

WORKSHOP AGENDA

Board of Mayor and Aldermen

August 5, 2025 @ 5:30 PM

For the August 7, 2025 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: June 26, 2025 Workshop, July 1, 2025 Public Hearing, July 1, 2025 Regular Meeting, and July 14, 2025 Special Meeting.
2. Presentations:
 - A. Presentations - Public Works-Community Development Services Facility Grand Opening. (Workshop only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #2025-16** - An Ordinance to Amend Title 7, Chapter 2 of the La Vergne Municipal Code Regarding the Fire Code.
6. Second Reading - **Ordinance #2025-17** - An Ordinance to Amend the City of La Vergne Fee Schedule.
7. Second Reading - **Ordinance #2025-18** - An Ordinance to amend the Fiscal Year 2024-2025 General Fund Budget.
8. Second Reading - **Ordinance #2025-19** - An Ordinance to amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.
9. Second Reading - **Ordinance #2025-20** - An Ordinance to Amend the Fiscal Year 2025-2026 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.)

10. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:
 - 1. Sourcewell Contract Purchase - Replace Football Field Lights at Veterans Memorial Park with LED Fixtures.
 - 2. Sourcewell Contract Purchase - Ford Transit T350 Sewer Line Camera Truck.
 - 3. Sourcewell Contract Purchase - IGM Gravity Software from Vertosoft, LLC for the Finance Department Budgeting Software.
 - 4. State Contract Purchase - Five Vehicles for the Police Department.
 - 5. State Contract Purchase - Radar Units for the New Police Vehicles.
 - 6. Omnia Partners Contract Purchase - In-Car Video Systems and Laptop Computers for New Police Vehicles.
 - 7. University of Tennessee Contract Purchase - Emergency Equipment and Installation for New Police Vehicles.
- B. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.
- C. Approve Amendment #5 to the Professional Services Agreement with Ragan-Smith-Associates, LLC, for Design Phase Services for the Proposed South Waldron Road Widening Project.
- D. Approve Amendment #2 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.
- E. Approve Agreement with Ragan-Smith-Associates, LLC to Reimburse the City for Services Rendered by Johnson, Mirmiran & Thompson, Inc. (JMT) for Right-of-Way Acquisition Services for the Proposed South Waldron Road Widening Project.
- F. Approve Christmas Creek Mitigation Bank Credit Purchase Agreement required for Environmental Permitting of the Blair Road West Expansion Project.
- G. Approve a Modification to the Contract for the Construction of the Brookside Neighborhood Park.
- H. Approve Final Change Order #4 with Isinguard Construction Group, Inc. for the 2019 Interceptor Improvements Project.
- I. Approve Professional Services Agreement and Scope of Work with NaviRetail, Inc. for Economic Development Services.
- J. Approve Consolidated Statement of Work and Renewal of Services Provided by CivicPlus.

K. Approve Street Paving and Striping for Fiscal Year 2025-2026.

NEW BUSINESS

11. First Reading - **Ordinance #2025-21** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 38. Property Consists of Approximately 4.36 Acres. Property Located at 782 Waldron Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: C-2 (Highway Service Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 24, 2025. A public hearing will be held on Thursday, August 7, 2025 at 5:45 p.m.)
12. First Reading - **Ordinance #2025-22** - An Ordinance to Amend Title 2 of the La Vergne Municipal Code by Deleting Title 2, Chapter 3 Regarding the Local Emergency Planning Committee.
13. First Reading - **Ordinance #2025-23** - An Ordinance to Amend Title 7, Chapter 6, Section 7-615 of the La Vergne Municipal Code Regarding Permissible Dates and Times of Discharge for Fireworks.
14. First Reading - **Ordinance #2025-24** - An Ordinance to Amend the Fiscal Year 2025-2026 Parks Capital Projects Fund Budget.
15. **Resolution #2025-15** - A Resolution to Accept the Brookside, Phase 2 Subdivision. (This received a favorable recommendation from the Planning Commission on June 24, 2025.)
16. **Resolution #2025-16** - 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.
17. **Resolution #2025-17** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.
18. **Resolution #2025-18** - Initial Resolution Authorizing the Issuance of Not to Exceed \$25,000,000 General Obligation Bonds of the City of La Vergne, Tennessee.
19. **Resolution #2025-19** - A Resolution Authorizing the Issuance of Not to Exceed \$25,000,000 in Aggregate Principal Amount of General Obligation Bonds of the City of La Vergne, Tennessee; Making Provision for the Issuance, Sale and Payment of Said Bonds; Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.
20. **Resolution #2025-20** - Initial Resolution Authorizing the Issuance of Not to Exceed \$20,000,000 Water and Sewer Revenue and Tax Bonds of the City of La Vergne, Tennessee.

21. **Resolution #2025-21** - A Resolution Authorizing the Issuance of Not to Exceed \$20,000,000 in Aggregate Principal Amount of Water and Sewer Revenue and Tax Bonds of the City Of La Vergne, Tennessee; Making Provision for the Issuance, Sale and Payment of Said Bonds; Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.
22. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (Two terms are vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JUNE 26, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The June 26, 2025 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that Alderman Haas would lead the prayer, and that Alderman Hobbs would lead the Pledge of Allegiance at the Regular Meeting on July 1, 2025.

ORDER OF BUSINESS

1. Approve Minutes: May 29, 2025 Workshop, June 3, 2025 Public Hearing, and June 3, 2025 Regular Meeting.

Mayor Cole stated that the minutes are in the packet and that they would be voted on at the meeting. No action was taken.

2. Public Comment Period.

No one spoke.

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

Mayor Cole stated that the reports would be given at the meeting. No action was taken.

OLD BUSINESS

4. Second Reading - Ordinance #2025-15 - An Ordinance to Amend the City of

La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3.04 and 3.05 and Tax Map 29, Parcels 41.01 and 41.02. Property Consists of Approximately 76.55 Acres. Property Located on or near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR (Planned Density Residential) Zoning District with a Base Zone of R-3 (High Density Residential).

Mayor Cole stated that a public hearing would be held on Tuesday, July 1, 2025 at 5:45 p.m. No action was taken.

CONSENT AGENDA

5. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. **Approve Open-End (Equity) Lease Rate Quotes with Enterprise Fleet Management for FY 2025-2026 Vehicles in the Codes, Information Technology and Parks and Recreation Departments.**
2. **Ratify State Contract Purchase - Motorola Radio Replacements.**

B. Approve Agreement for a Compensation Study for FY 2026/27 with Burris Thompson & Associates.

C. Approve Agreement for a Secondary Study for FY 2026/27 with Burris Thompson & Associates.

D. Ratify the Approval of Grant Amendment #2 for the Local Parks and Recreation Fund Grant through the Tennessee Department of Environment and Conservation for the Brookside Park Development.

E. Approve Proposal from Truist Bank for Banking Services.

F. Approve a Proposal from Griggs & Maloney to Conduct a Water System Supply Study.

G. Approve Change Order #2 for the Water System SCADA Upgrades Project.

H. Approve Lease and Operating Agreement with Senior Citizens, Inc., dba FiftyForward for the La Vergne Senior Center for Fiscal Year 2025-2026.

Mayor Cole explained each item.

Alderman Haas asked about the compensation study that was completed two years ago and if this was just a follow-up. Mr. Andrew Patton explained that there is so much movement in wages and salaries that it's needed on a regular basis.

Representatives from Truist Bank spoke about their proposal for banking services.

Ms. Jaimi Ensey spoke about the proposal for the water system supply study. She fielded various questions.

Ms. Ensey also spoke about the change order for the SCADA project.

No action was taken.

NEW BUSINESS

6. **First Reading - Ordinance #2025-16 - An Ordinance to Amend Title 7, Chapter 2 of the La Vergne Municipal Code Regarding the Fire Code.**

Mayor Cole explained the ordinance. Fire Marshal Curtis Brinkley explained the purpose and need for the proposed changes. He fielded various questions from the board.

No action was taken.

7. **First Reading - Ordinance #2025-17 - An Ordinance to Amend the City of La Vergne Fee Schedule.**

Mayor Cole explained the ordinance. No action was taken.

8. **First Reading - Ordinance #2025-18 - An Ordinance to amend the Fiscal Year 2024-2025 General Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

9. **First Reading - Ordinance #2025-19 - An Ordinance to amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

10. **First Reading - Ordinance #2025-20 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

11. **Resolution #2025-14 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

Mayor Cole explained the ordinance. No action was taken.

12. Appoint or Remove Board / Committee Members:
A Beautification and Arts Advisory Committee.

Mayor Cole spoke about the vacant position on this committee. No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Haas made comments about the fireworks ordinance.

Mayor Cole thanked Domino's Pizza for their Extra Dough program that is helping residents. He spoke about the July 4th Celebration and invited everyone to attend.

No one else spoke.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:18 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 JULY 1, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The July 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, Vice-Mayor Noe, Alderman Hobbs, Alderman Haas, and Alderman Graeme Coates.

ORDER OF BUSINESS

1. **Ordinance #2025-15 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3.04 and 3.05 and Tax Map 29, Parcels 41.01 and 41.02. Property Consists of Approximately 76.55 Acres. Property Located on or near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR (Planned Density Residential) Zoning District with a Base Zone of R-3 (High Density Residential).**

Ms. Annette Viera, 117 Rocky Trail Blvd, spoke about the rezoning request and her concerns.

Mr. Craig Purcell, 501 Smokey Ridge, spoke about the rezoning request and his concerns.

Mr. Walt Viera, 117 Rocky Trail, spoke about the rezoning request and his concerns.

Mr. Turnbull Persley, 3201 Trevor St, Equitable Property, spoke about the rezoning request and the proposal. He stated they will deliver a high-quality product.

Ms. Kara Hobbs, 115 Dobson Knob Trail, spoke about the rezoning request and the public hearing from last month.

The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 5:57 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 JULY 1, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The July 1, 2025 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

The prayer was led by Alderman Haas, and the Pledge of Allegiance was led by Alderman Hobbs.

ORDER OF BUSINESS

1. Approve Minutes: May 29, 2025 Workshop and June 3, 2025 Public Hearing, and the June 3, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the May 29, 2025 Workshop, June 3, 2025 Public Hearing, and June 3, 2025 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

Mr. Craig Percell, 501 Smokey Ridge Rd, spoke about Twinning Station and his concerns with the traffic.

3. Department Reports:

- A. Police Department.** Chief Chris Moews gave the report for the Police Department.
- B. Fire Department.** Chief Ronny Beasley gave the report for the Fire Department.
- C. Parks & Recreation Department.** Mr. David McGowan gave the report for the Parks & Recreation Department.
- D. Library.** Ms. Donna Bebout gave the report for the Library.

- E. **Finance Department.** Ms. Danielle Brown gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

- 4. **Second Reading - Ordinance #2025-15 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3.04 and 3.05 and Tax Map 29, Parcels 41.01 and 41.02. Property Consists of Approximately 76.55 Acres. Property Located on or near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR (Planned Density Residential) Zoning District with a Base Zone of R-3 (High Density Residential).**

A motion, made by Alderman Hobbs, seconded by Mayor Cole, to suspend the rules to allow Mr. Turnbull Pursley, of Equitable Property Company, to speak about the development, was adopted with all voting AYE.

Mayor Cole spoke about the new development. He explained the PDR Zoning District. He spoke about the development packet and explained the site plan. He explained that the front section would be commercial and retail, and the back section would be residential. He explained what the Planning Commission decided regarding percentages for building materials. He spoke about the additional items and regulations that were added to the requirements for the development.

Alderman Hobbs made comments about the roundabout. A discussion ensued.

Alderman Coates explained items in the PDR development book. Mayor Cole explained the gated communities in the planned development. He spoke about the land being donated to the City for a future fire station. He spoke about the potential retail that could come.

Mr. Pursley approached the podium to field questions from the Board. Alderman Hobbs spoke about the traffic study that will be available soon. Mayor Cole explained the QR Code survey for the citizens. Mayor Cole spoke about the potential revenue for the City. Mr. Pursley made comments about the project.

Mr. Walt Veira, 117 Rocky Trail, asked about the potential grocer and anchor retail. Mr. Pursley explained their plan. A discussion ensued.

Mr. Craig Purcell, 501 Smokey Ridge, thanked Mr. Pursley and the Board regarding the development.

Ms. Annette Viera, 117 Rocky Trail, spoke about the development.

Mr. Dan Eprite, 114 Seward St, spoke about the agenda packet being available online.

Ms. Carla Slash spoke about the development and asked about the projected timeline and potential revenue. A discussion ensued.

Alderman Hobbs spoke about the new development.

Mayor Cole reestablished the rules of order for the meeting.

A motion was made by Alderman Coates, seconded by Vice-Mayor Noe, to approve Ordinance #2025-15 on second reading.

Alderman Hobbs stated she did not want this development in her backyard.

The motion was approved following a roll-call vote.

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

CONSENT AGENDA

5. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

- 1. Approve Open-End (Equity) Lease Rate Quotes with Enterprise Fleet Management for FY 2025-2026 Vehicles in the Codes, Information Technology and Parks and Recreation Departments.**
- 2. Ratify State Contract Purchase - Motorola Radio Replacements.**

B. Approve Agreement for a Compensation Study for FY 2026/27 with Burris Thompson & Associates.

C. Approve Agreement for a Secondary Study for FY 2026/27 with Burris Thompson & Associates.

D. Ratify the Approval of Grant Amendment #2 for the Local Parks and Recreation Fund Grant through the Tennessee Department of Environment and Conservation for the Brookside Park Development.

E. Approve Proposal from Truist Bank for Banking Services.

F. Approve a Proposal from Griggs & Maloney to Conduct a Water System Supply Study.

G. Approve Change Order #2 for the Water System SCADA Upgrades Project.

H. Approve Lease and Operating Agreement with Senior Citizens, Inc., dba

FiftyForward for the La Vergne Senior Center for Fiscal Year 2025-2026.

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

NEW BUSINESS**6. First Reading - Ordinance #2025-16 - An Ordinance to Amend Title 7, Chapter 2 of the La Vergne Municipal Code Regarding the Fire Code.**

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2025-16 on first reading, was adopted following a roll-call vote.

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

7. First Reading - Ordinance #2025-17 - An Ordinance to Amend the City of La Vergne Fee Schedule.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2025-17 on first reading, was adopted following a roll-call vote.

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

8. First Reading - Ordinance #2025-18 - An Ordinance to amend the Fiscal Year 2024-2025 General Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-18 on first reading, was adopted following a roll-call vote.

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

9. First Reading - Ordinance #2025-19 - An Ordinance to amend the Fiscal Year

2024-2025 State Street Aid Fund Budget.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Ordinance #2025-19 on first reading, was adopted following a roll-call vote.

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

10. First Reading - Ordinance #2025-20 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

A motion was made by Alderman Coates, seconded by Alderman Hobbs, to approve Ordinance #2025-20 on first reading.

Alderman Hobbs asked about the City Recorder position. Mayor Cole requested an amendment to the motion, accepting it as submitted, and starting the position this month to initiate the process.

Vice-Mayor Noe asked about the salary. Mayor Cole explained.

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to amend the original motion, to clarify moving forward with the new City Recorder position immediately after approval, was adopted with all voting AYE.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve the amended Ordinance #2025-20 on first reading, was adopted following a roll-call vote.

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

11. Resolution #2025-14 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2025-14, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs spoke about the upcoming Independence Day celebration.

Alderman Coates asked everyone to stay safe during the upcoming Independence Day celebration.

Alderman Haas stated they will have swag at their tents at the Independence Day celebration. She reminded everyone about the animals that are affected by the fireworks.

Vice-Mayor Noe thanked the Fire Department for feeding the Seniors at the Senior Center. He thanked Public Works for their hard work. He asked everyone to keep Rick Autry in their prayers.

Mayor Cole reminded everyone about the Independence Day Celebration at the park. He thanked Public Works Director Michael Dietz for his department and their hard work. He wished his wife a happy 20th anniversary.

No one else spoke.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:29 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JULY 14, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The July 14, 2025 special meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. **Motion to Authorize the Mayor to Execute a Purchase Sales Agreement with Guernsey Holdings ZRC PROPCO to Sell the Stormwater Building Located at 5175 Murfreesboro Road.**

A motion made by Alderman Haas, seconded by Vice-Mayor Noe , to authorize the Mayor to execute a Purchase Sales Agreement with Guernsey Holdings ZRC PROPCO to sell the Stormwater Building, was adopted following a roll-call vote.

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

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:01 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 5. Second Reading - **Ordinance #2025-16** - An Ordinance to Amend Title 7, Chapter 2 of the La Vergne Municipal Code Regarding the Fire Code.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Ordinance #2025-16

Summary:

The ordinance pertains to the adoption of construction permit fees and plan review fees.

Background Information:

The construction permits allow the fire department to have more insight into unregulated construction within the city.

The plan review fees allow the fire department to charge a nominal fee for fire department plan reviews.

Financial Summary:

These new fees will generate additional revenues for the city, but will help cover the city's additional costs of providing these permits, reviews and inspections.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-16

AN ORDINANCE TO AMEND TITLE 7, CHAPTER 2 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE FIRE CODE.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee that Title 7, Chapter 2, of the La Vergne Municipal Code be amended as follows:

SECTION I. Title 7, Chapter 2, Section 7-202 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 7-202. Fire code adopted.

- (1) Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-502, et seq., and for the purpose of regulating and governing the safe-guarding of life and property from fire or explosion, hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, and providing for the issuance of permits in the City of La Vergne, the 2018 edition of the International Fire Code, including Appendices A, B, C, D, I and J, is hereby adopted by reference and included herein as part of this code. Pursuant to the requirement of Tennessee Code Annotated, § 6-54-502 one (1) copy of said International Fire Code has been filed with the city recorder and is available for public use and inspection. Said International Fire Code is adopted and incorporated as fully as if set out at length herein and shall be controlling within the corporate limits. The International Fire Code, chapter 80, Referenced Standards, shall be the latest editions published by the National Fire Protection Association.
- (2) *Modifications.*
 - (a) Section 101.1 Title. Add "City of La Vergne, TN" in place of "[name of jurisdiction]";
 - (b) Section 1010.1.9.5 Bolt locks. Exceptions #3 and 4. Add the letter "M" after "F".
- (3) *Amendments.* The following sections of the International Fire Code shall NOT be adopted and shall NOT be considered a part of the City of La Vergne fire code unless later adopted: 105.6 through 105.6.50, 105.7.3, 105.7.4, 105.7.5, 105.7.10, 105.7.11, 105.7.15, 105.7.16, 105.7.18, 105.7.20, 105.7.21, 105.7.22, and 105.7.23.

SECTION II. Title 7, Chapter 2, Section 7-218 of the La Vergne Municipal Code is hereby amended to read as follows:

Sec. 7-218. Open burning.

- (1) *General Prohibition.* Open burning is prohibited within the corporate limits of the City of La Vergne except as specifically authorized in this section.
- (2) *Permitted burning without a permit.*

- (a) *Recreational and cooking fires.* Small, non-commercial fires used for cooking, warming, or ceremonial purposes (including outdoor fireplaces and fire pits) are allowed without a permit, provided all of the following conditions are met:
 - (i) The fire does not exceed three feet (3') in diameter and two feet (2') in height.
 - (ii) The fire is located at least twenty-five feet (25') from any structure or combustible material.
 - (iii) Only clean, dry, untreated wood or charcoal is used.
 - (iv) The fire is constantly attended by a responsible adult.
 - (v) Extinguishing materials appropriate to the fire's size and fuel are on-site.
 - (vi) Burning is prohibited when wind speeds exceed ten (10) miles per hour.
 - (vii) Fires must not create a nuisance by way of smoke, ash, or odor affecting adjacent properties.
 - (viii) The fire must be fully extinguished before being left unattended.
 - (b) *Prescribed burns by land management agencies.* Fires conducted by federal, state, or local agencies for land management, ecological restoration, or wildfire mitigation are permitted without a city-issued permit when carried out by certified personnel in accordance with state or federal standards. Notice shall be provided to the Fire Department prior to ignition.
 - (c) *Fire department training fires.* Live fire training exercises conducted by or under the supervision of certified City of La Vergne firefighting personnel do not require a permit. These must follow NFPA standards and receive prior notification to the Fire Department.
 - (d) *Use of safety flares.* Smokeless or safety flares used for the combustion of gases are allowed and require no permit when used by a professionally trained person for the termination of gases.
- (3) *Burning requiring a permit.*
- (a) *Fires larger than 3' x 2'.* Fires exceeding three feet in diameter and two feet in height are permitted only with an approved permit from the Fire Department.
 - (i) Maximum size: Five feet (5') in diameter and four feet (4') in height.
 - (ii) Must be located at least fifty feet (50') from any structure or combustible material.
 - (iii) Must follow all conditions outlined in the permit.
 - (b) *Destruction of Controlled Substances by Law Enforcement.* Fires used to destroy court-ordered contraband or controlled substances by law enforcement require coordination with and a permit from the Fire Department.
- (4) *Prohibited burning.*
- (a) *No Burning above five feet in diameter and two feet in height.* No open burning within city limits shall exceed the size limit described in Section 3(a), except as permitted

under Section 2(b) or 2(c) for government land management or firefighter training purposes.

- (b) *Demolition by fire.* Demolition of structures by open burning is prohibited unless ordered by a state or local authority and conducted by a certified agency in accordance with Section 2(b) or 2(c). Such events must be evaluated for safety and environmental impact prior to approval.
- (5) *Authority of the fire chief.* The fire chief or their designee shall have full authority to:
 - (a) Approve or deny open burning not explicitly covered by this ordinance.
 - (b) Revoke or suspend permissions when hazardous weather, air quality alerts, or other safety conditions exist.
 - (c) Enforce any additional safety conditions as needed.
 - (d) Temporarily ban all open burning during red flag warnings, droughts, or emergency declarations.
- (6) *Enforcement and penalties.* Violations of this section are subject to enforcement under municipal code provisions. The Fire Department may immediately extinguish any fire deemed unsafe or noncompliant. Violations may result in civil penalties, revocation of future burning privileges, or legal citation.
- (7) *Compliance with fire code.* All open burning shall comply with the City of La Vergne Fire Code and relevant NFPA standards, regardless of permit status.

SECTION III. Title 7, Chapter 2 of the La Vergne Municipal Code is hereby amended by adding a new section 7-223 that reads as follows:

Sec. 7-223. Permit fees.

- (1) The schedule of fire department permit fees shall be as set forth in the City of La Vergne Fee Schedule. Such fire permit fees are in addition to the building permit fee.
- (2) When a plan is required to be submitted by the fire department, a plan review fee shall be paid to the fire department at the same time of submitting plans and specifications for review. Said plan review fee shall be as set forth in the City of La Vergne Fee Schedule. Such plan review fee is in addition to the building permit fee.

SECTION IV. 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 V. 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: August 5, 2025

Item #: 6. Second Reading - **Ordinance #2025-17** - An Ordinance to Amend the City of La Vergne Fee Schedule.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-17

Summary:

This is an ordinance to amend our Fee Schedule due to some recent changes in state law or proposed changes to our municipal code.

Background Information:

The City Court Costs need to be adjusted due to a change in state law. Previously, one dollar (\$1) was allocated to go to the State of Tennessee to be used for training costs for municipal court clerks and city judges. Public Chapter 459 was recently approved by the State Legislature and now two dollars (\$2) is required to go to the State for these purposes.

