dept	150	-	150	150
36740	Opioid Abatement	10,042	10,657	10,000	10,000
36900	Other Financing Sources	27,069	11,656	12,000	15,000
36907	Windstream/Verizon License ROW	1,000	-	500	1,000
37198	Development Deposits	-	6,000	-	-
37840	Prior Year Surplus-Carryover items	-	-	-	3,450,000
37840	Prior Year Surplus-New items	-	-	-	-
37840	Current Year Surplus	-	-	-	-
37497	Recycling Revenue	14	2,745	1,800	2,500
TOTAL OTHER REVENUES		\$ 2,162,351	\$ 1,201,370	\$ 425,450	\$ 3,996,150

TOTAL REVENUES	\$ 37,073,381	\$ 37,277,283	\$ 35,105,080	\$ 39,987,513
TOTAL EXPENDITURES	\$ 34,781,592	\$ 53,070,319	\$ 50,074,502	\$ 41,728,570
SURPLUS/(DEFICIT)	\$ 2,291,789	\$ (15,793,036)	\$ (14,969,422)	\$ (1,741,056)

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41110	Legislative Board				
111	Salaries - Permanent Employees - Regular	29,400	29,400	29,400	29,400
141	FICA - Employer Share	2,237	2,129	2,249	2,249
142	Health Insurance	102,008	79,904	98,735	119,476
148	Employee Education & Training	185	185	-	-
235	Membership, Registration Fees, Tuition	14,120	14,901	14,300	18,000
280	Travel	-	886	300	5,000
287	Per Diem, Mileage Reimbursement	490	-	500	800
310	Office Supplies & Materials	219	61	500	200
320	Operating Supplies	-	38	300	300
323	Food	7,325	10,872	6,000	6,000
326	Clothing & Uniforms	644	275	500	500
331	Gas, Oil, Diesel, etc.	-	-	400	-
378	Planning Retreat	-	14,248	-	-
	Legislative Board	\$ 156,628	\$ 152,899	\$ 153,184	\$ 181,925

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41200	Judicial				
111	Salaries - Permanent Employees - Regular	116,300	116,398	121,000	124,936
141	FICA - Employer Share	8,905	8,912	9,257	9,558
142	Health Insurance	46,814	49,099	64,968	71,208
148	Employee Education & Training	-	-	750	750
235	Membership, Registration Fees, Tuition	-	-	700	700
252	Legal Services	98,370	76,734	70,000	100,000
259	Other Professional Services	-	1,645	500	500
280	Travel	-	-	1,300	1,300
	Judicial	\$ 270,389	\$ 252,788	\$ 268,475	\$ 308,952

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41210	City Court				
121	Wages-Hourly	91,537	91,392	101,754	106,779
122	Wages-Overtime	19	4,434	800	800
134	Longevity	790	790	840	840
141	FICA - Employer Share	7,213	7,400	7,910	8,294
142	Health Insurance	46,611	33,966	44,314	71,208
143	Retirement - 401 City Match	3,239	3,854	4,653	4,879
144	Retirement - 457 City Match	1,801	2,955	3,619	3,795
148	Employee Education & Training	-	-	200	200
211	Postage	-	-	100	100
259	Other Professional Services	16	-	-	-
260	Repair & Maintenance Service	6,825	7,335	6,528	7,000
280	Travel	95	50	100	100
298	Collection Fees	-	-	-	500
310	Office Supplies & Materials	768	868	2,000	2,000
312	Small Items of Equipment	-	-	100	100
326	Clothing & Uniforms	114	289	100	100
	City Court	\$ 159,028	\$ 153,333	\$ 173,017	\$ 206,695

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41340	City Administrator				
111	Salaries - Permanent Employees - Regular	345,061	376,198	397,325	408,945
129	Other Wages	(154,474)	(169,065)	(206,054)	(212,235)
134	Longevity	1,440	1,440	1,440	1,440
141	FICA - Employer Share	25,357	26,365	30,506	31,394
142	Health Insurance	48,454	51,089	67,098	71,208
143	Retirement - 401 City Match	15,970	16,975	17,944	18,467
144	Retirement - 457 City Match	4,447	6,263	13,957	14,363
148	Employee Education & Training	450	700	2,500	2,500
211	Postage	69	14	300	300
235	Membership, Registration Fees, Tuition	2,611	3,472	3,000	3,000
259	Other Professional Services	480	360	10,000	10,000
280	Travel	-	611	1,000	1,000
287	Per Diem, Mileage Reimbursement	718	64	500	500
310	Office Supplies & Materials	1,950	2,966	2,000	2,000
312	Small Items of Equipment	-	-	5,000	5,000
323	Food	-	-	-	-
326	Clothing & Uniforms	522	811	500	500
331	Gas Oil & Fuel	3,198	3,153	3,500	3,500
533	Machinery & Equipment Rental	1,100	1,300	1,300	-
940	Machinery & Equipment	-	-	-	7,050
	City Administrator	\$ 297,353	\$ 322,716	\$ 351,816	\$ 368,933

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41510	City Recorder				
121	Wages-Hourly	113,026	132,778	105,084	108,237
122	Wages-Overtime	798	5,385	1,000	5,000
134	Longevity	320	540	440	540
141	FICA - Employer Share	8,825	10,263	8,149	8,704
142	Health Insurance	44,412	66,161	64,840	71,208
143	Retirement - 401 City Match	5,257	5,184	4,794	5,120
144	Retirement - 457 City Match	3,375	3,413	3,728	3,982
148	Employee Education & Training	-	-	500	500
211	Postage	228	337	500	500
231	Publication of Formal & Legal Notices	5,896	5,843	6,000	7,000
235	Membership, Registration Fees, Tuition	-	240	300	300
259	Other Professional Services	7,167	24,082	7,500	7,500
260	Repair & Maintenance Service	-	25,347	18,000	-
280	Travel	-	-	100	100
310	Office Supplies & Materials	1,575	2,538	2,000	2,000
312	Small Items of Equipment	106	-	500	500
326	Clothing & Uniforms	55	-	100	100
533	Machinery & Equipment Rental	1,935	2,795	2,600	2,600
	City Recorder	\$ 192,975	\$ 284,907	\$ 226,135	\$ 223,891

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41592	Finance/Tax Administration				
111	Salaries - Permanent Employees - Regular	225,758	165,300	218,776	280,485
121	Wages-Hourly	300,912	393,640	456,447	281,035
122	Wages-Overtime	906	1,228	2,600	500
129	Other Wages	(262,763)	(288,581)	(337,781)	(347,914)
130	Referral Pay	100	-	-	-
132	Bonus Pay	3,295	1,648	-	2,385
134	Longevity	3,560	2,380	2,630	2,380
141	FICA - Employer Share	47,048	42,870	52,055	49,379
142	Health Insurance	160,069	164,164	231,332	210,949
143	Retirement - 401 City Match	23,568	21,764	29,878	26,469
144	Retirement - 457 City Match	4,132	8,741	23,238	20,587
148	Employee Education & Training	200	440	2,000	2,500
211	Postage	8,442	9,785	8,500	8,500
221	Printing, Stationery, Envelopes	-	-	500	500
231	Publication of Formal & Legal Notices	-	-	1,200	1,200
235	Membership, Registration Fees, Tuition	1,270	909	500	2,000
253	Accounting & Auditing Services	22,335	23,200	25,000	25,000
259	Other Professional Services	291,962	168,403	110,000	175,000
260	Repair & Maintenance Service	31,000	37,905	35,000	40,000
260	Repair & Maintenance Service	-	-	-	95,000
280	Travel	-	23	150	700
287	Per Diem, Mileage Reimbursement	-	-	100	100
310	Office Supplies & Materials	4,849	4,698	4,900	4,900
312	Small Items of Equipment	6,008	819	1,500	2,500
320	Operating Supplies	639	-	500	500
323	Food	-	70	-	200
326	Clothing & Uniforms	156	228	400	300
401	Tax Relief	8,231	9,441	10,000	10,000
533	Machinery & Equipment Rental	-	-	500	-
555	Bank Service Charges	688	10,187	5,000	5,000
	Finance/Tax Administration	\$ 882,365	\$ 779,263	\$ 884,925	\$ 900,155

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41650	Human Resources				
111	Salaries - Permanent Employees - Regular	168,093	178,726	192,201	214,531
121	Wages-Hourly	80,592	127,296	173,430	118,696
122	Wages-Overtime	27	1,807	1,000	2,000
129	Other Wages	(130,788)	(142,458)	(215,571)	(222,038)
134	Longevity	530	430	650	730
135	Employee Relations	42,905	35,971	20,000	50,000
141	FICA - Employer Share	19,074	22,987	28,097	25,701
142	Health Insurance	80,719	97,236	129,725	106,423
143	Retirement - 401 City Match	10,723	13,619	16,528	15,118
144	Retirement - 457 City Match	4,079	5,085	12,855	11,758
147	Unemployment Insurance	-	-	-	3,000
148	Employee Education & Training	4,389	30,236	40,000	50,000
211	Postage	1,158	895	400	400
221	Printing, Stationery, Envelopes	1,512	3,928	4,000	4,000
231	Publication of Formal & Legal Notices	263	-	300	300
235	Membership, Registration Fees, Tuition	4,151	15,161	4,000	8,000
237	Advertising	2,387	2,583	2,000	2,000
259	Other Professional Services	88,920	42,482	145,411	100,000
260	Repair & Maintenance Service	-	78,214	93,000	130,000
280	Travel	4,264	8,806	6,000	10,000
287	Per Diem, Mileage Reimbursement	1,608	1,287	1,200	2,500
310	Office Supplies & Materials	4,102	5,936	3,700	2,500
312	Small Items of Equipment	-	1,936	1,500	1,500
320	Operating Supplies	499	2,762	1,000	1,000
323	Food	1,057	259	200	200
326	Clothing & Uniforms	210	627	250	300
376	Employee Relations - Thanksgiving	-	6,743	7,000	10,500
377	Employee Relations - Holiday	-	21,553	25,000	35,000
948	Computer Equipment	32,258	63,301	-	-
	Human Resources	\$ 422,732	\$ 627,408	\$ 693,876	\$ 684,120

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41670	Engineering				
111	Salaries - Permanent Employees - Regular	57,892	127,332	124,463	168,553
121	Wages-Hourly	225,538	256,671	267,484	217,780
122	Wages-Overtime	917	1,473	2,000	2,000
128	Other Wages	-	(42,588)	-	-
129	Other Wages	(182,563)	(211,148)	(230,471)	(237,385)
132	Bonus Pay	-	-	4,258	2,191
134	Longevity	1,580	2,100	2,250	2,250
141	FICA - Employer Share	22,004	29,619	30,635	29,880
142	Health Insurance	89,123	105,891	132,636	124,907
143	Retirement - 401 City Match	8,585	16,824	18,020	17,576
144	Retirement - 457 City Match	2,420	4,628	14,016	13,670
147	Unemployment Insurance	825	-	-	-
148	Employee Education & Training	449	1,059	1,200	1,200
211	Postage	8	-	100	100
231	Publication of Formal & Legal Notices	-	-	200	200
235	Membership, Registration Fees, Tuition	35	365	1,500	1,500
241	Electric	6,335	5,778	6,000	6,000
242	Water	126	-	200	200
259	Other Professional Services	6,153	1,418	610,000	10,000
259	Other Professional Services	-	-	-	500,000
260	Repair & Maintenance Service	3,473	5,042	1,000	6,000
280	Travel	-	-	500	500
287	Per Diem, Mileage Reimbursement	44	-	300	300
310	Office Supplies & Materials	1,076	725	1,500	1,500
312	Small Items of Equipment	4,025	2,536	2,000	2,000
320	Operating Supplies	542	499	3,000	3,000
323	Food	-	180	400	400
324	Janitorial Supplies	-	337	300	300
326	Clothing & Uniforms	1,931	1,706	2,000	2,051
331	Gas, Oil, Diesel, etc.	3,681	3,916	3,500	4,000
533	Machinery & Equipment Rental	-	-	1,000	1,000
	Engineering	\$ 254,199	\$ 314,363	\$ 999,991	\$ 881,675

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41680	Information Technology				
111	Salaries - Permanent Employees - Regular	191,287	207,763	220,795	227,419
121	Wages-Hourly	117,418	140,053	146,047	232,304
122	Wages-Overtime	-	19	-	3,250
129	Other Wages	(152,420)	(172,356)	(192,239)	(198,006)
132	Bonus Pay	-	-	2,384	4,769
134	Longevity	1,680	1,830	1,980	2,850
141	FICA - Employer Share	24,021	26,751	28,397	35,635
142	Health Insurance	62,950	63,404	67,235	107,398
143	Retirement - 401 City Match	11,881	15,725	16,704	20,962
144	Retirement - 457 City Match	6,971	9,637	12,992	16,304
211	Postage	63	72	50	50
231	Publication of Formal & Legal Notices	-	336	200	200
233	Subscriptions to Newspapers & Periodicals	20	153	500	3,140
235	Membership, Registration Fees, Tuition	12,581	14,109	16,500	20,000
245	Telephone & Cell Phones	251,868	282,858	250,000	300,000
260	Repair & Maintenance Service	133,954	108,614	153,000	160,000
260	Repair & Maintenance Service	-	-	-	18,000
260	Repair & Maintenance Service	-	-	-	7,500
260	Repair & Maintenance Service	-	-	-	15,000
310	Office Supplies & Materials	94	42	1,000	-
312	Small Items of Equipment	76,097	49,443	57,000	65,500
320	Operating Supplies	708	-	3,000	3,000
326	Clothing & Uniforms	576	201	800	1,350
331	Gas, Oil, Diesel, etc.	94	49	220	220
346	Communication Maintenance	52,772	49,174	50,000	51,000
529	Lease Vehicle	9	9	9	11,000
945	Communication Equipment Rutherford County	-	105,298	-	-
948	Computer Equipment	89,410	25,440	-	50,000
	Information Technology	\$ 882,034	\$ 928,625	\$ 836,575	\$ 1,158,846

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41700	Planning				
111	Salaries - Permanent Employees - Regular	81,084	88,311	93,526	96,332
121	Wages-Hourly	-	-	-	57,733
129	Other Wages	-	42,588	-	-
134	Longevity	320	370	420	690
141	FICA - Employer Share	6,072	6,546	7,187	11,839
142	Health Insurance	23,571	22,077	32,748	58,448
143	Retirement - 401 City Match	3,702	3,986	4,228	6,964
144	Retirement - 457 City Match	-	-	3,288	5,416
148	Employee Education & Training	-	-	1,000	1,000
211	Postage	-	-	100	100
233	Subscriptions to Newspapers & Periodicals	-	-	100	100
235	Membership, Registration Fees, Tuition	11,091	10,945	11,500	12,000
259	Other Professional Services	14,080	-	-	-
280	Travel	377	-	500	800
287	Per Diem, Mileage Reimbursement	53	-	100	100
310	Office Supplies & Materials	274	254	300	300
323	Food	2,761	2,248	2,500	2,500
326	Clothing & Uniforms	542	780	600	600
331	Gas, Oil, Diesel, etc.	394	227	425	425
720	Grants/ Donations Other Institutions	26,423	27,336	28,000	33,500
	Planning	\$ 170,744	\$ 205,669	\$ 186,522	\$ 288,847

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41710	Codes Administration				
111	Salaries - Permanent Employees - Regular	104,676	73,557	93,526	102,199
121	Wages-Hourly	95,210	116,677	92,670	100,713
122	Wages-Overtime	3,937	453	3,000	3,000
126	Wages-Inspector	275,416	231,991	339,682	374,712
132	Bonus Pay	-	1,471	-	-
134	Longevity	3,660	2,450	3,480	3,930
141	FICA - Employer Share	37,473	32,585	40,725	44,718
142	Health Insurance	174,406	180,337	253,507	225,899
143	Retirement - 401 City Match	17,006	17,139	23,956	26,305
144	Retirement - 457 City Match	1,596	3,660	18,633	20,459
148	Employee Education & Training	1,192	2,870	3,000	4,000
211	Postage	4,650	7,260	3,000	3,000
221	Printing, Stationery, Envelopes	-	-	400	400
235	Membership, Registration Fees, Tuition	1,341	798	1,200	5,000
241	Electric	6,335	5,778	6,000	6,000
242	Water	126	-	150	150
259	Other Professional Services	102	225	5,000	5,000
260	Repair & Maintenance Service	78,752	91,803	47,000	108,000
265	Repair & Maintenance Grounds	50	-	15,000	-
280	Travel	984	1,888	2,000	2,000
287	Per Diem, Mileage Reimbursement	517	355	400	500
310	Office Supplies & Materials	1,639	1,416	2,000	2,000
312	Small Items of Equipment	1,758	126	1,500	3,000
313	Books	142	173	500	2,500
320	Operating Supplies	313	1,012	1,500	1,500
323	Food	-	-	-	200
324	Janitorial Supplies	-	230	400	400
326	Clothing & Uniforms	2,521	2,730	3,000	3,000
331	Gas, Oil, Diesel, etc.	3,399	2,803	3,850	4,850
365	Condemnation	420	21,400	50,000	11,000
365	Condemnation	-	-	-	29,000
529	Lease Vehicle	-	-	10,702	10,702
529	Lease Vehicle	-	-	-	12,500
	Codes Administration	\$ 817,621	\$ 801,188	\$ 1,025,781	\$ 1,116,638

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41810	City Hall				
221	Printing, Stationery, Envelopes	75	-	1,200	1,200
233	Subscriptions to Newspapers & Periodicals	688	701	700	700
241	Electric	19,538	22,074	24,000	24,000
242	Water	791	765	2,500	2,500
244	Gas	1,126	1,176	1,800	1,800
248	Communication Services-Comcast	2,409	1,000	2,500	2,500
259	Other Professional Services	500	500	5,000	5,000
260	Repair & Maintenance Service	5,442	10,106	15,000	15,000
266	Repair & Maintenance Building	18,223	6,854	15,000	15,000
310	Office Supplies & Materials	6,656	10,034	8,000	8,000
312	Small Items of Equipment	3,440	2,998	5,000	5,000
320	Operating Supplies	8,936	7,807	6,000	6,000
321	Agriculture & Horticulture Supplies	-	-	-	-
324	Janitorial Supplies	235	-	4,000	4,000
331	Gas, Oil, Diesel, etc.	-	-	200	200
378	Employee Relations-Retreat	2,215	598	15,000	15,000
510	Insurance	444,697	577,598	600,000	615,000
529	Lease Vehicle	-	-	10,320	10,320
533	Machinery & Equipment Rental	9,510	8,531	9,000	9,000
534	Nes Pole Fee	10,435	16,370	15,000	15,000
721	Grants-Non Profits	-	4,000,000	2,500,000	-
723	Grants/Donations Health Dept	4,000	4,000	4,000	4,000
920	Buildings	9,612	8,250,000	3,570,000	-
939	Other Improvements	2,242,078	328,672	150,000	750,000
939	Other Improvements	-	-	-	2,000,000
	City Hall	\$ 2,790,606	\$ 13,249,784	\$ 6,964,220	\$ 3,509,220

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
41920	Special Project - Census				
236	Public Relations	33,657	20,775	10,000	-
	Special Project - Census	\$ 33,657	\$ 20,775	\$ 10,000	\$ -

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42100	Police				
111	Salaries - Permanent Employees - Regular	274,182	380,965	490,876	588,737
121	Wages-Hourly	4,190,197	3,796,928	4,615,291	4,886,116
122	Wages-Overtime	471,307	629,366	516,000	650,000
123	Wages-Clerical	427,478	570,973	803,798	796,957
124	Wages-Dispatcher	431,205	421,790	724,835	639,615
128	Wages-Other (Pay Supplement from POST)	44,000	34,400	46,000	46,000
130	Referral Pay	-	-	-	200
132	Bonus Pay	19,436	-	3,394	13,883
134	Longevity	31,640	26,960	30,080	30,880
138	Clothing Taxable Fringe	6,600	4,800	6,600	6,800
141	FICA - Employer Share	462,065	449,470	549,597	580,811
142	Health Insurance	1,825,266	1,963,192	2,631,478	2,834,325
143	Retirement - 401 City Match	245,251	247,734	323,292	341,654
144	Retirement - 457 City Match	83,940	112,560	251,450	265,731
147	Unemployment Insurance	55	1,934	-	-
148	Employee Education & Training	42,739	61,797	44,000	55,000
211	Postage	1,047	1,303	1,100	1,500
221	Printing, Stationery, Envelopes	847	2,498	4,000	4,000
223	Publications	-	31	1,000	1,000
231	Publication of Formal & Legal Notices	-	-	2,000	500
234	Subscriptions	19,014	40,740	21,000	22,500
235	Membership, Registration Fees, Tuition	6,503	10,827	9,000	9,000
236	Public Relations/Recruitment	2,577	3,601	4,000	8,000
241	Electric	45,650	44,869	49,500	49,500
242	Water	3,946	3,399	4,000	4,000
244	Gas	1,406	1,697	2,200	2,200
248	Communication Services-Comcast	-	-	1,800	1,800
259	Other Professional Services	71,268	117,618	25,000	85,000
260	Repair & Maintenance Service	185,960	179,876	225,000	230,000
261	Repair & Maintenance Vehicles	42,498	73,121	65,000	65,000
266	Repair & Maintenance Building	20,167	20,470	20,000	20,000
280	Travel	14,110	35,013	25,000	25,000
287	Meals & Per Diem	6,448	14,273	15,000	15,000
290	Dui Towing-Contractual Services	-	-	2,000	2,000
310	Office Supplies & Materials	32,744	30,921	30,000	30,000
312	Small Items of Equipment	43,195	770,847	120,000	120,000
312	Small Items of Equipment	-	-	-	60,000
320	Operating Supplies	22,245	26,014	20,000	20,000
322	Chemical, Laboratory, & Medical	400	4,954	2,000	2,000
323	Food	5,136	8,977	5,000	15,000
324	Janitorial Supplies	3,125	2,929	3,000	3,000
326	Clothing & Uniforms	42,536	77,687	70,000	70,000
327	Fire Arm Supplies	32,175	(14,828)	30,000	58,000
331	Gas, Oil, Diesel, etc.	210,779	171,058	200,000	200,000
345	Communication Lease & Metro Contract	32,148	31,328	52,000	52,000
529	Lease Vehicle	-	-	-	46,213
533	Machinery & Equipment Rental	6,473	7,904	7,500	7,500
718	Sex Offender Expense	280	-	2,000	2,000
785	Grants-Bullet Proof Vests	-	19,057	8,000	24,000

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42100	Police (Continued)				
789	Other Grants, Crime Felony Accounts	-	(1,812)	3,000	3,000
796	K-9 Unit	12,777	6,470	10,000	10,000
799	Grants & Contribution Christmas	-	-	5,000	9,000
920	Buildings	27,366	-	1,255,656	-
944	Transportation Equipment	388,211	871,154	931,570	-
948	Computer Equipment	122,887	-	-	-
949	Other Machinery & Equipment	25,500	29,995	-	-
	Police	\$ 9,984,779	\$ 11,294,862	\$ 14,268,018	\$ 13,014,421

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42200	Fire Department				
111	Salaries - Permanent Employees - Regular	3,295,805	3,535,398	4,369,706	4,713,057
121	Wages-Hourly	134,499	205,320	253,392	248,839
122	Wages-Overtime	83,628	163,234	151,500	235,000
128	Other Wages	42,400	44,000	50,400	55,200
130	Referral Pay	200	200	-	200
132	Bonus Pay	1,648	1,648	5,340	5,429
134	Longevity	18,300	19,270	21,300	22,320
141	FICA - Employer Share	275,709	300,642	367,295	399,270
142	Health Insurance	1,166,803	1,395,024	1,664,784	1,763,518
143	Retirement - 401 City Match	144,727	157,662	214,188	234,865
144	Retirement - 457 City Match	40,545	59,513	166,591	182,673
147	Unemployment Insurance	1,598	-	-	-
148	Employee Education & Training	62,025	42,481	85,000	85,000
211	Postage	65	74	500	500
221	Printing, Stationery, Envelopes	-	-	500	500
223	Publications	-	-	200	200
233	Subscription to Newspapers & Periodicals	-	580	200	200
235	Membership, Registration Fees, Tuition	11,316	6,614	8,500	8,500
236	Public Relations	4,549	188	5,000	5,000
241	Electric	23,451	25,152	29,700	50,000
242	Water	2,179	4,758	2,750	2,750
244	Gas	7,173	6,544	4,400	10,500
248	Communication Services-Comcast	2,419	1,657	5,000	3,000
259	Other Professional Services	3,993	1,810	98,000	36,000
260	Repair & Maintenance Service	41,164	49,052	43,000	50,000
261	Repair & Maintenance Vehicles	151,671	169,724	80,000	40,000
266	Repair & Maintenance Building	15,600	6,643	13,500	20,000
280	Travel	2,649	3,445	10,000	10,000
287	Per Diem, Mileage Reimbursement	2,247	4,096	6,000	4,000
310	Office Supplies & Materials	4,722	5,081	9,000	9,000
312	Small Items of Equipment	15,100	120,075	45,000	45,000
313	Books	3,442	3,377	8,000	8,000
320	Operating Supplies	16,925	20,464	25,000	25,000
322	Medical Supplies	16,962	19,093	20,000	20,000
323	Food	-	-	-	4,000
324	Janitorial Supplies	4,301	5,786	7,500	7,500
326	Clothing & Uniforms	50,526	56,050	50,000	55,000
329	PPE	47,834	73,709	85,000	50,000
331	Gas, Oil, Diesel, etc.	63,284	57,691	65,000	65,000
529	Lease Vehicle	1,000	6,000	6,000	6,000
533	Machinery & Equipment Rental	5,544	6,466	5,000	5,000
722	Fire Prevention	17,131	15,972	21,000	21,000
734	Emergency Services - Non Profit	-	34,228	16,000	35,000
788	Hazmat	5,909	1,677	10,000	10,000
920	Buildings	2,231,196	8,341,828	581,000	-
939	Other Improvements	-	37,000	200,000	700,000
940	Machinery & Equipment	-	-	-	230,000
944	Transportation Equipment	-	793,439	-	-
	Fire Department	\$ 8,020,239	\$ 15,802,666	\$ 8,810,245	\$ 9,482,021

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
43100	Highways & Streets				
111	Salaries - Permanent Employees - Regular	-	-	-	41,567
121	Wages-Hourly	298,223	344,458	448,469	461,920
122	Wages-Overtime	9,100	11,185	15,000	15,000
134	Longevity	2,060	1,360	1,650	1,950
141	FICA - Employer Share	26,977	26,919	35,582	39,813
142	Health Insurance	215,940	215,038	290,388	313,012
143	Retirement - 401 City Match	8,444	12,269	20,930	23,420
144	Retirement - 457 City Match	4,568	2,750	16,279	18,215
148	Employee Education & Training	1,096	2,490	2,000	2,000
211	Postage	-	-	100	100
221	Printing, Stationery, Envelopes	-	-	50	50
235	Membership, Registration Fees, Tuition	-	-	200	200
241	Electric	5,698	5,850	6,600	6,600
242	Water	314	313	770	770
244	Gas	792	898	1,100	1,100
259	Other Professional Services	490	-	400	400
260	Repair & Maintenance Service	6,805	6,880	20,000	20,000
265	Repair & Maintenance Grounds	-	-	500	500
266	Repair & Maintenance Building	2,273	642	1,000	1,000
268	Repair & Maintenance Roads & Streets	20,736	22,072	25,000	25,000
280	Travel	-	-	100	100
310	Office Supplies & Materials	3,397	2,877	2,200	2,200
312	Small Items of Equipment	12,422	51,592	3,000	3,000
320	Operating Supplies	26,392	25,072	25,000	30,000
323	Food	82	242	200	200
324	Janitorial Supplies	1,446	2,343	1,500	1,500
326	Clothing & Uniforms	7,426	7,758	7,000	7,000
331	Gas, Oil, Diesel, etc.	34,962	33,895	38,000	38,000
342	Sign Parts & Supplies	8,925	4,605	10,000	15,000
529	Lease Vehicle	-	-	10,702	10,702
533	Machinery & Equipment Rental	1,012	-	-	-
940	Machinery & Equipment	88,799	37,439	277,000	7,050
944	Transportation Equipment	-	223,921	200,000	-
	Highways & Streets	\$ 788,379	\$ 1,042,866	\$ 1,460,720	\$ 1,087,370