Typically, when we change court costs, we do so in five dollar increments to make it easier for cash payments. The proposed amount is \$101.25. This amount is prior to the TBI Fee (if ticket is paid before going to court) or the State Litigation Tax (if ticket is paid after going to court), which is an additional \$13.75, bringing the total to \$115.00.

Also, in conjunction with Ordinance #2025-16, which is on this agenda for second reading, fees are being proposed for Fire Department permits and inspections.

Financial Summary:

The court costs will be increased by five dollars (\$5), but an additional one dollar (\$1) will go to the State of Tennessee for training purposes, so the net increase to the city is four dollars (\$4). Please see the attached fee schedule to compare the proposed court costs to previous years.

The Fire Department fees are new, so this will be additional revenue for the General Fund.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-17

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

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

SECTION I. The Court Fines and Fees, Fees, Court Administration, Court Costs section of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	2025-2026	LMC / Ordinance Reference
<u>Court Fines and Fees</u>		
• Fees		
* Court Administration		
- Court Costs	\$101.25 (\$2.00 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

SECTION II. The Fire Department section of the City of La Vergne Fee Schedule be amended by adding a new Inspection Fees section to read as follows:

<u>Name / Purpose of Fee</u>	2025-2026	LMC / Ordinance Reference
<u>Fire Department</u>		
• Inspection Fees		
* Inspection for Facilities to Obtain a State License	\$75 – First Inspection	IFC Code 106
* Inspection for Facilities to Maintain a State License	\$50 - First Inspection	IFC Code 106

SECTION III. The Fire Department section of the City of La Vergne Fee Schedule be amended by adding a new Permits section to read as follows:

<u>Name / Purpose of Fee</u>	2025-2026	LMC / Ordinance Reference
<u>Fire Department</u>		
● <u>Permits</u>		
* Automatic Fire-Extinguishing Systems	\$150 per system	IFC Code 105.7.1
* Battery Systems	\$150 per system	IFC Code 105.7.2
* Emergency Responder Radio Coverage	\$100 per system	IFC Code 105.7.6
* Fire Alarm and Detection Systems	\$150 per system	IFC Code 105.7.7
* Fire Pumps and Related Equipment	\$150 per system	IFC Code 105.7.8
* Flammable and Combustible Liquids - Tank Installation	\$150 per tank	IFC Code 105.6.16
* Gates and Barricades Across Fire Apparatus Access Roads	\$75 per gate	IFC Code 105.7.12
* Hazardous Materials	\$150 per project	IFC Code 105.7.13
* High-Pile Combustible Storage	\$150 per project	IFC Code 105.7.14
* Motor Vehicle Repair Rooms and Booths	\$150 per room/booth	IFC Code 105.7.17
* Private Fire Hydrants	\$25 each per project	IFC Code 105.7.19
* Standpipe Systems	\$150 per project	IFC Code 105.7.24
* Temporary Membrane Structures and Tents	\$100 for three (3) Months	IFC Code 105.7.25

SECTION IV. The Fire Department section of the City of La Vergne Fee Schedule be amended by adding a new Review / Inspection Fees section to read as follows:

<u>Name / Purpose of Fee</u>	2025-2026	LMC / Ordinance Reference
<u>Fire Department</u>		
● <u>Review / Inspection Fees</u>		
* Fire Hydrant Inspection (Private)	\$75 per hydrant	IFC Code 106
* Fire Suppression System (Hood and Duct)	\$100	IFC Code 106
* Fire Suppression System (Special)	\$100	IFC Code 106
* Flammable and Combustible Storage	\$150 - Per Room/Building	IFC Code 106
* Life Safety Plans Review - 0 to 10,000 sq. ft.	\$125 - Includes Review and One Approval Inspection	IFC Code 106
* Life Safety Plans Review - Over 10,000 sq. ft.	\$150 + \$8.00 per 1,000 sq. ft - Includes Review and One Approval Inspection	IFC Code 106
* Paint Spray Booth / Spray Room	\$150 per Booth/Room	IFC Code 106
* Reinspection Fee - After Initial Failed Inspection	\$50	IFC Code 106
* Sprinkler System (Commercial)	\$75	IFC Code 106
* Sprinkler System (Residential)	\$50	IFC Code 106
* Standpipe Systems	\$100	IFC Code 106

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

SECTION VI. That this Ordinance take effect September 1, 2025.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

CITY OF LA VERGNE 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		LMC 12-103
* Industrial	\$300		\$300		\$300		LMC 12-103
* Residential/Multifamily	\$55		\$55		\$55		LMC 12-103
- 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	\$101.25 (\$2.00 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	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	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	LMC 14-702; 14-704 / Res. 2005-11
* Waterway Buffer Policy Variance Application		\$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	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	LMC 14-610
Finance Department					
• Business License					
		\$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	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	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	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)	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)	LMC 7-209
* Violation LMC 7-308(1)	Not to exceed \$500		Not to exceed \$500	Not to exceed \$500	LMC 7-308
• Inspection Fees					
* Inspection for Facilities to Obtain a State License	\$75 - First Inspection				IFC Code 106
* Inspection for Facilities to Maintain a State License	\$50 - First Inspection				IFC Code 106
• Permits					
* Automatic Fire-Extinguishing Systems	\$150 per system				IFC Code 105.7.1
* Battery Systems	\$150 per system				IFC Code 105.7.2
* Emergency Responder Radio Coverage	\$100 per system				IFC Code 105.7.6
* Fire Alarm and Detection Systems	\$150 per system				IFC Code 105.7.7
* Fire Pumps and Related Equipment	\$150 per system				IFC Code 105.7.8
* Flammable and Combustible Liquids - Tank Installation	\$150 per tank				IFC Code 105.6.16
* Gates and Barricades Across Fire Apparatus Access Roads	\$75 per gate				IFC Code 105.7.12
* Hazardous Materials	\$150 per project				IFC Code 105.7.13
* High-Pile Combustible Storage	\$150 per project				IFC Code 105.7.14
* Motor Vehicle Repair Rooms and Booths	\$150 per room/booth				IFC Code 105.7.17
* Private Fire Hydrants	\$25 each per project				IFC Code 105.7.19
* Standpipe Systems	\$150 per project				IFC Code 105.7.24
* Temporary Membrane Structures and Tents	\$100 for three (3) Months				IFC Code 105.7.25
• Review / Inspection Fees					
* Fire Hydrant Inspection (Private)	\$75 per hydrant				IFC Code 106
* Fire Suppression System (Hood and Duct)	\$100				IFC Code 106
* Fire Suppression System (Special)	\$100				IFC Code 106
* Flammable and Combustible Storage	\$150 - Per Room/Building				IFC Code 106
* Life Safety Plans Review - 0 to 10,000 sq. ft.	\$125 - Includes Review and One Approval Inspection				IFC Code 106
* Life Safety Plans Review - Over 10,000 sq. ft.	\$150 + \$8.00 per 1,000 sq. ft - Includes Review and One Approval Inspection				IFC Code 106
* Paint Spray Booth / Spray Room	\$150 per Booth/Room				IFC Code 106
* Reinspection Fee - After Initial Failed Inspection	\$50				IFC Code 106
* Sprinkler System (Commercial)	\$75				IFC Code 106
* Sprinkler System (Residential)	\$50				IFC Code 106
* Standpipe Systems	\$100				IFC Code 106

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2025 - 2026	2024 - 2025	2023 - 2024	LMC / Ordinance Reference
Miscellaneous				
• Junkyard Control Permit	\$100	\$100	\$100	LMC 13-308
• Vicious Dog Violation Fine	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	LMC 10-204
Parks and Recreation Department				
• 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 (Text Amendment)	\$400	\$400	\$400	Zoning Ordinance 8.090(A)
• 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); 8.090(B)
- 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); 8.090(B)
- 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); 8.090(B)
- ≥ 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); 8.090(B)
* PDR/PUD				
- ≤ 5.0 acres	\$650	\$650	\$650	Zoning Ordinance 1.050(A); 8.090(B)
- 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); 8.090(B)
- 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); 8.090(B)
- ≥ 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); 8.090(B)
• 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
Police Department				
• 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
Public Works Department				
• 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 (Willful 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: August 5, 2025

Item #: 7. Second Reading - **Ordinance #2025-18** - An Ordinance to amend the Fiscal Year 2024-2025 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-18

Summary:

This is an ordinance to amend the FY 2024-2025 General Fund Budget for various departments.

Background Information:

For the fiscal year 2024-2025 General Fund Budget, there are some department budgets that need to be adjusted due to additional expenditures. These areas include the Legislative department for additional expenses for travel and food for meetings; the Judicial department for additional legal expenses; and the Fire Department to close out the construction of Fire Station #41 and to purchase the tools and equipment needed for the new fire apparatus.

Financial Summary:

The total amount of the budget amendment is \$1,213,400. This is broken down as follows:

110-41110-280	Legislative - Travel	\$5,500
110-41110-323	Legislative - Food	\$6,500
110-41200-252	Judicial - Legal Services	\$60,000
110-42200-920	Fire - Buildings	\$1,050,000
110-42200-944	Fire - Transportation Equipment	\$91,400

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-18

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 numbers:

110-41110-280	Legislative - Travel	\$	5,500
110-41110-323	Legislative - Food	\$	6,500
110-41200-252	Judicial - Legal Services	\$	60,000
110-42200-920	Fire - Buildings	\$	1,050,000
110-42200-944	Fire - Transportation Equipment	\$	91,400

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	1,213,400
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 8. Second Reading - **Ordinance #2025-19** - An Ordinance to amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-19

Summary:

This is an ordinance to amend the FY 2024-2025 State Street Aid Budget for additional costs incurred for street paving.

Background Information:

This is an ordinance to amend the fiscal year 2024-2025 State Street Aid Fund Budget for additional costs when Old Nashville Highway and Sand Hill Road were paved and striped.

Financial Summary:

The total amount for this budget amendment is \$20,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-19

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 numbers:

121-43100-268	Repair & Maintenance - Roads & Streets	\$	20,000
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Decrease Fund Balance:

121-37840	Transfer from Fund Balance	\$	20,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 9. Second Reading - **Ordinance #2025-20** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Ordinance #2025-20
2. Job Description - City Recorder

Summary:

This is a requested item for discussion at the workshop.

Background Information:

The addition of a City Recorder position was originally requested by the Mayor for inclusion in the FY 2025-2026 budget. However, during the initial internal budget discussions, this position was moved to FY 2026-2027 due to funding limitations. The General Fund was already exceeding available resources, primarily because of the two high-priority road projects.

The job description for the City Recorder position is attached. It has been reviewed by the City's Compensation Analyst and classified as a Grade K. For budgeting purposes, we typically estimate costs at Step 4, including benefits. The projected annual cost to fund this position is \$127,053. If this ordinance is approved on second reading, the city will begin the process of filling the position.

To proceed with funding this position in the current fiscal year, a budget amendment would be required to transfer funds from the General Fund balance to the City Recorder budget. While it is generally not considered best practice to use fund balance for recurring personnel costs, the decision ultimately rests with the Board.

It is important to note that several new retail businesses have recently opened or are expected to open in the coming year. While these additions are promising, the amount of sales tax revenue they will generate remains uncertain at this time. Additionally, on this agenda, there is a proposal from Truist Bank that would significantly increase our interest earnings. However, staff recommends that the majority of any increased interest earnings be allocated toward the purchase of a new finance software system. Our current system is outdated and unable to meet the growing demands placed on it, making this a critical need for maintaining operational efficiency.

Financial Summary:

The projected annual cost to fund this position is \$127,053.

Staff Recommendation:

This is a board decision.

ORDINANCE #2025-20

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 GENERAL FUND BUDGET.

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

The 2025-2026 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account numbers:

110-41510-111	City Recorder - Salaries	\$	78,747
110-41510-134	City Recorder - Longevity	\$	70
110-41510-141	City Recorder - FICA - Employer Share	\$	6,331
110-41510-142	City Recorder - Health Insurance	\$	35,604
110-41510-143	City Recorder - Retirement - 401 Match	\$	3,545
110-41510-144	City Recorder - Retirement - 457 Match	\$	2,756

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	127,053
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



Position Title:	City Recorder		
Department:	City Recorder		
FLSA Status:	Exempt - Salary		
Salary:	Grade: K	Starting:	\$72,065
Supervision:	City Administrator	Last Reviewed:	6/17/25

Job Summary

The City Recorder is a key administrative position responsible for maintaining accurate legislative records, managing public documents, and overseeing the city's compliance with state laws and regulations. Reporting directly to the City Administrator, the City Recorder plays a crucial role in ensuring transparency and efficiency in government operations. This position involves coordinating with various departments, handling public inquiries, and supporting the Board of Mayor and Aldermen with essential administrative duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serves as the city's custodian of records, and preserves the official public records of the city, including original copies of ordinances, resolutions, meeting minutes, contracts, bonds, deeds, easements, and other official papers, records, documents, and provides copies and certifies copies.
- Receives and processes all Beer Permit Applications, Board Member Applications, Applications for a Certificate of Compliance for a Retail Liquor Store, Roadblock Applications, Parade Permit Applications, Solicitation Permits, Transient Merchant Permits, etc.
- Assists in planning and preparing for meetings of the Board of Mayor and Aldermen, Planning Commission, Beer Board, Board of Zoning Appeals, Construction Board of Adjustment and Appeals, Local Emergency Planning Committee, and Stormwater Appeals and Advisory Board, including preparing and distributing agendas, legal notices, meeting packets, and minutes; maintaining records; and performing related tasks as needed.
- Performs certification and recording for the City as required on legal documents and other records requiring such certification.
- Posts meeting notices, minutes, public hearing notices, agenda, and other required announcements in area newspapers and on the city's website.
- Attends all regular and special Board of Mayor and Aldermen, Planning Commission, Beer Board, Board of Zoning Appeals, Construction Board of Adjustment and Appeals, Local Emergency Planning Committee and Stormwater Appeals and Advisory Board workshops and meetings and prepares accurate minutes with proper legislative terminology, obtains signatures where required, and maintains records of the proceedings of such meetings.
- Assists the city administrator in the review and preparation of ordinances and resolutions.
- Oversees and assists in providing public records and information to citizens, civic groups, the media, and other agencies as requested.

- Collects fees for Beer Board, Liquor Licenses, Permits, Privilege Taxes, etc., as needed.
- Sends annual privilege tax notices to all beer and liquor license holders.
- Catalogs and files all legal city records; Scans documents into the City's Digital Imaging System (Laserfiche) for indexing, filing, and storage.
- Maintains custody of the official city seal; ensures all ordinances that amend the municipal code book are codified in the municipal code and placed correctly into the official record.
- Seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds, or other documents requiring city certification.
- Maintains a comprehensive, current knowledge and awareness of the laws and regulations of the office of the city recorder.
- Oversees and/or performs an accurate recording of meetings (both written and recorded on video).
- Maintains professional affiliations.
- Attends workshops and training sessions as appropriate.
- Assists in the development of records management policies, rules, and regulations.
- Serves as a Notary Public.
- Responsible for updating the city website regularly.
- Special projects as needed or assigned.
- Performs other duties as assigned.

REQUIRED QUALIFICATIONS

- Bachelor's degree in a business-related field is required.
- At least three (3) years of experience at an executive level, preferably within a local government (or related agency that provides public service) or any equivalent combination of education, training, and experience that provides the requisite knowledge, skills, and abilities for this job.
- Must be a United States citizen.
- Must possess a valid Tennessee Driver's License or the ability to secure one promptly.
- Proficiency in Microsoft Office 365, particularly Excel, Word, and Outlook.
- Must pass a background screening and medical evaluation.
- Ability to perform duties accurately.
- Ability to effectively meet and interact with citizens.
- Ability to communicate effectively orally and in writing.
- Ability to handle stressful situations.
- Ability to work several evenings each month to attend required meetings.

PREFERRED QUALIFICATIONS

- Current municipal clerk and recorder certification from the State of Tennessee is preferred. Certification must be obtained within three years from the date of hire, unless the employee meets the criteria for exemption as established in T.C.A. § 6-54-120. In addition, certification must be maintained by attending a minimum of 18 hours of continuing education courses every three years.
- Notary Public is preferred, or the ability to become a Notary Public is required.
- Certified Municipal Clerk Certification from ILMC is preferred.

SKILLS, KNOWLEDGE, AND ABILITIES

- Employees in this classification will have extensive knowledge of the policies, procedures, and activities of the city and administration department practices as they pertain to the performance of duties relating to the job of city recorder.
- Has extensive knowledge of administration department practices as necessary in the completion of daily responsibilities.
- Knows how to develop and administer operations and staff plans and objectives for the expedience and effectiveness of specific duties of the department.
- Knows how to keep abreast of any changes in State laws, city ordinances, policy, methods, computer operations, equipment needs, etc., as they pertain to departmental operations and activities.
- Can effectively communicate and interact with supervisors, members of the public, and all other groups involved in the activities of the department.
- Can assemble information and make written reports and documents in a concise, clear, and effective manner.
- Has good organizational, human relations, and technical skills.
- Can use independent judgment and work with little direct supervision when necessary.
- Can comprehend, interpret, and apply regulations, procedures, and related information.
- Has comprehensive knowledge of the terminology, principles, and methods utilized within the department.
- Can read, understand, and interpret financial reports and related materials. compare and or judge the readily observable functional, technical, structural, or compositional characteristics (whether like or divergent from obvious standards) of data, people, or things; speaking and/or signaling people to convey or exchange administrative information.
- Reads a variety of informational documentation, directions, instructions, and methods and procedures related to the job of city recorder; writes reports with proper format, punctuation, spelling, and grammar, using all parts of speech; speaks with and before others with poise, voice control, and confidence using correct English and a well-modulated voice; ability to learn and understand basic to complex principles and techniques.
- Ability to deal with people (i.e., staff, supervisors, the public, and officials) beyond giving and receiving instructions, such as in interpreting departmental policies and procedures.
- Must be adaptable to performing under considerable stress when confronted with an emergency related to the job of city recorder.

PHYSICAL DEMANDS

The physical demands described here are representative of those that an employee must meet to perform the essential functions of this job successfully.

While performing the duties of this job, the employee is frequently required to sit, stand, talk, or listen. The employee is required to walk, squat, bend, use hands to operate, fingers, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

Office Setting: Work is primarily conducted in an office within city hall.

Noise Level: Generally, the environment is quiet, but it can become noisy during public meetings or when dealing with city events.

Interactions: Significant interaction with city officials, department heads, the public, and representatives from other governmental agencies. The City Recorder often faces the challenge of managing multiple tasks simultaneously, including attending city council meetings, maintaining official records, and facilitating communication between city departments and the public.

Stress Levels: This position may involve high levels of stress due to deadlines, statutory requirements, and the need to address the concerns of the public and city officials in an efficient manner.

Safety and Health: Adherence to standard office health and safety protocols is required. Occasionally, attendance at events outside the office may also be required. The position is not subject to adverse environmental conditions.

Schedule: This position is not remote, and regular office hours are Monday, 8:00 am – 4:30 pm. This position requires attending evening workshops and meetings of the Board of Mayor and Aldermen, as well as various conferences and retreats.

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

THE CITY OF LA VERGNE IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, SEX, COLOR, RELIGION, NATIONAL ORIGIN, AGE, DISABILITY, OR VETERAN STATUS IN EMPLOYMENT OPPORTUNITIES.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.1. Sourcewell Contract Purchase - Replace Football Field Lights at Veterans Memorial Park with LED Fixtures.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Sourcewell Quote Veterans Memorial Football

Summary:

This is a request to replace the existing football field lights with LED fixtures.

Background Information:

This is a request from the parks department to approve the field light renovations for the football field at Veterans Memorial Park. This was proposed during budget meetings for the current fiscal year. This quote was secured using the Sourcewell purchasing program, contract #041123-MSL.

Financial Summary:

Sourcewell contract quote is \$166,878.00. This item is budgeted for in the Parks Capital Projects Fund.

Staff Recommendation:

Staff recommends approval.

Veterans Memorial Park Football
La Vergne, TN
July 10, 2025

Sourcewell

Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Football – 30 Footcandle w/ Control-Link®	\$ 166,878.00
Football – 50 Footcandle w/ Control-Link®	\$ 209,712.00

Bonding not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles and uniformity of 2.5:1.0
- Guaranteed light levels of 50 footcandles and uniformity of 2.0:1.0
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures



Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 115 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Greg Gilley

Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 641-660-2362
E-mail: greg.gilley@musco.com





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.2. Sourcewell Contract Purchase - Ford Transit T350 Sewer Line Camera Truck.

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. Sourcewell Contract Quote - Camera Truck

Summary:

This will approve the purchase of a new Ford Transit T350 Camera Truck for the Sewer Department.

Background Information:

This is a request from the sewer department to approve the purchase of a new camera truck from Sansom Equipment Company located in Shelbyville, TN. This will allow the department to perform video inspections of the sewer system to identify problems and perform maintenance as needed.

Financial Summary:

The cost of the purchase is \$323,775.75. This is a budgeted item and will be paid for out of the sewer department budget.

Staff Recommendation:

Staff recommends approval.



QUOTE

QUOTE # SECQ7892

DATE Jul 15, 2025

CONTRACT CUSTOMER ID # 19011

CONTRACT # 120721-EVS

To: Shane stott
City of Laverne (TN)
5093 Murfreesboro Rd
Laverne, TN 37086
United States

Sales Contact: Luke Vihon
615-906-8884
luke@secequip.com

(615) 287-8696
sstott@lavernetn.gov

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell (NJPA)	Customer Location		Net Delivery

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	E-RX-SYS-Pro-HDL HD System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license. (Discounted package price, I don't have the break down of each item in package)	\$127,316.63	\$127,316.63
1	E-559-3900-00 HD RAL200 LED Auxiliary Light with Backeye Camera for RVX	\$5,346.79	\$5,346.79
4	E-080-0709-00 Small Aggressive Wheel QC RX130	\$523.50	\$2,094.00
4	E-080-0711-00 Medium Aggressive Wheel QC RX130	\$680.55	\$2,722.20
4	E-080-0710-00 Large Aggressive Wheel QC RX130	\$701.49	\$2,805.96
4	E-080-0704-02 XL Rubber Wheel QC RX130	\$638.67	\$2,554.68
1	E-000-0035-00 Top Manhole Cable Roller for RVX	\$487.92	\$487.92
1	E-000-0036-00 Tyger Tail 2" for manhole bottom cable RVX	\$84.37	\$84.37
1	E-598-0210-21 VC500 Power Supply Complete (US Version)	\$528.58	\$528.58
1	E-598-3900-00 VC500	\$16,162.35	\$16,162.35

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	7.5% Tariff Surcharge Camera Components Above Only	\$10,082.13	\$10,082.13
1	Transit MEPS Build 4000 Watt Inverter In Lieu of MEPS	\$52,756.35	\$52,756.35
1	Additional 21.5" Tru-Vu Video monitor w/mount (for RVX SAT)	\$1,321.45	\$1,321.45
1	Underdesk keyboard tray (req'd for SAT, optional for RVX	\$264.29	\$264.29
1	UPS	\$2,053.33	\$2,053.33
1	Wall mount Heater	\$467.59	\$467.59
1	VX-ADVANCED-1	\$10,912.13	\$10,912.13
1	VX-INFINITY-ADVANCED-1	\$1,800.00	\$1,800.00
1	H-RACKMOUNT-01	\$3,120.00	\$3,120.00
1	Upgrade To HD Capture Card	\$500.00	\$500.00
1	Upgrade to Prototek Line Finder 2200 Locator with Case	\$2,285.00	\$2,285.00
1	New Ford Transit T350 AWD	\$73,360.00	\$73,360.00
1	Freight	\$4,750.00	\$4,750.00
Sourcewell Discount \$12,737.10 (Included in total)			

This quote does not include any federal, state, or local taxes.
 * In stock equipment are subject to prior sale. *

SUBTOTAL	\$323,775.75
TOTAL	\$323,775.75

This Quote is valid for 30 Days.

Please contact me if I can be of further assistance.

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

STATESBORO GA OFFICE

207 Hal Averitt Blvd.
Statesboro, Georgia 30458
(912) 549-0005





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.3. Sourcewell Contract Purchase - IGM Gravity Software from Vertosoft, LLC for the Finance Department Budgeting Software.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Vertosoft Quote for Gravity - Sourcewell

Summary:

This will approve a quote from Vertosoft for Gravity budget software for the City of La Vergne.

Background Information:

The City of La Vergne Finance Department is undertaking an initiative to modernize and streamline its budgeting processes through the acquisition of a dedicated budgeting software platform. Historically, the City has relied on spreadsheets and manual compilation of budget data from multiple sources, which has proven to be time-consuming and inefficient, especially as budget complexity and compliance demands continue to grow.

To improve operational efficiency, accuracy, collaboration, and transparency in the budgeting process, the Finance Department evaluated multiple software solutions that offer government-focused budgeting and planning tools.

Software Solutions Considered:

The following budgeting platforms were reviewed and compared:

1. ClearGov
2. OpenGov
3. Gravity (offered by Vertosoft)

Each vendor was assessed based on the following criteria:

- Integration capabilities with the City’s existing financial systems and growth
- Functionality for personnel, capital, and operational budget development
- Budget book automation features
- Implementation approach and customer support

Selected Solution – Gravity by Vertosoft:

Gravity emerged as the preferred solution based on its robust budgeting modules, user-friendly interface, and cost-effectiveness. It allows for:

- Streamlined budget development (personnel, capital, operational)
- Automated generation of budget books
- Role-based access for department users
- Data integration from existing systems
- Transparent audit trails and workflow approvals

Gravity is offered through Vertosoft under the Sourcewell cooperative purchasing contract (060624-VTO), allowing for a competitively bid procurement process without issuing a formal RFP.

Financial Summary:

The quote is for a 5-year agreement with Vertosoft for Gravity budget software. The total cost over the five-year term is \$262,363.

The breakdown of the annual cost is as follows:

Term 1: 9/01/25 - 8/31/26 - \$65,500
Term 2: 9/01/26 - 8/31/27 - \$45,675
Term 3: 9/01/27 - 8/31/28 - \$47,958
Term 4: 9/01/28 - 8/31/29 - \$50,356
Term 5: 9/01/29 - 8/31/20 - \$52,874

This is a budgeted expense for FY 2025-2026.

Staff Recommendation:

Staff recommends approval.



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 7/17/2025, 12:51 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

Vertosoft Quote for Gravity - Sourcewell - City of La Vergne, TN

Contract: Sourcewell: 060624-VTO

Quote #: Q-13120
Expires On: 8/16/2025

Ship To
City of La Vergne, TN
5093 Murfreesboro Road
La Vergne, TN 37086

Quote For:
Name: Danielle Brown
Company: City of La Vergne, TN
Email: dbrown@laveragnetn.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 9/1/2025
Overall POP End Date: 8/31/2030

Term 1

Period of Performance: 09/01/2025 - 08/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services	1.00	\$43,500.00	\$43,500.00
ID 910	IGM Professional Delivery Services	1.00	\$22,000.00	\$22,000.00
Term 1 TOTAL:				\$65,500.00

Term 2

Period of Performance: 09/01/2026 - 08/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services	1.00	\$45,675.00	\$45,675.00
Term 2 TOTAL:				\$45,675.00

Term 3

Period of Performance: 09/01/2027 - 08/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services	1.00	\$47,958.00	\$47,958.00
Term 3 TOTAL:				\$47,958.00

Term 4

Period of Performance: 09/01/2028 - 08/31/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services	1.00	\$50,356.00	\$50,356.00
Term 4 TOTAL:				\$50,356.00

Term 5

Period of Performance: 09/01/2029 - 08/31/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services	1.00	\$52,874.00	\$52,874.00
Term 5 TOTAL:				\$52,874.00

TOTAL: \$262,363.00

Access includes up to 25 Named Users;

Software Services

Core Environment & User Access Setup
 Personnel Budget Development - Software
 Capital Budget Development - Software
 Operational Budget Development - Software
 Budget Book Automation - Software
 Data Integration

Professional Services

Personnel Budget Development - Setup Support
 Capital Budget Development - Setup Support
 Operational Budget Development - Setup Support
 Budget Book Automation - Setup Support
 Data Integration – Setup Support

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the Terms and Conditions attached hereto. In the event of a conflict between the attached Terms and Conditions and those of Sourcewell Contract # 060624-VTO, Sourcewell Contract # 060624-VTO shall govern.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services

exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

- 4.2. Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. Termination for Non-Appropriation of Funds: Contract will terminate if funds are not appropriated for it in the county's budget for each future fiscal year. The contract will terminate on the last fiscal year for which funds were appropriated within the term.
- 5.3. In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

- 7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR

INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

- 8.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Tennessee without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

This Statement of Work (“SOW”) defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Order Form.

The specific modules and services to be implemented are as outlined in the Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

Implementation Methodology & Responsibilities

Implementation Approach

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments.

Client Responsibilities

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify Gravity promptly of any internal changes that may impact project scope or timeline

Assumptions

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

Milestone 1: Discovery and Planning (Joint Application Design Sessions – JADS)

In this phase, Gravity and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

Objectives:

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer's current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within Gravity
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

Deliverables:

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed Gravity system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

Milestone 2: Data Integration

Following the completion of the Discovery and Planning phase, Gravity and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, Gravity will configure data elements, integrations, and validation logic to align with the Customer's business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

Objectives:

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

Deliverables:

- Data integration framework and documentation
- Configured system environment reflecting the Customer's structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

Milestone 3: Configuration

With data structures and integration points established, the Configuration phase focuses on building the Gravity system to meet the Customer's approved design specifications. Gravity will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

Objectives:

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

Deliverables:

- Fully configured Gravity environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

Milestone 4: Project Sign Off

In the final phase of the implementation, Gravity and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

Objectives:

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

Deliverables:

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

Milestone 5: Training

Gravity will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by Gravity and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

Objectives:

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

Deliverables:

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

This Statement of Work shall be governed by the terms and conditions set forth in the applicable Order Form and the associated Terms and Conditions document between the parties.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C

Support Terms

Gravity will provide Technical Support to customer via e-mail Monday – Friday between 6am – 7pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours e-mailing customer support at support@onegravity.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.4. State Contract Purchase - Five Vehicles for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. State Contract Purchase - Vehicles for PD

Summary:

This will authorize the purchase of five (5) pursuit vehicles for the Police Department using the State of Tennessee Contract #SWC209

Background Information:

In the FY 2025-2026 Police Impact Fee Fund Budget, funds were allocated for the purchase of five (5) Police Pursuit Vehicles. This request is to approve the purchase of those vehicles. Ford of Murfreesboro holds the State of Tennessee Contract that is available to the city and has access to the vehicles meeting the needs of the department.

Financial Summary:

The vehicles cost \$44,876 each, for a total purchase price of \$224,380.

Staff Recommendation:

Staff recommends approval.

City of Lavergne - 2025 Police Interceptor Utility AWD (K8A)

City of Lavergne
Lavergne, TN 37086

Reference: 20250618-115938106
Quote created: June 18, 2025
Quote expires: September 16, 2025
Quote created by: Jason McCullough
"Government Sales Manager"
mr.jason.mccullough@gmail.com
+16157859141

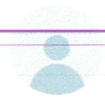
Comments from Jason McCullough

SWC 209
Contract # 84713

Products & Services

Item & Description	Quantity	Unit Price	Total
Police Int Utility Police Interceptor Utility, 3.3L V6 FFV - MARKED	5	\$44,876.00	\$224,380.00
One-time subtotal			\$224,380.00
Total			\$224,380.00

Purchase terms



Jason McCullough

"Government Sales Manager"

mr.jason.mccullough@gmail.com

+16157859141

Ford of Murfreesboro

1550 NW Broad St

Murfreesboro, TN 37085-4364

United States

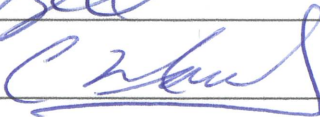


CITY OF LA VERGNE, TENNESSEE
PURCHASE REQUISITION

Date Requested:	Requisition Number:
Date Needed:	Date Ordered:
Department: Police	Requestor: Lt Campbell
Department Head: Chief Moews	Purchase From:
Account to Charge: 440 -42100-944 321-	Ford of Murfreesboro

Vendors Contacted	Comparative Pricing
1.	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
	5	2025 Police Interceptor Utility	\$44,876.00	\$224,380.00
		Police Vehicles		
Total				\$224,380.00

Special Instructions: State of TN contract #209 held by Ford of Murfreesboro	
Requestor Signature: 	Date: 7/17/2025
Department Head Signature: 	Date: 7-17-25
City Administrator Signature: (If Needed)	Date:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.5. State Contract Purchase - Radar Units for the New Police Vehicles.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. State Contract Purchase - Radar Units for PD Vehicles

Summary:

This will authorize the purchase of five (5) Stalker Radar units for the new Police Department vehicles using the State of Tennessee Contract #349.

Background Information:

In the FY 2025-2026 Police Impact Fee Fund Budget, funds were allocated for the purchase of five (5) Police Pursuit Vehicles. This request is to approve the purchase of radar units for those vehicles. Applied Concepts / Stalker Radar holds the State of Tennessee contract that is available to the city.

Financial Summary:

Each radar unit costs \$2,899, for a total cost of \$14,495.

Staff Recommendation:

Staff recommends approval.

855 E. Collins Blvd. Richardson, TX 75081 Phone: 972-398-3780 Fax: 972-398-3781	National Toll free: 1-800-STALKER Inside Sales Partner Brooke Journet +1-469-656-8011 brookej@stalkerradar.com	Date: 06/17/2025 Reg Sales Mgr Adam Holland +1-972-398-3780 adam.holland@stalkerradar.com
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Effective From: 06/17/2025

Valid Through: 09/15/2025

Lead Time: 45 working days

Bill To: La Vergne Police Dept 5093 Murfreesboro Rd La Vergne, TN 37086-2706	Customer ID: 370861 Accounts Payable	Ship To: La Vergne Police Dept 5093 Murfreesboro Rd La Vergne, TN 37086-2706	FedEx Ground Lieutenant Mike Campbell
--	--	--	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	5	806-0022-00	DSR 2 Antenna Radar	36	\$2,666.00	\$13,330.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	5	200-0999-50	DSR Counting Unit, 1.5 PCB, ARM Processor			\$0.00
2	5	200-1572-00	DSR Modular OSC Display			\$0.00
3	10	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	5	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			\$0.00
5	5	200-0769-00*	25 MPH/40 KPH KA Tuning Fork			\$0.00
6	5	200-0770-00*	40 MPH/64 KPH KA Tuning Fork			\$0.00
7	5	200-1379-00	2020-2024 FI SUV CU/Display/Antenna Mount		\$102.00	\$510.00
9	5	200-1378-00	2020-2024 FI SUV Rear Antenna Mount		\$131.00	\$655.00
10	5	200-0648-00	Display Sun Shield			\$0.00
11	5	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
12	5	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
13	5	200-0622-00	VSS Cable Kit			\$0.00
14	5	200-0821-00	DSR Documentation Kit			\$0.00
15	5	006-0095-00	Fan Noise Suppression Addendum - DSR			\$0.00
16	5	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	5	060-1000-36	36 Month Warranty			\$0.00
Group Total						\$14,495.00

Product	\$14,495.00	Sub-Total:	\$14,495.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Trade-in 0		Shipping & Handling	\$0.00
Payment Terms	Net 30 days	Total: USD	\$14,495.00

Vehicle Information:
2025 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document .
These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.



CITY OF LA VERGNE, TENNESSEE
PURCHASE REQUISITION

Date Requested:
Date Needed:

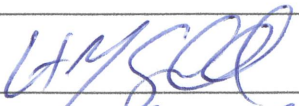
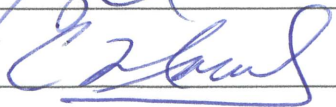
Requisition Number:
Date Ordered:

Department:	Police
Department Head:	Chief Moews
Account to Charge:	140 -42100-944 321-

Requestor:	Lt Campbell
Purchase From:	Applied Concepts Inc/ Stalker Radar

Vendors Contacted	Comparative Pricing
1.	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
	5	Stalker RADAR units for	\$2899.00	\$14,995.00
		new police vehicles		
Total				\$14,995.00

Special Instructions: State of TN contract #349 held by Applied Concepts Inc. - Stalker Radar	
Requestor Signature: 	Date: 7/17/2025
Department Head Signature: 	Date: 7-17-25
City Administrator Signature: (If Needed)	Date:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.6. Omnia Partners Contract Purchase - In-Car Video Systems and Laptop Computers for New Police Vehicles.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Omnia Partners Contract Purchase - In-Car Video Systems and Laptop Computers

Summary:

This will authorize the purchase of five (5) in-car video systems and laptop computers for the new Police Department vehicles using a contract through Omnia Partners.

Background Information:

In the FY 2025-2026 Police Impact Fee Fund Budget, funds were allocated for the purchase of five (5) Police Pursuit Vehicles. This request is to approve the purchase of the in-car video systems and laptop computers needed for those vehicles. Insight Public Sector, Inc. has the Omnia Partners contract for these items.

Financial Summary:

Each in-car video system and laptop computer will cost \$16,297.24, for a total cost of \$81,486.20.

Staff Recommendation:

Staff recommends approval.

Account name: 11273952

LA VERGNE PD
MIKE CAMPBELL
5093 MURFREESBORO RD
LA VERGNE TN 37086-2706

SHIP-TO

LA VERGNE PD
MIKE CAMPBELL
5093 MURFREESBORO RD
LA VERGNE TN 37086-2706

Quotation

Quotation Number : 0228525877
Document Date : 09-JUN-2025
PO Number :
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Phone : +18004674448
Sales Rep 2 : RJ Longoria
Email : RJ.LONGORIA@INSIGHT.COM
Phone :

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB destination
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>ARB-M90</u>	PANASONIC ARB-M90 WIRELESS MICROPHONE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1016.99 Discount: 11.930%	5	895.66	4,478.30
<u>IPS-BWC4-12V-WIRE</u>	I-PRO BWC4000 12V VEHICLE HARNESS FOR WV-BWC40D1A OR WV-BWC40C1A WEIGHT OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 42.99 Discount: 8.165%	10	39.48	394.80
<u>IPS-ICV-ETH-DOCK</u>	i-PRO ICV - Network cable - 25 FT - Orange - STP - for Body-Worn Camera Dock in a Vehicle OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 85.99 Discount: 50.145%	5	42.87	214.35
<u>IPS-ICV-UDE-CL5</u>	I-PRO CLOUDE SOFTWARE 5YR SVCSLICENSE SINGLE ICV SYSTEM Coverage Dates: 09-JUN-2025 - 09-JUN-2030 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4180.99 Discount: 8.268%	5	3,835.31	19,176.55
<u>IPS-ICV4-ACC</u>	i-PRO - accessory kit for dashboard camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1006.99 Discount: 23.714%	5	768.19	3,840.95
<u>IPS-ICV4-ANT-BL</u>	i-PRO - antenna	5	366.61	1,833.05

Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 416.99 Discount: 12.082%			
<u>WJ-VPU4000</u>	i-PRO standalone NVR - 5 channels OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5126.99 Discount: 32.212%	5	3,475.47	17,377.35
<u>WV-BWC40C1A</u>	I-PRO AMERICAS INC. : I-PRO BWC4000 SINGLE BATTERY CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 277.99 Discount: 49.682%	5	139.88	699.40
<u>WV-BWC40D1A</u>	I-PRO BWC4000 SINGLE DOCKING CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 319.99 Discount: 20.682%	5	253.81	1,269.05
<u>WV-VC35</u>	i-Pro WV-VC35 - vehicle camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1146.99 Discount: 17.908%	5	941.59	4,707.95
<u>CBLMS-F00200</u>	Lind bulk cable - 3.6 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 95.99 Discount: 49.714%	5	48.27	241.35
<u>PA1580-1921</u>	Panasonic - power adapter OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 192.99 Discount: 20.633%	5	153.17	765.85
<u>ASMTL-00332</u>	Lind ASMTL-00332 - power supply mounting rail OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 15.99 Discount: 23.452%	5	12.24	61.20
<u>7160-0220</u>	Gamber-Johnson Locking Slide Arm w/Standard Attachment - mounting component OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 300.99 Discount: 20.891%	5	238.11	1,190.55
<u>AP-MF5G-CG</u>	MULTIMAX 5G (600 MHZ TO 6 GHZ)	5	103.77	518.85

Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 117.99 Discount: 12.052%			
CH-CG-4-4-14	STANDARD EZCONNECT CABLE HARNESS WITH CELLULAR & GNSS OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 101.99 Discount: 54.721%	5	46.18	230.90
EZ-55JZ-2BBM	Panasonic Toughbook 55 - 14" - Intel Core i7 - 1370P - 16 GB RAM - 512 GB SSD - 4G OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4300.99 Discount: 19.175%	5	3,476.27	17,381.35
7160-0577-02-P	Gamber-Johnson Vehicle Docking Station - docking station - VGA, HDMI OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1086.99 Discount: 24.077%	5	825.28	4,126.40
WV-VCR40W	i-Pro - rear view camera OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 644.99 Discount: 7.657%	5	595.60	2,978.00
			Product Subtotal	81,486.20
			TAX	0.00
			Total	81,486.20

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

RJ Longoria

RJ.LONGORIA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

HARDWARE PURCHASES: Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its contracting officials, suppliers, and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders. Insight will not finalize any transaction involving a requote without the client's written consent.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.
<https://www.insight.com/terms-and-policies>



CITY OF LA VERGNE, TENNESSEE PURCHASE REQUISITION

Date Requested:	Requisition Number:
Date Needed:	Date Ordered:
Department: Police	Requestor: Lt Campbell
Department Head: Chief Moews	Purchase From:
Account to Charge: 411 -42100-944 321-	Insight Public Sector Inc.

Vendors Contacted	Comparative Pricing
1.	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
	5	Police In-Car video systems	\$16,297.24	\$81,486.20
		and laptop computers		
Total				\$81,486.20

Special Instructions: Omnia Partners contract #23-6692-03	
Requestor Signature: <i>[Signature]</i>	Date: 7/17/2025
Department Head Signature: <i>[Signature]</i>	Date: 7-17-25
City Administrator Signature: (If Needed)	Date:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.A.7. University of Tennessee Contract Purchase - Emergency Equipment and Installation for New Police Vehicles.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. UT Contract Purchase - Emergency Equipment and Installation

Summary:

This will authorize the purchase of emergency vehicle equipment and installation for the new Police Department vehicles.

Background Information:

In the FY 2025-2026 Police Impact Fee Fund Budget, funds were allocated for the purchase of five (5) Police Pursuit Vehicles. This request is to approve the purchase of emergency equipment and installation for those vehicles. Trucker's Lighthouse has the contract with the University of Tennessee for this equipment and installation.

Financial Summary:

The cost of the equipment and installation for each vehicle will be \$16,279.42, for a total cost of \$81,397.10.

Staff Recommendation:

Staff recommends approval.



Truckers Lighthouse, Inc
201 Crutchfield Ave
Nashville TN 37210
United States

Quote

#EST11033

7/7/2025

****Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks****

of

Bill To

THOMAS DANIE,S
CITY OF LAVERGNE-POLICE DEPT
5093 MURFREESBORO RD
LA VERGNE TN 37086
United States

TOTAL

\$16,279.42

Quote Valid Through: 10/5/2025

Quote Expiration	Vehicle Info	Sales Rep	Order Type	
10/5/2025	25 FPIU MIKE CAMPBELL 615 287 8617 MCAMPBELL@LAVERGNETN.GOV	CK-West	Install - Nashville	
Quantity	Item	Options	Rate	Amount
1	HVC-MCB Mic Clip Bracket		\$16.00	\$16.00
1	SEPK1129ITU20TM #10XL Horizontal Sliding Window Uncoated Polycarbonate XL Panel Partition TM (Tall Man)		\$692.30	\$692.30
1	SEDK0100ITU20 Door Panel VS TPO Plastic Black Installs Over OEM Door Panels		\$239.25	\$239.25
1	SEQK0566ITU20 Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition *Seat Belt Retractors Pre-Installed to Save 30 Minutes of Install Time		\$1,119.30	\$1,119.30
1	SEWK0595ITU20 Window Barrier VS Polycarbonate		\$287.20	\$287.20
1	LDLOFT-PIU20-2GX 20+ Ford Police Utility LOFT Dual Weapon Extra Wide Storage Tray provides additional 4" of width for guns - LOFT-PIU20-2GX Includes 2 Gun Locks, Muzzle Bracket Assembly, Butt Cup & Momentary Push Button Switch. (Optional Accessories Available)		\$950.00	\$950.00
1	/MISC loft timer		\$49.00	\$49.00
2	INVMAGMIC MAGNETIC MIC BRACKET		\$35.00	\$70.00
1	EG8028B RT Fuse Block 6 Pos w/ LED Indication, Bulk		\$16.00	\$16.00
1	EG2601B PDM 14 Circuit + Ground w/Kill Switch		\$140.10	\$140.10
1	EG8030B RT Screw Terminal 12 Circuit Dual Level Busbar, Bulk		\$10.00	\$10.00
1	HVC-VS-1012-INUT-2-H Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility MUST ADD A HVC014248-1 IF THIS CONSOLE IS GOING IN A 2024 OR OLDER VEHICLE		\$469.00	\$469.00
1	HVC-SBX-101 Universal Equipment Storage Box For Utility Vehicles		\$781.60	\$781.60
1	HVCUP2-1001 Internal Cup Holders		\$56.00	\$56.00
1	JOT425-1635 Defend IR - Remote PIR Kit		\$88.00	\$88.00
1	JOT425-6560 Defend IR Security Solution FP (2")		\$259.60	\$259.60
1	STL75812 Stinger DS LED - 12V DC		\$148.97	\$148.97
1	FDPF200S17B PATHFINDER,100/200W,17BTN		\$450.00	\$450.00
2	FDES100C SPKR,EMERG. 100W,PLASTIC,		\$215.00	\$430.00