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
43170	Fleet Maintenance				
121	Wages-Hourly	169,568	178,841	182,053	187,514
122	Wages-Overtime	4,287	5,426	4,000	4,000
130	Referral Pay	100	-	-	-
134	Longevity	790	890	1,460	1,610
141	FICA - Employer Share	13,494	13,818	14,345	14,774
142	Health Insurance	70,050	66,231	97,456	106,812
143	Retirement - 401 City Match	6,780	8,327	8,438	8,691
144	Retirement - 457 City Match	2,154	2,885	6,563	6,759
148	Employee Education & Training	2,137	221	1,000	1,200
260	Repair & Maintenance Service	822	684	500	-
266	Repair & Maintenance Building	-	57	500	500
270	Fleet-Admin	2,885	3,800	2,000	2,000
271	Fleet-Codes	2,290	6,779	3,000	3,000
272	Fleet-Engineering	960	960	1,500	1,500
273	Fleet-Parks & Rec	12,685	16,039	13,000	13,000
274	Fleet-Police	122,865	135,993	100,000	135,000
275	Fleet-Streets	58,211	62,883	50,000	50,000
276	Fleet-Sewer	2,843	-	-	-
277	Fleet-Water	2,086	2,706	-	-
278	Fleet-Water Billing	-	-	-	-
281	Fleet-Maintenance	-	-	2,500	3,000
301	Fleet-Hazmat	-	-	500	1,500
302	Fleet-IT	192	671	500	500
303	Fleet-Seniors	-	-	500	500
305	Fleet-Stormwater	2,684	771	-	-
308	Fleet-Fire Dept	61,523	70,579	70,000	120,000
309	Fleet-City Hall	192	192	200	400
310	Office Supplies & Materials	36	118	300	300
312	Small Items of Equipment	20,955	7,409	12,000	12,000
320	Operating Supplies	24,853	25,686	25,000	25,000
324	Janitorial Supplies	-	-	200	200
326	Clothing & Uniforms	853	1,301	1,600	1,600
331	Gas, Oil, Diesel, etc.	9,981	11,110	13,000	13,000
944	Transportation Equipment	106,180	-	-	-
	Fleet Maintenance	\$ 702,456	\$ 624,378	\$ 612,115	\$ 714,361

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
44300	Culture				
721	Grant or Donation-Non Profit	47,835	54,259	58,259	63,250
	Culture	\$ 47,835	\$ 54,259	\$ 58,259	\$ 63,250

CITY OF LA VERGNE

NONPROFIT DONATIONS

FY 2025-2026

Fund	Function	Object	Nonprofit Organizations	FY 2024-2025	FY 2025-2026
110	44300	721	Carpe Artista	\$12,500	\$12,500
110	44300	721	Child Advocacy Center of Rutherford County	\$8,000	\$8,000
123	42129	729	Child Advocacy Center of Rutherford County	\$8,000	\$8,000
110	44300	721	Domestic Violence & Sexual Assault (DVSA)		\$2,500
110	47100	250	Industrial Development Board	\$10,000	\$10,000
110	44300	721	MCHRA Meals on Wheels	\$7,500	\$11,750
110	44300	721	MCHRA Transportation	\$1,000	\$1,000
110	44300	721	No Longer Bound - Club Knockout	\$25,000	\$25,000
110	44300	721	Special Kids Inc		\$2,500
123	42129	729	Tennessee Association of Chief of Police	\$4,500	\$4,500
			TOTAL	\$76,500	\$85,750

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
44400	Parks & Recreation/Maint				
111	Salaries - Permanent Employees - Regular	142,486	114,924	107,412	110,634
121	Wages-Hourly	732,719	765,640	895,698	942,845
122	Wages-Overtime	26,659	26,582	25,000	25,000
123	Wages-Clerical	45,719	34,286	46,003	47,383
129	Other Wages	(284,640)	(323,711)	(206,290)	(212,478)
130	Referral Pay	-	-	-	100
134	Longevity	5,970	6,280	6,070	7,320
141	FICA - Employer Share	75,966	72,404	82,634	86,688
142	Health Insurance	375,470	409,820	465,460	457,181
143	Retirement - 401 City Match	36,468	36,198	46,211	49,683
144	Retirement - 457 City Match	13,959	17,359	35,942	38,642
148	Employee Education & Training	2,480	1,890	2,500	4,000
211	Postage	6	-	300	300
221	Printing, Stationery, Envelopes	-	-	500	500
230	Public Relations 4th of July	24,773	42,756	35,000	40,000
231	Publication of Formal & Legal Notices	252	431	300	300
235	Membership, Registration Fees, Tuition	583	1,925	2,500	2,500
237	Advertising	7,002	15,548	10,000	12,500
238	Public Relations - Old Timers Days	44,153	42,343	45,000	45,000
241	Electric	48,641	45,328	55,000	55,000
242	Water	19,650	9,070	13,200	13,200
244	Gas	1,586	1,623	2,200	2,200
248	Comcast	174	-	-	-
259	Other Professional Services	1,230	65	1,000	1,000
260	Repair & Maintenance Service	66,419	17,837	45,000	45,000
261	Repair & Maintenance Vehicles	1,001	973	2,000	2,000
265	Repair & Maintenance Grounds	20,452	10,604	167,000	25,000
266	Repair & Maintenance Building	62,817	38,869	8,000	8,000
280	Travel	618	462	750	1,500
287	Per Diem, Mileage Reimbursement	551	67	400	400
310	Office Supplies & Materials	3,832	6,330	6,000	6,000
312	Small Items of Equipment	64,825	82,373	4,000	4,000
320	Operating Supplies	29,943	28,633	25,000	30,000
321	Agriculture & Horticulture Services	4,453	6,201	7,500	10,500
323	Food	294	312	300	500
324	Janitorial Supplies	6,757	8,156	6,500	6,500
326	Clothing & Uniforms	10,912	11,186	9,000	9,000
330	Repair & Maintenance Supplies	10,334	10,684	10,000	15,000
331	Gas, Oil, Diesel, etc.	16,892	15,481	16,000	16,000
529	Lease Vehicle	-	-	-	11,000
529	Lease Vehicle	-	-	-	11,000
533	Machinery & Equipment Rental	7,298	3,250	5,000	5,000
754	5K Run	6,559	5,801	8,000	10,000
756	Veteran's Memorial Services	475	382	700	700
757	Veteran's Memorial Wall Bricks	454	577	200	1,200
797	Other Softball Leagues	1,833	-	-	-
801	Other League Related Expenses	14,083	-	-	-
850	Programs	39,904	31,832	30,000	35,000
920	Buildings	-	25,541	-	-
939	Other Improvements	130,859	-	-	-
940	Machinery & Equipment	-	-	-	16,000
949	Other Machinery & Equipment	79,713	-	-	-
944	Transportation Equipment	-	47,351	-	-
	Parks & Recreation/Maint	\$ 1,902,584	\$ 1,673,664	\$ 2,022,990	\$ 1,998,798

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
44800	Library				
111	Salaries - Permanent Employees - Regular	128,229	136,761	123,827	147,944
121	Wages-Hourly	332,743	366,412	438,536	427,413
122	Wages-Overtime	9,045	6,496	4,000	4,000
132	Bonus Pay	-	-	-	1,353
134	Longevity	3,900	3,700	3,200	3,500
141	FICA - Employer Share	36,755	38,903	43,572	44,589
142	Health Insurance	160,325	162,663	197,950	155,666
143	Retirement - 401 City Match	11,793	15,019	16,895	17,598
144	Retirement - 457 City Match	1,753	2,506	13,140	13,687
148	Employee Education & Training	-	49	350	1,250
211	Postage	93	118	500	500
233	Subscriptions to Newspapers & Periodicals	6,621	12,087	10,000	13,000
235	Membership, Registration Fees, Tuition	209	765	1,000	1,000
237	Advertising	-	395	500	-
241	Electric	38,071	41,179	49,500	49,500
242	Water	456	451	880	880
244	Gas	4,563	2,115	2,200	2,200
248	Communication Services-Comcast	1,695	1,431	1,600	1,600
259	Other Professional Services	-	-	300	-
260	Repair & Maintenance Service	35,685	31,728	10,000	10,000
266	Repair & Maintenance Building	3,158	5,406	10,000	10,000
280	Travel	-	26	-	-
310	Office Supplies & Materials	3,928	3,233	8,500	8,500
312	Small Items of Equipment	37,758	18,326	5,000	5,000
313	Books	55,166	36,788	47,000	47,000
314	Audio Books/Electronic Audio	2,316	7,308	8,000	8,000
315	Video Tapes	983	6,037	2,500	2,500
317	Compact Discs	204	70	200	100
320	Operating Supplies	11,220	9,443	10,000	10,000
323	Food	1,324	1,363	500	500
324	Janitorial Supplies	3,169	2,715	2,200	2,200
348	Covid-19	218	-	-	-
533	Machinery & Equipment Rental	10,349	13,066	15,000	15,000
850	Programs	27,176	28,288	20,800	20,800
939	Other Improvements	51,692	-	-	-
	Library	\$ 980,597	\$ 954,848	\$ 1,047,650	\$ 1,025,279

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
47100	Economic Development				
111	Salaries - Permanent Employees - Regular	90,169	91,837	99,222	102,199
121	Wages-Hourly	109,913	94,109	116,148	119,632
122	Wages-Overtime	-	8,661	1,000	1,000
134	Longevity	910	1,060	1,310	1,410
138	Clothing Taxable Fringe	4,050	3,771	4,050	6,000
141	FICA - Employer Share	16,011	15,249	16,653	17,154
142	Health Insurance	70,267	58,203	87,723	82,657
143	Retirement - 401 City Match	7,646	9,052	9,796	10,091
144	Retirement - 457 City Match	1,618	2,391	7,619	7,848
148	Employee Education & Training	1,968	922	2,000	5,500
211	Postage	110	144	100	500
221	Printing, Stationery, Envelopes	244	-	200	100
235	Membership, Registration Fees, Tuition	2,790	849	7,000	7,000
236	Public Relations	6,651	3,348	5,000	5,000
237	Advertising	360	14,275	11,000	15,000
250	Industrial Development Board	10,000	10,000	10,000	10,000
259	Other Professional Services	79,562	85,930	80,000	80,000
280	Travel	19,686	21,847	30,000	30,000
287	Per Diem, Mileage Reimbursement	4,251	3,701	6,000	6,000
297	ICSC- Vegas	20,772	20,755	20,000	22,000
310	Office Supplies & Materials	317	74	500	900
312	Small Items of Equipment	-	-	-	3,000
320	Operating Supplies	58	60	-	-
323	Food	-	-	1,000	1,000
326	Clothing & Uniforms	-	216	-	500
331	Gas, Oil, Diesel, etc.	902	752	900	900
533	Machinery & Equipment Rental	1,187	87	1,500	2,000
727	Grants/Donations Chamber of Commerce	39,836	39,836	39,000	40,000
944	Transportation	30,050	-	-	-
	Economic Development	\$ 519,328	\$ 487,129	\$ 557,720	\$ 577,392

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
47200	Public Relations				
121	Wages-Hourly	150,976	158,300	160,555	83,504
122	Wages-Overtime	6,029	5,186	6,500	3,250
132	Bonus Pay	2,315	2,315	4,769	-
134	Longevity	990	1,040	1,090	70
141	FICA - Employer Share	12,436	12,577	13,228	6,642
142	Health Insurance	47,064	48,154	55,284	35,604
143	Retirement - 401 City Match	7,399	7,513	7,781	3,907
144	Retirement - 457 City Match	4,660	5,641	6,052	3,039
148	Employee Education & Training	549	-	2,500	2,500
211	Postage	472	-	-	-
221	Printing, Stationery, Envelopes	-	67	4,000	4,000
228	Public Relations - Pageant	-	-	-	-
234	Subscriptions	7,840	8,276	8,500	1,060
235	Membership, Registration Fees, Tuition	1,698	2,035	2,200	1,660
236	Public Relations	4,627	1,214	8,000	8,000
237	Advertising	7,256	2,654	4,000	4,000
239	Licensing	-	-	2,500	2,500
260	Repair & Maintenance Service	-	60	5,000	-
280	Travel	-	128	400	400
310	Office Supplies & Materials	-	-	-	200
312	Small Items of Equipment	900	11,933	12,000	10,000
320	Operating Supplies	231	5,065	5,000	5,000
326	Clothing & Uniforms	477	488	500	50
799	Christmas Kids & Seniors	3,000	2,778	-	-
940	Machinery & Equipment	38,066	-	-	-
	Public Relations	\$ 296,985	\$ 275,425	\$ 309,860	\$ 175,386

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
49000	Debt Service				
604	2015 Bond Issue Principal-(\$5,420,000)	255,000	260,000	270,000	275,000
606	2005 Bond Issue Principal - 311	198,750	210,000	217,500	-
618	2009 Bond Issue Principal - 121	545,000	550,000	-	-
624	2015 Bond Issue Interest (\$5,420,000)	106,423	101,323	96,123	90,048
626	2005/2014 Bond Issue Interest - 311	15,131	10,163	5,438	-
627	2021 GO Bond Interest	487,150	457,400	426,150	393,400
641	2009 Bond Issue Interest - 121	42,710	22,000	-	-
651	Radio Console Replacement Principal	62,437	63,838	-	-
652	Radio Console Replacement Interest	2,832	1,432	-	-
680	2021 GO Bond Principal	595,000	625,000	655,000	690,000
691	Bank Service Charges	1,495	810	2,200	2,200
	Debt Service	\$ 2,311,928	\$ 2,301,966	\$ 1,672,411	\$ 1,450,648

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
51626	Operating Transfers				
761	Transfer to Capital Projects Parks	205,000	260,000	250,000	-
762	Transfer to Capital Projects Streets	-	-	6,000,000	2,000,000
763	Transfer to Drug Fund	30,000	30,000	30,000	30,000
768	Transfer to W/S Fund	1,500,000	-	-	-
769	Transfer to Senior Citizens Fund	161,151	174,538	200,000	279,750
	Operating Transfers	\$ 1,896,151	\$ 464,538	\$ 6,480,000	\$ 2,309,750
	TOTAL EXPENDITURES	\$ 34,781,592	\$ 53,070,319	\$ 50,074,502	\$ 41,728,570

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33551	State Gasoline & Motor Fuel	\$ 1,345,076	\$ 1,354,108	\$ 1,370,000	\$ 1,417,440
36100	Interest Earnings	\$ 181	\$ 28,396	\$ 200	\$ 20,000
36350	Insurance Recoveries	\$ 26,435	\$ 33,892	\$ 25,000	\$ 5,000
36900	Other Financing Sources	\$ -	\$ 8,017	\$ -	\$ -
37840	Other Transfer from Fund Balance	\$ -	\$ -	\$ (95,187)	\$ -
	Total Revenues	\$ 1,371,692	\$ 1,424,413	\$ 1,300,013	\$ 1,442,440
EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
43100-247	Street Lighting	\$ 329,168	\$ 153,090	\$ 200,000	\$ 200,000
43100-259	Professional Service	\$ -	\$ 6,440	\$ 75,000	\$ -
43100-264	Repair & Maintenance - Guardrail	\$ 67,975	\$ 85,860	\$ 50,000	\$ 50,000
43100-264	Repair & Maintenance - Guardrail	\$ -	\$ -	\$ -	\$ 29,000
43100-268	Repair & Maintenance Road	\$ 1,450,020	\$ 972,184	\$ 900,000	\$ 1,160,000
43100-555	Bank Service Charge	\$ 298	\$ 1,352	\$ 700	\$ 700
49000-616	Principal Due - 2005/2014 Debt (\$3,050,000)	\$ 66,250	\$ 70,000	\$ 72,500	\$ -
49000-634	Interest Due - 2005/2014 Debt (\$3,050,000)	\$ 5,044	\$ 3,388	\$ 1,813	\$ -
	Total Expenditures	\$ 1,918,755	\$ 1,292,313	\$ 1,300,013	\$ 1,439,700
	Total Revenues	\$ 1,371,692	\$ 1,424,413	\$ 1,300,013	\$ 1,442,440
	Total Expenditures	\$ 1,918,755	\$ 1,292,313	\$ 1,300,013	\$ 1,439,700
	Surplus/(Deficit)	\$ (547,063)	\$ 132,100	\$ -	\$ 2,740

REVENUES

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33400	State Grants	8,000	-	-	-
33710	Local Grant - Rutherford County	46,200	46,200	-	-
34803	Senior Citizens Activities	3,101	607	-	-
36100	Interest Earnings	19	2,944	-	3,000
36350	Insurance Recoveries	600	-	-	-
36718	Fundraiser - Other	4,490	1,206	-	-
36725	Contributions Other	350	6	-	-
36726	Contributions - Fall Festival	1,032	-	-	-
36727	State of TN-GNRC Grant	35,474	24,220	-	-
36731	Fundraiser - Hot Dog Sales	300	-	-	-
36961	Transfer in from General Fund	161,151	174,538	200,000	297,150
	Total Revenues	260,717	249,722	200,000	300,150

EXPENDITURES

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
44310	Senior Citizens				
129	Other Wages	145,411	144,530	-	-
241	Electric	6,550	5,694	6,500	6,000
242	Water	389	653	800	900
244	Gas	6,092	3,378	6,000	6,000
248	Comcast	1,132	1,286	1,750	1,500
259	Other Professional Services	-	38,333	230,000	279,750
260	Repair & Maintenance Service	1,341	1,881	4,000	2,000
266	Repair & Maintenance Building	1,376	1,314	1,500	1,500
287	Meals & Entertainment	140	1,961		
310	Office Supplies & Material	1,126	317		
312	Small Items of Equipment	6,320	2,936		
320	Operating Supplies	1,426	1,759		
323	Food	18,590	13,359		2,000
324	Janitorial Supplies	-	7		
330	Repair & Maintenance Supplies	86	-		
331	Gas, Oil, Diesel, Etc.	2,749	890		
555	Bank Service Charge	462	456	500	500
750	Programs, Music	10,605	4,352		
752	Senior Flower Fund	167	-		
920	Building	36,565	-		
939	Other Improvements	7,014	-		
	Total Expenditures	247,541	223,106	251,050	300,150

	Total Revenues	260,717	249,722	200,000	300,150
	Total Expenditures	247,541	223,106	251,050	300,150
	Surplus/(Deficit)	13,176	26,615	(51,050)	-

REVENUES

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
35110	State Court Fines & Cost	18,801	16,775	20,000	20,000
35131	Impound Fees	-	-	200	200
35200	Forfeits	5,611	49,290	30,000	10,000
36100	Interest Earnings	39	8,052	5,500	7,000
36521	Sale of Police Supplies & Materials	1,776	-	-	-
36900	Other Financing Sources	6,791	-	-	-
36961	Transfer in from General Fund	30,000	30,000	30,000	30,000
	Total Revenues	63,018	104,117	85,700	67,200

EXPENDITURES

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42129	Drug Fund				
148	Employee Education & Training	2,369	2,255	10,000	10,000
235	Membership, Registration Fees	655	-	2,000	2,000
261	Repair & Maintenance Vehicle	-	-	1,000	1,000
290	Towing-Contractual Services	-	-	1,000	1,000
280	Travel	5,791	5,564	10,000	10,000
312	Small Items of Equipment	2,085	-	112,000	-
320	Operating Supplies	-	-	4,000	4,000
327	Firearms Supply	4,263	-	15,000	15,000
555	Bank Service Charge	841	1,014	1,100	1,100
729	Grant or Donation - Organizations	7,000	8,000	17,000	12,500
791	Grants & Contributions DARE	5,161	-	10,000	10,000
	Total Expenditures	28,165	16,833	183,100	66,600
	Total Revenues	63,018	104,117	85,700	67,200
	Total Expenditures	28,165	16,833	183,100	66,600
	Surplus/(Deficit)	34,853	87,284	(97,400)	600

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33210	Federal Revenue Sharing	319,937	134,089	30,000	50,000
36100	Interest Earnings	72	13,577	5,000	5,000
37840	Operating Transfer from Fund Balance	-	-	-	675,750
	Total Revenues	320,009	147,667	35,000	730,750

EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42179	Equitable Sharing				
260	Repair & Maintenance Services	-	23,415	-	-
312	Small Items of Equipment	-	331,566	157,200	27,500
312	Small Items of Equipment				327,000
555	Bank Service Charges	11	481	250	250
742	Undercover Operations	6,365	340	10,000	1,000
940	Equipment	-	-	80,000	375,000
	Total Expenditures	6,376	355,803	247,450	730,750

	Total Revenues	320,009	147,667	35,000	730,750
	Total Expenditures	6,376	355,803	247,450	730,750
	Surplus/(Deficit)	313,633	(208,136)	(212,450)	-

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
36100	Interest Income	449	76,486	50,000	40,000
36520	Sale Assets	513	-	-	-
36900	Other Financing Sources	-	(376)	-	-
37711	Residential	580,200	588,887	575,000	730,000
37712	Non Residential	806,937	821,839	800,000	800,000
37791	Penalty & Fees	19,328	15,125	20,000	20,000
37840	Operating Transfer from Fund Balance	-	-	-	150,000
	Total Revenues	1,407,427	1,501,961	1,445,000	1,740,000

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
55100	Stormwater				
111	Salaries - Permanent Employees - Regular	-	-	-	41,567
121	Wages-Hourly	402,305	448,958	489,366	475,873
122	Wages-Overtime	1,172	6,630	4,000	4,000
129	Other Wages	310,428	341,221	399,770	411,763
132	Bonus Pay	-	-	4,258	2,129
134	Longevity Pay	3,690	4,010	4,260	3,930
141	FICA-Employer Share	32,362	23,437	38,394	40,191
142	Health Insurance	174,014	180,115	229,835	243,168
143	Retirement - 401 City Match	18,133	20,659	22,585	23,642
144	Retirement - 457 City Match	2,098	3,300	17,566	24,625
148	Employee Education & Training	767	614	2,500	5,000
170	Fees	126	3,580	500	4,500
211	Postage	218	1,386	750	750
221	Printing, Stationery Envelopes	-	-	200	200
233	Subscriptions to Newspapers & Periodicals	-	-	200	200
235	Membership, Registration Fees, Tuition	2,425	755	2,500	2,500
236	Public Relations	6,403	4,428	12,500	8,000
237	Advertising	-	189	300	300
241	Electric	7,742	18,528	8,000	8,000
242	Water	218	420	500	500
245	Telephone & Cell Phones	2,085	2,080	3,000	3,000
248	Comcast	1,029	1,093	1,100	1,100
253	Accounting & Audit Services	5,563	5,800	5,500	5,500
259	Other Professional Services	32,195	3,529	96,150	96,150
260	Repair & Maintenance Service	14,286	17,685	20,000	20,000
261	Repair & Maintenance Vehicle	44,678	34,287	18,000	18,000
265	Ditch & Drainage Repair	28,882	16,844	20,000	20,000
266	Repair & Maintenance Building	2,110	3,221	5,000	5,000
280	Travel	-	-	1,000	1,000
287	Meals & Entertainment	-	16	500	500
307	Street Sweeper Maintenance	591	794	3,000	4,000
310	Office Supplies & Materials	3,592	4,630	4,000	4,000
312	Small Items of Equipment	2,911	5,282	5,000	5,000
320	Operating Supplies	38,667	11,792	40,000	40,000
323	Food	161	331	750	750
324	Janitorial	309	383	1,000	1,000
326	Clothing & Uniforms	5,620	4,122	5,000	5,000
331	Gas, Oil, Diesel, etc	15,150	19,884	16,000	16,000
346	Computer Maintenance	24,587	24,587	25,000	25,000
510	Insurance	87,976	109,680	120,000	135,875
529	Lease	6,000	6,000	6,000	-
533	Machinery & Equipment Rental	4,401	5,200	9,000	9,000
555	Bank Service Charge	340	3,345	1,500	1,500
920	Building	184,865	1,500,000	1,500,000	-
942	Construction & Maintenance Machinery	-	72,269	-	-
944	Transportation Equipment	-	46,884	150,000	150,000
	Total Expenditures	1,468,099	2,957,968	3,294,484	1,868,213
	Total Revenues	1,407,427	1,501,961	1,445,000	1,740,000
	Total Expenditures	1,468,099	2,957,968	3,294,484	1,868,213
	Surplus/(Deficit)	(60,672)	(1,456,007)	(1,849,484)	(128,213)

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33400	State Grants	-	177,491	-	-
34315	Sidewalk Deposits	50,580	114,000	20,000	20,000
36100	Interest Income	349	58,346	20,000	50,000
36611	Road Impact Fees	836,584	1,727,427	500,000	700,000
33900	Other Financing Sources	164,211	-	-	-
36920	Bond Proceeds	-	-	-	25,000,000
37810	Transfer in From General Fund	-	-	6,000,000	2,000,000
37990	State Revenues	-	1	-	-
	Total Revenues	1,051,724	2,077,264	6,540,000	27,770,000
EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
43100	Streets Capital Projects				
555	Bank Service Charge	599	2,804	1,000	3,500
931-00182	Old Nashville Hwy Widening	530,666	244,907	75,000	75,000
931-00050	Fergus Road Improvement	39,479	-	-	-
931-00063	Blair Road West to Carothers	72,654	207,236	3,257,475	6,303,084
931-00064	South Waldron Widening	370,888	323,626	4,073,123	5,686,847
931-00055	Charter Place and Centerpointe Signal and Re-alignment	519,011	-	-	-
931-00046	Advanced Traffic Management System - CMAQ	-	177,491	204,550	204,550
639	2025 Bonds (\$25,000,000)	-	-	-	1,875,000
640	2025 Bond Interest	-	-	-	-
931	Stones River Road @ CSX Crossing	169,948	-	-	-
	Total Expenditures	1,703,245	956,063	7,611,148	14,147,982
	Total Revenues	1,051,724	2,077,264	6,540,000	27,770,000
	Total Expenditures	1,703,245	956,063	7,611,148	14,147,982
	Surplus/(Deficit)	(651,521)	1,121,201	(1,071,148)	13,622,018

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33500	State Revenue Allocations	8,748	5,934	-	-
36100	Interest Income	55	15,260	10,000	15,000
36613	Park Impact Fees	142,558	265,185	85,000	100,000
36714	Donations	-	500	-	-
37810	Transfer in From General Fund	205,000	260,000	250,000	-
37840	Operating Transfer from Fund Balance	-	-	-	151,200
	Total Revenues	356,361	546,880	345,000	266,200
EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
44400	Parks Capital Projects				
259	Professional Fees	210	1,700	-	-
555	Service Charge	554	1,282	1,000	1,200
939-00082	Mankin Park Improvement	-	-	150,000	-
939-00109	Hurricane Creek Greenway Phase II	21,479	-	410,000	-
939-00112	Brookside Park	40,937	9,102	563,000	-
939-00112	Brookside Park Playground	-	-	-	90,000
939-00116	Football Field LED Lighting	-	-	-	175,000
939-00114	Walking Trail Resurface	-	-	200,000	-
939	Veteran's Memorial Park Work Out Stations	-	65,441	-	-
113	Tennis Court Lights	70,000	-	-	-
	Total Expenditures	133,180	77,525	1,324,000	266,200
	Total Revenues	356,361	546,880	345,000	266,200
	Total Expenditures	133,180	77,525	1,324,000	266,200
	Surplus/(Deficit)	223,181	469,355	(979,000)	-

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33400	State Grant	-	239,927	239,927	-
36100	Interest Income	62	12,083	6,000	8,000
36614	Impact Fees	161,800	165,221	100,000	100,000
37840	Operating Transfer from Fund Balance	-	-	-	467,595
	Total Revenue	161,862	417,230	345,927	575,595
EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42100	Police Impact Fees				
312	Small Items of Equipment	-	-	-	40,000
555	Service Charge	305	933	700	900
944	Transportation Equipment	-	239,927	100,662	534,695
	Total Expenditures	305	240,860	101,362	575,595
	Total Revenues	161,862	417,230	345,927	575,595
	Total Expenditures	305	240,860	101,362	575,595
	Surplus/(Deficit)	161,557	176,370	244,565	-

REVENUES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
36615	Impact Fees	61,955	64,217	30,000	35,000
37840	Operating Transfer from Fund Balance	-	-	-	23,100
	Total Revenue	61,955	64,217	30,000	58,100
EXPENDITURES					
Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
42200	Fire Impact Fees				
312	Small Items of Equipment	-	41,293	-	20,000
555	Service Charge	16	223	-	100
329	PPE	35,292	-	38,000	38,000
944	Transportation Equipment	-	38,086	-	-
	Total Expenditures	35,308	79,602	38,000	58,100
	Total Revenues	61,955	64,217	30,000	58,100
	Total Expenditures	35,308	79,602	38,000	58,100
	Surplus/(Deficit)	26,647	(15,385)	(8,000)	-