Quantity	Item	Options	Rate	Amount
1	FDDFC-SB-ES100C DURA FORCE, ES100C BRACKET FOR A PUSH BUMPER		\$49.00	\$49.00
1	FDOBD CABLE 25-2 OBD CABLE, FORD-PF INTERFACE, 25F		\$110.00	\$110.00
2	FDXSM2-BRW-US XSTREAM, DUAL SYNC, BRW, US REAR SIDE WINDOWS		\$215.00	\$430.00
2	FDMP S63U-RBW TRI COLOR, 18-LED, RED/BLUE/WHIT TAG LIGHTS		\$155.00	\$310.00
5	FDMP S62U-BA DUAL COLOR, 12-LED, BLUE/AMBER ACROSS REAR BUMPER AND REAR HATCH		\$155.00	\$775.00
2	FDMP SW9-BW MPS WIDE ANG, BLU/WHIT		\$140.00	\$280.00
1	FD EXP MOD 24 PATHFINDER 24-CHANNEL EXPANSIO		\$85.00	\$85.00
6	FDMP S62U-BW DUAL COLOR, 12-LED, BLUE/WHITE FRONT OF PUSH BUMPER 2 SIDE OF PUSH BUMPER 2 SIDE REAR DOORS 2		\$95.00	\$570.00
2	FDMP SM6-LB KIT, L-BRKT, SINGLE HD, MS6		\$19.00	\$38.00
1	HVC-EB40-SSP-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000		\$0.00	\$0.00
1	HVC-FP-35 3-1/2" Filler Plate		\$0.00	\$0.00
1	HVC-FP-8 8" Filler Plate		\$0.00	\$0.00
1	HVC-EB25-XTL-1P 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,		\$0.00	\$0.00
1	FD FC-TC2L TWO LIGHT TOP CHANNEL FOR FORD INTERCEPTOR POLICE UTILITY PUSH BUMPER		\$25.00	\$25.00
1	FDMP SMW9-FPIU25MIR KIT, BRKT, MPSW9, MIRROR, 25FPIU		\$33.60	\$33.60
2	FD416900-BW DUAL CORNER LEDs INLINE FLASHE head light		\$76.30	\$152.60
1	FDDFC-PB-FPIU20 DURA FORCE, PUSH BUMPER, FORD		\$535.00	\$535.00
1	FDDFC-WC-FPIU20 DURA FORCE, WIRE COVER, FORD		\$46.20	\$46.20
1	HVCG-X ChargeGuard-Select		\$77.70	\$77.70
1	FDHKB-FPIU20-HP KIT, HOOK, FPIU20, PURSUIT		\$70.00	\$70.00
1	FDINTG51J-P2BL INTG51J, STOCKED		\$2,295.00	\$2,295.00
1	/LABNASH Installation Labor - Nashville		\$3,750.00	\$3,750.00
1	/MON Shop Supplies Fee		\$375.00	\$375.00
Decal #			Subtotal	\$16,279.42
Tag #				
VIN #			Tax Total (%)	\$0.00
Mileage:			Total	\$16,279.42



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

Date Requested:
Date Needed:

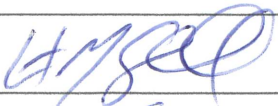
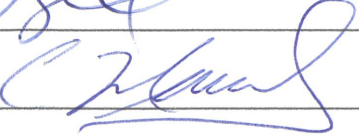
Requisition Number:
Date Ordered:

Department:	Police
Department Head:	Chief Moews
Account to Charge:	321-42100-944

Requestor:	Lt Campbell
Purchase From:	Trucker's Lighthouse

Vendors Contacted	Comparative Pricing
1.	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
	5	Emergency vehicle equipment	\$16,279.42	\$81,397.10
		with installation 5 Ford PIUs		
Total				\$81,397.10

Special Instructions:	
Requestor Signature: 	Date: 7/21/2025
Department Head Signature: 	Date: 7-21-25
City Administrator Signature: (If Needed)	Date:



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.B. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Scope of Work - GetResQ911

Summary:

Request to hire contract dispatchers to support the operations of the emergency communications center. Due to employee turnover, the shortage of qualified applicants, and the time-consuming process of interviewing, background checking, and training new dispatchers, we are experiencing staff shortages.

Background Information:

The nation has faced ongoing challenges with hiring qualified 911 dispatchers. There is significant competition in this region for qualified candidates. Emergency services positions, including 911 dispatchers, are often competing against other high-paying, lower-stress roles in the public and private sectors, making it harder to attract talent. The nature of the work exposes dispatchers to traumatic situations, which can lead to high levels of stress and mental health concerns. Recruitment efforts are hindered by the psychological resilience required for the job and the potential long-term impact on mental well-being. The high turnover rate within 911 dispatching roles exacerbates the challenge, as the emotional toll and work-life balance issues often lead to burnout. The job's stress, irregular hours, and demanding nature contribute to a lack of retention, making it harder to fill positions quickly and maintain adequate staffing levels. 911 dispatchers are typically required to meet stringent background check requirements, including criminal history checks and psychological evaluations, which can further narrow the pool of eligible candidates.

Currently, the La Vergne Emergency Communication Center has five full-time communication specialists and one contract communication specialist (contract expires in

September). To provide seamless 24/7 double coverage with limited overtime, the communications center needs eight individuals. This does not account for sick leave or vacation time. Overtime in large amounts is not healthy for the well-being of the communication specialists, nor is it sustainable long term.

Financial Summary:

The total for three contract communication specialists is \$206,400, with \$26,400 due at the time of contract signing.

Staff Recommendation:

Staff recommends approval.

Scope of Work

Agency Name: **La Vergne Police**

Date: 07/15/25

Agency Address:

Agency Contact/Phone #:

Agency CAD System:

Agency 911 Platform:

Agency Radio System:

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Client Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Client.
- Client agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
 - o Call taking, CAD Screen Images of Data Entry location.
 - o Local call types
 - o CAD codes/commands.
 - o Radio codes
 - o Agencies dispatched listing.
 - o Appropriate SOP / Policy Documentation
 - o Any additional on-boarding materials deemed necessary or encouraged to learn and understand.
- Adjustments to weekly hours and pay will be communicated in writing to the Company once agreed to by Client and Contractor.
- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Client and Company via a monthly schedule update.
- Union approvals, if required.
- Contractor pay including monthly housing will be paid electronically/ACH to the Company on a monthly basis on the first Wednesday of each month.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Client Computer Aided Dispatch (CAD) system as required by the Client.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.

Scope of Work

- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization.
- Contractor agrees to provide two weeks' notice to Client for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Client, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Client during the period of the contract. (check mark the appropriate certifications requested)

- ☐ NCIC Certification
- ☐ EMD, EFD
- ☐ APCO
- ☐ Priority Dispatch
- ☐ Other _____
- ☐ Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911 will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.
-

PAYMENT SCHEDULE

911 Contractor(s): 3

Name: TBD

Phone #: _____

Start Date at Clients location: _____

Client Address: _____

Point of Contact at Client location: _____

Point of Contact Phone/Email: _____

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	\$50	76 hours + 8 hours overtime every two weeks - 6 months	3	\$158,400
2	Contractor Monthly Stipend	\$2,000	6 months	3	\$36,000
3	Start Up Fee	\$12,000	one time fee		\$12,000
	Total Contract				\$206,400
	Due at Signing				\$26,400
	(1 st month pay + \$2,000 housing x 3 contractors)				

getResQ911 will invoice bi-weekly actual regular hours and overtime hours, if applicable. Monthly housing allowance will be invoiced on the last invoice of the month for the following month housing.

The first month's housing allowance will be charged in full, regardless of the start date.

Any work assignments over and above call taking and/or dispatching assigned to getResQ911 Subcontractors need to be agreed to by getResQ911 and may include an hourly pay increase.

This contract may be extended by Change Order.

Overtime and Holiday will be paid at \$75/hr rate.

Overtime hours include any hours over 40 hours per week.

The 'Agency Start Up fee' will need to be paid before getResQ911 can identify and get Subcontractor commitments for the Agency contract.

Holiday's are based on the standard Federal Holidays.

2025 Holiday Schedule:

- New Year's Day: Wednesday, January 1
- Martin Luther King Jr. Day: Monday, January 20
- George Washington's Birthday: Monday, February 17
- Memorial Day: Monday, May 26
- Juneteenth: Thursday, June 19
- Independence Day: Friday, July 4
- Labor Day: Monday, September 1
- Indigenous Peoples' Day/Columbus Day: Monday, October 13
- Veterans Day: Tuesday, November 11
- Thanksgiving Day: Thursday, November 27
- Christmas Day: Thursday, December 25

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature *Diane Carroll*
getResQ911 Name Diane Carroll
Date _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.C. Approve Amendment #5 to the Professional Services Agreement with Ragan-Smith-Associates, LLC, for Design Phase Services for the Proposed South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Amendment #5 - PSA with Ragan-Smith - Waldron Road Widening Project

Summary:

The City would like to modify the current South Waldron Road Widening Professional Services Agreement with Ragan Smith (a Pape-Dawson Company) to include obtaining additional geotechnical information to assist in the future design for a retaining wall to make a flatter and safer area along the new roadway. This revision is due to the changes in grades along Waldron Road from the construction of the Arbor Ridge subdivision. **The cost for the additional services will be \$48,300.00.** These services include the following:

By request of the City, RaganSmith will investigate and determine an acceptable infrastructure configuration to accommodate a newly installed retaining wall constructed as part of the Arbor Ridge Development. The change in site conditions will require revisions to the horizontal and vertical location of the proposed sidewalk along Waldron Road, the structural design of a retaining wall adjacent to the Arbor Ridge retaining wall and/or adjustments to the height of the Arbor Ridge retaining wall, geotechnical investigations, plan set and roadway cross section revisions.

Since a geotechnical investigation will be needed to determine the full scope of the revisions required, this amendment will only address the geotechnical investigation and design coordination efforts to determine the retaining wall type and location.

Background Information:

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

Financial Summary:

Original Contract Amount:	\$837,000
Amendment #1:	\$9,500
Amendment #2:	\$0
Amendment #3:	\$1,082,000
Amendment #4:	<u>\$13,250</u>
Total Contract to Date:	\$1,941,750
Proposed Amendment #5:	<u>\$48,300</u>
New Contract Ceiling:	\$1,990,050

The line-item budget for the Waldron Road Widening Project in the FY 2025-2026 Budget is \$5,686,847.

Staff Recommendation:

Staff recommends approval.

June 24, 2025

VIA ELECTRONIC MAIL: glide@laverghnetn.gov

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

**RE: AMENDMENT 5
SOUTH WALDRON ROAD
FROM SOUTH OF CHARTER PLACE TO NORTH OF ROCK SPRINGS ROAD
LAVERGNE, TENNESSEE**

Dear Gary,

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

PROJECT

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

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

SCOPE OF SERVICES

By request of the City, **RaganSmith** will investigate and determine an acceptable infrastructure configuration to accommodate a newly installed retaining wall constructed as part of the Arbor Ridge Development. The change in site conditions will require revisions to the horizontal and vertical location of the proposed sidewalk along Waldron Road, the structural design of a retaining wall adjacent to the Arbor Ridge retaining wall and/or adjustments to the height of the Arbor Ridge retaining wall, geotechnical investigations, plan set and roadway cross section revisions.

NASHVILLE

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

MURFREESBORO

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

CHATTANOOGA

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



Since a geotechnical investigation will be needed to determine the full scope of the revisions required, this amendment will only address the geotechnical investigation and design coordination efforts to determine the retaining wall type and location.

I. Geotechnical Investigation

Through a subconsultant, **RaganSmith** will provide geotechnical service to explore the subsurface conditions between Waldron Road and the Arbor Ridge retaining wall. These services will include:

- 10 boring locations (up to 250' in depth)
- 10' additional depth of refusal materials at 2 boring locations
- Up to 4 days of traffic control measures
- Index testing on soil samples recovered
- Laboratory strength testing as appropriate
- Global soil stability analysis
- Report of findings and wall type determination appropriate per the existing conditions

II. Structural Engineering Services

Through a subconsultant, **RaganSmith** will provide structural engineering services to coordinate the extents and limits of a proposed retaining wall adjacent to the Arbor Ridge retaining wall. These services will include:

- Coordination with the City, Redi-Rock, and other stakeholders to establish the wall location, wall limits, and wall type/system based on the right-of-way, existing adjacent retaining wall, and soil conditions.
- Identify boring locations based on AASHTO LRFD methodology.
- Perform preliminary structural analysis to determine potential impacts of the proposed wall on the adjacent existing retaining wall.

III. Design Phase Services

RaganSmith will provide design phase services in coordination with the structural engineer to develop the feasibility, limits and location of the improvements needed to revise the Waldron Road Improvements Project to the change in site conditions at the Arbor Ridge development. These services will include:

- Coordination with the City, Redi-Rock, subconsultants, and other stakeholders
- Revision of the sidewalk vertical and horizontal layouts to meet ADA requirements
- Evaluation of guardrail and pedestrian rail needs
- Investigation of utility conflicts and coordination
- Exhibits as needed



SCHEDULE

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

COMPENSATION

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

I. Geotechnical Investigation	\$29,000.00
II. Structural Engineering Services	\$9,800.00
III. Design Phase Services	\$9,500.00

TOTAL FEES..... \$48,300.00

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

Services excluded at this time but to be included in future design phases:

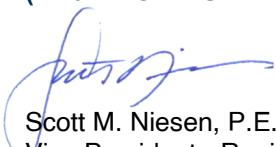
- *Final Retaining Wall Design*
- *Final Roadway Design*
- *Final Plan set revisions*
- *Topographic or boundary survey*

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

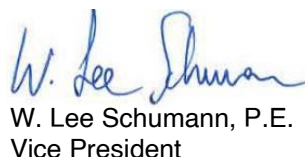
We appreciate the opportunity to provide this proposal and look forward to our continued work on this critical project. If you agree to the terms, please sign, and return a copy which will serve as authorization to proceed with the work.

Sincerely,

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



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



W. Lee Schumann, P.E.
Vice President

SMN / WLS
Attachment



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ Date: _____

Printed / Typed Name: _____ Title: _____

TO WHOM SHOULD INVOICES BE DIRECTED:

Name: _____ Email: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.D. Approve Amendment #2 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Amendment #2 - PSA with JMT - South Waldron Road Widening Project

Summary:

Due to changes in scope and additional unforeseen work required, JMT, Inc is requesting an amendment to their contract for Right-of-Way Acquisition Services for the Proposed South Waldron Road Widening Project in the amount of \$155,662.50.

Background Information:

Due to design changes requested by the city to improve the utility constructability and the safety of the Lake Road design, an additional parcel was added to the project. The additional costs of right-of-way acquisition services for this parcel are provided as \$12,100.

Due to a surveying error by Ragan-Smith, rework was required of JMT on 38 tracts. The additional costs for this rework is \$143,562.50. Ragan-Smith has agreed to reimburse the city for these costs.

Financial Summary:

Total Amount of Amendment:	\$155,662.50
Reimbursement from Ragan-Smith:	<u>-\$143,562.50</u>
Net Cost to City:	\$12,100.00

Staff Recommendation:

Staff recommends approval.



May 29, 2025

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services**

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) respectfully requests this supplemental scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee. If acceptable, the terms and conditions from the Contract dated September 9, 2024 will apply to this supplement.

Right-of-Way Acquisition Scope of Services Supplemental Fee

As previously agreed, we will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. The total supplement request is \$155,662.50. Of that, \$143,562.50 is a result of the plans having to be corrected by Ragan-Smith. The breakdown for this supplement request is as follows:

Waldron Rd ROW Supplement List

Tract #	Reason	Title	Appraisal	Negotiation	Closing
149	not included in original list	1,500.00	4,000.00	5,750.00	850.00
Ph 1 38 tracts	Ragan-Smith correct plans		76,000.00		
Ph 1 7 tracts offers accepted	Ragan-Smith correct plans			30,187.50	
Ph 1 13 tracts offers made	Ragan-Smith correct plans			37,375.00	
Total		1,500.00	80,000.00	73,312.50	850.00

Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations will be additional scope and fee. JMT appreciates the opportunity to submit this supplement request. If you have any questions, please feel free to contact me. We look forward to continuing to work with you on this significant and urgent project for the City of LaVergne.

Sincerely,



Dyan C. Damron, PE, PTP
Brentwood Office Leader | Section Head Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplement Agreement as of the day and year first written above.

OWNER: City of LaVergne

CONSULTANT: JMT, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

June 24, 2025

VIA ELECTRONIC MAIL: glide@laveragnetn.gov

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

**RE: SOUTH WALDRON ROAD WIDENING
RIGHT-OF-WAY ACQUISITION REIMBURSEMENT**

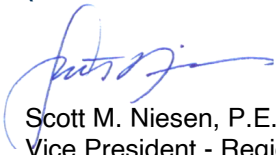
Dear Gary,

Ragan-Smith-Associates, LLC, f/k/a Ragan-Smith-Associates, Inc., (**RaganSmith**) will reimburse the City of La Vergne for services rendered by Johnson, Mirmiran & Thompson, Inc. (JMT) as part of the Right-of-Way Acquisition Services for Segment 1 of the Waldron Road Widening Project. Segment 1 is defined as just north of Rock Springs Road to just south of Blair Road, including Lake Road to the limit of construction.

The scope of reimbursement is detailed in the *Waldron Road Widening Project Right-of-Way Acquisition Scope of Services* (attached) dated May 29, 2025, and prepared and submitted by JMT. The reimbursement for these services is a one-time payment of \$143,562.50 as outlined in the attached document *for PH 1 38 tracts, Ph 1 7 tracts offers accepted, Ph 1 13 tracts offers made*.

Sincerely,

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



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



W. Lee Schumann, P.E.
Vice President

SMN / WLS
Attachment

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

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

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



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ Date: _____

Printed / Typed Name: _____ Title: _____

TO WHOM SHOULD REIMBURSEMENT BE DIRECTED:

Name: _____ Email: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.E. Approve Agreement with Ragan-Smith-Associates, LLC to Reimburse the City for Services Rendered by Johnson, Mirmiran & Thompson, Inc. (JMT) for Right-of-Way Acquisition Services for the Proposed South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Agreement - Ragan-Smith - South Waldron-ROW Acquisition Services Reimbursement

Summary:

In early May 2025, Ragan-Smith notified the city that there were a series of errors in the right-of-way plans for the South Waldron Road Widening. These errors resulted in additional work for JMT, Inc. who is providing the right-of-acquisition services for that project. On May 29, 2025, JMT, Inc. submitted an amendment request to the city which detailed that the additional costs to the city for that error were \$143,562.50.

This agreement is for Ragan-Smith to reimburse the city for that cost.

Background Information:

This is recommended to be a stand-alone agreement rather than an amendment onto the existing design contract for Waldron Road Widening because the original contract is time and materials and this reimbursement will be a single one-time payment. Marrying lump sum and time and materials within the same contract creates a situation where the city is not guaranteed to get the full reimbursement.

Financial Summary:

Additional Costs to the City:	\$143,562.50
Reimbursement from Ragan-Smith:	<u>-\$143,562.50</u>
Net Cost to City:	\$0

Staff Recommendation:

Staff recommends approval.

June 24, 2025

VIA ELECTRONIC MAIL: glide@laverghnetn.gov

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

**RE: SOUTH WALDRON ROAD WIDENING
RIGHT-OF-WAY ACQUISITION REIMBURSEMENT**

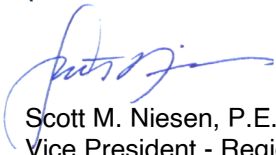
Dear Gary,

Ragan-Smith-Associates, LLC, f/k/a Ragan-Smith-Associates, Inc., (**RaganSmith**) will reimburse the City of La Vergne for services rendered by Johnson, Mirmiran & Thompson, Inc. (JMT) as part of the Right-of-Way Acquisition Services for Segment 1 of the Waldron Road Widening Project. Segment 1 is defined as just north of Rock Springs Road to just south of Blair Road, including Lake Road to the limit of construction.

The scope of reimbursement is detailed in the *Waldron Road Widening Project Right-of-Way Acquisition Scope of Services* (attached) dated May 29, 2025, and prepared and submitted by JMT. The reimbursement for these services is a one-time payment of \$143,562.50 as outlined in the attached document *for PH 1 38 tracts, Ph 1 7 tracts offers accepted, Ph 1 13 tracts offers made*.

Sincerely,

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



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



W. Lee Schumann, P.E.
Vice President

SMN / WLS
Attachment

NASHVILLE
315 Woodland Street
P.O. Box 60070
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Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

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



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ Date: _____

Printed / Typed Name: _____ Title: _____

TO WHOM SHOULD REIMBURSEMENT BE DIRECTED:

Name: _____ Email: _____



May 29, 2025

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services**

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) respectfully requests this supplemental scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee. If acceptable, the terms and conditions from the Contract dated September 9, 2024 will apply to this supplement.

Right-of-Way Acquisition Scope of Services Supplemental Fee

As previously agreed, we will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. The total supplement request is \$155,662.50. Of that, \$143,562.50 is a result of the plans having to be corrected by Ragan-Smith. The breakdown for this supplement request is as follows:

Waldron Rd ROW Supplement List

Tract #	Reason	Title	Appraisal	Negotiation	Closing
149	not included in original list	1,500.00	4,000.00	5,750.00	850.00
Ph 1 38 tracts	Ragan-Smith correct plans		76,000.00		
Ph 1 7 tracts offers accepted	Ragan-Smith correct plans			30,187.50	
Ph 1 13 tracts offers made	Ragan-Smith correct plans			37,375.00	
Total		1,500.00	80,000.00	73,312.50	850.00

Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations will be additional scope and fee. JMT appreciates the opportunity to submit this supplement request. If you have any questions, please feel free to contact me. We look forward to continuing to work with you on this significant and urgent project for the City of LaVergne.

Sincerely,



Dyan C. Damron, PE, PTP
Brentwood Office Leader | Section Head Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplement Agreement as of the day and year first written above.

OWNER: City of LaVergne

CONSULTANT: JMT, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.F. Approve Christmas Creek Mitigation Bank Credit Purchase Agreement required for Environmental Permitting of the Blair Road West Expansion Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. CCMB-Credit Purchase Agreement

Summary:

In order to acquire Tennessee Department of Environment and Conservation (TDEC) and United States Army Corps of Engineers (USACE) environmental permits for the Blair Road West Expansion Project, it is necessary for the city to mitigate the environmental impacts of that construction by purchasing credits (referred to as 'Wetland Credits') in a 'Mitigation Bank'. This agreement is for purchasing such credits.

Background Information:

City employees have been negotiating with TDEC regarding the mitigation requirements for the construction of the Blair Road West Extension for several weeks. This agreement is the result of those negotiations. Staff believes that this will be the final such cost for the project. The City Attorney's office has reviewed the agreement with no comments.

Financial Summary:

The total cost of the agreement is \$70,200.00.

Staff Recommendation:

Staff recommends approval.

CHRISTMAS CREEK MITIGATION BANK CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT SALES AGREEMENT (the “Agreement”) is executed this ____ day of _____, 20 25, by City of La Vergne, Tennessee, (“Buyer”) and Clearwater Conservation Revival, LLC (“Banker”). The purpose of this Agreement is to establish the terms and conditions for the purchase and transfer of credits under the Christmas Creek Mitigation Bank (“CCMB”). The Buyer and Banker are referred to jointly as the “Parties.”

RECITALS

WHEREAS, the Buyer is conducting work, which will result in certain impacts to wetlands and/or streams from the project known as Blair Road West Extension. Accordingly, the Buyer has obtained or is in the process of obtaining a Section 401 of the Clean Water Act (CWA) authorization (“401 Permit”) from the Tennessee Department of Environment and Conservation (TDEC) designated as project number NRS25.081 and/or Section 404 of the CWA authorization (“404 Permit”) from the U. S. Army Corps of Engineers designated as project number LRN-2022-00346;

WHEREAS, the Banker is the Bank Sponsor for Christmas Creek Mitigation Bank (i.e. Mitigation Bank);

WHEREAS, a condition of the 404 and/or 401 Permit, requires the Buyer to purchase from the Banker 1.08 wetland credits (“Wetland Credits”) for the Project. The 404/401 Permit requires the Wetland Credits to be purchased from the CCMB, managed and controlled by the Banker; and,

WHEREAS, the Buyer desires to purchase and Banker desires to sell the Wetland Credits under the terms and conditions set forth herein.

TERMS

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **AGREEMENT TO PURCHASE.**
 - a. Wetland Credits -- Banker agrees to sell, and the Buyer agrees to purchase 1.08 Wetland Credits at a cost of \$65,000.00 per full credit from the CCMB, which bank is allowed to service the Buyer’s impacts, for a total payment of \$70,200.00 (“Wetland Credit Payment”). Payment shall be received within thirty (30) days following the date of this agreement. Once the payment has been received, a certificate/bill of sale will be emailed to you within 48 hours of the payment clearing.

3. **DELIVERY BY BANKER AND TRANSFER OF CREDITS.**

Upon full payment for the sale of the credit, the Bank Sponsor (Clearwater Conservation Revival, LLC) is the party responsible for fulfilling the compensatory mitigation conditions of the permit issued to the applicant/purchaser as it relates to wetland impacts associated with the project.

a. Wetland Credit Purchase and Delivery.

(i) Banker Warranty. Banker represents and warrants that the Wetland Credits to be sold to the Buyer are currently available to Buyer.

(ii) Delivery Date. Banker shall deliver the Wetland Credits to Buyer on or before three (3) days after receipt of the Wetland Credit Payment from the Buyer in the form of an emailed certificate/bill of sale document.

4. **NOTICES:** All notices from the Buyer to the Banker shall be deemed duly served if mailed or emailed to Banker at the following Address:

Clearwater Conservation Revival, LLC
Attn: Zachary Wilbanks or Rhett Baggett
Phone Number: (205) 412-3373 or (615) 426-7043
Email: zach@wilbankseng.com or rbaggett@earthrestorationsllc.com
160 Trinity Road
Franklin, TN 37067

All Notices from the Banker to the Buyer shall be deemed duly served if mailed or emailed to the Buyer to:

Company Name or Individual:	<u>City of La Vergne, TN</u>
Attn (if applicable):	<u>Gary Lide</u>
Mailing Address:	<u>1500 E. Nir Shreibman Blvd</u>
City, State Zip:	<u>La Vergne, TN 37086</u>
Phone Number:	<u>615-287-8703</u>
Email:	<u>glide@laveragnetn.gov</u>

5. **DEFAULT/TERMINATION:** Should the Banker be found to have failed to perform its services consistent with applicable law, and as specified in this Agreement, the Buyer may, after giving Banker written notice of such failure and a ten day (10) period to correct such failure, terminate this Agreement immediately for cause and Banker shall be responsible for all damages suffered or incurred by Buyer as a result of Banker's default, which shall include, without limitation, reimbursing the Buyer for the cost for credits not delivered; all costs and expenses incurred by Buyer in connection with locating replacement wetland credits, the cost differential between the price for the Wetland Credits set forth herein, and the price for the

Wetland Credits Buyer obtains to replace them, the cost for any additional Wetland Credits necessary to replace the Wetland Credits contemplated herein. Further the Buyer may terminate this Agreement for convenience with a thirty (30) day written notice.

6. **INSURANCE:** The Banker shall provide insurance upon request and in accordance with Buyer requirements including, but not limited to, General Liability Insurance, Business Auto Liability Insurance, and Workers Compensation if applicable. The Banker is not required to provide insurance so as long as the Banker does not enter onto Buyer project property.
7. **INDEMNIFICATION:** The Banker shall indemnify and hold harmless the Buyer, its officers, and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Banker or anyone employed or utilized by the Banker in the performance of this Agreement.
9. **CONFLICT OF INTEREST:** The Banker represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Banker further represents that no persons having any such interest shall be employed to perform those services.
10. **ASSIGNMENT.** The Buyer will have the right to assign this Agreement without the consent of the Banker so long as the new Buyer assumes all of the obligations of the Buyer under the terms of this Agreement. If Buyer elects to assign or transfer any of the Wetland Credits purchased under this Agreement to an affiliated third-party, Banker shall work together in good faith and at no additional cost to facilitate such assignment or transfer, including, without limitation, receiving the applicable Wetland Credits and conveying the same to the affiliated third-party, as directed by Buyer.

11. MISCELLANEOUS.

- a. The benefits and obligations of the covenants herein shall inure to the benefit of and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- b. The effective date of this Agreement shall be the day upon which the last of the parties hereto shall have executed this Agreement.
- c. This Agreement shall be interpreted as drafted by both parties hereto equally, and no rule of strict construction shall be applied against any party.
- d. The captions are included for convenience only and shall be given no legal effect whatsoever.
- e. The Banker and the Buyer may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.
- f. Nothing herein contained shall create or be construed as creating a partnership between the Buyer and the Banker or to constitute the Banker as an agent of the Buyer.

g. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

12. ADDITIONAL ITEMS/SERVICES: A modification of this contract is not valid unless signed by both parties and otherwise in accordance with the requirements of law. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

[Signatures appear on the following page]

IN WITNESS WHEREOF: the Banker and the Buyer, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

BUYER:

BY: Jason Cole
TITLE: Mayor, City of La Vergne

BANKER:
CLEARWATER CONSERVATION
REVIVAL, LLC



BY: Zachary Wilbanks
TITLE: Vice President, Member



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.G. Approve a Modification to the Contract for the Construction of the Brookside Neighborhood Park.

Department: Engineering

Presented By: Gary Lide, David McGowen

Item Attachments: 1. Brookside Park Mod 01 - BOMA Packet

Summary:

This is an item to approve a modification to the contract required to address issues which were incomplete on the original construction plans for the construction of the Brookside Neighborhood Park.

Background Information:

On March 4, 2025, the Board of Mayor and Aldermen approved a contract with Solomon Builders, Inc. to construct the Brookside Neighborhood Park per the construction drawings. At the project kick-off meeting, it was determined that the clearing of the existing vegetation, which involves many large trees, was not included in those drawings. This modification is to address that issue and another more minor item which was not included in the plans.

Financial Summary:

The original contract price was a lump sum amount of \$452,000. This modification is for \$10,106.25 which brings the total contract price to \$462,106.25. This is over the budget shown in the present City Budget and a budget amendment is on the agenda to allocate funds for this project.

This cost will be partially offset by a TDEC Grant.

Staff Recommendation:

Staff recommends approval.

**MODIFICATION 01 TO BROOKSIDE PARK
CONSTRUCTION CONTRACT WITH
SOLOMON BUILDERS, INC.**



Solomon Builders
4539 Trousdale Drive
Nashville, Tennessee 37204
Phone: (615) 333-9369

Project: 25-0205 - Brookside Park - La Vergne
Peak Top Trail
La Vergne, Tennessee

Prime Contract Potential Change Order #001: CE #001 - Revised Tree Plan

TO:	City of La Vergne 5175 Murfreesboro Road La Vergne , 37086	FROM:	Solomon Builders, Inc. 4539 Trousdale Drive Nashville, Tennessee 37204
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - Solomon Template Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jonathan Dooley (Solomon Builders, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/23/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	15 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$10,106.25

POTENTIAL CHANGE ORDER TITLE: CE #001 - Revised Tree Plan

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #001 - Revised Tree Plan

This change order request is for plan change revisions issued by the City of Lavergne (Gary Lide) for tree preservation as previous plans did not show the extent of existing trees needing removal.

Attached is backup documentation and Revision #01 plans issued to Solomon Builders.

Vegetation as shown and outlined will be removed in accordance with priced Revision 1 Plans as priced.

ATTACHMENTS:

[Revision 01 - Brookside Park - Tree Preservation.pdf](#) , [_CO -Brothers Excavation - Brookside Pond Adjustments 7.21.25.pdf](#)

Gary Lide (City of La Vergne)

5175 Murfreesboro Road
1500 E. NIE ERLERMAN
La Vergne , 37086

City of La Vergne

MAJOR JASON COLE
5175 Murfreesboro Road
2093 MURFREESBORO RD.
La Vergne , 37086

Solomon Builders, Inc.

4539 Trousdale Drive
Nashville, Tennessee 37204

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Brothers Excavation, LLC.

7101 Sharondale Ct. Suite 500

Brentwood, Tn 37027

Office: (931) 703-1345

Change Order - Brookside Park Pond Revisions				
Company	Solomon Builders		Description	7/21/2025
Job Name	The Hills Trench		Brookside Plan Revisions	
Item	QTY	UNIT	Description	
File	1	LS	Rebuild GPS file with the new drawing revisions	\$ 2,500.00
Grading	1	LS	New Grading Plan	\$ 1,250.00
Tree Removal	1	LS	Remove two trees in open area, all others to remain	\$ 3,000.00
Curb Inlet	1	LS	Replacement of existing curb inlet casting/grate with new area drain casting, Replacement of casting only, no other changes	\$ 2,000.00
TOTAL CHANGE ORDER:				\$ 8,750.00



NOTE: LIDE STAMP IS
FOR REVISION 01
ONLY.

FLOODWAY LIMITS

SHADED AREA
INDICATES FEMA
FLOOD ZONE "AE"
(SEE NOTE NO. 2)

SEWER MANHOLE
T.C. 628.20
I.E. 615.96

BENCHMARK EL = 627.91 (NAD83/NAVD83)
MAG NAIL IN PAVEMENT

SEWER MANHOLE
T.C. 622.61
I.E. 615.11
(COVER MISSING)

REVISION 01
14 JULY 2025
**GRADING MODIFICATIONS FOR
TREE PRESERVATION**



SCALE IN FEET
0 10 20 40 60

**ORIGINAL BROOKSIDE PARK
CONSTRUCTION CONTRACT WITH
SOLOMON BUILDERS, INC.**

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

THIS AGREEMENT, made this 7th day of March,
2025,

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

and the Contractor: Solomon Builders, Inc.

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

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

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

\$452,000.00 For entire project

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

TYPE THE DOLLAR AMOUNT HERE

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

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

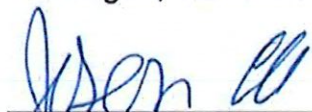
The Contractor hereby agrees to commence the work under this Contract on or before a date to be specified in a written Notice to Proceed and to fully complete the Work by 90 Consecutive Calendar Days following the Notice to Proceed Date.

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

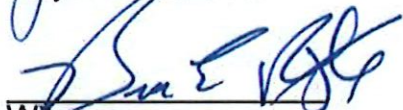
IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

OWNER

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



Mayor Jason Cole



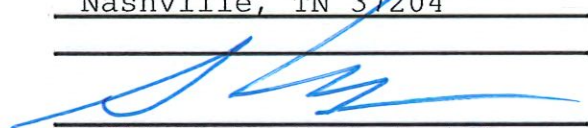
Witness

CONTRACTOR

Solomon Builders, Inc

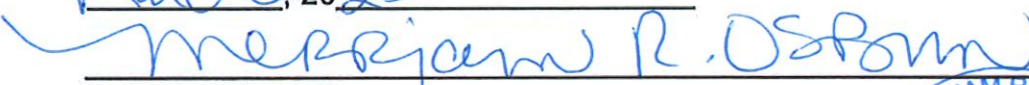
4539 Trousdale Drive

Nashville, TN 37204



CONTRACTOR (Authorized Signature)
Steve Hannon / Operations Manager

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10 DAY OF
March, 2025



NOTARY PUBLIC

My Commission Expires: 9-8-2025

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



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



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.H. Approve Final Change Order #4 with Isinguard Construction Group, Inc. for the 2019 Interceptor Improvements Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Change Order #4 - Final - 2019 Interceptor Sewer Improvements

Summary:

This item will approve the final change order for the 2019 Interceptor Improvements Project.

Background Information:

Attached is the proposed final change order #4 for the above-referenced project. This change order is due to the changes at Dobson Knob Trail.

Financial Summary:

The decreased construction cost is \$51,305.67. The final contract price is \$2,918,808.69, which is within the \$3,000,000.00 budget.

Staff Recommendation:

Staff recommends approval.

CHANGE ORDER

Order No. 4

Date: 7/1/2025

Agreement Date: 7/1/2025

NAME OF PROJECT:

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Isinguard Construction Group, Inc

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price	\$ <u>3,000,000.00</u>
Current Contract Price adjusted by previous Change Order	\$ <u>2,970,114.36</u>
The Contract Price due to this Change Order will be	
increased/decreased by:	\$ <u>-51,305.67</u>
The new Contract Price including this Change Order will be	\$ <u>2,918,808.69</u>

Change to Contract Time

The Contract Time will be increased/ by 77 calendar days.
The date for completion of all work will be July 1, 2025 (date).

Justification

Changes in design of Dobson Knob Trail

Accepted by: David R. Eschuty (Contractor)

Recommended by: James H. Moore (Engineer)

Ordered by: _____ (Owner)

2019 Interceptor Sewer
CO#4

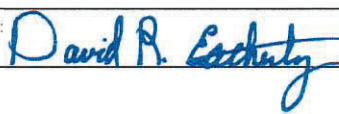
Item No.	Description	Total Qty Qty	New Qty	Incr Qty	Decr Qty	Unit Price	Change in Price
1	24" PVC, SDR 26, Gravity Swr	653	701	48		\$365.00	\$17,520.00
6	8"PVC, SDR 21, Force Main	40	0		40	\$181.00	-\$7,240.00
7	6" PVC, SDR21, Force Main	97	0		97	\$129.00	-\$12,513.00
8	Restrained Joint Ductile Iron Fittings	350	0		350	\$20.00	-\$7,000.00
9	Manhole with Frame and Casting	19	17		2	\$5,075.00	-\$10,150.00
10	Extra for Watertight Frame and Casting	19	15		4	\$858.00	-\$3,432.00
19	Connect Force Main to New Manhole	3	0		3	\$2,681.00	-\$8,043.00
26	Pavement - Millll and Replace (Type 6) with Pavement Markings	275	75		200	\$194.00	-\$38,800.00
27	Sewer Flow Control - added time/cost for equipment (Dobson Knob Align Changes)	1	1				\$12,450.00
30	12" PVC Sewer Line installed	82	150	68		\$292.00	\$19,856.00
32	4" Vent Pipe Assembly & Installation	2	3	1		\$8,965.00	\$8,965.00
33	18" PVC, SDR 26, Gravity Sewer	424	287		137	\$335.00	-\$45,895.00
34	15" PVC Sewer Pipe	0	364	364		\$45.70	\$16,634.80
35	Cancelled 18x6 Wye - Restock Fee	0	1	1		\$362.19	\$362.19
36	Restocking Fees - Invoice 1106267, Items for Force Main	0	1	1		\$1,120.70	\$1,120.70
37	Repair Concrete Driveway and sidewalk	0	3	3		\$397.00	\$1,191.00
38	Incorrect price listed for 1225LF of Bid Item 1 on CO#1						\$3,667.64
						TOTAL:	-\$51,305.67

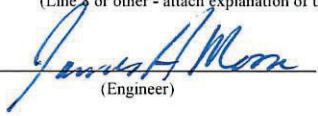
Contractor's Application for Payment No.		Final
Application Period: 02/01/2025 -06/01/2025		Application Date: 7/1/2025
To (Owner): City of La Vergne	From (Contractor): Isinguard Construction Group, Inc	Via (Engineer): CTI Engineers
Project: 2019 Interceptor Sewer Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		-\$73,589.64
2	\$8,600.00	
3	\$35,104.00	
4		-\$18,997.31
TOTALS	\$43,704.00	-\$92,586.95
NET CHANGE BY CHANGE ORDERS	-\$48,882.95	

1. ORIGINAL CONTRACT PRICE.....	\$	\$3,000,000.00
2. Net change by Change Orders.....	\$	-\$48,882.95
3. Current Contract Price (Line 1 ± 2).....	\$	\$2,951,117.05
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$2,881,980.00
5. RETAINAGE:		
a. 5% X \$ - Work Completed.....	\$	
b. 5% X \$ - Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$2,881,980.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$2,671,373.49
8. AMOUNT DUE THIS APPLICATION.....	\$	\$210,606.51
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification	
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By: 	Date: 7/1/2025

Payment of:	\$	\$210,606.51	(Line 8 or other - attach explanation of the other amount)
is recommended by:		7/10/25	(Engineer) (Date)
Payment of:	\$	\$210,606.51	(Line 8 or other - attach explanation of the other amount)
is approved by:			(Owner) (Date)
Approved by:			Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):			City of La Vergne		Application Number: Final			
Application Period:			02/01/2025 -06/01/2025		Application Date: 7/1/2025			
A		B	Work Completed		E	F		G
Item	Description	Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No.			From Previous Application (C+D)	This Period				
1	24" PVC, SDR 26, Gravity Sewer	\$ 238,345.00	\$238,345.00	\$ -		\$ 238,345.00	100.0%	\$ -
2	24" DIP Gravity Sewer	\$ 257,950.00	\$257,950.00	\$ -		\$ 257,950.00	100.0%	\$ -
3	15" PVC, SDR 26, Gravity Sewer	\$ 1,675.00	\$1,675.00	\$ -		\$ 1,675.00	100.0%	\$ -
4	8" PVC, SDR 26, Gravity Sewer	\$ 14,430.00	\$14,430.00	\$ -		\$ 14,430.00	100.0%	\$ -
5	6" PVC, SDR 26, Sewer Service Line	\$ 20,520.00	\$19,440.00	\$ 1,080.00		\$ 20,520.00	100.0%	\$ -
6	8" PVC, SDR 21, Force Main	\$ -		\$ -		\$ -		\$ -
7	6" PVC, SDR 21, Force Main	\$ -		\$ -		\$ -		\$ -
8	Restrained Joint Ductile Iron Fittings	\$ -				\$ -		\$ -
9	Manhole w/Frame and Casting	\$ 86,275.00	\$86,275.00			\$ 86,275.00	100.0%	\$ -
10	Extra for Watertight Frame and Casting	\$ 12,870.00	\$12,870.00			\$ 12,870.00	100.0%	\$ -
11	Drop Manhole Connection	\$ 11,316.00	\$11,316.00	\$ -		\$ 11,316.00	100.0%	\$ -
12	Bore and Jack 36" Steel Casing Pipe (0.250" WT) Interstate 24 & New	\$ 1,012,800.00	\$1,012,800.00	\$ -		\$ 1,012,800.00	100.0%	\$ -
13	Bore and Jack 36" Steel Casing Pipe (0.250" WT) Centre Pointe Drive	\$ 327,787.00	\$327,787.00	\$ -		\$ 327,787.00	100.0%	\$ -
14	Extra for Creek Crossings (3 Locations)	\$ 56,724.00	\$56,724.00	\$ -		\$ 56,724.00	100.0%	\$ -
15	Flowable Fill Trench Plugs	\$ 5,320.00	\$5,054.00	\$ 266.00		\$ 5,320.00	100.0%	\$ -
16	6" Sewer Services	\$ 12,342.00	\$12,342.00	\$ -		\$ 12,342.00	100.0%	\$ -
17	Connect Existing Sewer to New Manhole	\$ 24,345.00	\$24,345.00	\$ -		\$ 24,345.00	100.0%	\$ -
18	Connect to Existing Service Line	\$ 16,191.00	\$13,878.00	\$ 2,313.00		\$ 16,191.00	100.0%	\$ -
19	Connect Force Main to New Manhole	\$ -		\$ -		\$ -		\$ -
20	Connect to Existing Manhole and Repair	\$ 2,100.00	\$2,100.00	\$ -		\$ 2,100.00	100.0%	\$ -
21	Cleanout w/ Box & Cover	\$ 560.00		\$ 560.00		\$ 560.00	100.0%	\$ -
22	Repair Concrete Curb	\$ 3,970.00		\$ 3,970.00		\$ 3,970.00	100.0%	\$ -
23	Repair Concrete Flume	\$ 4,620.00		\$ 4,620.00		\$ 4,620.00	100.0%	\$ -
24	Install Flowable Fill to Abandon 16" Line	\$ 3,600.00	\$3,600.00	\$ -		\$ 3,600.00	100.0%	\$ -
25	Seeding and Mulching	\$ 28,600.00	\$24,050.00	\$ 4,550.00		\$ 28,600.00	100.0%	\$ -
26	Pavement – Mill and Replace (Type 6) with Pavement Markings	\$ 14,550.00		\$ 14,550.00		\$ 14,550.00	100.0%	\$ -
27	Sewer Flow Control	\$ 91,088.00	\$74,706.10	\$ 16,381.90		\$ 91,088.00	100.0%	\$ -
28	Siltation and Erosion Control	\$ 19,422.00	\$19,422.00	\$ -		\$ 19,422.00	100.0%	\$ -
29	Open Cut of New Paul Rd With Casing Pipe Backfill and Asphalt	\$ 31,240.00	\$31,240.00	\$ -		\$ 31,240.00	100.0%	\$ -
30	12" PVC Sewer Line installed	\$ 43,800.00	\$23,944.00	\$ 19,856.00		\$ 43,800.00	100.0%	\$ -
31	24" PVC, SDR 26, Gravity Sewer Inside existing Trench	\$ 416,500.00	\$416,500.00	\$ -		\$ 416,500.00	100.0%	\$ -
32	4" Vent Pipe Assembly & Installation	\$ 26,895.00		\$ 26,895.00		\$ 26,895.00	100.0%	\$ -
33	18" PVC, SDR26, Gravity Sewer	\$ 96,145.00	\$96,145.00			\$ 96,145.00	100.0%	\$ -
34	15" PVC SDR26 , Sewer Pipe	\$ 16,634.80						
35	CANCELLED 18 X 6 WYE Restocking Fee	\$ 362.19						
36	Restocking fees on invoice 1106267 Items for force main connections	\$ 1,120.70						
37	Repair Concrete Driveway and sidewalk	\$ 1,191.00						
Totals		\$ 2,881,980.00	\$2,786,938.10	\$ 95,041.90		\$ 2,881,980.00	100.0%	\$ -