REVENUES					
Function	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
33293	Federal Grand-ARPA	3,551,763	-	-	-
33440	State Grant	-	-	-	2,000,000
36212	Rent - Towerco	20,594	21,389	21,000	21,000
36350	Insurance Recoveries	-	24,420	-	-
36510	Sale-Gen Supplies	12,106	-	-	-
36520	Sale-Fixed Assets	11,611	-	-	-
36900	Other Financing Sources	-	-	1,000	1,000
37110	Metered Water Sales	5,681,688	5,819,436	8,300,000	9,213,000
37130	Fire Service & Hydrant Rental	68,005	65,858	65,000	65,000
37170	Water Inspection Fees	4,300	5,914	5,000	5,000
37171	Backflow Device Inspection	19,968	12,880	15,000	15,000
37172	Backflow Device Permit Fee	90	-	100	100
37185	Disconnect Fee	66,225	68,914	60,000	60,000
37191	Forfeited Discounts & Penalties	86,600	68,299	68,000	75,000
37195	Installation Charges/Service Fees	56,917	61,977	55,000	55,000
37198	Development Deposits	3,022	-	-	5,000
37199	Miscellaneous - Water	52,830	28,231	40,000	40,000
37210	Sewer Service Charges	7,481,129	7,766,633	7,800,000	8,190,000
37211	Sewer Service Charges Smyrna	-	-	-	11,000
37220	Sewer Inspection Fees	3,850	4,329	3,000	3,000
34221	Smyrna Sewer Inspection Fee	-	-	-	-
37291	Forfeited Discounts & Penalties	121,904	105,436	100,000	120,000
37299	Miscellaneous - Sewer	1,950	750	-	-
37494	Sale of Materials	1,917	-	-	-
37497	Recycling/ Scrap Revenues	-	-	-	-
37840	Transfer from Fund Balance	1,449,706	-	-	-
37910	Interest Earnings	2,494	377,081	250,000	250,000
37949	Irrigation Tap Fee	1,500	5,000	2,000	2,000
37950	Contributions-Water Tap Fees	213,500	163,436	160,000	200,000
37960	Contributions-Sewer Tap Fees	615,050	342,665	330,000	500,000
37961	Sewer Tap Fee - Blair Road Sewer Basin	-	-	-	-
37970	Contributions - Sewer Special Assessment/Impact Fee	-	-	1,850,000	-
37975	Water Meter Charge	70,915	38,342	40,000	40,000
38000	Donated Assets	660,862	-	-	-
	TOTAL REVENUE	20,260,496	14,980,990	19,165,100	20,871,100
	TOTAL EXPENSES	12,643,937	13,391,197	16,644,888	17,580,130
	NET INCOME	7,616,559	1,589,793	2,520,212	3,290,970

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
52100	Water Treatment Plant				
111	Wages-Salaried	-	-	-	-
121	Wages-Hourly	-	-	-	-
122	Wages-Overtime	-	-	-	-
129	Other Wages	178,349	200,055	242,998	250,288
241	Electric	361,884	327,054	330,000	339,900
242	Water	3,311	29,266	2,750	3,000
245	Telephone & Cell Phones	4,875	4,915	5,000	6,000
248	Public Works - Communication Services-Comcast	-	-	-	-
253	Accounting & Audit Services	5,230	5,800	5,000	6,380
254	Engineering	1,320	-	40,000	40,000
258	Fines & Penalties	-	-	3,000	3,000
259	Other Professional Services	1,757,450	1,766,945	1,802,500	1,802,500
260	Repair & Maintenance Service	7,611	23,662	10,000	10,000
266	Repair & Maintenance Building	975	980	25,000	25,000
269	Water Storage Maintenance	37,797	39,498	40,000	40,000
312	Small Items of Equipment	-	21,347	20,000	20,000
312	Small Items of Equipment	-	-	-	50,000
312	Small Items of Equipment	-	-	-	12,000
312	Small Items of Equipment	-	-	-	25,000
322	Chemical, Laboratory, Medical	-	179,793	25,000	25,000
331	Gas, Oil, Diesel, etc	-	-	-	500
510	Insurance	88,129	109,680	120,000	120,000
540	Depreciation	646,368	639,324	650,000	700,000
596	Property Taxes-Cell Tower	1,119	1,255	1,500	1,500
940	Machinery & Equipment	-	-	520,000	-
	TOTAL WATER TREATMENT PLANT	\$ 3,094,418	\$ 3,349,573	\$ 3,842,748	\$ 3,480,068

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
52200	Sewer Maintenance				
111	Wages-Salaried	107,718	112,980	120,838	124,463
121	Wages-Hourly	412,482	450,997	492,286	508,252
122	Wages-Overtime	20,050	35,797	20,000	20,000
123	Wages-Clerical	32,682	33,665	44,683	46,023
128	Wages - Other	36,599	42,125	48,144	49,588
129	Other Wages	213,157	244,106	294,570	303,407
134	Longevity Pay	3,780	4,270	4,470	4,820
141	FICA Employer Share	45,033	48,324	52,194	53,822
142	Health	244,078	246,096	303,562	295,453
143	Retirement - 401 City Match	24,341	27,922	30,702	31,660
144	Retirement - 457 City Match	8,143	12,387	23,880	24,625
148	Employee Education & Training	2,787	1,225	3,000	3,000
211	Postage	60	128	300	300
221	Printing, Stationery, Envelopes	-	-	100	100
233	Subscriptions to Newspapers & Periodicals	-	-	200	200
235	Membership, Registration Fees	3,100	3,347	5,000	5,000
241	Electric	122,073	114,283	120,000	120,000
242	Water	834	890	1,030	1,030
243	Sewer	2,287,492	2,150,680	2,500,000	2,500,000
244	Gas	792	898	1,000	1,000
245	Telephone & Cell Phones	9,386	11,602	12,000	12,000
253	Accounting & Auditing Service	5,230	5,800	6,000	6,000
254	Architectural, Engineering Services	31,140	47,264	50,000	50,000
254	Architectural, Engineering Services	-	-	-	300,000
259	Other Professional Services	519	-	20,000	20,000
260	Repair & Maintenance Service	117,512	98,869	100,000	100,000
261	Repair & Maintenance Vehicles	1,996	1,919	5,000	5,000
266	Repair & Maintenance Building	8,320	1,279	10,000	10,000
268	Repair & Maintenance Roads	-	-	5,000	5,000
276	Fleet Sewer	38,692	44,320	35,000	45,000
280	Travel	-	-	500	1,000
287	Meals And Entertainment	-	-	-	-
310	Office Supplies & Materials	4,484	3,607	3,000	3,000
312	Small Items of Equipment	-	11,970	1,500	1,500
320	Operating Supplies	315,060	379,013	330,000	330,000
322	Chemical, Laboratory, Medical	285,910	381,762	325,000	400,000
323	Food	527	572	500	500
324	Janitorial	1,805	1,821	1,500	1,500
326	Clothing & Uniforms	7,107	7,494	7,000	7,000
331	Gas, Oil, Diesel, etc.	20,566	30,770	26,400	26,400
346	Computer Maintenance	7,868	7,868	8,000	8,000
510	Insurance	88,129	110,107	110,000	140,000
529	Lease	-	2,677	6,000	-
533	Machinery & Equipment Rental	1,614	3,780	7,500	7,500
540	Depreciation	826,444	897,464	890,000	1,125,000
940	Equipment	-	-	260,000	-
944	Transportation Equipment	-	-	121,400	-
949	Other Machinery & Equipment	-	-	200,000	-
	TOTAL SEWER MAINTENANCE	\$ 5,337,510	\$ 5,580,078	\$ 6,607,260	\$ 6,697,143

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
52300	Water Maintenance				
111	Wages-Salaried	88,650	96,402	99,222	102,199
121	Wages-Hourly	586,677	634,115	792,970	836,480
122	Wages-Overtime	23,217	30,361	53,000	53,000
128	Wages Other	(73,197)	(84,250)	(96,288)	(86,778)
129	Other Wages	213,157	254,406	294,570	255,077
130	Referral Pay	100	-	-	-
134	Longevity Pay	4,710	4,860	5,190	5,710
141	FICA Employer Share	54,505	57,908	72,704	82,660
142	Health Insurance	324,132	219,742	433,138	476,522
143	Retirement - 401 City Match	27,532	32,530	42,767	48,624
144	Retirement - 457 City Match	6,318	10,321	33,263	37,818
148	Education & Training	4,629	1,973	6,000	6,000
211	Postage	35	-	150	150
221	Printing, Stationery, Envelopes	-	-	200	200
235	Memberships, Registration Fees	13,194	13,525	13,500	13,500
241	Electric	93,789	93,397	100,000	110,000
242	Water	314	313	500	500
244	Gas	792	898	1,000	1,100
245	Telephone and Cell Phones	3,618	3,950	7,000	7,000
253	Accounting and Audit Services	5,230	5,800	6,000	7,600
254	Architectural & Engineering	49,749	52,171	70,000	70,000
254	Architectural & Engineering	-	-	-	206,250
259	Other Professional Services	40,690	53,136	35,000	50,000
260	Repair & Maintenance Service	(334,580)	(165,164)	50,000	50,000
266	Repair & Maintenance Building	3,592	999	10,000	10,000
268	Repair & Maintenance Roads	35,760	16,180	35,000	35,000
277	Fleet Water	28,831	58,014	30,000	30,000
280	Travel	-	3,048	-	500
287	Meals	-	323	-	1,000
310	Office Supplies & Materials	4,333	3,860	3,000	3,000
312	Small Items of Equipment	398	23,014	3,500	3,500
320	Operating Supplies	798,811	735,279	900,000	365,000
320	Operating Supplies	-	-	-	535,000
323	Food	391	594	500	500
324	Janitorial	1,445	1,821	1,500	1,500
326	Clothing & Uniforms	9,348	8,275	9,000	9,000
330	Repair & Maintenance Supplies	-	-	100	100
331	Gas, Oil, Diesel, etc	36,107	35,102	36,300	36,300
346	Computer Maintenance	7,868	7,868	8,000	8,000
392	Fire Hydrant Repair	1,074	-	150,000	-
510	Insurance	88,129	109,680	120,000	120,000
529	Lease	-	2,677	24,828	14,000
533	Machinery & Equipment Rental	1,554	3,390	5,000	5,000
540	Depreciation	929,269	950,898	960,000	1,200,000
555	Bank Service Charges	9,567	25,852	25,000	25,000
920	Buildings	-	-	-	-
940	Machinery & Equipment	-	-	317,000	-
944	Transportation Equipment	-	-	60,000	-
949	Other Machinery & Equipment	-	-	-	-
	TOTAL WATER MAINTENANCE	\$ 3,089,738	\$ 3,303,265	\$ 4,718,614	\$ 4,736,013

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
52316	Water Billing & Collections				
111	Water-Salaried	76,352	78,125	83,915	86,432
121	Wages-Hourly	63,910	77,206	46,003	47,383
122	Wages-Overtime	1,122	1,598	5,000	5,000
123	Wages-Clerical	127,360	124,665	176,918	223,052
128	Other Wages - Stormwater Allocation	(127,549)	(138,647)	(150,934)	(142,807)
129	Other Wages	271,293	303,774	355,575	366,243
134	Longevity Pay	1,370	1,250	1,670	2,040
141	FICA Employer Share	20,818	21,301	23,983	27,839
142	Health Insurance	104,019	93,662	108,755	141,638
143	Retirement - 401 City Match	9,552	12,001	14,108	16,376
144	Retirement - 457 City Match	2,194	4,733	10,973	12,737
148	Employee Education & Training	-	442	1,000	1,000
211	Postage	4,533	3,877	4,000	4,000
221	Printing, Stationery, Envelopes	-	-	1,000	1,000
245	Telephone & Cell Phones	-	-	1,000	1,000
253	Accounting & Audit Services	10,125	11,600	12,000	15,200
259	Other Professional Services	85,028	88,930	88,000	88,000
260	Repair & Maintenance Services	23,936	25,809	28,000	29,000
278	Fleet - Water Billing	192	192	1,000	1,000
298	Collection Fees	10,646	10,772	12,000	12,000
310	Office Supplies & Materials	3,336	4,242	4,000	4,000
312	Small Items of Equipment	720	168	-	-
320	Operating Supplies	18	121	1,500	1,500
323	Food	-	-	200	200
326	Clothing & Uniforms	863	685	600	600
331	Gas, Oil, Diesel, etc.	2,145	1,928	2,500	2,500
346	Computer Maintenance	8,851	8,851	9,000	9,000
510	Insurance	88,129	109,680	120,000	120,000
540	Depreciation	5,067	5,067	13,000	13,000
	TOTAL WATER BILLING & COLLECTION	\$ 794,030	\$ 852,032	\$ 974,766	\$ 1,088,932

Object Code	Description	Actual FY 2022-2023	Actual FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026
52320	Non-Operating Expenses				
356	ARPA Service Charge	7,500	-	-	-
632	Interest on Revenue Anticipated Note	-	-	-	-
638	Interest on Bonded Debt - Existing	216,000	207,751	300,000	300,000
638	Interest on Bonded Debt - New	-	-	-	1,076,473
690	Bond Interest Costs	-	-	-	-
691	Bank Service Charge	750	750	1,500	1,500
741	Bad Debt Expense	103,991	97,747	200,000	200,000
	TOTAL NON-OPERATING	\$ 1,127,338	\$ 1,163,347	\$ 1,489,266	\$ 2,679,905
	TOTAL EXPENSES	\$ 13,443,034	\$ 14,248,296	\$ 17,632,654	\$ 18,682,062

FUND 110 - GENERAL FUND

CARRYOVER ITEMS		2025-2026
Engineering Department	ADA Transition Plan (Required by TDOT) (From FY 2024-2025 Budget)	\$500,000
Codes Department	Condemnation / Structure Demolition (From FY 2024-2025 Budget)	\$29,000
		Total
		\$529,000

* In Progress

5/1/2025

FUND BALANCE ITEMS

FUND BALANCE ITEMS		2025-2026
Operating Transfers	Transfer to Streets Capital Projects Fund for New Bond Issue	\$2,000,000
		Total
		\$2,000,000

EXISTING BOND ITEMS

EXISTING BOND ITEMS		2025-2026
PD Expansion - City Hall Building	City Hall Remodel / Add Bathrooms (Architectural, Engineering and Construction in FY 25-26 and/or FY 26-27)	\$750,000
PW-CDS Facility Buildout	Move City Hall Offices to PW-CDS Facility (Planning, Engineering & Architecture in FY 25-26 and/or FY 26-27)	\$2,000,000
Fire Department	Fire Station #43 Remodel (Architectural, Engineering and Construction in FY 25-26)	\$700,000
Total		\$3,450,000

NEW CAPITAL / ONE TIME REQUESTS

NEW CAPITAL / ONE TIME REQUESTS		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
City Administrator Department	Motorola Radio Replacements (City-wide portables and mobiles) (\$375k for LPD, \$230k for LFD, \$7,050 each for CA and Streets)	\$7,050				
	Total	\$7,050	\$0	\$0	\$0	\$0

City Recorder Department	Complete Municipal Code Update		\$20,000			
	Total	\$0	\$20,000	\$0	\$0	\$0

Finance Department	Budgeting Software (First Year Implementation/Software Cost) (Annual recurring cost of \$45,000)	\$95,000				
	New Local Govt. Server		\$15,000			
	Total	\$95,000	\$15,000	\$0	\$0	\$0

I.T. Department	One (1) Ford Explorer SUV (Proposed Lease)	\$11,000				
	Laserfiche Server	\$15,000				
	Fifty (50) Computers	\$50,000	\$50,000			
	Total	\$76,000	\$50,000	\$0	\$0	\$0

Codes Department	One (1) New Ford F150 - Lease Vehicle	\$12,500				
		\$12,500	\$0	\$0	\$0	\$0

		2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036
Police Department	Flock ALPR	\$60,000					
	New Police Station (Engineering, Architecture - FY 2030-2031)(Construction - FY 2031-2032 and FY 2032-2033)(Bond Issue)						
	Total	\$60,000	\$0	\$0	\$0	\$3,000,000	\$20,000,000

[illegible][illegible]

Fire Department - Fire Station #44	New Fire Station #44 (Planning / Architectural / Engineering - FY 32-33) (Construction - FY 33-34)									\$450,000	\$7,000,000		
	One (1) New 100' Ladder Truck for Fire Station #44 (Order in FY 30-31 with ETA in 36-60 months)						Order				\$2,000,000		
	One (1) New Mini Pumper for Fire Station #44 (Order in FY 31-32 with ETA in 24-36 months)							Order			\$700,000		
	Eighteen (18) New Personnel - Fire Station #44 (Firefighters, Engineers, Lieutenants)										\$1,800,000		
	Eighteen (18) Full Sets of PPE - Fire Station #44										\$100,000		
	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$11,600,000	\$0	\$0

Fire Department - Relocate Fire Station #42	New Fire Station #42 - Relocate to Mason/Bain - 8,000 sf, 2 bays, 2 story (Architect FY 34-35, Construction FY 35-36)											\$350,000	\$4,000,000
	Three (3) Additional New Personnel - Fire Station #42 (FY 35-36) - \$310,000												\$310,000
	Three (3) Full Sets of PPE - Fire Station #42 (FY 35-36) - \$16,500												\$16,500
	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$4,326,500

[illegible]

		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036
Fire Department - Replacement Plan	One (1) New Replacement Pumper (Order in FY 25-26 with ETA in 24-36 months)	Order		\$1,000,000								
	One (1) New Replacement Engine 42 (Order in FY 26-27 with ETA in 36-60 months)		Order			\$1,000,000						
	One (1) New Replacement Engine 43 (Order in FY 27-28 with ETA in 36-60 months)(FY 30-31 - \$1,000,000)			Order			\$1,000,000					
	One (1) New Replacement Tower (Order in FY 28-29 with ETA in 36-60 months)(FY 31-32 - \$2,500,000)				Order			\$2,500,000				
	One (1) New Replacement SUV - CRR Team (Replace 2014 Tahoe)		\$60,000									
	One (1) New Replacement Reserve Vehicle (Replace 2012 Chevy Tahoe)		\$100,000									
	One (1) New Replacement Pickup - CRR Team (Replace 2018 Chevy)			\$75,000								
	One (1) New Replacement Pickup - Batt 41 (Replace 2021 Chevy Tahoe)			\$100,000								
	One (1) New Replacement Pickup - CRR Team (Replace 2018 Ford)			\$100,000								
	Total	\$0	\$160,000	\$1,275,000	\$0	\$1,000,000	\$1,000,000	\$2,500,000	\$0	\$0	\$0	\$0
Total Fire Department		\$230,000	\$1,780,000	\$1,325,000	\$3,020,000	\$1,100,000	\$1,080,000	\$2,580,000	\$530,000	\$11,680,000	\$350,000	\$4,326,500

Street Department	Motorola Radio Replacements (City-wide portables and mobiles) (\$375k for LPD, \$230k for LFD, \$7,050 each for CA and Streets)	\$7,050										
	Total	\$7,050	\$0	\$0	\$0	\$0						

Parks & Recreation Department	One (1) Single Cab, 3/4 Ton Pick-Up Truck - Gooseneck Hitch - Replace 2002 Chevy 2500 (Possible Lease)	\$11,000										
	One (1) Single Cab, 3/4 Ton Pick-Up Truck - Replace 2006 GMC 2500 (Possible Lease)	\$11,000										
	Replace Swing Set at Veterans Park	\$16,000										
	Artificial Christmas Tree (City Hall for Parade of Lights Event)		\$25,000									
	Christmas Photo Op Display (City Hall for Parade of Lights Event)		\$10,000									
	Total	\$38,000	\$35,000	\$0	\$0	\$0						

TOTAL NEW CAPITAL / ONE TIME REQUESTS		\$525,600	\$1,900,000	\$1,325,000	\$3,020,000	\$1,100,000	\$4,080,000	\$22,580,000	\$20,530,000	\$11,680,000	\$350,000	\$4,326,500
---------------------------------------	--	-----------	-------------	-------------	-------------	-------------	-------------	--------------	--------------	--------------	-----------	-------------

PERSONNEL REQUESTS (Positions Estimated at Step 4 with Benefit Costs of \$35,604, unless specified)		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030						
City Recorder Department	One (1) FT City Recorder (Grade K)		\$114,351									
Finance Department	Accounts Payable Coordinator (Grade I)	\$98,381										
Engineering Department	One (1) FT Assistant City Engineer (Grade L) (To be hired 1/1/2026) (\$123,801 - full year)	\$61,901										
I.T. Department	One (1) FT Systems Specialist (Grade I)		\$98,381									
Police Department	One (1) FT Parking Enforcement Officer (Grade E)		\$75,500									
	Five (5) FT Patrol Officers (Grade H, Step 1) (\$130,041 each) (To be hired 1/1/26)	\$325,103										
Fire Department	One (1) FT Inspector - CRR Office (Grade I)		\$98,381									
	One (1) FT Admin Position - EMS/Logs Chief (Grade K)			\$114,351								
	One (1) FT Training Lieutenant (Grade J)					\$105,914						
Street Department	One (1) FT Streets/Stormwater Manager (Grade L) (Split with Stormwater Fund)	\$61,901										

TOTAL PERSONNEL REQUESTS		\$547,286	\$386,613	\$114,351	\$0	\$105,914	\$0	\$0	\$0	\$0	\$0	\$0
--------------------------	--	-----------	-----------	-----------	-----	-----------	-----	-----	-----	-----	-----	-----

TOTALS FOR GENERAL FUND		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036
Carryover Items		\$529,000										
Fund Balance Items		\$2,000,000										
Existing Bond Items		\$3,450,000										
New Capital / One Time Requests		\$525,600	\$1,900,000	\$1,325,000	\$3,020,000	\$1,100,000	\$4,080,000	\$22,580,000	\$20,530,000	\$11,680,000	\$350,000	\$4,326,500
Personnel Requests		\$547,286	\$386,613	\$114,351	\$0	\$105,914	\$0	\$0	\$0	\$0	\$0	\$0
	Grand Total - New Requests	\$1,072,886	\$2,286,613	\$1,439,351	\$3,020,000	\$1,205,914	\$4,080,000	\$22,580,000	\$20,530,000	\$11,680,000	\$350,000	\$4,326,500

FUND 121 - STATE STREET AID FUND		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
STREET PAVING						
Street Department	Street Paving	\$1,160,000				
	Guardrail Project on Old Waldron Road	\$29,000				
Total		\$1,189,000				

FUND 126 - EQUITABLE SHARING FUND		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
NEW CAPITAL / ONE TIME REQUESTS						
Police Department	Patrol Rifle Replacements (25 per year for 3 years)	\$27,500	\$27,500	\$27,500		
	Motorola Radio Replacements (City-wide portables and mobiles) (\$375k for LPD, \$230k for LFD, \$7,050 each for CA and Streets)	\$375,000				
	Emergency Communications Upgrades	\$327,000				
Total - New Requests		\$729,500	\$27,500	\$27,500	\$0	\$0

FUND 127 - STORMWATER CONTROL FUND		2025-2026				
CARRYOVER ITEMS						
Stormwater Management	One (1) Replacement Dump Truck	\$150,000		* In Progress		
Total		\$150,000				

PERSONNEL REQUESTS (Positions Estimated at Step 4 with Benefit Cost of \$35,604)		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Stormwater Management	One (1) Street/Stormwater Supervisor (Split with General Fund) (Grade L)	\$61,901				
Total		\$61,901	\$0	\$0	\$0	\$0

TOTALS FOR STORMWATER CONTROL FUND		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Carryover Items		\$150,000				
Personnel Requests		\$61,901	\$0	\$0	\$0	\$0
Total - New Requests		\$61,901	\$0	\$0	\$0	\$0

FUND 311 - STREETS CAPITAL PROJECTS FUND		2025-2026					
CARRYOVER ITEMS							
Projects	CMAQ Grant - Advanced Traffic Management System (City portion of grant.)	\$204,550		* In Progress			
Total		\$204,550					
PROJECTS							
Ongoing Projects	Blair Road West to Carothers (Bond issue in FY 2025-2026)	\$6,303,084	\$5,767,500				
	South Waldron Road Widening (Bond issues in FY 2025-2026 and FY 2027-2028)	\$5,686,847	\$6,501,429	\$11,377,501	\$6,501,429	\$4,876,072	\$3,250,715
Total - Ongoing Projects		\$11,989,932	\$12,268,929	\$11,377,501	\$6,501,429	\$4,876,072	\$3,250,715

FUND 313 - PARKS CAPITAL PROJECTS FUND		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
NEW CAPITAL / ONE TIME REQUESTS						
Parks & Recreation Department	Brookside Park - Playground Equipment	\$90,000				
	Football Field LED Lighting	\$175,000				
	Greenway Extension		\$410,000	\$400,000	\$200,000	
	Soccer Park				\$500,000	
Total - New Requests		\$265,000	\$410,000	\$400,000	\$700,000	\$0

FUND 321 - POLICE IMPACT FEE FUND		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
NEW CAPITAL / ONE TIME REQUESTS						
Police Department	Five (5) Pursuit Vehicles with Equipment (\$106,939 Each)	\$534,695				
	Motorola Radios for Five (5) New Officers	\$40,000				
Total - New Requests		\$574,695	\$0	\$0	\$0	\$0

FUND 322 - FIRE IMPACT FEE FUND						
CARRYOVER ITEMS		2025-2026				
Fire Department	PPE / Turnout Gear for New Positions	\$38,000	* In Progress			
Total		\$38,000				
NEW CAPITAL / ONE TIME REQUESTS		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Fire Department	One (1) Fire Extinguisher Training Prop	\$20,000				
	One (1) New SUV - CRR Inspector		\$50,000			
	One (1) Full Set PPE - Admin Chief		\$5,500			
	One (1) New SUV - EMS/Logs Chief			\$75,000		
	One (1) Command Vehicle - Mobile Dispatch for Fire and Police					??
	One (1) Full Set PPE - Training Lieutenant					\$5,500
Total - New Requests		\$20,000	\$55,500	\$75,000	\$0	\$5,500
TOTALS FOR FIRE IMPACT FEE FUND						
		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Carryover Items		\$38,000				
New Capital / One Time Requests		\$20,000	\$55,500	\$75,000	\$0	\$5,500
Total - New Requests		\$58,000	\$55,500	\$75,000	\$0	\$5,500

FUND 413 - WATER AND SEWER FUND						
CARRYOVER ITEMS		2025-2026				
Water Treatment Plant	Automatic Transfer Switch Replacement at Water Intake	\$200,000	* In Progress			
	New Coagulant Pumps	\$50,000				
Sewer Department	Waldron Road Pump Station Rehab - CTI Working on Design	\$350,000				
Total		\$600,000				
NEW CAPITAL / ONE TIME REQUESTS		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Water Treatment Plant	New Side Weir Box Coating	\$25,000				
	Arc Flash Study (Waiting on quote)	??				
	Filter and Blowdown Actuators		\$375,000			
	High Service Pumps		\$750,000			
	Vacuum Chamber on Filters 1-4		\$50,000			
	Replace Tube Settlers in Super Pulsators			\$1,000,000		
	Replace Stairs going to Basement			??		
	Online Instrumentation for Manganese			\$70,000		
	Online Instrumentation for Phosphate			\$20,000		
	Replace Roll Up Doors			\$50,000		
	Replace Lagoon Pumps				\$150,000	
	Repair Walls in Bleach Room				??	
	Keyless Entry to Doors				\$50,000	
	Automatic Gate at Back Exit and Water Intake				\$32,100	
	Concrete Entire Lagoon					\$50,000
	Replace Metal Siding by Bleach Fill Station					??
	Upgrade Heaters/Exhaust Fans					??
	Fix Sinkhole Outside Phosphate Room					??
Sewer Department	One (1) New Sewer Line Camera Truck	\$320,000				
	One (1) New Ford Transit Medium Roof Cargo Van - Lift Station Technician (Replace F250)	\$80,000				
TOTAL NEW CAPITAL / ONE TIME REQUESTS		\$425,000	\$1,175,000	\$1,140,000	\$232,100	\$50,000
PERSONNEL REQUESTS (Positions Estimated at Step 4 with Benefit Cost of \$35,604)						
Water Department	One (1) Utilities Manager (Grade L)	\$123,801				
TOTAL PERSONNEL REQUESTS		\$123,801	\$0	\$0	\$0	\$0
TOTALS FOR WATER AND SEWER FUND						
		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Carryover Items		\$600,000				
New Capital / One Time Requests		\$425,000	\$1,175,000	\$1,140,000	\$232,100	\$50,000
Personnel Requests		\$123,801	\$0	\$0	\$0	\$0
Grand Total - New Requests		\$548,801	\$1,175,000	\$1,140,000	\$232,100	\$50,000