Progress Estimate

Contractor's Application

For (contract): City of La Vergne							Application Number: Final			
Application Period: 02/01/2025 -06/01/2025							Application Date: 7/1/2025			
A				B	C	D	E	F		
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
1	24" PVC, SDR 26, Gravity Sewer	653	\$ 365.00	\$ 238,345.00	653	\$ 238,345.00	\$ -	\$ 238,345.00	100.0%	\$ -
2	24" DIP Gravity Sewer	670	\$ 385.00	\$ 257,950.00	670	\$ 257,950.00	\$ -	\$ 257,950.00	100.0%	\$ -
3	15" PVC, SDR 26, Gravity Sewer	5	\$ 335.00	\$ 1,675.00	5	\$ 1,675.00	\$ -	\$ 1,675.00	100.0%	\$ -
4	8" PVC, SDR 26, Gravity Sewer	78	\$ 185.00	\$ 14,430.00	78	\$ 14,430.00	\$ -	\$ 14,430.00	100.0%	\$ -
5	6" PVC, SDR 26, Sewer Service Line	190	\$ 108.00	\$ 20,520.00	190	\$ 20,520.00	\$ -	\$ 20,520.00	100.0%	\$ -
6	8" PVC, SDR 21, Force Main		\$ 181.00	\$ -		\$ -	\$ -	\$ -		\$ -
7	6" PVC, SDR 21, Force Main		\$ 129.00	\$ -		\$ -	\$ -	\$ -		\$ -
8	Restrained Joint Ductile Iron Fittings		\$ 20.00	\$ -		\$ -	\$ -	\$ -		\$ -
9	Manhole w/Frame and Casting	17	\$ 5,075.00	\$ 86,275.00	17	\$ 86,275.00	\$ -	\$ 86,275.00	100.0%	\$ -
10	Extra for Watertight Frame and Casting	15	\$ 858.00	\$ 12,870.00	15	\$ 12,870.00	\$ -	\$ 12,870.00	100.0%	\$ -
11	Drop Manhole Connection	2	\$ 5,658.00	\$ 11,316.00	2	\$ 11,316.00	\$ -	\$ 11,316.00	100.0%	\$ -
12	Bore and Jack 36" Steel Casing Pipe (0.250" WT) Interstate 24 & New	320	\$ 3,165.00	\$ 1,012,800.00	320	\$ 1,012,800.00	\$ -	\$ 1,012,800.00	100.0%	\$ -
13	Bore and Jack 36" Steel Casing Pipe (0.250" WT) Centre Pointe Drive	127	\$ 2,581.00	\$ 327,787.00	127	\$ 327,787.00	\$ -	\$ 327,787.00	100.0%	\$ -
14	Extra for Creek Crossings (3 Locations)	163	\$ 348.00	\$ 56,724.00	163	\$ 56,724.00	\$ -	\$ 56,724.00	100.0%	\$ -
15	Flowable Fill Trench Plugs	20	\$ 266.00	\$ 5,320.00	20	\$ 5,320.00	\$ -	\$ 5,320.00	100.0%	\$ -
16	6" Sewer Services	3	\$ 4,114.00	\$ 12,342.00	3	\$ 12,342.00	\$ -	\$ 12,342.00	100.0%	\$ -
17	Connect Existing Sewer to New Manhole	9	\$ 2,705.00	\$ 24,345.00	9	\$ 24,345.00	\$ -	\$ 24,345.00	100.0%	\$ -
18	Connect to Existing Service Line	7	\$ 2,313.00	\$ 16,191.00	7	\$ 16,191.00	\$ -	\$ 16,191.00	100.0%	\$ -
19	Connect Force Main to New Manhole		\$ 2,681.00	\$ -		\$ -	\$ -	\$ -		\$ -
20	Connect to Existing Manhole and Repair	2	\$ 1,050.00	\$ 2,100.00	2	\$ 2,100.00	\$ -	\$ 2,100.00	100.0%	\$ -
21	Cleanout w/ Box & Cover	1	\$ 560.00	\$ 560.00	1	\$ 560.00	\$ -	\$ 560.00	100.0%	\$ -
22	Repair Concrete Curb	10	\$ 397.00	\$ 3,970.00	10	\$ 3,970.00	\$ -	\$ 3,970.00	100.0%	\$ -
23	Repair Concrete Flume	10	\$ 462.00	\$ 4,620.00	10	\$ 4,620.00	\$ -	\$ 4,620.00	100.0%	\$ -
24	Install Flowable Fill to Abandon 16" Line	360	\$ 10.00	\$ 3,600.00	360	\$ 3,600.00	\$ -	\$ 3,600.00	100.0%	\$ -
25	Seeding and Mulching	2200	\$ 13.00	\$ 28,600.00	2200	\$ 28,600.00	\$ -	\$ 28,600.00	100.0%	\$ -
26	Pavement – Mill and Replace (Type 6) with Pavement Markings	75	\$ 194.00	\$ 14,550.00	75	\$ 14,550.00	\$ -	\$ 14,550.00	100.0%	\$ -
27	Sewer Flow Control	1	\$ 91,088.00	\$ 91,088.00	1	\$ 91,088.00	\$ -	\$ 91,088.00	100.0%	\$ -
28	Siltation and Erosion Control	1	\$ 19,422.00	\$ 19,422.00	1	\$ 19,422.00	\$ -	\$ 19,422.00	100.0%	\$ -
29	Open Cut of New Paul Rd With Casing Pipe Backfill and Asphalt	40	\$ 781.00	\$ 31,240.00	40	\$ 31,240.00	\$ -	\$ 31,240.00	100.0%	\$ -
30	12" PVC Sewer Line installed	150	\$ 292.00	\$ 43,800.00	150	\$ 43,800.00	\$ -	\$ 43,800.00	100.0%	\$ -
31	24" PVC, SDR 26, Gravity Sewer Inside existing Trench	1225	\$ 340.00	\$ 416,500.00	1225	\$ 416,500.00	\$ -	\$ 416,500.00	100.0%	\$ -
32	4" Vent Pipe Assembly & Installation	3	\$ 8,965.00	\$ 26,895.00	3	\$ 26,895.00		\$ 26,895.00	100.0%	\$ -
33	18" PVC, SDR26, Gravity Sewer	287	\$ 335.00	\$ 96,145.00	287	\$ 96,145.00		\$ 96,145.00	100.0%	\$ -
34	15" PVC SDR26 , Sewer Pipe	364	\$ 45.70	\$ 16,634.80	364	\$ 16,634.80		\$ 16,634.80	100.0%	\$ -
35	CANCELLED 18 X 6 WYE Restocking Fee	1	\$ 362.19	\$ 362.19	1	\$ 362.19		\$ 362.19	100.0%	\$ -
36	Restocking fees on invoice 1106267 Items for force main connections	1	\$ 1,120.70	\$ 1,120.70	1	\$ 1,120.70		\$ 1,120.70	100.0%	\$ -
37	Repair Concrete Driveway and sidewalk	3	\$ 397.00	\$ 1,191.00	3	\$ 1,191.00		\$ 1,191.00	100.0%	\$ -
Totals				\$ 2,881,980.00		\$ 2,881,980.00		\$ 2,881,980.00	100.0%	\$ -

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This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional
Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.I. Approve Professional Services Agreement and Scope of Work with NaviRetail, Inc. for Economic Development Services.

Department: Economic Development

Presented By: Thomas Broeker

Item Attachments: 1. NaviRetail SOW and PSA

Summary:

This is an agreement and scope of work to continue receiving economic development services from NaviRetail, Inc.

Background Information:

This is a renewal of the agreement with NaviRetail to provide various economic development services to the city. These services include providing market analysis and retail recruiting services.

Financial Summary:

The cost for FY 2025-2026 is \$36,000.

Staff Recommendation:

Staff recommends approval.

PROPOSED

SCOPE OF WORK

Continued Market Analysis and Retail Recruitment Services

La Vergne, Tennessee

July 2025

Fort Worth Office

201 Main Street
Suite 600
Fort Worth, Texas 76102

Memphis Office

5100 Poplar Avenue
Suite 2700
Memphis, Tennessee 38137



Casey Kidd, CEO
NaviRetail Inc.
201 Main Street
Suite 600
Fort Worth, Texas 76102

July 1, 2025

Mayor Jason Cole
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

Re: Continued Market Analysis and Retail Recruitment Services

Mayor:

I want to take this opportunity to thank you for allowing us to continue serving La Vergne's market research and recruitment needs. We look forward to continuing our work as well as making sure that the city is well-positioned in the retail marketplace.

As we've discussed in the past, we do things very differently, and I truly believe this approach is exactly what the city needs in order to accomplish its many development goals.

As a company, we take great pride in ensuring that every detail of a project is not only recognized, but also, addressed in a very intentional manner. Our approach to every project prioritizes the following:

1. Quality over quantity
2. Cutting-edge creativity
3. Commitment and perseverance

We believe that every project should begin with a well-defined plan; however, I can't emphasize enough the need for economic responsibility and sustainability when crafting this plan. We are full-fledged supporters of new business development while also maintaining economic sustainability amongst current businesses in La Vergne.

With your help, I believe that we can not only accomplish the goals of the city, but exceed them in every way. I am confident we will have success, and I can't wait to see La Vergne thrive like we all know it should.

Please review the following Scope of Work; and if you should have any questions, feel free to contact me directly via phone at (901) 654-0785 or e-mail at casey@naviretail.com.

Sincerely,

Casey Kidd, CEO

EXECUTIVE
SUMMARY



EXECUTIVE SUMMARY

You might be asking yourself: *Why is _____ not here? or How come we don't have a _____?*

The answers to these questions vary from scenario to scenario, but one thing remains true for all: If they could be there, they would be. Our goal is to find out what is keeping them from being there and mitigate any issues that might stand in the way of them locating.

Continued Market Analysis & Retail Recruitment Services

Phase 1: Critical Path Method (CPM)

We will meet with the economic development staff to organize efforts and determine the CPM for future development in La Vergne. This step ensures our process remains both efficient and pragmatic.

Phase 2: Updated Data Gathering & Collection

We will start by gathering all the necessary data and facts about the area. This data focuses primarily on those who frequently shop and eat in the area, not just those who live within the La Vergne city limits.

Phase 3: Updated Market Analysis & Mobility Assessment

We will use market insights to study the patterns and trends concerning La Vergne's consumers. With this information, we can better affect recruitment. This helps us to "zero-in" on prospective business targets.

Phase 4: Updated Reports & Market Findings

We will create comprehensive reports to better convey what this information means. What good is all of this useful information if presented in a way that is hard to digest or understand? Simple is better and that's exactly our approach.

Phase 5: Follow-up Community Forum & Recruitment Workshop

We will host two separate seminars in La Vergne where local stakeholders, developers, and businesses all have a chance to network as well as receive relevant market data. Community buy-in is imperative.

Phase 6: Updated Retailer Matching & Targeting Strategies

We will match the city's data to businesses that are a fit for La Vergne. Effective targeting is crucial to the success of our recruitment efforts. This is why possessing in-depth data about the city's consumers proves to be so important.

Phase 7: Updated Site Matching & Inventory Assessment

We will match targeted businesses with sites that would best suit them. Matching retailers with sites that fit their consumer's psychographic profile and spending trend is paramount when courting a business prospect.

Phase 8: Hotel Monitoring & Feasibility Study (Optional +\$12,000)

We will prepare a hotel feasibility study for a proposed hotel property in La Vergne so that NaviRetail has adequate and necessary marketing collateral while attracting prospective hotel developers to the city.

Phase 9: Updated Action Items & Recommendations

We will identify and address any issues that might be hindering the city's development goals. We will submit relevant recommendations that serve to mitigate obstacles that would slow down the development process.

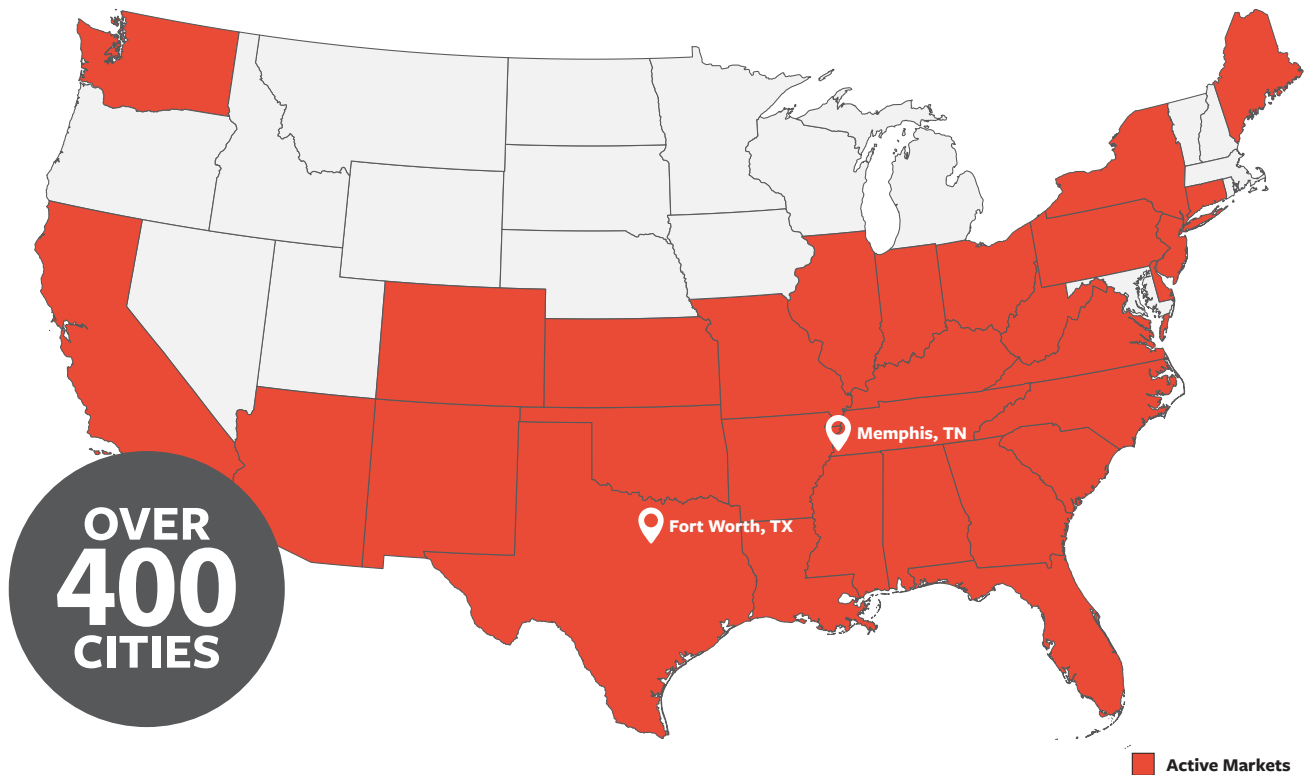
Phase 10: Continued Business Recruitment & Retention

We will begin contacting targeted retailers and developers on the city's behalf. This is where our vast network of industry connections with both retailers and developers is such a value to La Vergne. Having a "foot in the door" speeds up this process tremendously.

COMPANY BACKGROUND &
EXPERIENCE



OUR **COMPANY**



ABOUT US

Founded in 2016, NaviRetail quickly became the industry leader in economic development consulting and new business recruitment. The tenure of several employees at other companies provided a new perspective on the retail recruitment industry and has allowed NaviRetail to differentiate itself from competitors.

NaviRetail team members have worked in as many as 30 different states and over 400 communities all across the U.S. With over 50 years in combined experience, we are shedding new light on the retail recruitment industry. This perspective is mandatory to recruit the retailers your constituents want to see.



Clark Tower - Memphis, Tennessee Office



Wells Fargo Tower - Fort Worth, Texas Office

We want to show you the retail potential La Vergne has and also allow you the opportunity to work together with us during the process. This is the part of our job that we love the most. Developing relationships and working directly with communities are the key elements to success.

We are dedicated to becoming a full-fledged community partner, as this is the exact sort of environment which yields success. We will bridge the gap between both the public and private sectors.

About the CEO



Casey Kidd

Chief Executive Officer

A native of North Mississippi, Casey Kidd has worked as an economic development consultant across the U.S. for more than a decade. His passion for unconventional data analysis, combined with his knack for working deals for cities from start to finish, make him a well-suited match for the ever-changing retail market. Kidd has worked with government officials and stakeholders in over 400 communities and 30 states — and can likely tell you the exact address of city hall, the nearest Walmart, and the best local brewery in each of them.

Aside from his expertise in data analysis and placemaking, Kidd is largely guided by his personal relationships with national retailers. These connections give him an insider's perspective into specifics retailers look for when considering a new site, as well as how cities can position themselves more competitively in today's market.

Early in his career, Kidd developed the first technology for interpreting cell phone data to track consumer movement and spending; and he continues to be committed to giving back to the industry with the development of cutting edge technology.

Before his love for data and dealmaking sent him on the road, Casey traveled as a professional musician and composer. His work is still brought to life by groups across the world, while he spends most of his days now on an airplane (possibly one he's piloting), on the phone, or at a desk making deals happen for small town America.

Board of Directors



Casey Kidd

**President &
Chief Executive Officer**



Walker Wright

**Vice President &
Director of Sales**



Dan Umberger

**Treasurer &
Director of Operations**



Jeff Leathers

**Secretary &
General Counsel**

PROPOSED

SCOPE OF WORK



SCOPE OF **WORK**

Phase 1

Critical Path Method (CPM)

Thank you for taking the initiative to be proactive rather than reactive. By hiring us, you're proving that the future development in La Vergne is a priority that cannot be ignored. Our critical path method (CPM) includes several discussion topics listed below. We look forward to kicking off this project with the city and discussing our approach.

Our plan, while not necessarily a step-by-step guide, will aid in the decisions the city will be making in determining the future for La Vergne. We will place much emphasis on ensuring economic democracy amongst current businesses so as not to change the self-managed enterprises that already exist in the local market.

We will thoroughly research and analyze various aspects about the community, even outside of the local economy, so that we offer the most complete perspective available by an outside firm. The topics presented will be done so in a diplomatic fashion, but with the utmost importance placed on truth, accuracy, and pragmatism.

Topics To Be Covered:

This list is simply a minimum list of topics to be included and is expected to grow as this process continues and our data is gathered.

- Business Feasibility and Consumer Targeting
- Overall Aesthetics of the La Vergne Market
- Government Organization and Economic Solidarity
- Inclusion and Availability of Small Business Resources
- Available Properties Highest and Best Uses
- Future Housing Development
- Infrastructure Improvements and Expansion
- Retail Education and Current Business Development
- Tourism Planning and Staffing Considerations
- Young Talent Retention Strategies
- Workforce Development and Education

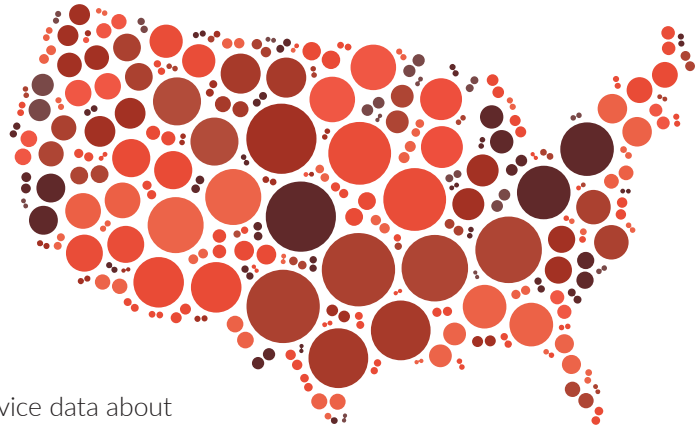


SCOPE OF **WORK**

Phase 2

Updated Data Gathering & Collection

- 1 Identify Existing Businesses**
NaviRetail will continue to identify existing businesses in the market to survey the base of all the consumers present in the market.
- 2 Ping Mobile Device Data**
NaviRetail will continue to collect mobile device data about these consumers to better understand their trends and patterns.
- 3 Collect Demographics, Psychographics, and Leakage/Surplus Data**
NaviRetail will continue to collect and update all relevant demographic, psychographic, and sales leakage/surplus data to be paired with relevant mobile device data.

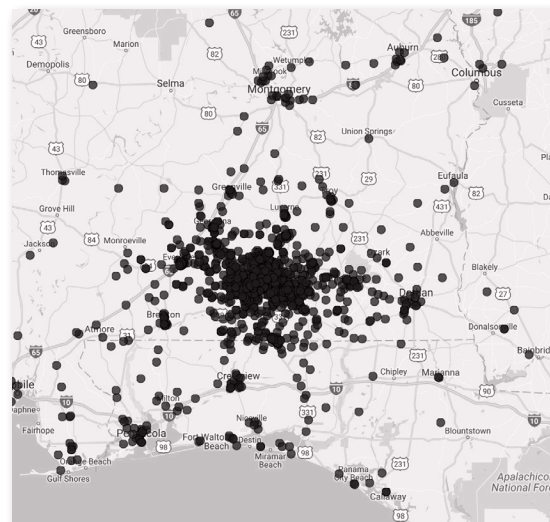
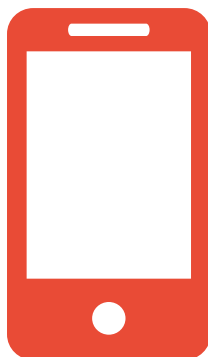


How do you do that?

Through strategic partnerships, NaviRetail has the ability to track the GPS in location-enabled devices all across the United States. This data shows us where consumers live, work, and even where they were leading up to the surveyed retail location.

Why is this important?

Possessing accurate data is paramount. Retailers rely heavily on specific data regarding their consumers, and thankfully – NaviRetail is able to provide them with just that. Being able to show them what's happening in a given market is the first step to effective retail recruitment.





SCOPE OF **WORK**

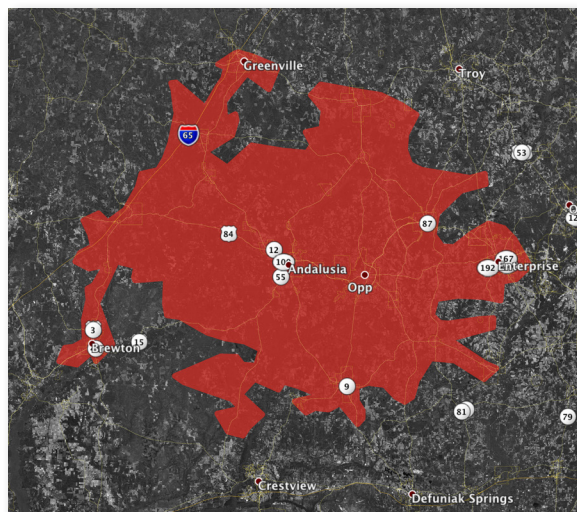
Phase 3

Updated Market Analysis & Mobility Assessment

- 1 Determine Retail Trade Area(s)**
NaviRetail will evaluate the Retail Trade Areas for your market by filtering through the mobile device data collected, leaving only the most frequent consumers.
- 2 Pair Data Sets**
NaviRetail will pair geographic data with other data sources that may include consumer spending surveys, credit card transactions, and lifestyle attributes.
- 3 Analyze Collected Data**
NaviRetail will thoroughly analyze the demographics, psychographics, and leakage/surplus data to determine who your consumers are and what they're buying elsewhere.
- 4 Compare Peer Communities**
NaviRetail will identify peer communities with similar demographics that already possess the desired retail offerings the city seeks, helping to better understand how and why they located where they did.
- 5 Identify Competing Communities**
NaviRetail will identify competing communities that might be causing consumers to leave the city to purchase a particular good or service, ultimately causing retail sales to leak outside the city.

Why is this important?

Knowing the consumers in a given market is essential for targeting suitable retailers. We spend quite a bit of time gathering and analyzing information to accomplish this. In the end, the retailers feel most confident in their decision when they can depend on the information we've provided, even after a store is built.





Updated Reports & Market Findings

- 1 NaviRetail will update marketing pieces for the city that contains pertinent information retailers and developers might want to see in first conversations.

- 2 NaviRetail will update all the collected demographic, psychographic, and leakage/surplus data into comprehensive reports, allowing the city to understand their standing in the local market.

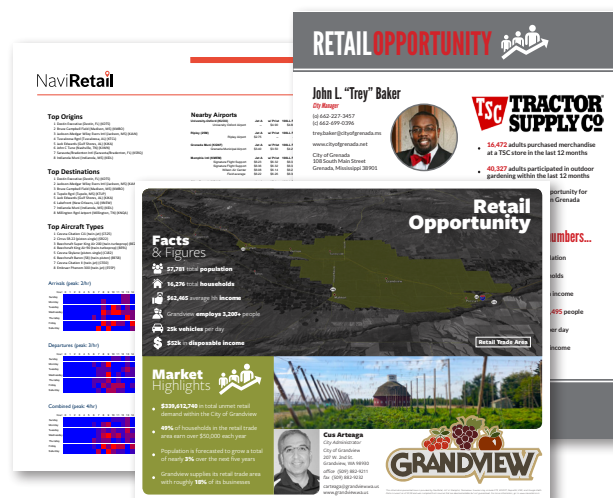
3 NaviRetail will update our report detailing the identified peer communities that are similar, as well as information about how they might have obtained their current selection of retailers.

4 NaviRetail will update our report that lists the current competing communities of the city, threats that they might impose, as well as potential opportunities that exist because of their current situation.

- 5 NaviRetail will update several different radial and drive-time reports, allowing for fast access of general demographic information if needed by the city or members of NaviRetail while at trade shows.

Why is this important?

Not only do we provide you valuable data about your consumers, but we also compile it into a format retailers want to see. Branding is an extremely powerful tool when reaching out to retailers; therefore, we ensure that all of your reports are not only helpful, but also eye-catching and consistent. This is very influential when retailers are reviewing the facts about your consumers and Retail Trade Area.





SCOPE OF **WORK**

Phase 5

Follow-up Community Forum & Recruitment Workshop

1 *Host* Seminars for Local Businesses & Stakeholders

NaviRetail will host two additional (2) seminars in La Vergne:

The first seminar will invite local businesses and other major stakeholders to help identify ways in which to enrich the current retail landscape in La Vergne.

The second seminar will invite the City Council and the Planning / Zoning Commission to come and learn about what retail recruitment entails and ultimately means for the city as we work through this process together.

2 *Connect* Locals with Opportunities for Development or Franchising

NaviRetail will educate stakeholders about development and franchising opportunities, gather contact information, and follow-up with interested parties about how to get involved.

3 *Identify* Potential Development & Redevelopment Opportunities

NaviRetail will identify and pursue potential development and redevelopment opportunities involving those locally that might be interested in helping with future development or redevelopment in the area.

Why is this important?

Connecting with local stakeholders is essential for getting the entire city on the same page. We prefer to do this prior to starting recruitment rather than after the fact. This way, if there are any potential issues, we can mitigate those on the front end - not after we have an interested party.





SCOPE OF **WORK**

Phase 6

Updated Retailer Matching & Targeting Strategies

- 1 Analyze Retail Wish List**
NaviRetail will continue to collect and analyze a "retail wish list" from the city. This is a list of retailers that constituents have expressed they would like to see added to La Vergne's retail base.
- 2 Identify Expanding Retailers**
NaviRetail will identify and track retailers that are currently expanding, as well as keeping a mindful watch on retailers who are currently not expanding, but might potentially be in the near future.
- 3 Create Retailer Target List**
NaviRetail will update a list of retailer targets that fit La Vergne's demographics and needs. This list will be a combination of matches from the retail wish list, as well as other targets added by NaviRetail.

Why is this important?

Knowing who to target at trade shows and events is sometimes half the battle of recruiting retail. The retail recruitment industry is changing at a very fast pace. Going blindly after retailers can not only be ineffective, but possibly even detrimental.

NaviRetail focuses on tracking movement in the retail industry so that we always know who, when, and how to target the retailers we've matched to La Vergne.





SCOPE OF **WORK**

Phase 7

Updated Site Matching & Inventory Assessment

- 1** **Catalog Available Properties**
NaviRetail will continue to research and catalog the current available properties for retail in La Vergne. This property database information is essential for next steps when we identify an interested party.
- 2** **Match Sites to Retailer Targets**
NaviRetail will use the compiled property database in conjunction with our retailer match list to determine which available properties would be best for the targeted retailers.
- 3** **Determine Any Potential Issues**
NaviRetail will identify potential issues or obstacles that may exist concerning a retailer locating on a given property. We will also work to mitigate these issues before the initial contact with the retailer.

Why is this important?

The retailers always take the path of least resistance and the more information we can provide them initially, the better the chance is that they'll take it back to the office and do their own research.

By collecting and organizing some of this information for the retailers, we streamline the recruitment process. This allows us to see results faster rather than waiting for our initial contact with the retailers to collect and sort this data.





SCOPE OF **WORK**

Phase 8 (Optional)

Hotel Monitoring & Feasibility Study

- 1 Collect Hotel Market Data**
NaviRetail will gather relevant market data from existing properties in the La Vergne hotel market area. This data will help serve La Vergne for both future developments and the retention of existing hotel properties.
- 2 Analyze Hotel Market Conditions**
NaviRetail will evaluate the hotel market in La Vergne to measure the market rebound from the COVID-19 pandemic. This includes a review of data from previous years, including the pandemic, and comparison to current market conditions.
- 3 Prepare Hotel Feasibility Study**
NaviRetail will prepare a Hotel Feasibility Study for the purposes of building a proposed property in La Vergne and the feasibility of this project thereof. This will detail the construction costs, land costs, and include market data to show whether this project would be feasible or not, and to what extent.

Why is this important?

We believe that adequate hotel lodging space is a very necessary piece of a town's overall tourism strategy. This ensures that the tourist or business traveler is able to make all purchases locally when suitable hotel properties are available near their final destination.





SCOPE OF **WORK**

Phase 9

Updated Action Items & Recommendations

- 1** **Send Progress Reports**
NaviRetail will send frequent progress reports to our point of contact throughout this project.
- 2** **Follow up with Stakeholders and Seminar Attendees**
NaviRetail will be available for contact by seminar attendees throughout this project.
- 3** **Identify Action Items and Recommendations**
NaviRetail will identify potential obstacles that stand in the way of development in La Vergne and recommend ways in which the city can work to mitigate these issues.

Why is this important?

It's difficult to fix a problem that you never knew was a problem. That's where our help proves to be invaluable to La Vergne.

We believe wholeheartedly that if development could happen without further city intervention, it would. When it hasn't already, we see it as our duty to identify and inform our clients how to be proactive in mitigating any issue that might hinder development.





SCOPE OF **WORK**

Phase 10

Continued Business Recruitment & Retention

1

Attend Retail Trade Shows

NaviRetail will attend the following trade shows on behalf of La Vergne (if deemed safe to do so):

- **Retail Live! Carolinas**
- **ICSC @ Monterey**
- **ICSC @ Carolinas**
- **ICSC @ Red River States**
- **Retail Live! Southeast**
- **ICSC @ Las Vegas**
- **ICSC @ New England**
- **ICSC @ Florida**
- **Retail Live! Southcentral**
- **ICSC @ PA/NJ/DE**
- **ICSC @ Western**
- **ICSC @ Central**
- **ICSC @ Southeast**
- **Retail Live! Southwest**
- **ICSC @ New York**



2

Contact Retailers

NaviRetail will contact the retailers listed on the Retailer Match List, at minimum, quarterly.

3

Contact Developers

NaviRetail will contact the developers listed on the Developer Match List, at minimum, quarterly.

Why is this important?

We believe that retail trade show marketing should be the core of any retail recruitment strategy. That is why we attend trade shows on behalf of our clients all across the United States.

Not only do we leverage our many years of industry connections on behalf of La Vergne, but we also employ checks and balances to make sure existing businesses continue to thrive while recruiting new ones.



SCOPE OF **WORK**

DevelopLaVergne.com

Website Maintenance & Updates

The DevelopLaVergne.com website is now live and will continued to updated by NaviRetail for the term of this agreement as provided below:

Ongoing: Content Updating

We will continue to update the website with new information as it is made available by the City for twelve (12) months from Effective Date.

Ongoing: Wordpress Hosting

We will continue to host the website and domain for twelve (12) months from Effective Date.

Ongoing: Domain Hosting

We will continue to host the website and domain for twelve (12) months from Effective Date.





TIMELINE & PRICING

Agreement is Signed

Both parties have fully executed the agreement.

First Payment

Once the agreement is signed, La Vergne shall remit **\$36,000*** to NaviRetail.

Phase 1: Critical Path Method (CPM)

This will be started immediately.

Phase 2: Updated Data Gathering & Collection

This will be started immediately.

Phase 3: Updated Market Analysis & Mobility Assessment

This will be completed 3-4 weeks after Project Kickoff.

Phase 4: Updated Reports & Market Findings

This will be completed 4-5 weeks after Project Kickoff.

Phase 5: Follow-up Community Forum & Recruitment Workshop

This will be completed 1-2 months after Project Kickoff, schedules permitting.

Phase 6: Updated Retailer Matching & Targeting Strategies

This will be completed within 3 months of Project Kickoff.

Phase 7: Updated Site Matching & Inventory Assessment

This will be completed within 4 months of Project Kickoff.

Phase 8: Hotel Monitoring & Feasibility Study (Optional +\$12,000)

This will be completed within 5 months of Project Kickoff.

Phase 9: Updated Action Items & Recommendations

This will be completed within 6 months of Project Kickoff.

Phase 10: Continued Business Recruitment & Retention

We will begin retailer/developer contacting once the retailer match list has been approved by La Vergne.

**Pricing is valid for thirty (30) days.*



PROJECT **DELIVERABLES**

- **Updated Community Demographic Profile**
- **Updated Primary & Secondary Retail Trade Areas Demographic Profiles**
- **Updated Primary & Secondary Retail Trade Areas Psychographic Profiles**
- **Updated Total Retail Trade Area Gap Analysis**
- **Updated Retail Marketing Flyer**
- **Updated Peer Communities Analysis**
- **Updated Competing Communities Analysis**
- **Updated Radial Demographic Profiles**
- **Updated Drive-time Demographic Profiles**
- **Follow-up Community Forum**
- **Follow-up Recruitment Workshop**
- **Updated Retailer Match List**
- **Updated Developer Match List**
- **Updated Available Property Database**
- **Hotel Feasibility Study (If Selected)**
- **Updated Action Items & Recommendations**
- **Continued Trade Show Attendance**
- **Continued Retailer Contacting**
- **Continued Developer Contacting**

PROFESSIONAL SERVICES

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This contract ("Agreement") is entered into as of the date this Agreement is signed by both parties ("Effective Date"), between the City of La Vergne ("the Client"), and NaviRetail Inc., a Mississippi Corporation ("the Contractor") (each a "Party" and collectively "Parties"), acting through their authorized representatives.

WHEREAS, the Client wishes to engage the services of the Contractor to assist the Client in their retail recruitment efforts ("the Project"). The Contractor wishes to provide services for **Continued Market Analysis and Retail Recruitment Services**, as described in this Scope of Work ("the Proposal").

THEREFORE, in exchange for the mutual obligations in this Agreement, and other consideration, the Parties agree as follows:

1. Term of Agreement

- 1.1 This Agreement commences on July 1, 2025 and continues until June 30, 2026.
- 1.2 The Parties may extend the term of this Agreement by mutual agreement in a writing signed by both Parties which specifically states it is extending the term of this Agreement.

2. Services by the Contractor

- 2.1 The Contractor shall perform the services in connection with the Project as set forth in the Proposal on the schedule set forth in the Proposal.
- 2.2 The Parties acknowledge and agree that any and all opinions provided by the Contractor in connection with the Proposal represent the professional judgment of the Contractor in accordance with the professional standard of care applicable by law to the services performed hereunder.
- 2.3 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the Client require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.
- 2.4 The Contractor shall furnish the facilities, equipment and personnel necessary to perform its obligations under this Agreement.
- 2.5 Except for the obligations and restrictions expressly contained in this Agreement, nothing contained herein shall prohibit Contractor from rendering services to any other municipal entities during the term of this agreement except for the radial area extending twenty-five (25) miles from 5093 Murfreesboro Road, La Vergne, Tennessee 37086.

3. Compensation to the Contractor

3.1 The Client shall remit one payment to the Contractor for **\$36,000.00** in accordance with the amounts listed in the Proposal. Payments are to be made within fifteen (15) days of the Effective Date.

3.2 The Contractor shall be entitled to no additional compensation under this Agreement unless the Parties agree to additional compensation in a writing signed by both Parties which specifically states it is altering the compensation due under this Agreement.

4. Termination

4.1. Either Party may terminate this Agreement immediately upon the material breach of the other Party.

5. General Obligations and Agreements

5.1 Amendments. Modifications or amendments to this Agreement are only effective if done in a writing signed by all Parties, which specifically states it is modifying or amending this Agreement.

5.2 Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Tennessee. The venue for any action pursuant hereto shall be in the appropriate state or federal court in Rutherford County, Tennessee.

5.3 Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

5.4 Entirety of Agreement. This Agreement and its attachments, if any, represent the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5.5 Ethics. The Contractor shall keep informed of and comply with all ethical standards governing the Contractor's profession.

5.6 Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

5.7 Indemnification. The Contractor shall indemnify, defend and hold harmless the Client and its agents, employees, successors and assigns from all claims, lawsuits, and liabilities arising out of the Contractor's performance (or failure to perform) under this Agreement.

5.8 Independent Contractor. The Contractor is an independent contractor, and not an employee of the Client, under this Agreement. The Contractor is not authorized to incur any obligation on behalf of the Client.

5.9 Ownership of Work Product. All work product, including but not limited to all documents, reports, records, materials and data resulting from performance of this Agreement and produced for the Client's exclusive use shall become the property of the Client upon completion of this Agreement. The Client agrees that it shall not alter, transform, or make derivative works of the product for the distribution or sale to any third-party. Any materials bearing the name or that of any specific retailer, developer, or other entity and/or not otherwise designated as being produced for the exclusive use of the Client shall not be considered as being produced for the exclusive use of the Client and shall remain the property of the Contractor.

5.10 Third-Party Beneficiary Rights. The Parties do not intend to create in any other person the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights and obligations in this Agreement operate only between the Parties and inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties have any right to enforce this Agreement, to any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

5.11 Time is of the Essence. Time is of the essence in all provisions of this Agreement.

5.12 Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

5.13 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been agreed to and duly executed by the authorized representatives of the parties hereto as of the Effective Date.

NaviRetail Inc.

Per: _____ Date: _____

Casey Kidd, CEO

– AND –

City of La Vergne

Per: _____ Date: _____

Mayor Jason Cole



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.J. Approve Consolidated Statement of Work and Renewal of Services Provided by CivicPlus.

Department: City Administrator

Presented By: Bruce Richardson, Glenn Green

Item Attachments: 1. Consolidated Statement of Work - CivicPlus - Renewal

Summary:

This is an item that will consolidate all of the services the city receives from CivicPlus into one annual Statement of Work and invoice.

Background Information:

The city currently uses the following CivicPlus products/services: City Website - including their Government Content Management System, CivicSend, two premium department headers, SSL certificate, Guardian Security, Chatbot, and a free redesign every four years; Agenda and Meeting Management System; Municipal Code Hosting and Codification Services; and Social Media Archiving.

These services currently renew at different times throughout the year. This will consolidate those renewals into one term. The first combined term of this consolidated Statement of Work will begin on July 1, 2026. This will not affect the current terms for each individual product.

Financial Summary:

The annual cost for these services in FY 2026-2027 is \$42,493.65. These items will be budgeted in next year's budget.

Staff Recommendation:

Staff recommends approval.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: La Vergne, TN

Bill To: La Vergne, TN

TN – La Vergne – Multiproduct - Statement of Work

QTY	Product Description	Amount
Websites, Accessibility		
1	Additional Users for CRT	1,099.23
1	CivicSend Annual Renewal	2,770.30
1	Premium Department Header Annual Fee- Municipal Websites Renewal	1,131.13
1	CivicPlus GCMS All-Inclusive	4,647.84
1	SSL Certificate Annual Fee	261.73
1	Municipal Websites AudioEye Managed Annual Fee Renewal	5,539.05
1	48 Month Redesign Ultimate Annual- Municipal Websites	-
1	Premium Department Header Annual Fee – Municipal Websites	1,131.13
1	Guardian Security (Cloudflare WAF/CDN)	630.00
1	CivicPlus Chatbot Subscription	4,385.75
		Total 21,596.16
AMM		
1	AMM Select: Pro Annual Fee Renewal	6,253.54
		Total 6,253.54
Codification		
3	Printed Copies and Freight Included	-
1	Online Code Hosting Premium Bundle Renewal	1,576.68
1	Full- Service Supplementation Subscription Renewal	4,746.26
1	Annual Print Supplementation Service Included Renewal	-
1	Quarterly Electronic Supplementation Service Included Renewal	-

		Total 6,322.94
SMA		
1	Social Media Archiving – Standard Renewal	8,321.01
		Total 8,321.01
Annual Recurring Services		USD 42,493.65

1. This renewal Statement of Work ("SOW") is between La Verge, TN ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") signed by the parties on July 7, 2023 and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from July 1, 2026 through July 30, 2027 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 10.K. Approve Street Paving and Striping for Fiscal Year 2025-2026.

Department: Streets

Presented By: Michael Dietz

Item Attachments:

1. Street Paving Quotes - FY 2025-2026
2. Street Striping Quotes - FY 2025-2026
3. Map - 2025-2026 Paving

Summary:

This is an item that will approve the proposed street paving and striping projects for FY 2025-2026.

Background Information:

The FY 2025-2026 street paving and striping list includes the following streets: 73rd Avenue, Alsup Lane, Campbell Place, Center Street, Fergus Road (portion), Floyd Mayfield Drive (portion), Frontier Lane, Ingles Street, Jefferson Pike, Madison Square Blvd. (portion), Mankin Street, Markum Drive, Mason Road (portion), Sanders Drive (portion), Sullivan Trail, Taylor Drive, and Tune Drive.

The estimates from Hawkins Asphalt and Kerr Brothers are attached for more details.

Financial Summary:

The total estimated cost of the paving and striping is \$1,287,475. The amount budgeted for FY 25-26 is \$1,160,000, but typically, the actual costs come in lower than the estimates. If the costs are higher than the budgeted amount, we will have to do a budget amendment.

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: 7/24/25
Street: _____ Job Name: Center Street
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

Asphalt Overlay: (Partial Mill)

- Partial Mill (**500 sq yds**) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**4,857 sq yds**) (**481 tons**)
- Cost ----- **\$57,546.00**

NOTE:

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

- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Fergus Road
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

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**1,300 sq yds**) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**1,300 sq yds**) (**128 tons**)
- Cost ----- **\$22,086.00**

NOTE:

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

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

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

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

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Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Frontier 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:

- Lay an average of **2.5"** of asphalt binder and compact (**860 sq yds**) 118 tons
 - Lay an average of **1.5"** of asphalt topping and compact (**860 sq yds**) 76 tons
- Cost ----- **\$24,572.00**

NOTE:

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

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Ingles, Cambell, Alsup, Tune, Markum, Mankin
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

Asphalt Overlay: (Partial Mill)

- Partial Mill (2,000 sq yds) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (17,574 sq yds) (1,692 tons)
- Cost ----- \$203,272.00

NOTE:

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

- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Jefferson Pike
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

Asphalt Overlay: (Partial Mill)

- Partial Mill (**1,850 sq yds**) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**26,000 sq yds**) (**2,431 tons**)
- Cost ----- **\$288,471.00**

NOTE:

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

- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Madison Square
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

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**1,731 sq yds**) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**1,731 sq yds**) (**172 tons**)
- Cost ----- **\$29,622.50**

NOTE:

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

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

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Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Mason/ Sanders
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

Asphalt Overlay: Mason/Sanders 200 ft in.

- Partial Mill (1,850 sq yds) @ \$3.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of 1.5" of asphalt topping and compact (15,950 sq yds) (1,502 tons)
-  Cost ----- \$174,211.00

Asphalt Overlay: Mason- Ingram to Bain

- Full Mill (4,610 sq yds) @ \$3.00 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of 1.5" of asphalt topping and compact (4,610 sq yds) (431 tons)
-  Cost ----- \$63,826.00

NOTE:

- Price is based on the original contract TDOT BBMI.
- Some leveling is included in quote. Any overage will be billed at the contract amount.
- No Base stone included in quote.
- Quote includes 200 ft into Sanders (Full Mill Area)
- 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
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Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Floyd Mayfield
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

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**1,115 sq yds**) @ \$3.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.5"** of asphalt topping and compact (**1,115 sq yds**) (**107 tons**)

Asphalt Overlay: (Partial Mill)

- Partial Mill (**1,000 sq yds**) @ \$3.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.5"** of asphalt topping and compact (**7,450 sq yds**) (**779 tons**)

■ Cost ----- **\$109,678.50**

NOTE:

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- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)

- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
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All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Sullivan Trail
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

Asphalt Overlay: (Partial Mill)

- Partial Mill (**500 sq yds**) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**4,780 sq yds**) (**474 tons**)
- Cost ----- **\$56,734.00**

NOTE:

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

- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/24/25
Street: _____ Job Name: Taylor Drive
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

Asphalt Overlay: (Partial Mill)

- Partial Mill (**850 sq yds**) @ \$3.50 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of **1.5"** of asphalt topping and compact (**7,811 sq yds**) (**773 tons**)
- Cost ----- **\$92,643.00**

NOTE:

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

- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____

PROPOSAL



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

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 7/8/25
Street: _____ Job Name: 73rd Ave.
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

Asphalt Overlay:

- Full Mill (4,378 sq yds) @ \$3.00 per SY
 - Clean existing asphalt
 - Apply SS1H tack coat if needed
 - Lay an average of 1.5" of asphalt topping and compact (4,378 sq yds) (409 tons)
- Cost ----- \$60,578.00

NOTE:

- **Price is based on the original contract TDOT BBMI.**
- **Some leveling is included in quote. Any overage will be billed at the contract amount.**
- **No Base stone included in quote.**
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible

- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

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

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

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

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

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

Date of Acceptance: _____ Signature: _____



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: MADISON SQUARE BLVD	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 7/23/25	

The following price is to layout & stripe the roads listed below with thermo plastic as per plans.

FROM MURFREESBORO RD TO TACO BELL/JIFFY LUBE 90 MIL THERMO:

Plastic Pvmr Mrkg (4" LINE)			
0.29 LM	@ \$5,000.00	LM	\$ 1,450.00
Plastic Pvmr Mrkg (STOP LINE)			
45 LF	@ \$25.00	LF	\$ 1,125.00
Plastic Pvmr Mrkg (TURN LANE ARROW)			
4 EA	@ \$220.00	EA	\$ 880.00
Plastic Pvmr Mrkg (STRAIGHT ARROW)			
2 EA	@ \$220.00	EA	\$ 440.00
Plastic Pvmr Mrkg (STANDARD CROSSWALK)			
95 LF	@ \$10.00	LF	\$ 950.00
			\$ 4,845.00

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

Payment to be made as follows:

Net Upon Completion 10 Days

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

Proposal valid for days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 7/23/25
--	-----------------



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: JEFFERSON PK	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 7/24/25	

The following price is to layout & stripe the roads listed below with thermo plastic as per plans.