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
City Recorder				
• Beer Sales				
* Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-307
* Beer Privilege Tax (Annual)	\$100	\$100	\$100	LMC 8-319
* Civil penalty in lieu of suspension (each offense of making or permitting to be made any sales to minors, or for any other offense)	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	LMC 8-320
* Special Event Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-324
• Filing of Ethics Complaint	\$200	\$200	\$200	LMC 4-612 / Resolution #2007-07
• Packaged Liquor Stores				
* Certificate of Compliance Application	\$250	\$250	\$250	LMC 8-104
* Inspection Fee	max allowed by TCA	max allowed by TCA	max allowed by TCA	LMC 8-113
* Inspection Fee Penalty	10% of inspection fee due	10% of inspection fee due	10% of inspection fee due	LMC 8-113
* Violations of LMC Title 8 Chapter 1	\$50	\$50	\$50	LMC 8-116
• Liquor - Hotels, Restaurants, Etc. (Liquor-By-The-Drink)				
* Privilege Tax (Selling alcoholic beverages for consumption on the premises)				
- Caterers (including any restaurant or hotel that engages in the business of selling alcoholic beverages for consumption at locations other than the licensed premises)	\$500	\$500	\$500	LMC 8-204
- Community Theater	\$300	\$300	\$300	LMC 8-204
- Convention Center	\$500	\$500	\$500	LMC 8-204
- Hotel and Motel	\$1,000	\$1,000	\$1,000	LMC 8-204
- Limited service restaurant, based on gross sales of prepared food				
• At least 30% but not more than 50% gross sales	\$2,000	\$2,000	\$2,000	LMC 8-204
• At least 20% but not more than 30% gross sales	\$3,000	\$3,000	\$3,000	LMC 8-204
• At least 15% but not more than 20% gross sales	\$4,000	\$4,000	\$4,000	LMC 8-204
• 0% but not more than 15% gross sales	\$5,000	\$5,000	\$5,000	LMC 8-204
- Private Club	\$300	\$300	\$300	LMC 8-204
- Restuarant, according to seating capacity on licensed premises				
• 40 through 74 seats	\$650	\$650	\$650	LMC 8-204
• 75 through 125 seats	\$750	\$750	\$750	LMC 8-204
• 126 through 175 seats	\$925	\$925	\$925	LMC 8-204
• 176 through 225 seats	\$975	\$975	\$975	LMC 8-204
• 226 through 275 seats	\$1,100	\$1,100	\$1,100	LMC 8-204
• 276 seats and over	\$1,200	\$1,200	\$1,200	LMC 8-204
- Theater	\$300	\$300	\$300	LMC 8-204
- Wine-only Restuarant, according to seating capacity on licensed premises				
• 40 through 125 seats	\$120	\$120	\$120	LMC 8-204
• 126 through 175 seats	\$150	\$150	\$150	LMC 8-204
• 176 through 225 seats	\$160	\$160	\$160	LMC 8-204
• 226 through 275 seats	\$180	\$180	\$180	LMC 8-204
• 276 seats and over	\$200	\$200	\$200	LMC 8-204
* Delinquent Privilege Tax - Interest	1.5% per month until paid	1.5% per month until paid	1.5% per month until paid	LMC 8-204(4)
• Public Records Request				
* Copy onto CD or DVD	\$1	\$1	\$1	LMC 20-407
* Electronic	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	LMC 20-407
* Inspection Only	No charge	No charge	No charge	LMC 20-407
* Outside Vendor Used	costs assessed by vendor	costs assessed by vendor	costs assessed by vendor	LMC 20-407
* Large Scale Maps, Plats, Aerial Photos and Drawings	\$2 per square foot	\$2 per square foot	\$2 per square foot	LMC 20-407
* Paper Copy				
• Black and White Copies (letter and legal size)	\$0.15 per page	\$0.15 per page	\$0.15 per page	LMC 20-407
• Color Copies (letter and legal size)	\$0.50 per page	\$0.50 per page	\$0.50 per page	LMC 20-407
* Payment in Advance is Required for Public Records Requests	when costs exceeds \$50	when costs exceeds \$50	when costs exceeds \$50	
• Transient Vendor Permit Application	\$50	\$50	\$50	LMC 9-104(2)
• Solicitation Commercial Permit Application	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	LMC 9-1007
* Solicitation Commercial Permit Renewal	\$100 (non-refundable)	\$100 (non-refundable)	\$100 (non-refundable)	LMC 9-1009
* Solicitor ID Badge Application	\$75 per person	\$75 per person	\$75 per person	LMC 9-1007
* Solicitor ID Badge Renewal	\$75 per person	\$75 per person	\$75 per person	LMC 9-1009
* Solicitation Permit Violation	not more than \$50 per offense	not more than \$50 per offense	not more than \$50 per offense	LMC 9-1023
• Storm Water Variance Application	\$100	\$100	\$100	

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026		2024 - 2025		2023 - 2024		LMC / Ordinance Reference
Codes Department							
• Impact Fees							
* Fire Impact Fees							
Land Use Type (Unit)	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
- Day Care Center (per 1,000 sf)	\$63	\$63	\$63	\$63	\$62	\$62	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$63	\$63	\$63	\$63	\$62	\$62	Ord. #2020-18
- Hospital (per 1,000 sf)	\$63	\$63	\$63	\$63	\$62	\$62	Ord. #2020-18
- Industrial (per 1,000) sf	\$44	\$44	\$44	\$44	\$43	\$43	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
- Mobile Home Park (per Pad)	\$193	\$193	\$193	\$193	\$189	\$189	Ord. #2020-18
- Multi-Family (per Dwelling)	\$161	\$161	\$161	\$161	\$157	\$157	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$63	\$63	\$63	\$63	\$62	\$62	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$102	\$102	\$102	\$102	\$100	\$100	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$63	\$63	\$63	\$63	\$62	\$62	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$106	\$106	\$106	\$106	\$104	\$104	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$213	\$213	\$213	\$213	\$208	\$208	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18	\$18	\$18	Ord. #2020-18
* Park Impact Fee							
Land Use Type (Unit)	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
- Mobile Home Park (per Pad)	\$1,190	\$1,190	\$1,190	\$1,190	\$1,163	\$1,163	Ord. #2020-18
- Multi-Family (per Dwelling)	\$981	\$981	\$981	\$981	\$959	\$959	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$1,307	\$1,307	\$1,307	\$1,307	\$1,278	\$1,278	Ord. #2020-18
* Police Impact Fees							
Land Use Type (Unit)	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
- Day Care Center (per 1,000 sf)	\$166	\$166	\$166	\$166	\$162	\$162	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$166	\$166	\$166	\$166	\$162	\$162	Ord. #2020-18
- Hospital (per 1,000 sf)	\$166	\$166	\$166	\$166	\$162	\$162	Ord. #2020-18
- Industrial (per 1,000) sf	\$117	\$117	\$117	\$117	\$114	\$114	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$49	\$49	\$49	\$49	\$48	\$48	Ord. #2020-18
- Mobile Home Park (per Pad)	\$508	\$508	\$508	\$508	\$497	\$497	Ord. #2020-18
- Multi-Family (per Dwelling)	\$421	\$421	\$421	\$421	\$412	\$412	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$166	\$166	\$166	\$166	\$162	\$162	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$270	\$270	\$270	\$270	\$264	\$264	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$166	\$166	\$166	\$166	\$162	\$162	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$279	\$279	\$279	\$279	\$273	\$273	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$561	\$561	\$561	\$561	\$548	\$548	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$49	\$49	\$49	\$49	\$48	\$48	Ord. #2020-18
* Road Impact Fees							
Land Use Type (Unit)	Maximum Fee per Unit	70% Assessment Rate	Maximum Fee per Unit	70% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate	
- Day Care Center (per 1,000 sf)	\$4,514	\$3,160	\$4,514	\$3,160	\$4,514	\$4,514	Ord. #2020-18
- Elementary/High School (per 1,000 sf)	\$1,700	\$1,190	\$1,700	\$1,190	\$1,700	\$1,700	Ord. #2020-18
- Hospital (per 1,000 sf)	\$4,237	\$2,966	\$4,237	\$2,966	\$4,237	\$4,237	Ord. #2020-18
- Industrial (per 1,000) sf	\$2,061	\$1,443	\$2,061	\$1,443	\$2,061	\$2,061	Ord. #2020-18
- Mini-Warehouse (per 1,000 sf)	\$920	\$644	\$920	\$644	\$920	\$920	Ord. #2020-18
- Mobile Home Park (per Pad)	\$2,461	\$1,723	\$2,461	\$1,723	\$2,461	\$2,461	Ord. #2020-18
- Multi-Family (per Dwelling)	\$3,602	\$2,521	\$3,602	\$2,521	\$3,602	\$3,602	Ord. #2020-18
- Nursing Home (per 1,000 sf)	\$2,585	\$1,810	\$2,585	\$1,810	\$2,585	\$2,585	Ord. #2020-18
- Office/Institutional (per 1,000 sf)	\$5,474	\$3,832	\$5,474	\$3,832	\$5,474	\$5,474	Ord. #2020-18
- Place of Worship (per 1,000 sf)	\$2,744	\$1,921	\$2,744	\$1,921	\$2,744	\$2,744	Ord. #2020-18
- Retail/Commercial (per 1,000 sf)	\$7,255	\$5,079	\$7,255	\$5,079	\$7,255	\$7,255	Ord. #2020-18
- Single-Family Detached (per Dwelling)	\$4,646	\$3,252	\$4,646	\$3,252	\$4,646	\$4,646	Ord. #2020-18
- Warehouse (per 1,000 sf)	\$1,065	\$746	\$1,065	\$746	\$1,065	\$1,065	Ord. #2020-18
• Miscellaneous							
* Application fee for the construction of cellular antenna towers for cellular telecommunications services or personal	\$1,000		\$1,000		\$1,000		Zoning Ordinance 4.120(B)
* Construction Board of Adjustments and Appeals Application (non-refundable)	\$100		\$100		\$100		LMC 12-1305
• Permits							
* Blasting Permits	\$100		\$100		\$100		LMC 7-403
* Building Permits							
- Building Permit Extension or Renewal							
* All other	\$150		\$150		\$150		
* Industrial	\$300		\$300		\$300		
* Residential/Multifamily	\$55		\$55		\$55		
- Complete Building or Build Out							
* All other	\$0.38/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
* Industrial	\$0.38/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
* Residential/Multifamily	\$0.38/sf		\$0.35/sf		\$0.35/sf		LMC 12-103
- Re-inspection Fee	\$50		\$25		\$25		LMC 12-103
* Deck Permit	\$100		\$50		\$50		LMC 12-103
* Demolition Permit	\$100		\$100		\$100		LMC 12-103
* Driveway Permit	\$100		\$60		\$60		LMC 16-302

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
* Fence Permit	\$100	\$60	\$60	LMC 12-103
* Moving of Houses, Structures or Buildings	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	LMC 16-502
* Mechanical				
- Residential				
• Single Family Dwelling	\$40	\$40	\$40	LMC 12-503
• Multi-Family Dwelling	\$40	\$40	\$40	LMC 12-503
- Commercial and Industrial (base fee)	\$10	\$10	\$10	LMC 12-503
• Additional fees				
◦ Fee for inspecting heating, ventilating, ductwork, air conditioning and refrigeration systems	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting repairs, alterations and additions to an existing system	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting boilers (based upon BTU input)				
33,000 BTU to 165,000 BTU	\$5	\$5	\$5	LMC 12-503
165,001 BTU to 300,000BTU	\$10	\$10	\$10	LMC 12-503
300,001 BTU to 1,165,000 BTU	\$15	\$15	\$15	LMC 12-503
1,165,001 BTU to 3,300,000 BTU	\$25	\$25	\$25	LMC 12-503
Over 3,300,000 BTU	\$35	\$35	\$35	LMC 12-503
* Plumbing				
- Commercial/Industrial (base fee)	\$100	\$100	\$100	LMC 12-203
- Plus the following when provided (in addition to base fee)				
• For each plumbing fixture, floor drain or trap (including water and drainage piping)	\$3	\$3	\$3	LMC 12-203
• For each house sewer	\$5	\$5	\$5	LMC 12-203
• For each house sewer being replaced or repaired	\$5	\$5	\$5	LMC 12-203
• For each cesspool	\$5	\$5	\$5	LMC 12-203
• For each septic tank or drain field	\$10	\$10	\$10	LMC 12-203
• For each water heater and/or vent	\$2.50	\$2.50	\$2.50	LMC 12-203
• For installation, alteration, or repair of water piping and/or water treating equipment	\$5	\$5	\$5	LMC 12-203
• For repair or alteration of drainage or vent piping	\$5	\$5	\$5	LMC 12-203
• For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served				
◦ One to five	\$2.50	\$2.50	\$2.50	LMC 12-203
◦ Over five, each	\$1.50	\$1.50	\$1.50	LMC 12-203
- Residential (base fee)				
• 1 1/2 bath	\$75	\$75	\$75	LMC 12-203
• 2 bath	\$85	\$85	\$85	LMC 12-203
• 2 1/2 bath	\$90	\$90	\$90	LMC 12-203
• 3 bath	\$95	\$95	\$95	LMC 12-203
• 3 1/2 bath	\$105	\$105	\$105	LMC 12-203
• 4 bath	\$115	\$115	\$115	LMC 12-203
• 4 1/2 bath	\$125	\$125	\$125	LMC 12-203
• 5 bath	\$135	\$135	\$135	LMC 12-203
* Mobile Food Service Permit				
• Application Fee	\$100	\$100	\$100	LMC 9-905
• Enforcement Fine	\$50	\$50	\$50	LMC 9-905
• Permit Reinstatement Fee	\$50	\$50	\$50	LMC 9-905
• Reapplication Fee After Revocation of Permit	\$50	\$50	\$50	LMC 9-905
* Sign Permit	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Temporary)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Relocation or Moving)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Swimming Pool Permit	\$50	\$50	\$50	LMC 12-103
* Technology Fee	\$15 per permit			
* Temporary Use	\$50	\$50	\$50	Zoning Ordinance 8.040
* Temporary Use for a Fireworks Tent	\$850	\$500	\$500	LMC 7-604 / Zoning Ordinance 8.040
• Plan Review				
* Complete building or build out	\$0.18/sf	\$0.18/sf	\$0.18/sf	LMC 12-103
* Shell	\$0.09/sf	\$0.09/sf	\$0.09/sf	LMC 12-103

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
Court Fines and Fees				
• Fees				
• Court Administration				
- Appearance Bond	\$60	\$60	\$60	LMC 3-501
- Appeal Bond	\$250	\$250	\$250	LMC 3-502
- City Litigation Tax	\$13.75	\$13.75	\$13.75	LMC 3-310
- Contempt of Court	\$50	\$50	\$50	LMC 3-307
- Court Costs	\$96.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$96.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$91.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	LMC 3-306
- Electronic Traffic Citation Fee		\$5	\$5	LMC 3-312 / TCA 55-1-207(e)
• Distribution of Fee (Internally)				
▫ Retained by the Court Clerk		\$1	\$1	LMC 3-312 / TCA 55-1-207(e)
▫ Transmitted Monthly to the Police Department		\$4	\$4	LMC 3-312 / TCA 55-1-207(e)
• Sunset provision		The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	LMC 3-312 / TCA 55-1-207(e)
- Issuing subpoena	\$20	\$20	\$20	LMC 3-602
- Obtaining a city warrant	\$30	\$30	\$30	LMC 3-602
- Second and consecutive continuances	\$10	\$10	\$10	LMC 3-602
- Service charge for non-criminal fingerprinting	\$5	\$5	\$5	LMC 3-602
- Storage:				
• All vehicles up to 1 ton capacity per day	\$10	\$10	\$10	LMC 3-602
• Vehicles over 1 ton capacity per day	\$25	\$25	\$25	LMC 3-602
• Items in evidence room per day	\$7	\$7	\$7	LMC 3-602
- Traffic School	\$50	\$50	\$50	LMC 3-602
• Fines				
- All other violations	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 3-601
- Animal Control-Running at Large	\$50	\$50	\$50	LMC 3-601, 10-101, 10-203
- Anti-Noise Regulation	\$50	\$50	\$50	LMC 3-601, 11-202
- Careless Driving	\$50	\$50	\$50	LMC 3-601, 15-103
- Child Restraint Devices	\$50	\$50	\$50	LMC 3-601, TCA 55-9-602
- Commercial License Required	\$50	\$50	\$50	LMC 15-801, TCA 55-50-404
- Discharge of Firearm Within City Limits	\$50	\$50	\$50	LMC 11-403
- Disregard Traffic Sign	\$50	\$50	\$50	LMC 3-601, TCA 55-8-109
- Disregard Traffic Signal	\$50	\$50	\$50	LMC 3-601, TCA 55-8-110
- Disturbing the Peace	\$50	\$50	\$50	LMC 11-201
- Driver License - Address Change Required - 10 days	\$25	\$25	\$25	TCA 55-50-333
- Driver License - Driving without License	\$50	\$50	\$50	TCA 55-50-301
- Driver License - Expired	\$50	\$50	\$50	TCA 55-50-337
- Driver License - Not in Possession	\$25	\$25	\$25	TCA 55-50-351
- Driver License - TN DL Required after 30 Days	\$25	\$25	\$25	TCA 55-4-120
- Driver License - Wrong/Improper Type for Vehicle	\$50	\$50	\$50	TCA 55-50-331
- Failure to Dim Headlights	\$25	\$25	\$25	TCA 55-9-407
- Failure to Give Proper Signal	\$25	\$25	\$25	LMC 3-601, TCA 55-8-143
- Failure to Use Headlights (Dark/Rain/Fog)	\$25	\$25	\$25	LMC 3-601, TCA 55-9-406
- Failure to Yield	\$50	\$50	\$50	LMC 3-601, TCA 55-5-128 or 130
- Failure to Yield to Emergency Vehicle	\$50	\$50	\$50	TCA 55-8-132
- Financial Responsibility	\$50	\$50	\$50	LMC 3-601, 15-1002, TCA 55-12-139
- Following Too Closely	\$50	\$50	\$50	TCA 55-8-124
- Glaring or Dazzling Lights	\$25	\$25	\$25	TCA 55-9-407
- High occupancy vehicle lane violation	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	LMC 3-601
- Improper Passing	\$50	\$50	\$50	TCA 55-8-117
- Improper Passing - School, Youth, Church Bus Loading/Unloading	\$50	\$50	\$50	TCA 55-8-151
- Interference with Traffic	\$50	\$50	\$50	LMC 11-503
- Light law violation	\$25	\$25	\$25	LMC 3-601, TCA 55-9-402
- Littering	\$50	\$50	\$50	LMC 16-107
- Miscellaneous Traffic Control Sign, etc.	\$50	\$50	\$50	LMC 15-107
- Motorcycle - Goggles or Windshield Required	\$25	\$25	\$25	TCA 55-9-304
- Motorcycle - Headlight On	\$25	\$25	\$25	TCA 55-8-164
- Motorcycle - Headlight Required	\$25	\$25	\$25	TCA 55-9-403
- Motorcycle - Mirror/Footrests Required	\$25	\$25	\$25	TCA 55-9-305
- Muffler Violation	\$25	\$25	\$25	TCA 55-9-202
- No Passing Zone	\$50	\$50	\$50	TCA 55-8-121
- Obedience to Signal Indicating Train	\$50	\$50	\$50	TCA 55-8-144

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
- Obstructing Streets, Alleys or Sidewalks	\$50	\$50	\$50	LMC 3-601, 16-101
- Open Container - Alcohol	\$50	\$50	\$50	LMC 11-101
- Parking Violations (No Court Costs)				
• If paid within 14 days	\$10	\$10	\$10	LMC 3-601, LMC 15-706
• If paid after 14 days	\$20	\$20	\$20	LMC 3-601, LMC 15-706
- Parking Violation - Fire Lane / Hydrant	\$50	\$50	\$50	LMC 3-601, TCA 55-9-302
- Parking Violation - Handicap Parking	\$50	\$50	\$50	LMC 3-601, TCA 55-21-108
- Parking Violation - Vehicle over 15,000 lbs	\$25	\$25	\$25	LMC 16-115
- Peddler Permit Required	\$50	\$50	\$50	LMC 9-102
- Registration - Expired	\$25	\$25	\$25	LMC 3-601, TCA 55-4-104
- Registration - Improper Display of Plate - 1st Offense (No Court Cost)	\$10	\$10	\$10	TCA 55-4-110
- Registration - Improper Display of Plate - 2nd Offense (No Court Cost)	\$20	\$20	\$20	TCA 55-4-110
- Registration - Must be in Vehicle	\$25	\$25	\$25	TCA 55-4-108
- Registration - TN Required after 30 Days	\$25	\$25	\$25	TCA 55-4-120
- Registration - Unregistered Vehicle	\$25	\$25	\$25	TCA 55-3-102
- Seat belt violations:				
• 1st offense	\$30	\$30	\$30	LMC 3-601, TCA 55-9-603
• 2nd offense	\$50	\$50	\$50	LMC 3-601, TCA 55-9-603
- Speeding				
• 1-10 MPH over speed limit	\$10	\$10	\$10	LMC 3-601, TCA 55-8-152
• 11-20 MPH over speed limit	\$15	\$15	\$15	LMC 3-601, TCA 55-8-152
• 21+ MPH over speed limit	\$20	\$20	\$20	LMC 3-601, TCA 55-8-152
- Texting while Driving	\$50	\$50	\$50	TCA 55-8-199
- Throwing Missiles	\$50	\$50	\$50	LMC 11-402
- Traffic citation	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 15-706
- U-Turn Violation	\$50	\$50	\$50	
- Vehicle equipment violation	\$10	\$10	\$10	LMC 3-601
- Vehicle Losing Load	\$50	\$50	\$50	LMC 3-601, TCA 55-7-109
- Window Tint Violation	\$25	\$25	\$25	LMC 3-601, TCA 55-9-203

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee		2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
Engineering Department					
• Miscellaneous					
* Reclamation Bond		\$65,000	\$65,000	\$65,000	Zoning Ordinance 5.054.5
• Permits					
* Land Disturbance					
- Minor (less than 1 acre)		\$50	\$50	\$50	LMC 14-305
- Major (1 acre or greater)		\$350	\$350	\$350	LMC 14-305
• Plan Review					
* Construction Drawing	\$55.00 plus \$22.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	Zoning Ordinance 1.050A
• Storm Water					
* Stormwater User Fee - Equivalent Residential Unit (ERU)	3,181 square feet	3,181 square feet	3,181 square feet	3,181 square feet	LMC 14-702; 14-704 / Res. 2005-11
- Stormwater User Fee - ERU Rate	\$4.50 per ERU	\$3.50 per ERU	\$3.50 per ERU	\$3.50 per ERU	LMC 14-702; 14-704 / Res. 2005-11
* Waterway Buffer Policy Variance Application	\$250	\$250	\$250	\$250	LMC 14-805
• Violation LMC Title 14, Chapter 3 - Grading, Soil Erosion, etc.	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-311
• Violation LMC Title 14, Chapter 6 - Stormwater Management	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-610
Finance Department					
• Business License					
* Business License	\$15	\$15	\$15	\$15	LMC 5-201 / TCA 67-4-701
• Hotel/Motel Tax	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	LMC 5-502
Fire Department					
• Fire Code Violation					
* False Alarms	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	LMC 7-504
* Discharge of Hazardous Substances - Penalty for Nonpayment	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	LMC 7-218(3)(b)
* Violation LMC 7-209(1)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209(3)
* Violation LMC 7-209(4)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209
* Violation LMC 7-308(1)	Not to exceed \$500	Not to exceed \$500	Not to exceed \$500	Not to exceed \$500	LMC 7-308
Miscellaneous					
• Junkyard Control Permit	\$100	\$100	\$100	\$100	LMC 13-308
• Vicious Dog Violation Fine	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	LMC 10-204

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
<u>Parks and Recreation Department</u>				
• Baseball/Softball Tournaments				
* Litter fee		\$300	\$300	LMC 20-208
* Full weekend		\$200 per complex, per day	\$200 per complex, per day	LMC 20-208
* Single day		\$200 per complex	\$200 per complex	LMC 20-208
• Facility rental				
* Multi-Purpose Building		12 p.m. to 10 p.m. \$300 with a \$300 deposit; Nonprofits may receive a 50% discount	12 p.m. to 10 p.m. \$150 with a \$200 deposit	LMC 20-208
* Pavilions		8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50; Nonprofits may receive a 50% discount	8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50	LMC 20-208
• Field rental				
* Baseball/Softball fields		\$50 per day, per field	\$50 per day, per field	LMC 20-208
* Football fields		\$300 per day, per field	\$300 per day, per field	LMC 20-208
• Food truck rallies rental fee				
		\$15	\$15	
• League use				
* Baseball/Softball leagues		Fee based on League User Agreement	\$8,000	LMC 20-208
* Football leagues		\$2,000	\$2,000	LMC 20-208
* In-Line Hockey leagues		\$500	\$500	LMC 20-208
• Vendor permits				
		\$75	\$75	LMC 20-208
• Baseball/Softball Tournaments				
* Single Quad (2 Fields) - 1 Day	\$400			
* Single Quad (2 Fields) - 2 Days	\$800			
* Single Quad (4 Fields) - 1 Day	\$800			
* Single Quad (4 Fields) - 2 Days	\$1,600			
* Double Quads (8 Fields) - 1 Day	\$1,600			
* Double Quads (8 Fields) - 2 Days	\$3,200			
Litter Fee (Trash Removal, Janitorial Supplies)	\$75 (Single Quad, 2 Field Rental Per Day)			
Litter Fee (Trash Removal, Janitorial Supplies)	\$150 (Per Quad Per Day)			
• Facility Rental				
* Multi-Purpose Building				
- 12 p.m. to 10 p.m. Rental	\$300 with a \$300 Security Deposit			
- Meeting Rental Fee - 2 hour maximum	\$30 per hour			
- Non-Profit Organizations	No Cost - Must provide proof of 501c3 status and benefit La Vergne Community			
* Pavilion Rentals				
- 8 a.m. to 2 p.m. Rental	\$40			
- 2 p.m. to 8 p.m. Rental	\$40			
- 8 a.m. to 8 p.m. Rental	\$80			
• Field Rental (No field prep)				
* Football Field	\$350 (4 hours)			
* Baseball / Softball Field - no lights	\$60 (2 hours)			
* Baseball / Softball Field with Lights	\$75 (2 hours)			
• Tennis Court				
* One Tennis Court for 2 hours	\$20			
• League Use				
* Baseball/Softball Leagues (4 fields/Spring and Fall Seasons)	\$4,000 (Service Provider with User Agreement)			
* Baseball/Softball Leagues (8 fields/Spring and Fall Seasons)	\$8,000 (Service Provider with User Agreement)			
* Football League	\$2,000 (Service Provider with User Agreement)			
• Vendor Permits				
	\$75			
• Food Truck Rallies Rental Fee				
	\$15			

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
Planning Department				
• Amend the Zoning Ordinance Request (Text Amendment)	\$400	\$400	\$400	Zoning Ordinance 8.090(A)
• Amend the Zoning Map	\$300	\$300	\$300	Zoning Ordinance 8.090(B)
• Application to the Board of Zoning Appeals				
* Administrative Appeal	\$200	\$200	\$200	Zoning Ordinance 8.070(F)
* Conditional Use Permit (Includes Major Home Occupation)	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
* Special Exception	\$200	\$200	\$200	Zoning Ordinance 8.060
* Variance Request				
- Single Family Residential	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
- All Others	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
• Concept Subdivision Plan Modification	\$250	\$250	\$250	
• Concept Subdivision Plan Review	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
• Final Subdivision Plat Review (Planning Commission and/or Staff Approval)	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	
• PDR Amendment (fee calculated based on affected area)				
* ≤ 5.0 acres	\$300	\$300	\$300	
* 5.01 acres ≤ 100.0 acres	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	
* 100.01 acres ≤ 500.0 acres	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	
* ≥ 500.0 acres	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	
* Minor Site Modification	\$300	\$300	\$300	
• Preliminary Subdivision Plat Review				
* ≤ 25 lots	\$500 plus \$25 per lot	\$500 plus \$25 per lot	\$500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* 26 lots ≤ 50 lots	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	Zoning Ordinance 1.050(A)
* ≥ 50 lots	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	Zoning Ordinance 1.050(A)
• Rezoning Request				
* Non PDR/PUD				
- ≤ 5.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	Zoning Ordinance 1.050(A)
* PDR/PUD				
- ≤ 5.0 acres	\$650	\$650	\$650	Zoning Ordinance 1.050(A)
- 5.01 acres ≤ 20.0 acres	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A)
- 20.01 acres ≤ 100.0 acres	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	Zoning Ordinance 1.050(A)
- ≥ 100.0 acres	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	Zoning Ordinance 1.050(A)
• Site Plan Modification to Include Accessory Additions, Expansions (PC or Administrative)				
* ≤ 3.0 acres	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	Zoning Ordinance 1.050(A)
• Site Plan Review				
* ≤ 3.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	Zoning Ordinance 1.050(A)
• Subdivision Regulations - Approved/Amended by Planning Commission				
* Recording of Plat	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	Subdivision Regulations 2-106.2
* Fee-in-Lieu of Sidewalk Construction Fee	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	Subdivision Regulations 4-108.5

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
<u>Police Department</u>				
• Alarm Systems				
- Permit application	\$10	\$10	\$10	LMC 20-103, 20-104
- Unobtained permit fine	\$25	\$25	\$25	LMC 20-104
- False emergency alarms fee	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	3 or more false alarms, \$25 per alarm	LMC 20-109
• Curfew for Minors - Giving False Information	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	LMC 11-707
• Curfew for Minors - Violation of LMC 11-703, 11-704, 11-705, or 11-706	\$50 maximum	\$50 maximum	\$50 maximum	LMC 11-709
• State Traffic Statutes Adopted by Reference	\$50 maximum	\$50 maximum	\$50 maximum	LMC 15-801
• Taxicab Driver Application Fee	\$25	\$25	\$25	LMC 9-308
• Taxicab Driver's Annual Renewal Fee	\$10	\$10	\$10	LMC 9-308
• Taxicab Franchise Application Fee	\$100	\$100	\$100	LMC 9-301
• Taxicab Franchise Renewal Fee	\$50 per taxicab	\$50 per taxicab	\$50 per taxicab	LMC 9-301
• Violation of Title 9 Chapter 8 - Sexually Oriented Businesses	\$50 each violation	\$50 each violation	\$50 each violation	LMC 9-807
• Wrecker Services				
* Schedule of rates and billing procedures				
• Any city passenger car or pickup truck, up to 1/2 ton, towed within city limits	\$175.00	\$175.00	\$175.00	LMC 9-618
• Cleaning street	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	LMC 9-618
• Fuel Surcharge	15.00%	15.00%	15.00%	LMC 9-618
• Gate fee (to be charged for towed vehicles after business hours)	\$75.00	\$75.00	\$75.00	LMC 9-618/LMC 9-621
• Miscellaneous charges (such as disconnecting drive shafts, changing wheels, use of torches or other cutting equipment, and labor for removing vehicles from unusual places or positions)	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	LMC 9-618
• Service charge (Example: Wrecker service is called tow a vehicle and is cancelled prior to arrival based on the decision of the vehicle owner or the requesting officer.)	\$75.00	\$75.00	\$75.00	LMC 9-618
• Storage maximum	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	LMC 9-618
• Use of oil dry to clean street	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	LMC 9-618
• Vehicles within city limits not requiring winch or dolly	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	LMC 9-618
• Vehicles within city limits requiring rollback	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
• Vehicles within city limits requiring winch	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	LMC 9-618
• Vehicles within city limits requiring dolly	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
• Wait / Work Time	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (Onehour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	LMC 9-618
<u>Public Works Department</u>				
• Inspection of Street				
	\$0.30 per linear feet	\$0.30 per linear feet	\$0.30 per linear feet	LMC 16-114
• Fines/Penalties for Closing Streets				
* Block/Prevent Flow of Traffic for Period of 24 hours	\$50.00	\$50.00	\$50.00	LMC 16-116
- Fine for Each Day That the Flow of Traffic Prevented	\$50.00 per day	\$50.00 per day	\$50.00 per day	LMC 16-116
* Street Closure Without Permit	\$50	\$50	\$50	LMC 16-116
• Permits for Excavations and Cuts				
* Excavation or Bore in Any Street, Alley, or Public Place	\$75	\$75	\$75	LMC 16-203
- Surety Bond or Cash Deposit to Receive Permit	\$2,500	\$2,500	\$2,500	LMC 16-204

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
Utilities Department - Sewer				
• Fees				
* Extraneous Flow	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-407
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Lab Testing and Other Expenses Relative to Monitoring a Wastewater Discharge Permit Holder's Discharge	reimburse actual costs/expenses	reimburse actual costs/expenses	reimburse actual costs/expenses	LMC 18-318
* Request for Availability of Sewer	\$150.00 for each development	\$150.00 for each development	\$150.00 for each development	LMC 18-102
• Penalties				
* Misrepresentation and/or Falsifying Documents	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	LMC 18-316
* Violation of LMC Title 18 Chapter 3	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	LMC 18-316
* Violation of LMC Title 18 Chapter 3 (Willfull or Negligent Violations)	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	LMC 18-316
• Permits				
* Building Sewer and Connection Permit Application Fee (non-refundable)	\$25	\$25	\$25	LMC 18-306
* Wastewater Discharge				
- Significant Industrial User Defined by 18-302 of the City of La Vergne Sewer Use Ordinance	\$750.00 annually	\$750.00 annually	\$750.00 annually	LMC 18-318
- All Others	\$250.00 annually	\$250.00 annually	\$250.00 annually	LMC 18-318
• Plans Review	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex	\$2775.00 per unit/office	\$2775.00 per unit/office	\$2775.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	LMC 18-402
* Church	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Commercial - Free Standing	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	LMC 18-402
* Dentist, Physicians Office	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	\$525.00 per bed	\$525.00 per bed	\$525.00 per bed	LMC 18-402
* Medical Center Without Beds	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Motel, Hotel, Campground	\$1200.00 per unit	\$1200.00 per unit	\$1200.00 per unit	LMC 18-402
* Nursing Home	\$375.00 per bed	\$375.00 per bed	\$375.00 per bed	LMC 18-402
* Office Buildings	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Residential	\$2,775.00	\$2,775.00	\$2,775.00	LMC 18-402
* Restaurants	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	LMC 18-402
* Schools	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	LMC 18-402
* Self-service Laundries	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	LMC 18-402
* Service Station	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	LMC 18-402
* Shopping Center, Grocery Stores	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	LMC 18-402
* Standard Reference Chart - Sewer				
- 3/4"	\$2,775	\$2,775	\$2,775	LMC 18-402
- 1"	\$2,850	\$2,850	\$2,850	LMC 18-402
- 1 1/2"	\$3,600	\$3,600	\$3,600	LMC 18-402
- 2"	\$4,350	\$4,350	\$4,350	LMC 18-402
- 3"	\$5,400	\$5,400	\$5,400	LMC 18-402
- 4"	\$6,600	\$6,600	\$6,600	LMC 18-402
- 6"	\$9,600	\$9,600	\$9,600	LMC 18-402
- 8"	\$12,600	\$12,600	\$12,600	LMC 18-402
* Theaters	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	LMC 18-402
* Warehouse	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
• Privilege Tapping Fees - Blair Road Sewer Basin	\$2,800 per Residential Unit	\$2,800 per Residential Unit	\$2,800 per Residential Unit	
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Televising, Testing, and Sealing Equipment				
* Mobilization	\$150.00 per phase	\$150.00 per phase	\$150.00 per phase	LMC 18-409
* Base Joint Repair	\$75.00 per joint	\$75.00 per joint	\$75.00 per joint	LMC 18-409
* Grout	varies per repair	varies per repair	varies per repair	LMC 18-409

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
• Usage Charges (based on actual water meter readings)				
* Residential Sewer Customers Rate				
- First 2,000 (gallons per month)	\$23.34 (minimum)	\$22.88 (minimum)	\$22.43 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.05 per thousand gallons	\$5.93 per thousand gallons	\$5.81 per thousand gallons	LMC 18-401
* Commercial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$30.19 (minimum)	\$29.60 (minimum)	\$29.02 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.85 per thousand gallons	\$6.72 per thousand gallons	\$6.59 per thousand gallons	LMC 18-401
* Industrial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$538.35 (minimum)	\$533.02 (minimum)	\$527.74 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.50 per thousand gallons	\$7.43 per thousand gallons	\$7.36 per thousand gallons	LMC 18-401
• Usage Charges - Blair Road Sewer Basin (based on actual water meter readings)				
* First 2,000 Gallons per Month	\$32.26 (minimum)	\$30.73 (minimum)	\$28.99 (minimum)	LMC 18-401
* Over 2,000 Gallons per Month	\$7.70 per thousand gallons	\$7.34 per thousand gallons	\$6.92 per thousand gallons	LMC 18-401

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
Utilities Department - Water				
• Fees				
* Backflow Prevention Fees				
- Permit Fee	\$25			
- Testing Fee	\$50			
* Disconnect				
- Normal	no charge	no charge	no charge	LMC 18-411
- For Non-payment or Returned Checks	\$25	\$25	\$25	LMC 18-411
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Meter Meter Removal Fee for Removing Lock	\$50	\$50	\$50	LMC 18-411
* Private Fire Hydrants (Minimum Bill)	\$100.00 per year per hydrant	\$100.00 per year per hydrant	\$100.00 per year per hydrant	LMC 18-404
* Private Fire Sprinklers (Minimum Bill)	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	LMC 18-404
* Request for Availability of Water	\$100.00 for each development	\$100.00 for each development	\$100.00 for each development	LMC 18-102
* Returned Checks for Having Insufficient Funds	\$25	\$25	\$25	LMC 18-411
* Service Call	\$25	\$25	\$25	LMC 18-411
* Service Connect				
- Residential	\$50.00 (non-refundable)	\$50.00 (non-refundable)	\$50.00 (non-refundable)	LMC 18-406
- Commercial or Industrial	\$75.00 (non-refundable)	\$75.00 (non-refundable)	\$75.00 (non-refundable)	LMC 18-406
* Service Re-connect				
- During Regular Business Hours	\$25	\$25	\$25	LMC 18-406
- After Business Hours until 8:00 p.m.	\$50	\$50	\$50	LMC 18-406
* Water Meter Lock	\$50	\$50	\$50	LMC 18-411
* Water Meter Testing	\$50	\$50	\$50	LMC 18-411
• Plans Review	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex (Individual Metering is Not Permitted)	\$750.00 per unit/office	\$750.00 per unit/office	\$750.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Church	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Commercial - Free Standing	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Dentist, Physicians Office	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Medical Center Without Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Motel, Hotel, Campground	\$862.50 per unit	\$862.50 per unit	\$862.50 per unit	LMC 18-402
* Nursing Home	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Office Buildings	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Private Fire Protection Lines	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	LMC 18-404
* Residential				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- Any Larger Sizes	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Restaurants	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Schools	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Self-service Laundries	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Service Station	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Shopping Center, Grocery Stores	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Standard Reference Chart - Water				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- 1"	\$1,800	\$1,800	\$1,800	LMC 18-402
- 1 1/2"	\$2,100	\$2,100	\$2,100	LMC 18-402
- 2"	\$2,700	\$2,700	\$2,700	LMC 18-402
- 3"	\$3,300	\$3,300	\$3,300	LMC 18-402
- 4"	\$5,100	\$5,100	\$5,100	LMC 18-402
- 6"	\$6,300	\$6,300	\$6,300	LMC 18-402
- 8"	\$7,500	\$7,500	\$7,500	LMC 18-402
- 10"	\$8,700	\$8,700	\$8,700	LMC 18-402
* Theaters	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Warehouse	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Usage Charges				
* Residential Water Customers Rate				
- First 2,000 (gallons per month)	\$22.06 (minimum)	\$19.18 (minimum)	\$14.21 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$5.69 per thousand gallons	\$4.95 per thousand gallons	\$3.67 per thousand gallons	LMC 18-401
* Commercial Water Customers Rate				
- First 2,000 (gallons per month)	\$29.34 (minimum)	\$26.67 (minimum)	\$18.39 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.67 per thousand gallons	\$6.06 per thousand gallons	\$4.18 per thousand gallons	LMC 18-401
* Industrial Water Customers Rate				
- First 2,000 (gallons per month)	\$441.39 (minimum)	\$401.26 (minimum)	\$334.38 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.39 per thousand gallons	\$6.72 per thousand gallons	\$5.59 per thousand gallons	LMC 18-401



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 11. **Resolution #2025-08** - A Resolution to Write Off Water Department Bad Debts.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Resolution #2025-08

Summary:

This is a Resolution to write off water department bad debts.

Background Information:

This is something that the city must do each year. This will write off water department bad debts in the amount of \$116,070.76 that are uncollectible.

Financial Summary:

This will write off \$116,070.76 in uncollectible bad debts.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-08

A RESOLUTION TO WRITE OFF WATER DEPARTMENT BAD DEBTS.

WHEREAS, The City of La Vergne Water Department has multiple water accounts that are past due and are listed as uncollectible; and

WHEREAS, various efforts have been made in the past to collect on these accounts; and

WHEREAS, the City of La Vergne needs to write off these bad debts that total \$116,070.76.

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

SECTION 1: That the accounts listed in Exhibit A be written off as bad debts. Exhibit A shall be attached to this Resolution and shall be made a part of this resolution as though copied herein.

SECTION 2: That this resolution shall take effect from and after its passage, the welfare of The City of La Vergne requiring it.

Resolved this the 6th day of May, 2025.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

EXHIBIT A			
Account #	Name	Collection	Amount
0027-000012-07	Emileigh Mason	FOX	\$ 45.54
0027-000054-08	Carlos Arroyo	FOX	\$ 349.78
0027-000088-07	Jaylen Montgomery*		\$ 461.23
0027-000110-03	*David Criswell		\$ 254.25
0027-000153-08	*Tomas Bahena / Mario Sanchez		\$ 232.21
0027-000155-09	Ruben Beltran	FOX	\$ 405.05
0027-000157-06	Lesly Pinto Rodriguez*		\$ 351.33
0027-000159-05	*Prezeau / Mondesir, Marie / Joel		\$ 108.48
0027-000164-05	Walkins Saint-Elus	FOX	\$ 116.78
0027-000169-03	Louis Jean, Fouchard/Gerthie	FOX	\$ 187.40
0027-000174-12	*Brandon / Voncile / Shevi Harrell		\$ 94.86
0027-000196-04	Tamikka Rutherford*		\$ 223.21
0027-000207-04	Jesi Whitley / Rebekah Shaw*		\$ 47.43
0027-000211-06	Allen, Aubree	FOX	\$ 144.84
0027-000225-06	Luis Nava Alarcon	FOX	\$ 1,044.32
0027-000246-05	Sears, Johnny	FOX	\$ 184.09
0027-000258-11	Collins, Sharnell	FOX	\$ 222.88
0027-000275-04	William Morgan	FOX	\$ 433.52
0027-000281-08	Nolen, Amber	FOX	\$ 634.08
0027-000281-09	Martin Smoral*		\$ 47.43
0027-000284-10	Antonio Nunez Duenas*		\$ 51.99
0027-000286-10	*Yousif Suliman		\$ 235.78
0027-000293-07	Carolyn Wade	FOX	\$ 230.90
0027-000293-08	Delia Araujo Vergara	FOX	\$ 215.27
0027-000349-04	Laketta Bingham	FOX	\$ 91.08
0027-000366-04	Claudio Enrique Ordonez Oyuela	FOX	\$ 727.53
0027-000517-05	Lucille Quinn	FOX	\$ 576.01
0027-000536-04	Sweat, Kanitra*		\$ 51.99
0027-000581-05	Reginaldo Caal Xol*		\$ 484.16
0027-000592-05	Bailey, Delisa	FOX	\$ 136.62
0027-000596-06	Brandon Oliver	FOX	\$ 708.27
0027-000613-04	Brian Sawvell	FOX	\$ 92.42
0027-000637-03	Covington, Kevin		\$ 45.54
0027-001002-10	Richard Simmons	FOX	\$ 370.77
0027-001005-11	Antonio Thompson*		\$ 309.95
0027-001026-11	Simmons/Williams,Bertha/Latoya	FOX	\$ 550.30
0027-001032-11	Christina Grant*		\$ 308.18
0027-001061-13	Taylor, Dawn	FOX	\$ 115.90
0027-001082-08	Crye-Leike Property Management	FOX	\$ 162.32
0027-002058-21	Turner, Morgan	FOX	\$ 160.14
0027-002061-09	Otavia Jones*		\$ 547.06
0027-002076-11	Charlene Tatum		\$ 39.88
0027-002085-15	Quaye, Aaron	FOX	\$ 521.85
0027-002097-10	*Lucas Myers		\$ 47.43
0027-002098-11	Baileigh Johnson	FOX	\$ 457.41
0027-002098-12	Kendaell D. Harris*		\$ 119.86
0027-002099-09	Yolonda Nance	FOX	\$ 51.99
0027-002126-10	Mallory, Sierra	FOX	\$ 244.08
0027-002184-04	Candace Williams	FOX	\$ 97.53
0027-002196-02	Tessa Rae Zemgulys*		\$ 47.43
0027-002205-06	Cruz Miguel Murillo Rizo*		\$ 308.82

EXHIBIT A			
Account #	Name	Collection	Amount
0027-002211-05	Autumn Harris*		\$ 175.90
0027-002221-10	Johns, Brittany*		\$ 34.59
0027-002242-02	*Mariam Youssef/ Bassem Aziz		\$ 244.32
0027-002245-03	Alexandrea Johnson / Jennifer & Eric Haman	FOX	\$ 162.21
0027-002413-04	Sandra Humphries	FOX	\$ 164.12
0027-002414-03	Andrew Atuley / Pelumi Ashimolowo	FOX	\$ 240.60
0027-002423-04	*Norma Lucia Preciado Diaz		\$ 96.51
0027-002424-06	*Gwendolyn Baker / Aja White		\$ 103.98
0027-002460-04	*Barbara Sanders, Jennifer Ghee		\$ 111.35
0027-002462-02	Fosuhene, Akwasi*		\$ 47.43
0027-002463-04	Allyssa Smith	Bankruptcy	\$ 309.00
0027-002463-05	Courtney Russell*		\$ 47.43
0027-002473-07	Keydi Chavez Barahona*		\$ 272.03
0027-002517-03	Anthony Rizzo/Judith Crouse/Tanner Granacker/	FOX	\$ 323.24
0027-002538-03	Adewuyi/Fakayode Oluwatoyin/Akinwale	FOX	\$ 92.16
0027-002549-03	Wenceslao Lopez	FOX	\$ 194.88
0027-002563-05	Danielle Cole/ Danielle Stewart	FOX	\$ 312.08
0027-002565-06	*Lindsey Brown, Jacob Brown		\$ 361.13
0027-002595-03	*Marselita Elizabeth Gomez Campos		\$ 342.74
0027-002617-03	Patti Beck	FOX	\$ 460.80
0027-002628-02	*Joseph Habib		\$ 47.43
0027-002661-03	Suriel Sanguillen	FOX	\$ 63.19
0027-002662-03	Javier Contreras Suarez	FOX	\$ 75.66
0027-002702-04	Jose Amaro	FOX	\$ 217.54
0027-002702-05	Hilda Baldivia Sierra*		\$ 95.57
0027-002737-03	Mariah Stewart*		\$ 170.92
0027-002793-02	Fernandez Pina/Aponte Martinez, Ivan/Milady	FOX	\$ 93.23
0027-002802-03	*Jimmy Helou Chebib		\$ 103.98
0027-002826-05	Sharonda Beasley*		\$ 310.79
0028-000065-06	Qingdu Liu*		\$ 53.12
0028-000095-03	*Wolfe Investments, Llc		\$ 109.93
0028-000205-05	Fuentes-Arteaga, Elmer	FOX	\$ 101.86
0028-000305-03	Ebun Williams*		\$ 377.70
0028-000350-07	Michael Carter	FOX	\$ 469.56
0028-000685-19	Broadwater, Connie	FOX	\$ 550.78
0028-001075-05	Vaughn, David*		\$ 1,631.29
0028-001229-11	David Theroux*		\$ 47.43
0028-001421-08	*Carrie Shah		\$ 910.71
0028-001469-09	Erica Shawn Smith*		\$ 864.48
0029-000081-14	*Genesis Perez		\$ 103.98
0029-000171-01	Campbell, Franklin	Deceased	\$ 86.16
0029-000332-19	*Rene Alonso Coreus Santana		\$ 162.20
0029-000374-12	Demoss, Chardonnay	FOX	\$ 189.15
0029-000548-08	Blanca Vargas*		\$ 201.97
0029-000614-09	Good, Sylvia V	FOX	\$ 45.54
0029-001660-03	*Jordan, Gentry/Vickie		\$ 155.09
0029-001830-03	Wilson, Alice*		\$ 305.39
0029-003000-18	Bonilla, Miguel Angel	FOX	\$ 121.41
0029-003300-05	Ledford, Daniel*		\$ 47.43
0029-003731-03	Luis Alvaro Vega Lopez*		\$ 96.30
0029-004092-03	Owen, Kim*		\$ 51.99

EXHIBIT A			
Account #	Name	Collection	Amount
0031-000319-08	Quality Tire Llc*		\$ 110.94
0031-000458-01	Built-More, Llc*		\$ 631.59
0031-000770-08	Moises Gonzales Lara*		\$ 769.73
0031-000790-05	Christina Atkinson, Bordwell, John	FOX	\$ 99.63
0031-000800-18	Josue Natanael Ortiz Fuentes	FOX	\$ 91.95
0031-000800-19	*Michael Zakaria		\$ 62.21
0031-000881-09	Compean-Loredo, Teresa	FOX	\$ 137.49
0031-000920-02	Bean, Lisa	FOX	\$ 995.58
0031-000970-14	Jeremy Richards*		\$ 102.82
0031-001040-10	Johnny Lezcano / Rocio Rivera*		\$ 51.99
0031-001450-03	Ashley, Bruce L	FOX	\$ 567.14
0031-001910-07	Escobedo, Rafael L*		\$ 146.13
0031-002280-02	Lambert, Mary	FOX	\$ 61.62
0031-002580-04	Yosmar Macedo Bahena	FOX	\$ 192.53
0031-002592-04	Bell, Catina	FOX	\$ 514.25
0031-002592-05	Angela Phillips	FOX	\$ 284.83
0031-002740-29	Jasmine Caudill	FOX	\$ 90.61
0031-002750-17	Allen Beck, James Swanson	FOX	\$ 375.70
0031-003030-02	Riggs Jr, Sylvester Kevin	FOX	\$ 444.97
0031-003170-07	Martinez-Hernandez, Ismael	FOX	\$ 86.84
0031-003329-03	Caudill, Teresa*		\$ 207.96
0031-003329-04	*Margaret Oluyemisi Adebola		\$ 47.43
0031-003614-11	*Ochoa/Walden,Nicholas/Schylar		\$ 357.38
0031-003697-10	*Martinez-Aleman/Henriquez, Ingred/Gibson		\$ 124.40
0031-003817-13	Rogers, Kierra	FOX	\$ 54.49
0031-003841-04	Smith, Freida Renee	FOX	\$ 45.54
0031-003859-16	William Tuttle	FOX	\$ 54.18
0031-003870-04	Roland, James	FOX	\$ 97.53
0031-003871-10	Cathey, Ronica	FOX	\$ 469.79
0031-003871-11	Tiffany Cathey	FOX	\$ 658.11
0031-003871-12	Salekin Choudhury*		\$ 128.95
0031-004003-09	*Innovative Quartz And Granite		\$ 157.74
0032-000014-09	Elvir, Jose Felix*		\$ 1,878.68
0032-000035-16	Brittany Harney	FOX	\$ 158.76
0032-000168-01	Davis, Charles R*		\$ 352.82
0032-000323-03	Christina Yaneth Vallecillos Mauricio	FOX	\$ 53.10
0032-000325-02	Assadullah Nasrat*		\$ 47.43
0032-000334-02	*Veyani Acevedo Arrez, Pedro Antonio Alvarez		\$ 47.43
0032-000387-02	Ronqusha Groves*		\$ 369.21
0032-001143-11	*Reyna Elizabeth Garcia Mejia, Jesus Velasquez Maldonado		\$ 226.11
0032-001213-01	Webb, Norma		\$ 291.05
0032-001640-02	Hanvy, Marsha*		\$ 47.43
0032-002032-18	Kayla Underwood / Zachary Gray	FOX	\$ 211.20
0032-002076-04	Worrell, Horace	FOX	\$ 242.69
0032-002494-42	Galyon, Loral*		\$ 103.98
0032-002690-11	Solis, Roberto	FOX	\$ 498.38
0032-002781-08	Christensen, Georgia	FOX	\$ 368.78
0032-002788-21	Yates, Andy*		\$ 245.24
0032-002998-03	K F C (Jrn Inc.)*		\$ 28.71
0032-003007-10	*Kelexis Woodard, Brandon Partee		\$ 103.98
0032-003007-11	*Detorie Vaughn Walker		\$ 119.86

EXHIBIT A			
Account #	Name	Collection	Amount
0032-003018-12	Clarence Hogan	FOX	\$ 231.95
0032-003047-07	Buckingham, Michael*		\$ 352.82
0032-003055-11	Elizabeth / Jamal Park*		\$ 51.99
0032-003058-06	Joseph Artman, Melody Clifton	FOX	\$ 140.08
0032-003065-04	Tisdale, Christopher*		\$ 418.50
0032-003071-08	Ashraf Salama*		\$ 51.97
0032-003082-02	Mahmood, Mohammed	FOX	\$ 91.08
0032-003102-04	Jessica Wilson, Melody Wilson, Carl Wilson	FOX	\$ 349.76
0032-003103-04	Hope Williams-Rucker	FOX	\$ 249.94
0032-003114-04	Kenesha Sherrill	FOX	\$ 224.45
0032-003117-05	Tello Marcano	FOX	\$ 706.18
0032-003118-02	*Garner/Vaughn, Shannon/Kenneth		\$ 47.43
0032-003129-03	Cladua Carrillo Ayala, Menjivar Coralia Encarnacion	FOX	\$ 172.16
0032-003162-03	Labronce Dowlen	FOX	\$ 103.98
0032-003163-03	Jessica Retic	FOX	\$ 170.89
0032-003164-04	Omar Ramirez Leiva	FOX	\$ 100.41
0032-003166-03	*Robyn Hannah		\$ 306.64
0032-003176-02	*Wilkins/Taylor, Bryson/Kimberly		\$ 47.43
0032-003178-03	Dilcia Andrade	FOX	\$ 104.04
0032-003178-04	*Gonzalo Gonzalez		\$ 83.79
0032-003332-07	Golden, Angelica	FOX	\$ 1,074.51
0032-003354-08	Edgardo Jose Rebilla Gutierrez	FOX	\$ 238.16
0032-003360-07	Porsha Richmond	FOX	\$ 97.53
0033-000300-07	Sandra Vasquez	FOX	\$ 218.82
0033-000469-17	Robinson, Tracy	FOX	\$ 299.37
0033-000632-20	Diego Guerrero	FOX	\$ 90.97
0033-000711-07	Walton, Crystal	FOX	\$ 417.72
0033-001130-12	Hannah Shelton, Timothy Campbell	FOX	\$ 144.02
0033-001221-04	Diamand Williams	FOX	\$ 227.12
0033-001434-22	Blake Autrey, Kristyn Autrey	FOX	\$ 934.10
0033-001549-11	*India Castillo, Lashonda Gibbons		\$ 114.36
0033-001556-09	Ernesto Garfias Vazquez	FOX	\$ 267.45
0033-002050-09	*Nuvia Gricelda Fuentes Cuevas		\$ 282.26
0033-002130-21	Lockett, James J*		\$ 16.98
0033-002140-05	Adams, Clinton	FOX	\$ 445.10
0033-003005-12	Zamora Guerrero, Jose Guadalupe	FOX	\$ 141.80
0033-003016-04	Gooch, Shiann	FOX	\$ 155.97
0033-005000-14	Baylor, April/Dakaree	FOX	\$ 181.27
0033-005065-09	Roberto Rodriguez Silva*		\$ 130.74
0033-005084-14	Iris White*		\$ 58.23
0034-000261-04	Eduardo Jesus Perez Martinez	FOX	\$ 501.67
0034-000399-04	Castillo, Elsie Rivera	FOX	\$ 205.93
0034-000929-04	Yasmin Martinez	FOX	\$ 45.54
0034-000940-05	Indira Coy Hernandez, Randell Roa Ortega	FOX	\$ 161.12
0034-000949-02	Mayfield, Marcus	FOX	\$ 100.79
0034-000979-05	Ragy Ragy*		\$ 51.99
0034-001010-03	Daniela Ortiz Vega	FOX	\$ 243.46
0034-001010-04	*Brenda Camacho		\$ 163.17
0034-001035-02	*Habib/Darko, Talahatu/Theophilus		\$ 51.99
0034-001044-02	Zaki, Hanna		\$ 36.36
0035-000680-05	Grimm, James	FOX	\$ 662.90

EXHIBIT A			
Account #	Name	Collection	Amount
0035-000740-22	McNally, Kevin	FOX	\$ 302.53
0035-001410-06	Ruggles, Jennifer	FOX	\$ 215.18
0035-002110-09	Tiffany Williams	FOX	\$ 345.08
0035-002120-10	Claro Rodriguez, Yonet	FOX	\$ 323.24
0035-002870-04	Paula/Sergio Valdez , Deborah Melton	FOX	\$ 320.65
0035-003130-06	Rostro, Faustino O	FOX	\$ 134.36
0036-000050-02	Stevens, James	FOX	\$ 429.64
0036-000410-10	*Karla Alezano		\$ 254.63
0036-000998-07	Malissa Key	FOX	\$ 109.73
0036-001048-10	Muhimana, Innocent*		\$ 341.61
0036-001308-04	Mohammad Amirul Islam	FOX	\$ 169.52
0036-001308-05	Meredic Meraz Medina	FOX	\$ 141.63
0036-001543-05	Yunior Hernandez Andrade	FOX	\$ 191.36
0036-001571-03	Janay Rawlins		\$ 24.20
0036-001604-08	Tooles, Brandon	FOX	\$ 303.22
0037-001100-10	Candace Manley	FOX	\$ 198.89
0037-003300-08	Devonta Woodmore / Megan Stutz	FOX	\$ 261.77
0037-012880-11	Miranda Foley	FOX	\$ 420.30
0037-013700-12	Brittany Arigbe*		\$ 157.22
0037-014400-07	Ruby Johnson	FOX	\$ 181.74
0037-017000-12	Breona Miller	FOX	\$ 362.02
0037-017800-10	*Jessica Rice		\$ 239.39
0037-018600-15	White, Harley*		\$ 161.25
0037-023000-04	Johnson / Aobin, Charles / Aundrial	FOX	\$ 279.69
0037-024500-02	Large, Peggy	Deceased	\$ 174.59
0037-024700-07	Eric / Geneva Gillmer	FOX	\$ 143.63
0037-025610-10	Logue, Lateral	FOX	\$ 670.69
0038-000290-06	Arbey Roselin Gonzalez Lopez	FOX	\$ 352.61
0038-000710-04	Antonio/Nancy , Caal Choc/Tut Cucul	FOX	\$ 109.42
0038-000770-12	Tiffany / Robert Howell*		\$ 321.56
0038-000880-12	*Alondra Ortiz Cruz		\$ 495.91
0038-000950-08	Brauchler, Suzanne	FOX	\$ 56.55
0038-001610-02	Hendrix, Donna Kay*		\$ 273.84
0038-002150-04	Nwagbara, Brandi N	FOX	\$ 91.08
0038-003227-05	Patrick Pruitt, Sirena Murphy	FOX	\$ 297.64
0038-003229-03	*Maria Bello		\$ 421.18
0038-003233-04	Steven Moreno Sanchez	FOX	\$ 91.08
0038-003235-05	Maria Cardona Cruz	FOX	\$ 251.45
0038-003269-04	Yarelis C Troconiz Rodriguez	FOX	\$ 51.20
0038-003274-02	Bates, David	FOX	\$ 238.06
0039-000144-06	Guillermo Bassa Cajigal	FOX	\$ 115.18
0039-000310-03	Jones, Holly	FOX	\$ 239.55
0039-000448-08	Cloutier, Jacie*		\$ 102.84
0039-000665-09	Mariela Saucedo Espinoza	FOX	\$ 128.90
0039-001622-21	Banovitz, Jason*		\$ 103.98
0040-000022-12	Niesheelia Singleton	FOX	\$ 150.44
0040-000207-06	Quijano-Portillo/Villalta, Alexander/Michelle	FOX	\$ 453.01
0040-000209-03	Babb, David/Ursula	FOX	\$ 510.06
0040-000401-07	Polk, Raymond	FOX	\$ 335.88
0040-000412-06	Mayra Ivelyn	FOX	\$ 255.32
0040-000415-06	Henderson-Cruz, Donald R*		\$ 434.46

EXHIBIT A			
Account #	Name	Collection	Amount
0040-000517-07	Denisse Portillo Garcia*		\$ 357.94
0040-000601-04	*Nem/Mung, Niang/Pau Sian		\$ 51.99
0040-000713-20	Finn, Edward L	FOX	\$ 59.46
0040-000826-09	Austin, Tiffany	FOX	\$ 49.55
0040-000826-10	Marla Hunter	FOX	\$ 118.58
0040-001115-19	Adams, Sharonda/David	FOX	\$ 171.20
0040-001307-06	*Florin Muresan		\$ 236.91
0040-001402-16	Bell, Leatosha	FOX	\$ 585.65
0040-001412-11	Brian Bowers		\$ 44.36
0040-001520-05	Quiana Tharpe	FOX	\$ 454.34
0040-001520-06	Ruby Johnson*		\$ 240.64
0040-001526-13	Juarez, Roberto*		\$ 304.12
0040-001600-05	*Sanabria/Fermin, Raul/Mariela		\$ 293.58
0040-001605-12	Marcos David Reyes	FOX	\$ 143.95
0040-001622-11	Malik Shields / Johanna Marie Valencia	FOX	\$ 240.73
0040-001725-10	Dalton Vasquez	FOX	\$ 338.99
0040-001737-03	Espinal, Ebeli*		\$ 268.96
0040-001738-08	Edgington, Gary/Jerri	FOX	\$ 159.74
0040-001770-07	Brandon / Natajia Barron	FOX	\$ 965.59
0040-001819-18	Jherika Hudson*		\$ 51.99
0040-001824-08	Abdelmalak, Basem	FOX	\$ 73.04
0040-001930-07	Abdallah Abanoub Nageeb, Efag Abdelmalak	FOX	\$ 51.99
0040-001933-12	Brown, Latoya C	FOX	\$ 113.93
0040-001987-16	Zelege Wale Belachew	FOX	\$ 373.24
0040-002047-15	Charnicka Brownlee	FOX	\$ 441.96
0040-002057-11	Yacoub Behname		\$ 31.51
0040-002058-09	Michele O'Connor	FOX	\$ 252.53
0040-002093-13	Carney, Bironka*		\$ 277.99
0040-002108-04	Carmen Tillero Gil, Ruben Jamamillo , Nestor Alvarez	FOX	\$ 261.81
0040-002146-07	Lancaster, Felesha	FOX	\$ 1,246.24
0040-002160-03	Mentias/Danial, Demian/Maria	FOX	\$ 74.40
0040-002222-19	Gore, Diamond*		\$ 475.80
0040-002240-13	Morgan/Vita, Corbett/Susan	FOX	\$ 91.08
0041-000003-06	*Carol Clark		\$ 494.42
0041-000124-06	Hasan, Aram	FOX	\$ 494.91
0041-000149-09	Roddrick Miller	FOX	\$ 382.15
0041-000193-05	Mammdoh Salama	FOX	\$ 45.54
0041-000224-11	Terri Johnson	FOX	\$ 218.13
0041-000302-10	Johnson, Lakresha	FOX	\$ 155.15
0042-000089-08	Harlan, Vicki*		\$ 454.91
0042-000153-02	Rutan, Linda*		\$ 51.99
0042-000160-02	Moreno/Maria, Silva/Leopoldo	FOX	\$ 349.04
0042-000163-04	Burns, Montreial	FOX	\$ 230.51
0042-000243-03	Ahmed, Tahir	FOX	\$ 51.99
0042-000283-09	Liner, Seth*		\$ 269.64
0042-000388-11	*Ryan Denson		\$ 210.89
0042-000416-02	Charlton, Tyler	FOX	\$ 111.74
0042-000419-15	*Alfredo Tomas Francisco, Noemi Mendoza, Usonica Lopez, Carlos Godinez		\$ 187.39
0042-000458-08	Nancy Rivera Cruz*		\$ 315.66
0042-000483-05	Ly, Hong/Charlie*		\$ 47.43
0042-000609-09	Sandra Cox	FOX	\$ 361.00

EXHIBIT A			
Account #	Name	Collection	Amount
0042-000640-05	Seth / Brittnay Howse	FOX	\$ 321.84
0042-000663-10	Yosel Suarez Ulloa	FOX	\$ 329.37
0042-000667-09	Bandy, Brandon	FOX	\$ 245.60
0043-000260-05	Marquez / Rellana , Jose / Dubino	FOX	\$ 74.40
0043-000263-08	Gillenwater/Baldwin Crystal/Augusta	FOX	\$ 214.33
0043-000272-02	Sedrak/Louka, Habib/Raheel		\$ 32.85
0043-000290-06	Jose Rodriguez	FOX	\$ 135.12
0043-000310-04	Sherrill Stratford	FOX	\$ 161.89
0043-000361-08	Cody, Norman	FOX	\$ 138.77
0043-000371-03	Jenkins/Carter, Dedra/Brian	FOX	\$ 182.16
0043-000371-07	Melody Carlino		\$ 45.54
0043-000380-08	Ryan Summers/Antonio Jenkins	FOX	\$ 323.72
0043-000394-06	Balvino Antonio Lopez Juarez, Carlota Caal Choc	FOX	\$ 90.85
0043-000405-07	*Eudy Paz Nava		\$ 406.53
0043-000415-09	Cheatham, Jesse	FOX	\$ 564.20
0043-000431-04	Fernando Casado	FOX	\$ 133.87
0043-000445-10	Petway, Chante	FOX	\$ 328.01
0043-000461-07	Javier Alexander Rondon Castro, Otilia Herrera Sanchez	FOX	\$ 92.63
0043-000470-16	Carpenter, Jasmine/Jamal	FOX	\$ 568.10
0043-000519-14	Brayan Ortiz Arispe	FOX	\$ 279.07
0043-000566-13	Parrish/Thompson, Adrian/Marqueta	FOX	\$ 160.69
0043-000574-09	Byas, Latoya	FOX	\$ 45.54
0043-000581-07	Howard, Jeffery K	FOX	\$ 110.50
0043-000612-11	*Rivera/Flores, Salvador/Yvette		\$ 142.58
0043-000613-16	Diana Martinez Lizardo*		\$ 505.12
0043-000625-15	Walker, Monique*		\$ 429.31
0043-000631-16	Timira Garrett*		\$ 184.91
0043-000633-06	Braden, Kathy	FOX	\$ 128.59
0043-000690-02	Irizarry, Sylvia*		\$ 51.99
0043-000701-07	Kerionne Boudreaux	FOX	\$ 151.52
0043-000733-04	*Ayman Zaky Youssef, Nesreen Zaki		\$ 336.40
0043-000756-05	Tindall, Frederick	FOX	\$ 393.39
0043-000794-02	Martinez-Vargas, Victor	FOX	\$ 51.99
0043-000802-03	Linda Mcmutery	FOX	\$ 191.14
0060-000030-11	Higginbotham, Holly	FOX	\$ 106.54
0060-000040-02	Robert N. Ray	FOX	\$ 45.54
0060-000310-10	Webster II, Charles/ Mathews, Lauren	FOX	\$ 175.63
0060-000503-03	Rocstar Supply, Llc	Bankruptcy	\$ 408.12
0060-000703-12	Allen, Angela Lynn*		\$ 47.43
0060-000707-18	Wilson, Pamela	FOX	\$ 136.62
0060-001202-11	Jurado, Maria	FOX	\$ 97.53
0060-001465-10	Kirby, Dennis*		\$ 155.97
0060-004000-04	Regina Thomas*		\$ 47.43
0060-004124-10	Mina Atia	FOX	\$ 51.99
0060-004174-09	Yarisleidys Monzon Salgado	FOX	\$ 877.19
0060-004200-06	Cynthia Parker	FOX	\$ 204.25
0060-004254-06	Jose Isaias Delcid	FOX	\$ 136.42
0060-004272-04	Aguilar-Giron, Nelson	FOX	\$ 51.99
0060-004274-03	Byers, Melinda	FOX	\$ 725.57
0060-004326-10	Catina Barnes*		\$ 306.63
0060-004390-12	Lopez-Hernandez, Angel	FOX	\$ 94.31

EXHIBIT A			
Account #	Name	Collection	Amount
0060-004422-04	*Haraway /Rickie, Melanie		\$ 151.41
0060-004482-08	Soria-Sanchez, Alejandro / Eduardo*		\$ 47.43
0060-004544-06	Angel Rafael Gramer Rivera*		\$ 64.50
0060-004583-02	*Southland Log Homes, Inc.		\$ 90.91
0061-000057-03	Jose Humberto Hernandez	FOX	\$ 564.05
0061-000128-08	Geysi Cruz		\$ 45.54
0061-000265-03	Whidbee, Nicole	FOX	\$ 367.64
0061-000265-04	Jp Investment Group Llc*		\$ 337.45
0061-000681-08	Joshua Freeman	FOX	\$ 297.05
0061-000686-09	Elizabeth Goings	FOX	\$ 184.31
0061-000716-32	Donna Chriss-Price*		\$ 47.43
0061-000736-02	Byard, James	FOX	\$ 91.08
0061-001180-05	Santiago, Shante/Efren	FOX	\$ 355.46
0061-001235-02	Maria Aldaba*		\$ 47.43
0061-001290-14	John E Nightengale, Elizabeth Fletcher	FOX	\$ 266.12
0061-001345-05	Donald Robinson*		\$ 388.30
0061-001355-04	Harrison,Shirley	FOX	\$ 209.10
0061-001420-04	Merlin Reyes	FOX	\$ 50.94
0061-001440-03	Flatt, Amanda	FOX	\$ 396.75
0061-001440-04	*John W Waldron Trust By Pinnacle Bank		\$ 126.92
0061-001465-27	Foy, Latasha	FOX	\$ 45.54
0061-001525-10	Elmer Castro Urqia*		\$ 24.55
0061-001854-02	Larro'S Market		\$ 24.46
0061-003011-15	Mena, Hugo Rodriguez	FOX	\$ 51.99
0061-003036-02	*Rivera/Nancy, Hernansez/Alg		\$ 155.97
0061-003651-11	Luis Alonso Pineda Cruz	FOX	\$ 890.86
0061-003750-05	Isaias Escobar / Pedro Escobar	FOX	\$ 45.54
0061-004005-03	Win, Khin Maung	FOX	\$ 51.99
0061-004015-23	Freeman/Bivens, Morgan/Hope	FOX	\$ 261.28
0061-004089-08	*Alejandra Reyes Garcia		\$ 4,571.56
0061-004145-08	Jairo Marillo	FOX	\$ 199.56
0062-000215-05	Barrera, Tony*		\$ 261.20
0062-000350-15	Cody Ortiz	FOX	\$ 778.44
0062-000415-02	*Elliott, William/Susan		\$ 47.43
0062-000438-03	*Sheila Prince		\$ 51.99
0062-000779-04	Bridges, Laura/Ross	FOX	\$ 155.82
0062-001021-01	Hamlett, Faye*		\$ 45.54
0062-001104-05	Oster, Frank	FOX	\$ 105.23
0062-001136-06	*Porfirio Terrasaz Pastrana		\$ 47.43
0062-001240-05	Verek Muy	FOX	\$ 150.43
0062-001369-07	Arias, Kari	FOX	\$ 103.98
0062-001376-04	Home River Group	FOX	\$ 88.63
0062-001409-08	Kacey Harwell*		\$ 265.23
0062-001503-06	Ora Obisike	FOX	\$ 329.72
0062-001643-19	Gamble, Jerry*		\$ 267.25
0062-003005-14	Fletcher, Armentris*		\$ 100.39
0062-003225-04	Griggs, Michael*		\$ 115.18
0062-003305-06	Ludin, Corey*		\$ 466.58
0062-003315-05	Oscar Ramirez*		\$ 259.95
0062-003410-10	Mayra Garcia	FOX	\$ 280.80
0062-003430-14	James Robinson	FOX	\$ 333.89

EXHIBIT A			
Account #	Name	Collection	Amount
0062-003430-17	Jesse Palma*		\$ 202.23
0062-003825-05	Heymans, Tyler	FOX	\$ 45.54
0063-000008-01	Stanley, Geneva	FOX	\$ 97.53
0063-000061-03	Marvin Soriano Orellana	FOX	\$ 354.49
0063-000256-01	Bolton, Wayne*		\$ 106.48
0063-000262-15	Griffin, Briana	FOX	\$ 128.68
0063-000262-17	*Azucena Cristina Enriquez Zaragoza		\$ 357.50
0063-000281-16	Uscanga Molina, Ricardo	FOX	\$ 2,072.04
0063-000289-08	Kenneth Perez Aloyo, Miguel Gonzalez Pacheco	FOX	\$ 51.99
0063-000319-09	Giddens, Louise	FOX	\$ 310.59
0063-000358-03	Ascend Rentals, Llc*		\$ 103.98
0063-001021-27	Arsenault, Daniel		\$ 20.87
0063-001021-28	Gabrielle Souviron*		\$ 53.64
0063-001033-14	Buchanan, Tina M		\$ 20.87
0063-001073-26	Burchett, Karen	FOX	\$ 147.11
0063-001079-27	Loochtan, Kristina	FOX	\$ 291.05
0063-001580-10	*Domingo Alberto Zuniga		\$ 549.27
0063-001604-11	Scott Zeller*		\$ 131.48
0063-001672-09	Ariele Smith		\$ 36.87
0063-001722-06	Karen Womack*		\$ 152.00
0063-002006-04	Ali, Layth	FOX	\$ 163.74
0063-002090-07	Ricardo Jose Figueroa Sierra, Liva Sima	FOX	\$ 229.21
0063-004121-04	Mateen, Qadir Abdullah	FOX	\$ 140.39
0063-004195-02	Campbell, Anne	FOX	\$ 94.11
0063-004301-03	Jason Smith	FOX	\$ 51.99
0064-000106-08	Kinnard, Mitzi	Deceased	\$ 277.70
0064-000121-11	Rose, Christopher D	FOX	\$ 321.41
0064-000214-25	Morris Property Management	FOX	\$ 169.82
0064-000220-15	Angelita Monique Hill	FOX	\$ 182.16
0064-000330-18	Torres/Elizadale Antonio/Montserrat	FOX	\$ 79.10
0064-000383-09	Cummings, Robie	FOX	\$ 164.32
0064-000383-10	Joanne Aronis*		\$ 116.93
0064-000433-07	Scales, Laquinta*		\$ 157.53
0064-000618-06	Larry E Denton	FOX	\$ 91.08
0064-000650-12	Simms, Lisa	FOX	\$ 179.57
0064-000664-06	Salina/Sara, Salina/Jose	FOX	\$ 45.54
0064-000780-03	Collins, Michael	FOX	\$ 201.51
0064-000787-04	Sarabia, Monica*		\$ 155.97
0064-000801-02	Perry, Nancy	Deceased	\$ 518.56
0064-000902-07	Candy Mayuni Ramirez Ordonez, Rigoberto Castro	FOX	\$ 458.54
0064-000952-08	*Ocasio Marquz/Jimenez, Ramon/Michelle		\$ 641.81
0064-001037-05	Elkhanagry, Rafik*		\$ 79.49
0064-001039-06	*Watt/Chandler,Shelby/Denicholas		\$ 186.97
0064-001054-06	Lisa Jones	FOX	\$ 51.99
0064-001202-12	*Alejandro R Gonzalez		\$ 47.43
0064-001212-07	*Ghaith H Kareem		\$ 336.33
0064-001233-09	*Graciela Amaya		\$ 47.43
0064-001236-13	Brenna Brown, Robert Thornton	FOX	\$ 507.92
0065-000270-08	Adam Smotherman	FOX	\$ 51.99
0065-000340-04	Chandra N Hall, Monta Gipson	FOX	\$ 325.01
0065-000692-07	*Carlos Alberto Vasquez Cruz		\$ 316.64

EXHIBIT A			
Account #	Name	Collection	Amount
0065-000783-06	*Schionnemann, Niels		\$ 47.43
0065-000812-14	Angela Colagrosso	FOX	\$ 126.39
0065-000872-02	Kennan, Joel/Laura	FOX	\$ 287.35
0065-000904-19	*Maricela Ortiz Romero		\$ 51.99
0065-001112-03	Brydie, George/Mattie	FOX	\$ 83.67
0065-001137-05	Sledge, Brenna/Jeremy*		\$ 53.12
0065-001448-07	Bagul, Khaled	FOX	\$ 73.04
0067-000016-06	Theodore Vetato	FOX	\$ 143.95
0068-000180-02	Hopper, Mary C*	Deceased	\$ 45.54
0068-000379-02	*Azadi-Nejad, Soroush		\$ 50.07
0068-000532-02	Jesse Palma*		\$ 213.09
0068-000629-02	*Charles Williams		\$ 47.43
0950-000001-01	Covington/Lohin, Jill/Austin		\$ 49.14
0950-003055-06	Eldridge, Alyssa		\$ 127.77
	Grand Total		\$ 116,070.76



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 12. **Resolution #2025-09** - A Resolution to Accept Portico Place, Section 2, Phase 2 and Resubdivision of Common Areas A & B of Section 2, Phase 1. (Received a favorable recommendation from the Planning Commission on March 25, 2025.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2025-09

Summary:

This resolution will formally accept Portico Place, Section 2, Phase 2 and Resubdivision of Common Areas A & B of Section 2, Phase 1.

Background Information:

The developer has requested that this phase be accepted by the city. On March 25, 2025, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one-year maintenance bond within 15 days of BOMA approval.

Financial Summary:

At this time, there is no financial impact to the city. Once the one-year maintenance period ends, the city will be required to maintain the infrastructure included in this subdivision.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-09

A RESOLUTION TO ACCEPT PORTICO PLACE, SECTION 2, PHASE 2 AND RESUBDIVISION OF COMMON AREAS A & B OF SECTION 2, PHASE 1.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Portico Place, Section 2, Phase 2 and Resubdivision of Common Areas A & B of Section 2, Phase 1; and

WHEREAS, the City of La Vergne Planning Commission, on March 25, 2025, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

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

SECTION 1. That Portico Place, Section 2, Phase 2 and Resubdivision of Common Areas A & B of Section 2, Phase 1, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

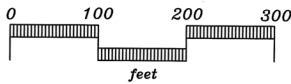
SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 6th day of May, 2025.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



GENERAL NOTES

- THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 52 SINGLE FAMILY LOTS BEING SUPPORTED WITH ROAD RIGHT-OF-WAY AND EASEMENTS.
- BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO RUTHERFORD COUNTY CONTROL POINT RCC-01 (NAD 83-96).
- THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, PER FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 4749C0105 J, EFFECTIVE DATE: MAY 9, 2023.
- PARCELS MAY BE SUBJECT TO ADDITIONAL EASEMENTS AND/OR RESTRICTIONS, BY RECORD OR PRESCRIPTION, THAT A COMPLETE TITLE SEARCH MAY REVEAL.
- PROPERTY IS ZONED PDR. MINIMUM SETBACK REQUIREMENTS ARE:
FRONT - 15 FT. / (35 FT. TO GARAGE) - SIDE - 5 FT. - REAR - 15 FT.
- FOR EACH LOT SHOWN ON THIS PLAT, THERE SHALL BE PLANTED A MINIMUM OF ONE CANOPY TREE OF AT LEAST 2.5" CALIPER AND ONE UNDERSTORY TREE OF AT LEAST 1.5" CALIPER. THE TYPE OF TREE IS TO BE DETERMINED BY THE CITY OF LAVERGNE WITH THE DEVELOPER.
- ALL CRITICAL LOTS (WITH 15% SLOPES OR GREATER), ARE DENOTED WITH AN ASTERISK (*) ENGINEERED LOT PLANS ARE REQUIRED FOR THESE LOTS PRIOR TO OBTAINING A BUILDING PERMIT.
- ALL COMMON AREAS AND DRAINAGE AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- DEVELOPER IS RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS. STREET LIGHTS SHALL BE LOCATED NO MORE THAN 300 FEET APART.
- LOTS 34-39 AND 43-53 SHALL HAVE NO ACCESS TO BLAIR ROAD. ALL ACCESS FOR THESE LOTS SHALL BE FROM AND TO CORNICIE DRIVE FOR LOTS 34-39 AND PORTICO PLACE FOR LOTS 43-53.
- CONSTRUCTION OR MOVING OF SOILS IS NOT ALLOWED WITHIN THE STREAM BUFFERS. NO VARIANCE WILL BE GRANTED FOR LOT 34.

CURVE DATA

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°45'43"	500.00'	59.01'	S 79°52'45" W	58.97'
C2	6°45'43"	500.00'	59.01'	S 86°38'31" W	58.97'
C3	6°45'43"	500.00'	59.01'	N 86°35'46" W	58.97'
C4	6°01'34"	500.00'	52.59'	N 60°20'07" W	52.56'
C5	6°01'34"	500.00'	52.59'	N 74°10'53" W	52.56'
C6	6°45'43"	500.00'	59.01'	N 67°46'55" W	58.97'
C7	6°01'34"	500.00'	52.59'	N 62°23'05" W	52.56'
C8	6°01'34"	500.00'	52.59'	N 55°24'42" W	52.56'
C9	2°00'09"	500.00'	17.47'	N 52°20'50" W	17.47'
C10	12°58'52"	175.00'	32.41'	N 36°02'01" W	32.30'
C11	3°36'01"	175.00'	32.41'	N 07°33'54" W	32.30'
C12	22°02'31"	175.00'	67.32'	N 19°16'22" E	66.91'
C13	30°00'00"	25.00'	39.27'	N 78°16'56" E	35.36'
C14	16°17'36"	220.00'	62.56'	S 67°52'10" E	62.35'
C15	6°26'38"	50.00'	5.62'	N 62°56'41" W	5.62'
C16	14°12'41"	445.37'	3.64'	N 78°17'29" E	3.64'
C17	47°39'58"	50.00'	4.60'	S 28°49'13" E	4.61'
C18	48°44'32"	50.00'	4.254'	S 77°02'27" E	4.26'
C19	30°00'00"	25.00'	39.27'	S 44°33'22" E	35.36'
C20	28°51'22"	50.00'	24.18'	N 64°10'55" E	24.36'
C21	70°31'44"	25.00'	30.77'	N 85°00'46" E	28.87'
C22	4°35'00"	225.00'	18.00'	S 7°45'05" W	18.00'
C23	10°15'58"	225.00'	40.05'	S 20°35'53" W	40.00'
C24	1°28'42"	225.00'	45.08'	S 09°45'14" W	45.00'
C25	10°15'58"	225.00'	40.05'	S 0°05'06" E	40.00'
C26	10°15'58"	225.00'	40.05'	S 1°17'04" E	40.00'
C27	1°28'42"	225.00'	45.08'	S 22°07'24" E	45.00'
C28	10°15'58"	225.00'	40.05'	S 32°27'44" E	40.00'
C29	10°15'58"	225.00'	40.05'	S 43°07'42" E	40.00'
C30	2°05'06"	225.00'	8.19'	S 49°18'13" E	8.19'
C31	3°20'03"	550.00'	32.00'	S 60°04'47" E	32.00'
C32	4°09'51"	550.00'	39.91'	S 54°45'54" E	39.91'
C33	5°11'13"	550.00'	49.79'	S 50°25'56" E	49.77'
C34	3°10'16"	550.00'	48.75'	S 63°37'09" E	49.77'
C35	4°09'51"	550.00'	39.91'	S 74°27'01" E	39.91'
C36	4°09'51"	550.00'	39.91'	S 78°14'46" E	44.78'
C37	4°09'51"	550.00'	39.91'	S 84°14'56" E	39.91'
C38	4°09'51"	550.00'	39.91'	N 80°03'25" E	39.91'
C39	4°09'51"	550.00'	39.91'	N 88°24'27" E	39.91'
C40	4°09'51"	550.00'	39.91'	N 84°14'56" E	39.91'
C41	4°09'51"	550.00'	39.91'	N 80°03'25" E	39.91'
C42	4°09'51"	550.00'	39.91'	N 76°14'39" E	33.91'
C43	3°32'00"	550.00'	33.91'	N 74°27'01" E	33.91'
C44	2°04'32"	170.00'	86.50'	N 74°27'01" E	87.50'
C45	13°32'02"	220.00'	61.91'	N 84°17'00" W	61.89'
C46	2°01'18"	500.00'	17.64'	N 57°29'18" E	17.64'
C47	18°49'14"	50.00'	10.63'	N 54°23'23" E	10.63'
C48	18°26'33"	448.37'	16.01'	N 68°17'50" E	16.01'
C49	18°26'33"	50.00'	10.91'	N 62°41'49" E	13.87'
C50	37°32'58"	30.00'	20.31'	N 48°26'34" E	19.55'
C51	0°44'16"	448.37'	5.74'	N 37°38'09" E	5.74'
C52	18°14'09"	459.84'	106.23'	N 28°20'37" E	105.99'

LOT AREA TABLE

LOT	AREA - SQ. FT.	ACRES
1	6,473.05	0.15
2	6,473.05	0.15
3	6,473.05	0.15
4	6,473.05	0.15
5	6,473.05	0.15
6	6,473.05	0.15
7	6,473.05	0.15
8	6,473.05	0.15
9	6,473.05	0.15
10	6,473.05	0.15
11	6,473.05	0.15
12	6,473.05	0.15
13	6,473.05	0.15
14	6,473.05	0.15
15	6,473.05	0.15
16	6,473.05	0.15
17	6,473.05	0.15
18	6,473.05	0.15
19	6,473.05	0.15
20	6,473.05	0.15
21	6,473.05	0.15
22	6,473.05	0.15
23	6,473.05	0.15
24	6,473.05	0.15
25	6,473.05	0.15
26	6,473.05	0.15
27	6,473.05	0.15
28	6,473.05	0.15
29	6,473.05	0.15
30	6,473.05	0.15
31	6,473.05	0.15
32	6,473.05	0.15
33	6,473.05	0.15
34	6,473.05	0.15
35	6,473.05	0.15
36	6,473.05	0.15
37	6,473.05	0.15
38	6,473.05	0.15
39	6,473.05	0.15
40	6,473.05	0.15
41	6,473.05	0.15
42	6,473.05	0.15
43	6,473.05	0.15
44	6,473.05	0.15
45	6,473.05	0.15
46	6,473.05	0.15
47	6,473.05	0.15
48	6,473.05	0.15
49	6,473.05	0.15
50	6,473.05	0.15
51	6,473.05	0.15
52	6,473.05	0.15

LINE TABLE

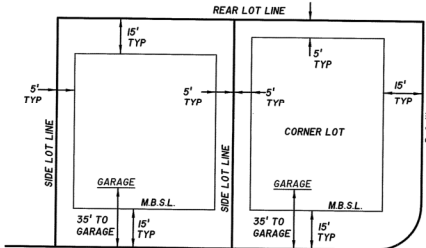
LINE	BEARING	DISTANCE
L1	S 08°06'55" W	16.38'
L2	S 0°48'24" W	57.41'
L3	S 06°55'57" E	67.80'
L4	S 83°04'03" W	26.00'
L5	S 06°55'57" E	50.00'
L6	N 89°04'03" E	32.56'
L7	S 06°55'57" E	76.01'
L8	S 20°14'48" E	55.73'
L9	S 29°02'23" E	49.61'
L10	S 29°24'42" E	47.89'
L11	S 21°53'31" E	41.99'
L12	S 08°39'21" E	24.86'
L13	S 76°40'26" W	32.68'
L14	S 83°10'15" W	21.44'
L15	N 59°43'22" W	30.34'
L16	S 59°02'05" W	28.31'
L17	N 12°34'44" W	24.91'
L18	S 85°00'46" W	26.12'
L19	N 50°16'36" E	34.39'

OPEN SPACE AREA TABLE

AREA	SQ. FEET	ACRES
OPEN SPACE A	54,042	1.24
OPEN SPACE B	132,609	3.04
OPEN SPACE C	7,437	0.16
OPEN SPACE D	32,537	0.75
OPEN SPACE E	53,963	1.24

RIGHT-OF-WAY AREA TABLE

AREA	SQ. FEET	ACRES
RIGHT-OF-WAY	64,541	1.34



TYPICAL MINIMUM BUILDING SETBACKS

MAP 29, PARCEL 20.00
JOHN M. BYRNES
D.B. 545, P. 456
ZONED I-2

MAP 29, PARCEL 21.01
LIMP, LLC
R.B. 1507, P. 2285
ZONED R-4

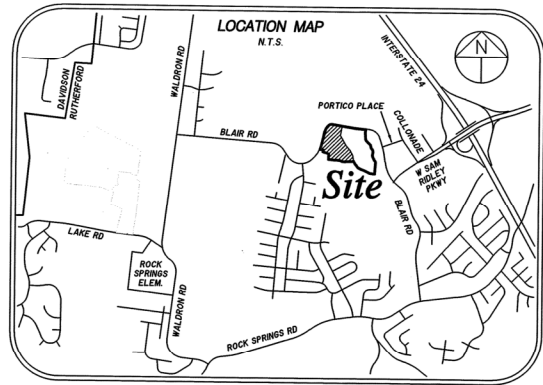
MAP 29, PARCEL 21.00
LIMP, LLC
R.B. 1506, P. 2478
ZONED R-4

MAP 32, PARCEL 8.00
LARRY J. GIBBONS
R.B. 573, P. 2635
ZONED R-1

MAP 32, PARCEL 6.04
SANDRA M. PARKER
R.B. 579, P. 1539
ZONED R-1

MAP 32, PARCEL 9.00
NARON FAMILY TRUST
R.B. 52, P. 398

MAP 32, PARCEL 9.00
NARON FAMILY TRUST
R.B. 52, P. 398



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK NUMBER 1655, PAGE 199, RUTHERFORD COUNTY REGISTERS OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISHING THE MINIMUM BUILDING RESTRICTION LINES AND THAT OFFERS OR IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES, AND OTHER FACILITIES HAVE BEEN FILED.

DATE: 2-6-24 NAME: Chris Yeran
DEED REFERENCE: TAX MAP 29, PARCEL 20.04
TAX MAP 29N, GROUP "A", PARCEL 101
TAX MAP 29N, GROUP "A", PARCEL 151
RECORD BOOK 1655, PAGE 199
A TENNESSEE LIMITED LIABILITY COMPANY

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF AN URBAN LAND SURVEY, CATEGORY "1", AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS FOR THE STATE OF TENNESSEE, AND THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000.

DATE: 1/4/2024 NAME: Michael C. Roberts
REGISTERED LAND SURVEYOR
TENN. R.L.S. NO. 2064



CERTIFICATE OF APPROVAL OF WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "PORTICO PLACE SECTION 2, PHASE 2" HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 08 FEB 2024 NAME: Gray
AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I HEREBY CERTIFY THAT THE SEWER SYSTEMS OUTLINED OR INDICATED ON THE SUBDIVISION FINAL PLAT ENTITLED "PORTICO PLACE SECTION 2, PHASE 2" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE: 2-1-2024 NAME: Gray
AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING

I HEREBY CERTIFY THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE LAVERGNE SUBDIVISION REGULATIONS, OR (IF) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE: 08 FEB 2024 NAME: Gray
AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE LAVERGNE SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: 2/13/24 NAME: Gray
SECRETARY, PLANNING COMMISSION

FINAL PLAT - COVER SHEET

SECTION 2, PHASE 2 AND RESUBDIVISION OF COMMON AREAS A & B OF SECTION 2, PHASE 1 PORTICO PLACE SUBDIVISION

CITY OF LAVERGNE, TENNESSEE
3rd CIVIL DISTRICT, RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 17024 DATE: 4-26-23 FILE: 17024 - PPSEC2PHO DRAWN BY: ATG SCALE: 1"=400' SHEET: 1 of 1

OWNER/DEVELOPER:
BLAIR ROAD, LLC
CORPORATE OFFICE:
572 SAVANNAH HWY.
CHARLESTON, SC 29407
LOCAL OFFICE:
101 FORREST CROSSING, SUITE 107,
FRANKLIN, TN 37064

LAND DATA:
ZONING: PDR
52 LOTS ON 15.69± ACRES

BUILDING SETBACKS:
FRONT: 15'
SIDE: 5'
REAR: 15'

DEED REFERENCE:

TAX MAP 29, PARCEL 20.04
RECORD BOOK 1655, PAGE 199

REVISED COMMON AREA:
TAX MAP 29N, GROUP "A", PARCEL 101
&
TAX MAP 29N, GROUP "A", PARCEL 151

PLAT BOOK 49, PAGE 286-287

TIME OF RECORDING: 12:09 P.M.

DATE OF RECORDING: February 14, 2024

Heather Dabbern, Register
Rutherford County Tennessee
Rec'd #: 1241623
Sec'd #: 30.00 Instrument #: 2832272
State: 0.00
Clerk: 0.00
Other: 2.00 2/14/2024 at 12:09 PM
Total: 32.00
Filing Cabinet 49 Pgs 286-287

Re-grade swell, straw mat when complete

Remove any erosion control, straw mat areas that are in need. Most of this is vegetation, shouldn't need much straw mat

Remove any erosion control, straw mat areas that are in need. Most of this is vegetation, shouldn't need much straw mat

Backfill around mailboxes and seed and straw.

Remove any erosion control, straw mat areas that are in need. Most of this is vegetation, shouldn't need much straw mat

CURVE DATA				
CURVE	DEL.	RADIUS	ARC LENGTH	CRD BEARING
C1	6°45'43"	500.00'	29.01'	S 74°24'39" W
C2	6°45'43"	500.00'	59.01'	S 86°38'31" W
C3	6°45'43"	500.00'	59.01'	N 86°38'31" W
C4	6°01'34"	500.00'	52.59'	N 80°02'07" W
C5	6°01'34"	500.00'	52.59'	N 74°10'53" W
C6	6°45'43"	500.00'	59.01'	N 67°46'55" W
C7	6°01'34"	500.00'	52.59'	N 55°21'42" W
C8	6°01'34"	500.00'	52.59'	N 55°21'42" W
C9	2°00'09"	500.00'	17.47'	N 50°00'50" W
C10	2°00'09"	500.00'	17.47'	N 50°00'50" W
C11	3°36'01"	175.00'	96.32'	N 07°33'54" W
C12	3°36'01"	175.00'	96.32'	N 07°33'54" W
C13	5°20'03"	175.00'	67.32'	N 19°15'22" E
C14	5°20'03"	175.00'	67.32'	N 19°15'22" E
C15	16°17'36"	220.00'	82.56'	S 67°52'10" E
C16	6°26'58"	30.00'	5.62'	N 62°56'41" W
C17	14°24'24"	445.37'	9.64'	N 70°37'29" E
C18	47°39'58"	50.00'	41.60'	S 28°49'13" E
C19	48°44'32"	50.00'	42.54'	S 77°02'27" E
C20	50°00'00"	25.00'	39.27'	S 14°43'52" E
C21	28°58'22"	50.00'	25.89'	N 64°10'55" E
C22	70°37'44"	25.00'	30.77'	N 85°00'46" E
C23	4°35'06"	225.00'	8.00'	S 20°52'53" W
C24	4°35'06"	225.00'	8.00'	S 20°52'53" W
C25	1°28'42"	225.00'	45.08'	S 09°45'14" W
C26	1°28'42"	225.00'	45.08'	S 09°45'14" W
C27	1°28'42"	225.00'	45.08'	S 09°45'14" W
C28	1°28'42"	225.00'	45.08'	S 09°45'14" W
C29	1°28'42"	225.00'	45.08'	S 09°45'14" W
C30	2°05'06"	225.00'	8.19'	S 49°18'13" E
C31	3°20'03"	350.00'	32.00'	S 92°00'47" E
C32	4°09'31"	350.00'	39.92'	S 85°43'02" E
C33	5°19'13"	350.00'	49.79'	S 80°25'56" E
C34	5°19'13"	350.00'	49.79'	S 80°25'56" E
C35	4°09'31"	350.00'	39.92'	S 70°17'09" E
C36	4°09'31"	350.00'	39.92'	S 70°17'09" E
C37	4°09'31"	350.00'	39.92'	S 70°17'09" E
C38	4°09'31"	350.00'	39.92'	S 70°17'09" E
C39	4°09'31"	350.00'	39.92'	S 70°17'09" E
C40	4°09'31"	350.00'	39.92'	S 70°17'09" E
C41	4°09'31"	350.00'	39.92'	S 70°17'09" E
C42	4°09'31"	350.00'	39.92'	S 70°17'09" E
C43	3°32'00"	550.00'	33.59'	N 76°44'55" E
C44	2°49'59"	70.00'	88.50'	N 84°47'00" E
C45	1°32'02"	220.00'	81.97'	N 84°47'00" E
C46	2°01'08"	500.00'	17.64'	N 75°29'18" E
C47	8°49'14"	50.00'	103.69'	N 54°42'52" E
C48	9°25'56"	445.37'	13.91'	N 68°17'25" E
C49	1°56'43"	50.00'	203.16'	N 22°41'49" E
C50	3°32'56"	30.00'	2.74'	N 49°26'34" E
C51	0°44'46"	445.37'	5.74'	N 77°48'09" E
C52	1°14'09"	459.84'	106.23'	N 2°20'37" E

LOT AREA TABLE	
AREA	SO. FT. ACRES
1	6,473.01
2	6,473.01
3	6,473.01
4	6,473.01
5	6,473.01
6	6,473.01
7	6,473.01
8	6,473.01
9	6,473.01
10	6,473.01
11	6,473.01
12	6,473.01
13	6,473.01
14	6,473.01
15	6,473.01
16	6,473.01
17	6,473.01
18	6,473.01
19	6,473.01
20	6,473.01
21	6,473.01
22	6,473.01
23	6,473.01
24	6,473.01
25	6,473.01
26	6,473.01
27	6,473.01
28	6,473.01
29	6,473.01
30	6,473.01
31	6,473.01
32	6,473.01
33	6,473.01
34	6,473.01
35	6,473.01
36	6,473.01
37	6,473.01
38	6,473.01
39	6,473.01
40	6,473.01
41	6,473.01
42	6,473.01
43	6,473.01
44	6,473.01
45	6,473.01
46	6,473.01
47	6,473.01
48	6,473.01
49	6,473.01
50	6,473.01
51	6,473.01
52	6,473.01
53	6,473.01
54	6,473.01
55	6,473.01
56	6,473.01
57	6,473.01
58	6,473.01
59	6,473.01
60	6,473.01
61	6,473.01
62	6,473.01
63	6,473.01
64	6,473.01
65	6,473.01
66	6,473.01
67	6,473.01

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 06°06'55" W	16.38'
L2	S 06°49'24" W	57.41'
L3	S 06°55'57" E	67.80'
L4	S 63°04'03" W	56.00'
L5	S 06°55'57" E	50.00'
L6	N 63°04'03" W	32.91'
L7	S 06°55'57" E	76.07'
L8	S 20°14'48" E	55.73'
L9	S 25°02'27" E	49.67'
L10	S 29°24'44" E	47.89'
L11	S 25°59'31" E	41.99'
L12	S 19°30'21" E	24.86'
L13	S 78°40'56" W	32.68'
L14	S 83°10'5" W	21.44'
L15	N 59°43'52" W	30.34'
L16	S 19°59'02" W	28.57'
L17	N 1°23'44" W	24.97'
L18	S 85°00'46" W	26.82'
L19	N 30°16'58" E	34.39'

OPEN SPACE AREA TABLE		
EN SPACE	AREA	ACRES
EN SPACE A	14.042	0.24
EN SPACE B	132.609	2.04
EN SPACE C	7.157	0.16
EN SPACE D	32.537	0.75
EN SPACE E	53.965	1.24

RIGHT-OF-WAY AREA TABLE		
AREA	SO. FEET	ACRES
RIGHT-OF-WAY	84.541	1.94

Heather Dabern, Registrar
Rutherford County Tennessee
Rec'd: 1241623
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 32.00
Instrument #: 2532272
Recorded: 2/14/2024 at 12:09 PM
Plat Cabinet 49 Pgs 286-297

OWNER/DEVELOPER:
BLAIR ROAD, LLC
CORPORATE OFFICE:
572 SAVANNAH HWY.
CHARLESTON, SC 29407
LOCAL OFFICE:
101 FORREST CROSSING, SUITE 107,
FRANKLIN, TN 37064

LAND DATA:
ZONING: PDR
52 LOTS ON 15.69± ACRES

BUILDING SETBACKS:
FRONT: 15'
SIDE: 5'
REAR: 15'

DEED REFERENCE:

TAX MAP 29, PARCEL 20.04
RECORD BOOK 1655, PAGE 119

REVISED COMMON AREA:
TAX MAP 29N, GROUP "A", PARCEL 1.01
TAX MAP 29N, GROUP "A", PARCEL 15.01

PLAT BOOK 49, PAGE 286-287
TIME OF RECORDING: 12:09 P.M.
DATE OF RECORDING: February 14, 2024

FINAL PLAT

SECTION 2, PHASE 2 AND RESUBDIVISION OF
COMMON AREAS A & B OF SECTION 2, PHASE 1
PORTICO PLACE SUBDIVISION

CITY OF LAVERGNE, TENNESSEE
3rd CIVIL DISTRICT, RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
850 MIDDLE TENNESSEE BLVD. • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 17024 DATE: 4-26-23 FILE: 17024 - PPS2C2PH REV: 12-18-23 DRAWN BY: ATG SCALE: 1" = 20' SHEET: 347 OF 381



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 13. **Resolution #2025-10** - A Resolution to Amend the Employee Handbook.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2025-10

Summary:

The Board approved the 2025 handbook changes on February 5, 2025. The following small adjustments will be added to each section listed if adopted.

Background Information:

Section 7.9 E - Direct Deposit Rejection Fees

Employees are responsible for ensuring accurate bank account information is provided for direct deposit. If a direct deposit is rejected due to incorrect or incomplete information submitted by the employee, the City will pass through any associated charges incurred by Dayforce to the employee. This fee, currently \$35.00 per occurrence, will be deducted from the employee's next paycheck. If the direct deposit rejection results from an administrative error made by the City, no fee will be charged to the employee. As Dayforce increases the fee related to this charge, the City will continue to charge the same amount without further resolution.

Section 7.13 B #6 - Battalion Chiefs within the Fire Department who are classified as salaried exempt employees will accrue compensatory time based on the Fire Department's established 56-hour weekly schedule, rather than the standard 40-hour calculation applicable to other exempt employees. Battalion Chiefs may accumulate up to a maximum of 96 hours of compensatory time. Compensatory time must be used within 12 months of accrual, and any unused comp time will be forfeited after this period. Compensatory time is not wages, cannot be cashed out during employment, and will not be paid upon separation

from City employment. All other provisions outlined above for exempt employees regarding the usage and conditions for compensatory time remain applicable.

Section 7.14 - Public Safety Mutual Aid Deployment

Public Safety employees deployed for non-military mutual aid or support operations will be compensated based on actual hours worked, including authorized travel time. Employees must accurately record their working hours in Dayforce, starting with their departure from the deployment location and concluding upon their return from deployment. While on assignment, employees should clock in when actively engaged in authorized travel or assigned duties and must clock out upon dismissal from their duties each day. Employees are not compensated for downtime or off-duty hours during the deployment period, unless they are specifically required to remain on active duty or standby by the City.

Section 8.24 - Arrest or Criminal Charges

If an employee is arrested and/or charged with a criminal act, the City's policy is to place the employee on administrative leave with pay, pending the results of an internal investigation. Decisions regarding disciplinary action, up to and including termination of employment, will be made independently of any court proceedings or the final outcome of the legal case. The City reserves the right to act based solely on its internal findings and the impact on workplace integrity and operations.

Financial Summary:

No financial impact.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-10

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne has determined that the Employee Handbook needed to be updated in order to establish a safe, efficient and cooperative working environment; to establish the responsibilities and level of performance expected of all city employees; and to explain benefits provided to city employees; and

WHEREAS, the La Vergne Municipal Code requires that the Board of Mayor and Aldermen approve any amendments to the Employee Handbook by resolution; and

WHEREAS, changes to the Employee Handbook are deemed to be in the best interest of the city.

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

Section 1. Chapter 7, Section 7.9 of the Employee Handbook is hereby amended by adding a new Paragraph E, entitled "Direct Deposit Rejection Fees", that reads as follows:

E. Direct Deposit Rejection Fees

Employees are responsible for ensuring accurate bank account information is provided for direct deposit. If a direct deposit is rejected due to incorrect or incomplete information submitted by the employee, the City will pass through any associated charges incurred by Dayforce to the employee. This fee, currently \$35.00 per occurrence, will be deducted from the employee's next paycheck. If the direct deposit rejection results from an administrative error made by the City, no fee will be charged to the employee. As Dayforce increases the fee related to this charge, the City will continue to charge the same amount without further resolution.

Section 2. Chapter 7, Section 7.13(B) of the Employee Handbook is hereby amended by adding a new Paragraph 6, that reads as follows:

6. Battalion Chiefs within the Fire Department who are classified as salaried exempt employees will accrue compensatory time based on the Fire Department's established 56-hour weekly schedule, rather than the standard 40-hour calculation applicable to other exempt employees. Battalion Chiefs may accumulate up to a maximum of 96 hours of compensatory time. Compensatory time must be used within 12 months of accrual, and any unused comp time will be forfeited after this period. Compensatory time is not wages, cannot be cashed out during employment, and will not be paid upon separation from City

employment. All other provisions outlined above for exempt employees regarding the usage and conditions for compensatory time remain applicable.

Section 3. Chapter 7 of the Employee Handbook is hereby amended by adding a new Section 7.14, entitled “Public Safety Mutual Aid Deployment”, that reads as follows:

7.14 PUBLIC SAFETY MUTUAL AID DEPLOYMENT

Public Safety employees deployed for non-military mutual aid or support operations will be compensated based on actual hours worked, including authorized travel time. Employees must accurately record their working hours in Dayforce, starting with their departure from the deployment location and concluding upon their return from deployment. While on assignment, employees should clock in when actively engaged in authorized travel or assigned duties and must clock out upon dismissal from their duties each day. Employees are not compensated for downtime or off-duty hours during the deployment period, unless they are specifically required to remain on active duty or standby by the City.

Section 4. Chapter 8 of the Employee Handbook is hereby amended by adding a new Section 8.24, entitled “Arrest or Criminal Charges”, that reads as follows:

8.24 ARREST OR CRIMINAL CHARGES

If an employee is arrested and/or charged with a criminal act, the City's policy is to place the employee on administrative leave with pay, pending the results of an internal investigation. Decisions regarding disciplinary action, up to and including termination of employment, will be made independently of any court proceedings or the final outcome of the legal case. The City reserves the right to act based solely on its internal findings and the impact on workplace integrity and operations.

Section 5. All prior versions of the City’s Personnel Rules and Regulations and any amendments thereto are hereby superseded and rescinded.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately, the public welfare requiring it.

Adopted and approved this 6th day of May, 2025.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 14. **Resolution #2025-11** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Resolution #2025-11

Summary:

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

Background Information:

In this resolution, we have furniture from the public works departments that is no longer needed. The first set listed is in good shape and we are recommending that it be sold on GovDeals. The second set is furniture that is in bad shape and has both major and minor damage. We feel that this furniture should be disposed of as solid waste. We don't feel that it will sell on GovDeals.

Financial Summary:

It is unknown at this time as to how much revenue the city will receive when these items are sold on GovDeals.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-11

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

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

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

Section 1. Property declared surplus to the needs of the city government.

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Public Works		
Used Office Furniture	Used office furniture including large desk, five shelf bookshelf, and bookshelf with Storage; minor scratches and dings.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Property declared surplus to the needs of the city government.

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Public Works		
Used Office Furniture	Used office furniture. Major and minor damage or inoperable.	N/A

Section 4. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City Administrator is hereby authorized to allow the items enumerated in Section 3 of this Resolution to be disposed of as solid waste.

Section 5. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 6th day of May, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: USED OFFICE FURNITURE. 5 SHELF BOOKSHELF. BOOKSHELF WITH STORAGE. LARGE DESK WITH STORAGE		
Color:	BROWN	Size (L x W x H): NA
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☒ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: USED. MINOR SCRATCHES AND DINGS				

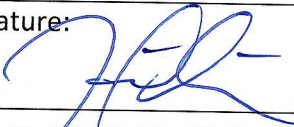
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	1500 E. NIR SHREIBMAN BLVD
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: ENGINEERING DEPARTMENT
Signature: 	Date: 4-17-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: USED OFFICE FURNITURE.		
Color: NA	Size (L x W x H): NA	
Material: ☒ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☒ Plastic ☒ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☒ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: USED. RECOMMENDED FOR SCRAP				

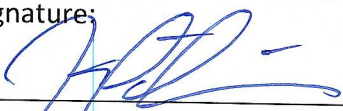
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	MOVED TO NEW BUILDING. OLD AND BUSTED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	1500 E. NIR SHREIBMAN BLVD
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: PUBLIC WORKS
Signature: 	Date: 4-14-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

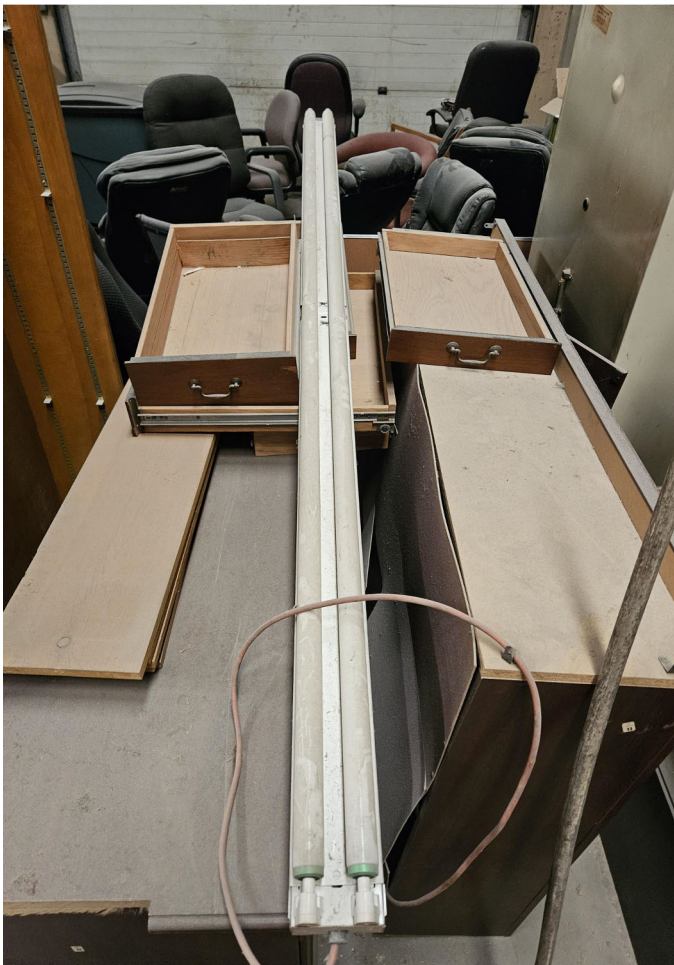
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____

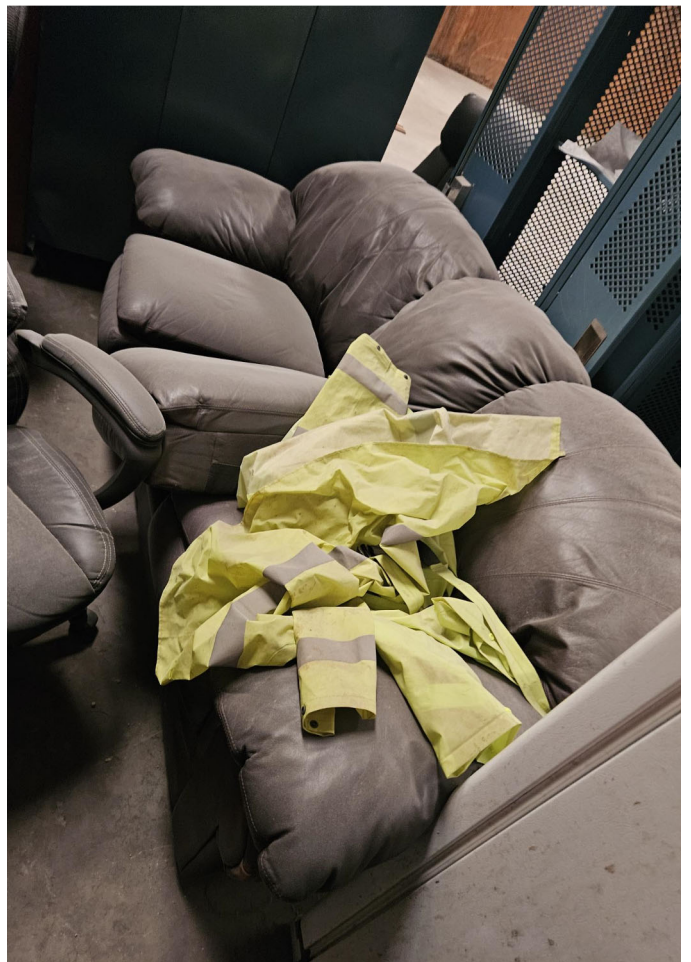
















ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 15. **Resolution #2025-12** - A Resolution to Write Off Uncollectible Property Tax Accounts.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Resolution #2025-12

Summary:

This is a resolution to write off uncollectible property tax accounts from 2013 that have been dismissed by the Rutherford County Chancery Court.

Background Information:

Property taxes are only collectible for 10 years after they have been sent to Chancery Court for collection. If the taxes are not paid within that amount of time, the judge will dismiss them. At that point, the city needs to write them off as uncollectible and we can no longer try to collect on them in the future. This is something we do each year.

Financial Summary:

The total amount of property taxes that will be written off is \$11,065.00.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-12

A RESOLUTION TO WRITE OFF UNCOLLECTIBLE PROPERTY TAX ACCOUNTS.

WHEREAS, The City of La Vergne Tax Department has property tax accounts that are past due and are now uncollectible; and

WHEREAS, the property tax accounts in Exhibit "A" were submitted to the Rutherford County Chancery Court, and the Court has been unable to collect these accounts; and

WHEREAS, the property tax accounts in Exhibit "A" were dismissed by the Rutherford County Chancery Court on April 23, 2025, making them uncollectible; and

WHEREAS, the City of La Vergne is unable to collect the amount due and needs to write off these bad debts that total \$11,065.00.

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

SECTION 1: That the property tax accounts shown in Exhibit "A" be written off as bad debts.

SECTION 2: That this resolution shall take effect from and after its passage, the welfare of The City of La Vergne requiring it.

Resolved this the 6th day of May, 2025.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

EXHIBIT A

IN THE CHANCERY COURT FOR RUTHERFORD COUNTY, TENNESSEE

**CITY OF LAVERGNE, A Municipal
Corporation in Rutherford County,
Tennessee**

vs.

CASE NO. 25CV-795

**VARIOUS DELINQUENT TAXPAYERS
OF LAVERGNE, TENNESSEE**

ORDER OF DISMISSAL

It appearing to the Court that all assessments for taxes, interest and penalties, and court costs due and owing in relation to the various parcels of real property found in LaVergne, Tennessee and described in attached Exhibit "A", should be dismissed pursuant to T.C.A. § 67-5-1806; and that further prosecution of any cause of action as to these parcels of real property listed in the attached exhibit which have been assessed for delinquent taxes, including interest and penalties, is hereby unwarranted;

It is, therefore, **ACCORDINGLY ORDERED** that the above-styled cause be and the same is hereby **DISMISSED**, pursuant to T.C.A. § 67-5-1806, as to all the various parcels of property listed herein and as against all the defendants named in the attached Exhibit "A".

User: JONATHANH

Docket Number Master Report

Docket Number: 75CH1-2015-DT-3
Case Style: City of Lavergne Delinquent Taxes vs. 2013 Delinquent Tax Payers
Taxing Agency: City of Lavergne Delinquent Taxes
Tax Year: 2013

Parcel	Trustee Receipt		Owner's Address	Date Paid	Base Tax Amount
	Number	Owner			
P13193800000	8	4 World's Cleaners Attn: Sokhoeum Thy	160 Dreville Drive Lavergne, TN 37086		\$22.00
P12699595000	23	Alaction Tx Transport & Li Attn Abraham A Maji	Po Box 768 Lavergne, TN 37086		\$3.00
P13092343000	46	Abi Construction Llc	151 Sunset Street Lavergne, TN 37086		\$87.00
P13160800000	54	Acai Food Concessions Llc Attn: Stanler Maye	1312 SANTRY DR SMRYNA, TN 37167		\$115.00
P13077200000	58	Ace Limo Transportation	5170 Hickory Hollow Pkwy STE 229 Antioch, TN 37013		\$34.00
P13199733000	121	Affordable Painting Plus Attn: John Trail	1113 Benton Mason Dr Lavergne, TN 37086		\$52.00
P12936400000	136	Aguitas Auto Repair	1502a Harrell St Lavergne, TN 37086		\$52.00
P13092432000	235	All About Marketing	6033 Cullen Drive Lavergne, TN 37086		\$34.00
P12798203008	396	Angels R Us Development Ch Center Ii	C/O Talisha Kennedy Lavergne, TN 37086		\$76.00
P12846200000	434	Argueta Stadium Advertisin C/O Rene Argueta	1125 Benton Mason Dr Lavergne, TN 37086		\$3.00
P12949400000	514	Auto Body Express	510 Holland Ridge Dr Lavergne, TN 37086		\$70.00
P13067700000	567	B L A K A Entertainment Attention C Rajan Mccrary	111 Berele Shepsele Ln Lavergne, TN 37086		\$7.00
P12899047000	636	Band Zero Attn Yadira Gonzalez	3114 George Buchanan Dr Lavergne, TN 37086		\$30.00
P13139000000	859	Benevolent Images Attn: Naketa Haskins	726 BRUSHY RIDGE DR Lavergne, TN 37086		\$18.00
P13169800000	913	Best Look Barber & Beauty Attn: Tesha Matthews	476 C BELL RD Nashville, TN 37217		\$14.00
P13092438000	927	Big Mac Snacks	2063 Abingdon Drive Lavergne, TN 37086		\$34.00
P12799207000	967	BK DRY CLEANING C/O LEE GROUP	3921 APACHE TRAIL ANTIOCH, TN 37013		\$16.00
P12912700000	1004	Blessed Towing & Recovery Attention Lorenzo Edwards	P O Box 178174 Nashville, TN 37217		\$19.00
P12399615000	1014	BOAT DOCTORS	5047 MURFREESBORO RD LAVERGNE, TN 37086		\$209.00

User: JONATHANH

Docket Number Master Report

P12999140000	1173	Brandon Drywall	1028 Ewing Way Lavergne, TN 37086	\$155.00
R0006999	1231	BRITT ISABEL % CLARA MAI NELSON	146 FERGUS DR LA VERGNE, TN 37086	\$64.00
P12950000000	1391	Built Right	120 Kestrel Circle Lavergne, TN 37086	\$39.00
P12824000000	1449	Burro Loco Mexican Restaur	806 Powder Hord Dr Smyrna, TN 37167	\$234.00
P12323900000	1578	C & C PRODUCE MARKET	5231 MURFREESBORO RD LAVERGNE, TN 37086	\$57.00
P12711700000	1582	C & T HOME MAINTENANCE ATTN PAUL K CONE	410 JEFFERSON PIKE LAVERGNE, TN 37086	\$32.00
P12989400000	1690	Cardboard & More C/O Roy C Mathis	610 SYCAMORE LN Lavergne, TN 37086	\$46.00
P13056700000	1819	Castillo Auto Service	406 Dick Buchanan St Lavergne, TN 37086	\$11.00
P13092032000	1853	Ccc Inc Attention Lee Hollis	421 INDIAN PARK DR Murfreesboro, TN 37128	\$6.00
P13126400000	1863	Cedric Wade All Occasion P Attn: Cedric Wade	404 Bobby Drive Lavergne, TN 37086	\$12.00
P12610600000	1891	CHAMPION TOWING	312 SANDHILL RD Lavergne, TN 37086	\$111.00
P12732600000	1926	CHARLES LAMBERT ROOFING ATTN CHARLES LAMBERT	165 MISS ELLIE DR LAVERGNE, TN 37086	\$30.00
P12219600000	1930	Charmgifts Attention Melissa Thomas	210 Sanders Dr Lavergne, TN 37086	\$3.00
P13199796039	1932	Chase Wholesale Llc Attn: Azar Ardestani	P O BOX 17251 Huntsville, AL 35810	\$10.00
P13092442000	1934	Chava Auto Repair Corp	608 Jenna Drive Lavergne, TN 37086	\$51.00
P12958700000	1996	Christhian Medina	1330 E Nir Shreibman Blvd Lavergne, TN 37086	\$46.00
P13026200000	2030	Cj's Construction	825 Carmen Way Lavergne, TN 37086	\$8.00
P13092358000	2093	Clem's Braid A Hair For Yo	1639 Joann Drive Lavergne, TN 37086	\$3.00
P13043900000	2105	Climaco Auto Repair Corp Attention Mayra Lopez	1453 Percy St Lavergne, TN 37086	\$13.00
P12799408000	2206	Computer Works Attn Tony Harvey	7655 HOPPES DR E FOLEY, AL 36535	\$3.00
P12958500000	2346	Cover All Products	518 Woodland Hills Dr Lavergne, TN 37086	\$17.00
P11922500000	2493	CRYSTAL CLEANERS 4 THE LEE GROUP	3921 APACHE TRAIL ANTIOCH, TN 37013	\$6.00
P13057300000	2495	Ct Lawn Care	107 Forest Lane Lavergne, TN 37086	\$52.00

User: JONATHANH

Docket Number Master Report

P13044200000	2559	Cwt Painting And More	163 Sweetgum Dr	\$11.00
P13080800000	2605	Attention Charles Thompson Danny Grishman	Lavergne, TN 37086 124 Cedar Ridge Drive Lavergne, TN 37086	\$5.00
P12802500000	2606	Danny's Super Sales	153 Bill Stewarts Blvd Lavergne, TN 37086	\$25.00
P12914000000	2642	David's Auto Repair	254 Jefferson Pike Lavergne, TN 37086	\$70.00
P13171100000	2739	Delgado Complete Repair Attn: Carolyn Delgado	519 Old Nashville Hwy Lavergne, TN 37086	\$21.00
R0009398	2769	DENNIS BUTLER BUILDERS LLC	9387 ROCKY FORK RD SMYRNA, TN 37167	\$83.00
R0009411	2783	DENNIS BUTLER BUILDERS LLC	9383 ROCKY FORK RD SMYRNA, TN 37167	\$157.00
P13199756000	2818	Designedbykaye Attn: Melissa Volkman	171 Lyndhurst Dr Lavergne, TN 37086	\$5.00
P13081000000	2871	Digital Slice Media	591 Blake Moore Drive Lavergne, TN 37086	\$18.00
P12968400000	2894	Dirty Spots Cleaning	144 Brookridge Dr Lavergne, TN 37086	\$3.00
P13199666000	2917	Dm Landscaping Attn: Emmanuel Salazar Ram	1143 Phelissa Dr Lavergne, TN 37086	\$42.00
P13140300000	2945	Domestic Life Attn: Lisa White	205 Deerlake Dr Lavergne, TN 37086	\$3.00
P13092047000	2979	Double S Cleaning Attention Raquel Sierra Po	P O Box 144 Lavergne, TN 37086	\$3.00
P13140700000	3111	Earth First C & D Recyclin Attn: Dennis M Wheeler	2417 Eugenia Ave Nashville, TN 37211	\$2,936.00
P13081500000	3165	El Gordito Butcher Corp	5270 Murfreesboro Road Lavergne, TN 37086	\$14.00
P13199668000	3174	Electric Techo Car Attn: Marlon Largaespada	271 WALLACE RD Nashville, TN 37211	\$43.00
P12837000000	3178	Elite Transportation C/O Francis Okonkwo	401 Sanders Dr Lavergne, TN 37086	\$242.00
P13116000000	3276	Etenia Yepa Janitorial Ser Attn: Debria Manning	103 Miss Ellie Dr Lavergne, TN 37086	\$6.00
P11223600000	3297	Expert Tree Care Attn Michael Wilson	156 Parrish St Lavergne, TN 37086	\$97.00
P12899079000	3304	Ezs Inc Attn Michael Park	231 Wilson Pike Circle STE 204 Brentwood, TN 37027	\$3.00
R0005008	3369	Federal Home Loan Mortgage Corp	Drawer Lr Washington, DC 20016	\$270.00
P13104100000	3405	Felix Lopez Drywall	1250 Cliff Barnes Dr Lavergne, TN 37086	\$39.00
P13141600000	3567	Food4life	628 Holland Ridge Lavergne, TN 37086	\$6.00

User: JONATHANH

Docket Number Master Report

P12899185000	3694	G & J Cleaners Company Attn Aura Perez	1330 E Nir Shreibman Blvd Lavergne, TN 37086	\$3.00
P12177200000	3773	Garden Gate School House Johnathan's Place	203 Dick Buchanan St Lavergne, TN 37086	\$11.00
P12969600000	3865	Get Right Cleaning	531 Woodland Hills Dr Lavergne, TN 37086	\$155.00
P13196700000	3890	Gigi Roofing Attn: Luis H Ruiz	313 S Shore Dr Antioch, TN 37013	\$38.00
P13199796051	3951	Glaspie Contracting Co Attn: Anthony Glaspie	114 Woodcraft Murfreesboro, TN 37127	\$37.00
R0091934	4185	GREENVALE CONSTRUCTION LLC	1418 KENSINGTON SQ CT BLDG A MURFREESBORO, TN 37130	\$109.00
P12895800000	4333	Hair Addictz Attn Laretha Duke/Shanika	2992 Owendale Antioch, TN 37013	\$32.00
P12799608000	4416	HANDYMAN BY AL ATTN ALFONSO D MARTINEZ	201 HERITAGE CIRCLE EAST LAVERGNE, TN 37086	\$151.00
P13093031000	4651	Hedge Path Welding	497 Dick Buchanan Street Lavergne, TN 37086	\$47.00
P13199677000	4668	Helpful Hands Cleaning Ser Attn: Carolyn D Beane	126 A Campbell Place Lavergne, TN 37086	\$3.00
P13092064000	4669	Helping Hands Suport Cente Attention Reshena Barnes	P O Box 657 Antioch, TN 37011	\$3.00
R0005676	4712	HERITAGE VALLEY EAST HOA INC	201 HERITAGE CIRCLE LAVERGNE, TN 37086	\$18.00
R0005675	4713	HERITAGE VALLEY EAST HOA INC	201 HERITAGE CIRCLE LAVERGNE, TN 37086	\$16.00
P12999048000	4892	Holiday Market Place	157 Constitution Ave Lavergne, TN 37086	\$36.00
R0000635	4893	HOLIGAN FAMILY PARTNERSHIP	6009 BELTLINE RD STE 204 DALLAS, TX 75240	\$81.00
P12904300000	4948	Home Care & Repair Of Nole	4005 Finegan Ct Nolensville, TN 37135	\$15.00
P12699741000	5155	I T SOLUTIONS	123 DREVILLE DR LAVERGNE, TN 37086	\$79.00
P13185400000	5175	Immortal Body In Ink Attn: Dennis L Waldrop	195 Elm St Lavergne, TN 37086	\$16.00
P12899763000	5178	Indoor Direct Inc C/O True Tax Management Co	12141 Admirals Pointe Circ Indianapolis, IN 46236	\$7.00
P11884000000	5208	INSTINCT IMAGES	131 ALSUP LN LAVERGNE, TN 37086	\$3.00
P11715700000	5211	INTERIOR HOME CONCEPTS	310 CENTER ST LAVERGNE, TN 37086	\$36.00
P12971000000	5246	J & G Janitorial Services	1306 St Hubbins Dr Lavergne, TN 37086	\$23.00
P13199796060	5253	J And S Construction	2638 Weatherford St Lavergne, TN 37086	\$37.00
P13047000000	5254	J E Horner & Associates Attention Jerrel E Horner	3229 Potts Xing Lavergne, TN 37086	\$45.00

User: JONATHANH

Docket Number Master Report

P13185600000	5324	Jason Craig Irrigation Attn: Jason Craig	1005 NIAGRA WAY MURFRESBORO, TN 37129	\$28.00
P12999054000	5326	Jc's Industrial Supply	309 Shadylake Dr Lavergne, TN 37086	\$23.00
P13092072000	5327	Jdb Designs Attention Jimmy Hillis	5018 Hectare Ln Lavergne, TN 37086	\$32.00
P12534600000	5330	Jeff's Automotive Attn Jeff Mcafee	114 Jordan Dr Lavergne, TN 37086	\$45.00
R0009051	5333	JEFFERSON PLACE HOA INC	700 WELSH DR LAVERGNE, TN 37086	\$13.00
R0009092	5334	JEFFERSON PLACE HOA INC	700 WELSH DR LAVERGNE, TN 37086	\$12.00
R0009057	5335	JEFFERSON PLACE HOA INC	700 WELSH DR LAVERGNE, TN 37086	\$6.00
P12654900000	5578	JT RENOVATIONS	198 IRVIN RD LAVERGNE, TN 37086	\$47.00
P12796703000	5579	JTK CLEANING SERVICES ATTN CLYDE CAIN	1368 TONYA DR LAVERGNE, TN 37086	\$38.00
P12971300000	5597	K.C. Concrete	1571 Ridgemont Dr Lavergne, TN 37086	\$82.00
P12954200000	5606	Kandyland Kustoms C/O Derek Ivey	130 Woody Thomas Drive Lavergne, TN 37086	\$52.00
P13015700000	5910	Kroun Media Attention Oketa Ojok	1341 Nicole Ln Lavergne, TN 37086	\$6.00
P12666100000	5945	La Dulzura Bakery Attn Silvino Dominguez	5270 Murfreesboro Rd Lavergne, TN 37086	\$64.00
P12999482000	5947	La Miguelena	5231 Murfreesboro Rd Lavergne, TN 37086	\$239.00
P12475900000	6075	Last Cowboy Transportation Mgmt Svc Inc	805 Carmen Way Lavergne, TN 37086	\$3.00
P13155300000	6095	Lavergne Auto Sales Attn: Carolyn Degado	183 Old Nashville Hwy Lavergne, TN 37086	\$5.00
P12999500000	6098	Lavergne Boxing Gym C/O William Keith Mcknight	203 Brittany Ct Lavergne, TN 37086	\$36.00
P12599301000	6150	Lazy Pig Attn James A Russell	5234 Murfreesboro Rd Lavergne, TN 37086	\$11.00
P13048300000	6159	Leather Goods And More Attention David M Hipp	5479 Murfreesboro Rd STE 11 Lavergne, TN 37086	\$3.00
P13155400000	6394	Loza Auto Tech Attn: Ahmed G Khatib	120 Mercury Drive Lavergne, TN 37086	\$43.00
P13144400000	6444	M & M Concrete Home Repair Attn: Michael Elliott	131 Jfk Drive Lavergne, TN 37086	\$38.00
R0006436	6470	MADISON SQUARE LLC C/O DAVID KIOUS	503 N MAPLE ST MURFREESBORO, TN 37130	\$15.00
R0009187	6471	MADISON SQUARE LLC	1410 KENSINGTON SQ CT MURFREESBORO, TN 37130	\$5.00

User: JONATHANH

Docket Number Master Report

P12999066000	6480	Magic Restoration	517 Mable Mason Cove Lavergne, TN 37086	\$155.00
P12916600000	6551	Marathon Maid Service	925 Lavergne Lane Lavergne, TN 37086	\$139.00
P13033900000	6559	Maria Mariah Mexican Grill	490 FORTRESS BLVD APT 68 Murfreeseboro, TN 37128	\$52.00
P12931100000	6570	Marlon Hip	470 Dick Buchanan St Lavergne, TN 37086	\$9.00
P12999534000	7113	Middle Tennessee Carpet Cl	1650 Cason Ln Apt 1012 Murfreeseboro, TN 37128	\$54.00
P12609300000	7190	Minamar Cleaning Services	C/O BRENDA REYES 152 DREVILL DR Lavergne, TN 37086	\$3.00
P12706600000	7436	MR & MRS CLEAN ATTN NORRIS & TAMARA JONE	264 CHANEY BLVD LAVERGNE, TN 37086	\$3.00
P12627700000	7513	MUSIC VIZION ATTN CHANZ FARMER	318 VALLEY FORGE CT LAVERGNE, TN 37086	\$76.00
P12477200000	7514	Musicom Software Attn James Durant	411 Lake Forest Dr Lavergne, TN 37086	\$14.00
P12932500000	7625	New Dimension/Uniquet Shr	1532 Waxman Dr Lavergne, TN 37086	\$3.00
P12795900000	8100	Pc Protechs Attn Derek Wilson	396 David's Way Lavergne, TN 37086	\$3.00
R0088363	8266	Phillips John O Iii Etal Stanley P Vaught	1535 W Norfithfield Blvd St Murfreeseboro, TN 37129	\$130.00
P12706800000	8294	PHOENIX CONSTRUCTION ATTN PHILL HARRIS	2479 MURFREESBORO RD 345 Nashville, TN 37217	\$151.00
P12798405002	8488	POTTS & SON RESIDENTIAL SV ATTN LARRY W POTTS SR	165 MISS ELLIE DR LAVERGNE, TN 37086	\$53.00
P13108700000	8567	Pro Clean Attn: Karen Dawson	185 Bill Stewart Blvd Lavergne, TN 37086	\$18.00
P12888200000	8575	Professional Auto Detailer Attn Richard Grubbs	1502a Harrell Street Lavergne, TN 37086	\$13.00
P12798106005	8586	Property Preservation Svc Attn Randall Williams	516 Woodland Hills Dr Lavergne, TN 37086	\$83.00
P13073700000	8708	Raindrops Of Tn Attention Jaime Gonzalez	2407 Todd Cove Lavergne, TN 37086	\$5.00
P13157600000	8889	Reynold's Construction Attn: Donnie Reynolds	104 Plantation Dr Lavergne, TN 37086	\$39.00
P13121500000	8943	Rick Smith	291 Blair Rd LOT 40 Lavergne, TN 37086	\$26.00
P13199618000	9060	Road Pro Attn: Martin Kingman	424 Carter House Dr Lavergne, TN 37086	\$43.00
P13038100000	9076	Robert J Taylor Jr	110 Hampton Drive Lavergne, TN 37086	\$45.00

User: JONATHANH

Docket Number Master Report

P13146500000	9141	Rock Bottom Janitorial Attn: Tomeka Whitley	701 Welsh Dr Lavergne, TN 37086	\$44.00
P13074000000	9233	Romeros Auto Repair Attention Saul Romero	6729 SCENIC DR Murfreesboro, TN 37129	\$51.00
P12445600000	9400	Sala De Belleza Jenny's	5231 Murfreesboro Rd Lavergne, TN 37086	\$32.00
P13007400000	9421	Sams Phones Supplies Attention Abdulaziz Nagi	2821 Smith Springs Rd Nashville, TN 37217	\$6.00
P13109800000	9677	Septic Blue Llc Attn: Trevor Thompson	Po Box 199 Waleska, GA 30183	\$284.00
P11766700000	9784	Shining Star	713 Willowview Dr Lavergne, TN 37086	\$3.00
P11492400000	10450	SISCHO COACH REPAIR ATTN THOMAS SISCHO	PO BOX 546 LAVERGNE, TN 37086	\$11.00
P13039000000	10664	Solomon Management Company Attention Raeshal Solomon	5610 OLD HICKORY BLVDC APT C1 Hermitage, TN 37076	\$34.00
P13199637000	10812	Start To Finish Attn: James Butner	165 Miss Ellie Drive Lavergne, TN 37086	\$22.00
P13064400000	10854	Steven Taylor	1428 Tuffinell Drive Lavergne, TN 37086	\$6.00
P13191700000	10855	Stevens Flooring Attn: Terry Stevens	106 Highland Court Lavergne, TN 37086	\$65.00
P13089600000	10904	Streets K-9	202 Lake Forest Drive Lavergne, TN 37086	\$6.00
P13039800000	10983	Superior Roofing Of Middle	Po Box 303 Lavergne, TN 37086	\$3.00
P13092223000	11090	Taqueria Latinos	5428 Murfreesboro Road Lavergne, TN 37086	\$25.00
P13147300000	11094	Taste Buds Attn: Agnes Smith	5264 Murfreesboro Rd Lavergne, TN 37086	\$56.00
P13135000000	11169	Team Trivia Tn Llc Attn: Scott Quinlan	133 Berele Shepsele Lane Lavergne, TN 37086	\$3.00
P44450300000	11172	Tee Gee's Restaurant Attn Leslie Carter	Po Box 1672 Lavergne, TN 37086	\$6.00
P13159200000	11238	The Hired Hand Attn: Roger V Schroeder	P O BOX 1263 Spring Hill, TN 37174	\$8.00
P13147500000	11249	The Paw Pad Attn: Amanda Lampo	400 Evelyn Dr Lavergne, TN 37086	\$13.00
P12040500000	11365	TILE GUY THE C/O JEREMY RUSSELL	252 BILL STEWART BLVD LAVERGNE, TN 37086	\$9.00
P13199796017	11395	Tn Insurance Co Attn: Nicholas B Tibbs	634 Mable Dr Lavergne, TN 37086	\$11.00
P12099672000	11410	Tom's Supply	314 SAND HILL RD Lavergne, TN 37086	\$613.00
P12977500000	11545	Trinity Towing & Recovery	1534 Bartlett Hollow Rd Petersburg, TN 37144	\$74.00

Docket Number Master Report

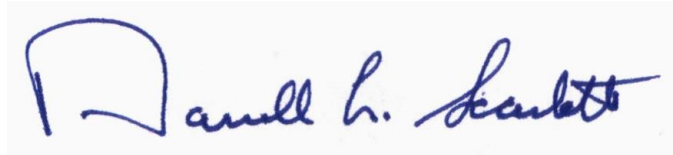
R0009631	11549	TRIUMPH CONSTRUCTION LLC	P. O. BOX 2182 Brentwood, TN 37024	\$2.00
P13199844000	11563	Tru-Roof	1002 Oster Dr Nw Huntsville, AL 35816	\$38.00
P13199796019	11631	Two Guys And A Lunch Box Attn: Kris Mcgee	6015 Eden Lane Lavergne, TN 37086	\$43.00
P13093041000	11668	United Check Cashing	3028 W Nir Shriebman Blvd Lavergne, TN 37086	\$66.00
P12248500000	11669	UNITED DART SUPPLY	703 RUGBY CT LAVERGNE, TN 37086	\$22.00
P13111100000	11706	Valdez Brothers Performanc Attn: Mauricio Valdez	618 Cedar Bend Lane Lavergne, TN 37086	\$43.00
R0009132	11796	VAUGHT STANLEY P ETUX TERRI	6675 W TRIMBLE RD MILTON, TN 37118	\$15.00
P12878800000	11867	Visionary Av Llc Attn: Christopher Mark Tru	830 Chaney Woods Drive Lavergne, TN 37086	\$7.00
P13092497000	12125	Ward Paints Attention Jason Ward	140 Parrish St Lavergne, TN 37086	\$3.00
P13066400000	12314	Whitaker Roofing & Exterio	197 Sanford Rd Lavergne, TN 37086	\$30.00
P12142200000	12533	Wine And Spirits Unlimited	500 Waldron Rd Lavergne, TN 37086	\$103.00
P13124200000	12790	Your Personal Chef Attn: Cindi Stancil	516 ALMAVILLE RD Smyrna, TN 37167	\$15.00
P12481600000	12795	Yp Siding & Gutter Inc	C/O Young W Pak Cpa Nashville, TN 37211	\$51.00
P12855600000	12796	Yummies Water Ice C/O Erika White	1507 Banbury Ct Lavergne, TN 37086	\$18.00
P12699558000	12797	YUR MAGAZINE	9018 NATHAN DR LAVERGNE, TN 37086	\$3.00
P88877300001	13004	GLASS CONTRACTORS OF TN	702 WALDRON RD Lavergne, TN 37086	\$251.00

Docket Number Tota	\$11,065.00
---------------------------	-------------------

Grand Total:	\$11,065.00
---------------------	-------------------

Case Title: STATE OF TENNESSEE FOR THE USE AND BENEFIT OF THE
CITY OF LAVERGNE vs 2023 DELINQUENT TAXPAYERS
Case Number: 25CV-795
Type: ORDER

It is so ordered.

A handwritten signature in blue ink, reading "Daniel L. Skelton". The signature is written in a cursive style with a large, stylized initial "D".

Electronically signed on 2025-04-23 12:53:07 page 10 of 10



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: May 6, 2025

Item #: 16.A. Beautification and Arts Advisory Committee. (Two terms expired 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

The terms for Daffany Baker and Ashley Bruley expired at the end of April. They would both like to stay on this committee. We have been advertising this committee on Channel 3 and Social Media, but have not received any applications.

Current Applicants: Daffany Baker and Ashley Bruley

Financial Summary:

N/A

Staff Recommendation:

N/A