FROM MURFREESBORO RD TO OLD NASHVILLE HWY 90 MIL THERMO:

Plastic Pvmt Mrkg (4" LINE)			
7.54 LM	@ \$5,000.00	LM	\$ 37,700.00
Plastic Pvmt Mrkg (STOP LINE)			
56 LF	@ \$25.00	LF	\$ 1,400.00
Plastic Pvmt Mrkg (TURN LANE ARROW)			
6 EA	@ \$220.00	EA	\$ 1,320.00
Plastic Pvmt Mrkg (90 MIL 8" DETAIL WORK)			
250 LF	@ \$6.00	LF	\$ 1,500.00
			<u>\$ 41,920.00</u>

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

Payment to be made as follows:

Net Upon Completion 10 Days

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

Proposal valid for days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 7/24/25
---------------------------------------	-----------------



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: FERGUS RD	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 7/23/25	

The following price is to layout & stripe the roads listed below with thermo plastic as per plans.

FROM MURFREESBORO RD TO WALMART RD 90 MIL THERMO:

Plastic Pvmt Mrkg (4" LINE)			
0.45 LM	@ \$5,000.00	LM	\$ 2,250.00
Plastic Pvmt Mrkg (STOP LINE)			
60 LF	@ \$25.00	LF	\$ 1,500.00
Plastic Pvmt Mrkg (TURN LANE ARROW)			
12 EA	@ \$220.00	EA	\$ 2,640.00
Plastic Pvmt Mrkg (CHANNELIZATION)			
20 SY	@ \$35.00	SY	\$ 700.00
Plastic Pvmt Mrkg (STRAIGHT/TURN ARROW)			
4 EA	@ \$440.00	EA	\$ 1,760.00
Plastic Pvmt Mrkg (STRAIGHT ARROW)			
12 EA	@ \$220.00	EA	\$ 2,460.00
			\$ 11,490.00

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

Payment to be made as follows:

Net Upon Completion 10 Days

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

Proposal valid for 30 days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 7/23/25
---------------------------------------	-----------------



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: SANDERS DR	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 7/23/25	

The following price is to layout & stripe the roads listed below with thermo plastic as per plans.

FROM MASON RD TO FIRST DRIVEWAY 90 MIL THERMO:

Plastic Pvmt Mrkg (4" LINE)			
0.11 LM	@ \$5,000.00	LM	\$ 550.00
Plastic Pvmt Mrkg (STOP LINE)			
15 LF	@ \$25.00	LF	\$ 375.00
			\$ 925.00

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

Payment to be made as follows:

Net Upon Completion 10 Days

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

Proposal valid for days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 7/23/25
---------------------------------------	-----------------



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: FLOYD MAYFIELD DR	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 7/24/25	

The following price is to layout & stripe the roads listed below with thermo plastic as per plans.

FROM MURFREESBORO RD TO TAL LANE 90 MIL THERMO:

Plastic Pvmt Mrkg (4" LINE)			
2.24 LM	@ \$5,000.00	LM	\$ 11,200.00
Plastic Pvmt Mrkg (STOP LINE)			
90 LF	@ \$25.00	LF	\$ 2,250.00
Plastic Pvmt Mrkg (TURN LANE ARROW)			
2 EA	@ \$220.00	EA	\$ 440.00
Plastic Pvmt Mrkg (4" DOTTED LINE)			
200 LF	@ \$2.50	LF	\$ 500.00
Plastic Pvmt Mrkg (90 MIL 8" DETAIL WORK)			
400 LF	@ \$6.00	LF	\$ 2,400.00
			<u>\$ 16,790.00</u>

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

Payment to be made as follows:

Net Upon Completion 10 Days

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

Proposal valid for 30 days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 7/23/25
--	------------------------



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

PROPOSAL

Proposal created for: CITY OF LAVERGNE		Job Name: MASON RD	
Address ATTN: DOUG		Job address:	
City, State Zip		City, State Zip:	
Phone	Fax	Date Submitted 7/23/25	

The following price is to layout & stripe the roads listed below with thermo plastic as per plans.

FROM BAIN DR TO INDUSTRIAL BLVD 90 MIL THERMO:

Plastic Pvmt Mrkg (4" LINE)			
4.87 LM	@ \$5,000.00	LM	\$ 24,350.00
Plastic Pvmt Mrkg (STOP LINE)			
70 LF	@ \$25.00	LF	\$ 1,750.00
Plastic Pvmt Mrkg (4" DOTTED LINE)			
200 LF	@ \$2.50	LF	\$ 500.00
Plastic Pvmt Mrkg (TURN LANE ARROW)			
2 EA	@ \$220.00	EA	\$ 440.00
Plastic Pvmt Mrkg (CHANNELIZATION)			
35 SY	@ \$35.00	SY	\$ 1,225.00
			<u>\$ 28,265.00</u>

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

Payment to be made as follows:

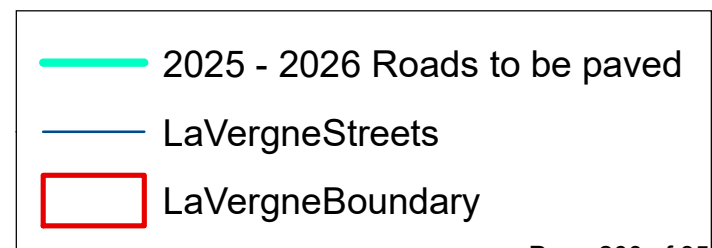
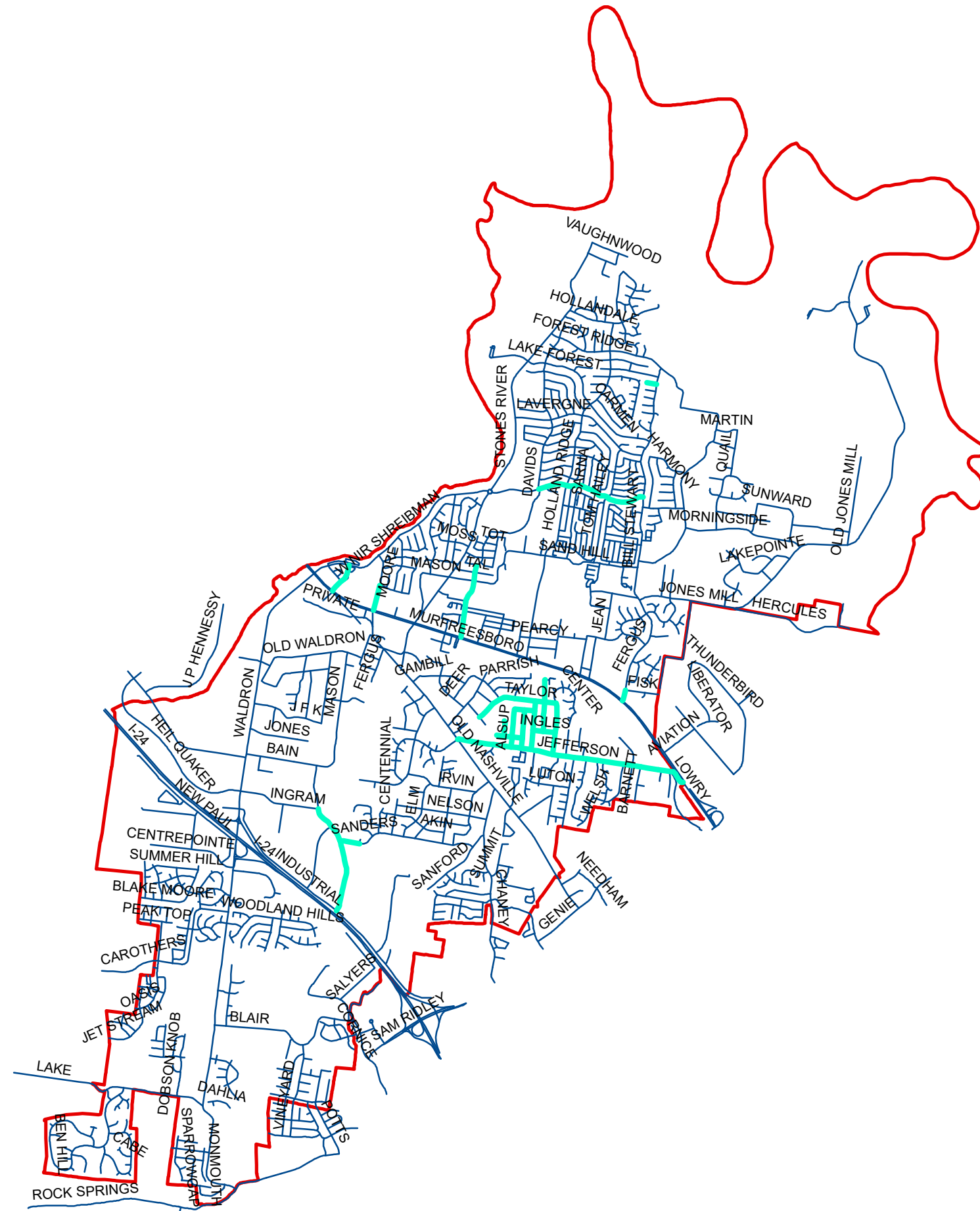
Net Upon Completion 10 Days

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

Proposal valid for days.

ACCEPTANCE SIGNATURE _____

Authorized Signature ROBBY MALLORY	Date 7/23/25
---------------------------------------	-----------------





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 11. First Reading - **Ordinance #2025-21** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 38. Property Consists of Approximately 4.36 Acres. Property Located at 782 Waldron Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: C-2 (Highway Service Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 24, 2025. A public hearing will be held on Thursday, August 7, 2025 at 5:45 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2025-21

Summary:

This is an ordinance to rezone property located at 782 Waldron Road from R-1 to C-2.

Background Information:

The applicant is requesting to rezone approximately 4.36 acres from R-1 (Low Density) to C-2 (Highway Service Commercial). The property is located at 782 Waldron Road.

The applicant has not disclosed any specific plans regarding the future development of this property.

The main zoning in the area is R-1 and R-3 in the Mission Hills development. This request lies very close to the future Twinning Station PDR as well.

The property that borders this site on all sides is R-1 which is Low Density Residential.

Financial Summary:

Revenues: The city should receive impact fees and property taxes from any development of the property.

Expenditures: Other than normal services being provided by the city, there are no specific expenditures

required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2025-21

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 29, PARCEL 38. PROPERTY CONSISTS OF APPROXIMATELY 4.36 ACRES. PROPERTY LOCATED AT 782 WALDRON ROAD. CURRENT ZONING: R-1 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT; PROPOSED ZONING: C-2 (HIGHWAY SERVICE COMMERCIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Cory McClellan, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on June 24, 2025, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 29, Parcel 38 from a R-1 (Low Density Residential) Zoning District to a C-2 (Highway Service Commercial) Zoning District. This property consists of approximately 4.36 acres and is owned by the Cory McClellan who submitted application #ZR-2025-02 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2025-02

(Assigned by the City Recorder)

Date Submitted: 5-15-2025

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☒ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Cory McClellan Phone #: 615-830-7944

Business: _____ E-Mail: _____

Address: 782 Waldron Rd. Best Way to Contact: Phone

City: LaVergne State: TN Zip: 37086
(Mail, E-Mail, Phone)

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
29	38.00	R1	C2	4.36	Cory McClellan

*** Reason for Rezoning must be included on an attached sheet.

Project Name: McClellan Rezoning
Project Address: 782 Waldron Rd. La Vergne, TN. 37086
Existing Land Use: Residential
Proposed Land Use: Commercial
Total Acreage of Project / Rezoning: 4.36

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature: Cory McClellan Date: 5-14-25

Certification Statement

I hereby certify that Cory McClellan is the owner of
the property located at 782 Waldron Rd. LaVergne, TN 37086
which is the subject of this application, and that I, _____,
in my capacity as _____, am authorized to sign
this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in
any action taken heron being declared null and void. I further understand that pursuant to
TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise
providing false information with the intent to mislead a public servant in the performance
of his duty is punishable as a Class B misdemeanor.

Cory McClellan
Signature

5-14-25
Date

Cory McClellan
Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the
owner's signature if the owner of the subject property is a corporation, limited liability
company, partnership, association, trustee, etc., or if someone other than the owner signs
the application. All Certification Statements **must** be notarized.

Michael Tune
Notary Signature

5/14/25
Date



City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

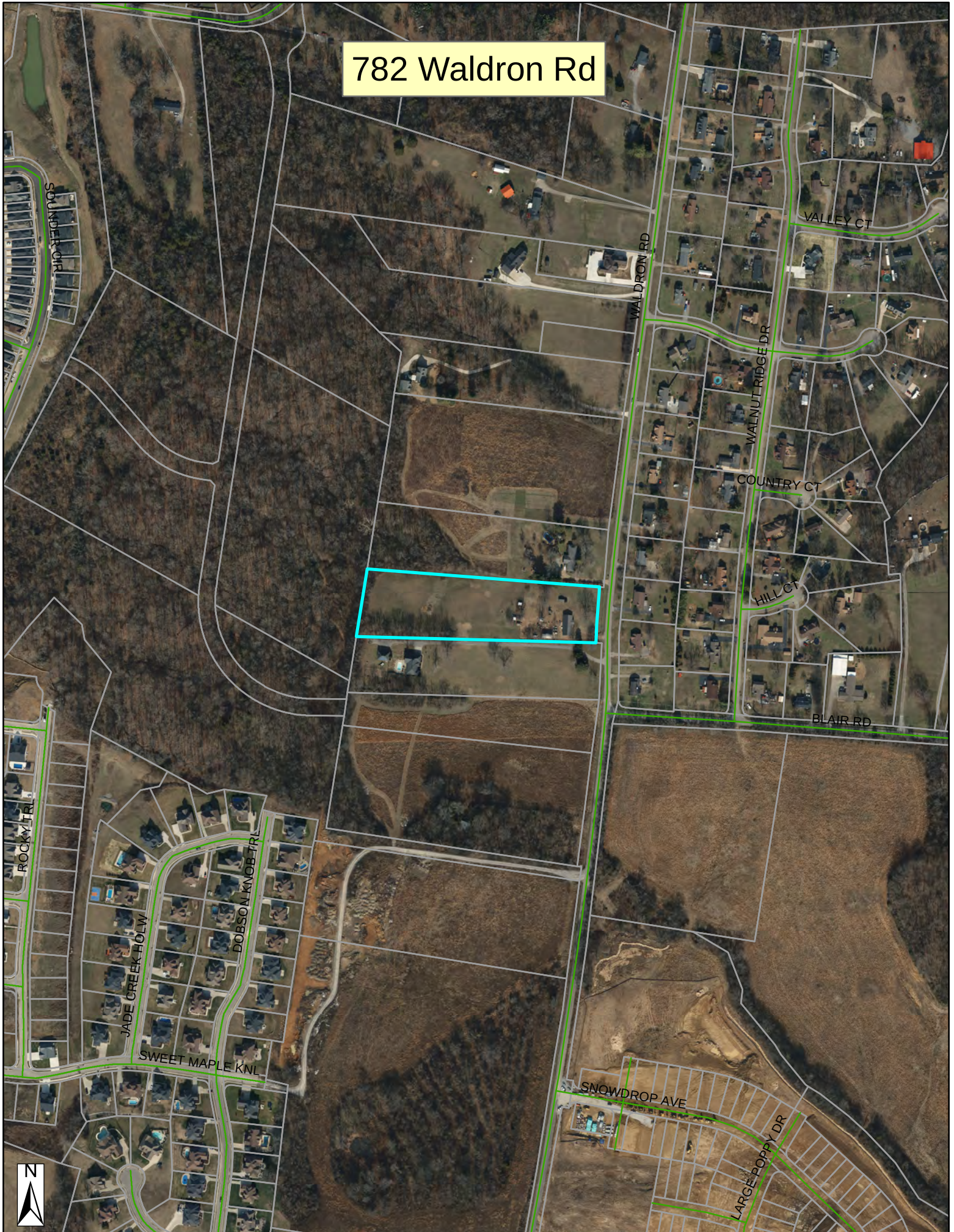
782 Waldron Rd

WALDRON RD

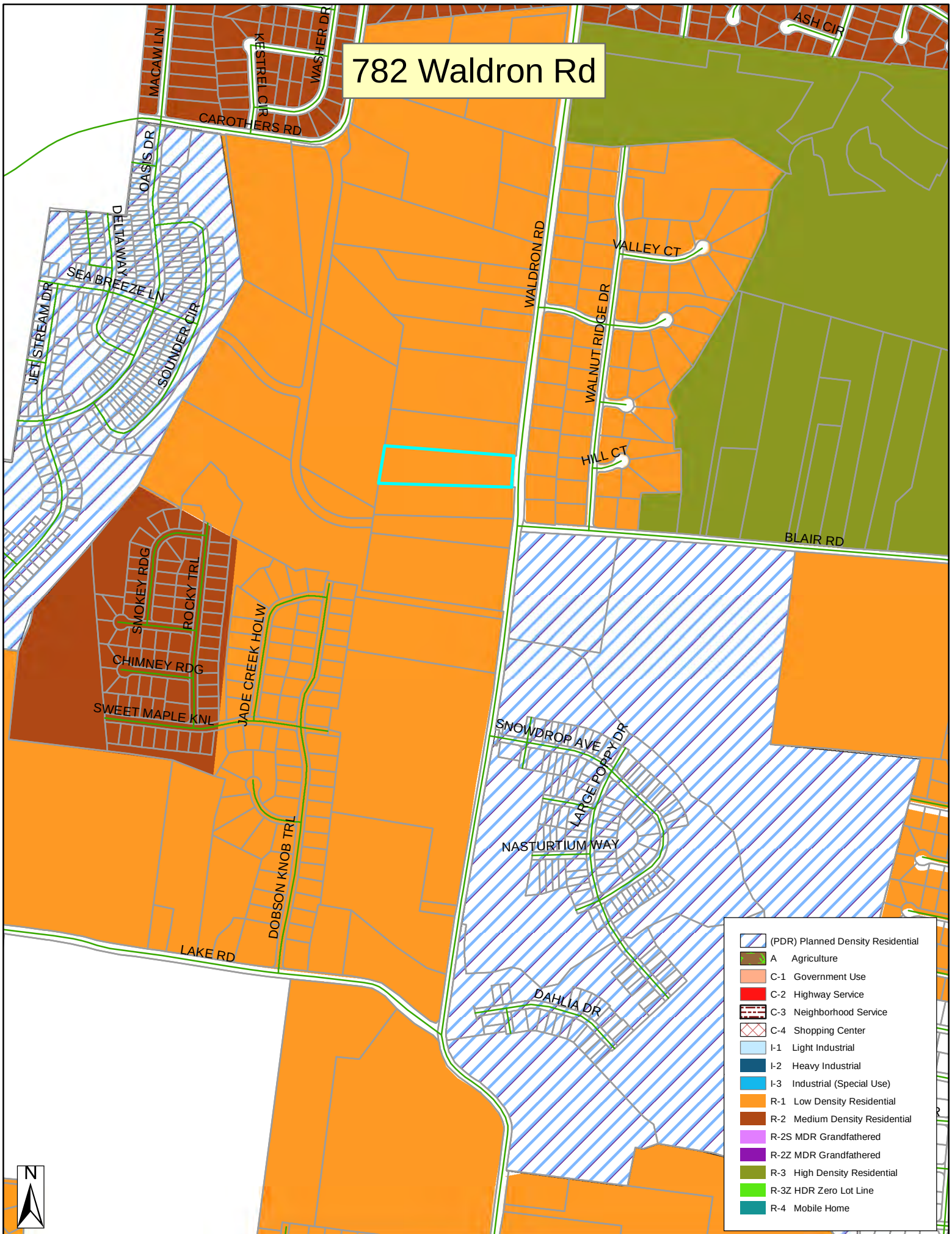
BLAIR RD



782 Waldron Rd



782 Waldron Rd







PLAT MAP

Borrower/Client Cory D. & Tracy G. McClellan

Address 782 Waldron Road

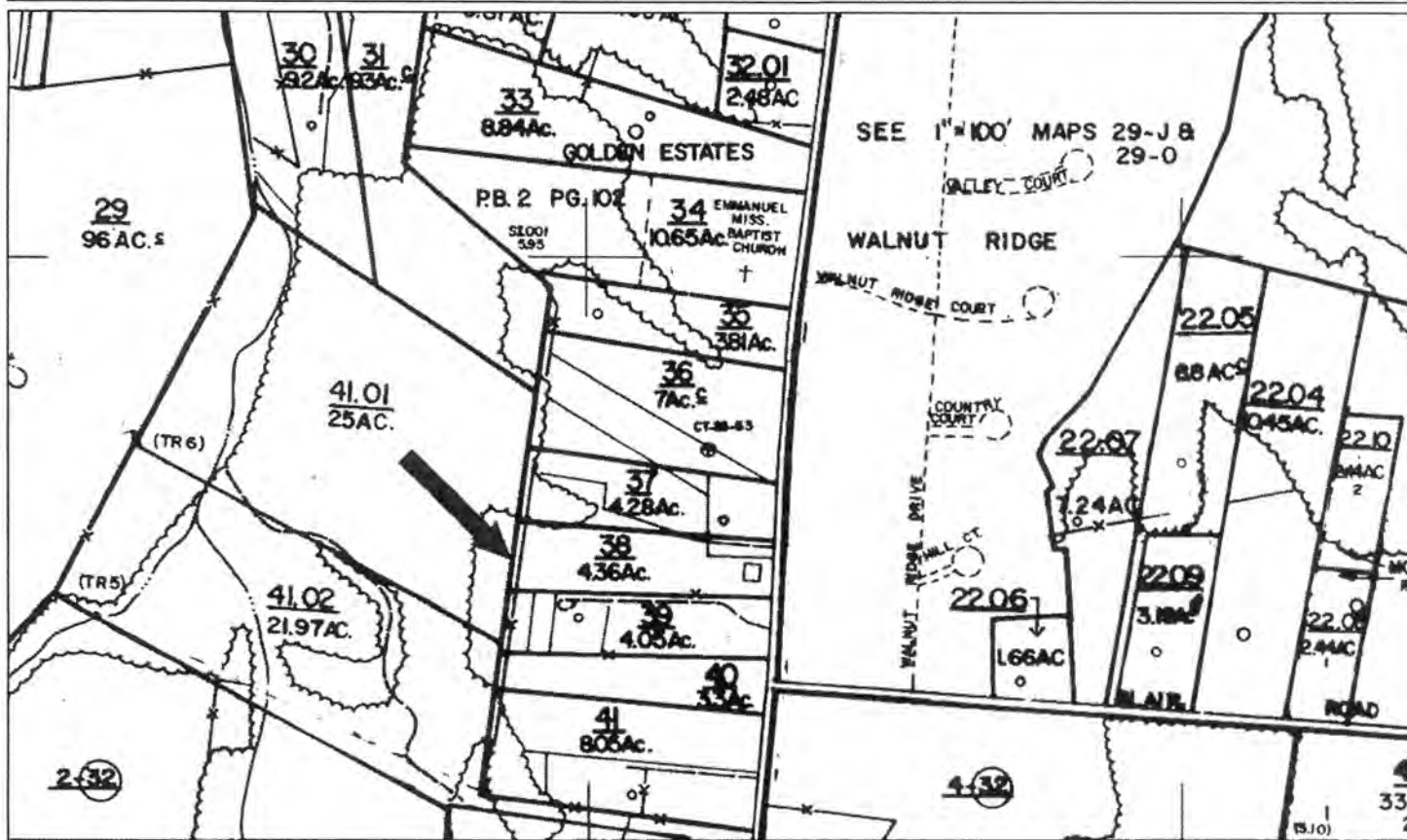
Unit No. N/A

City LaVergneCounty Rutherford

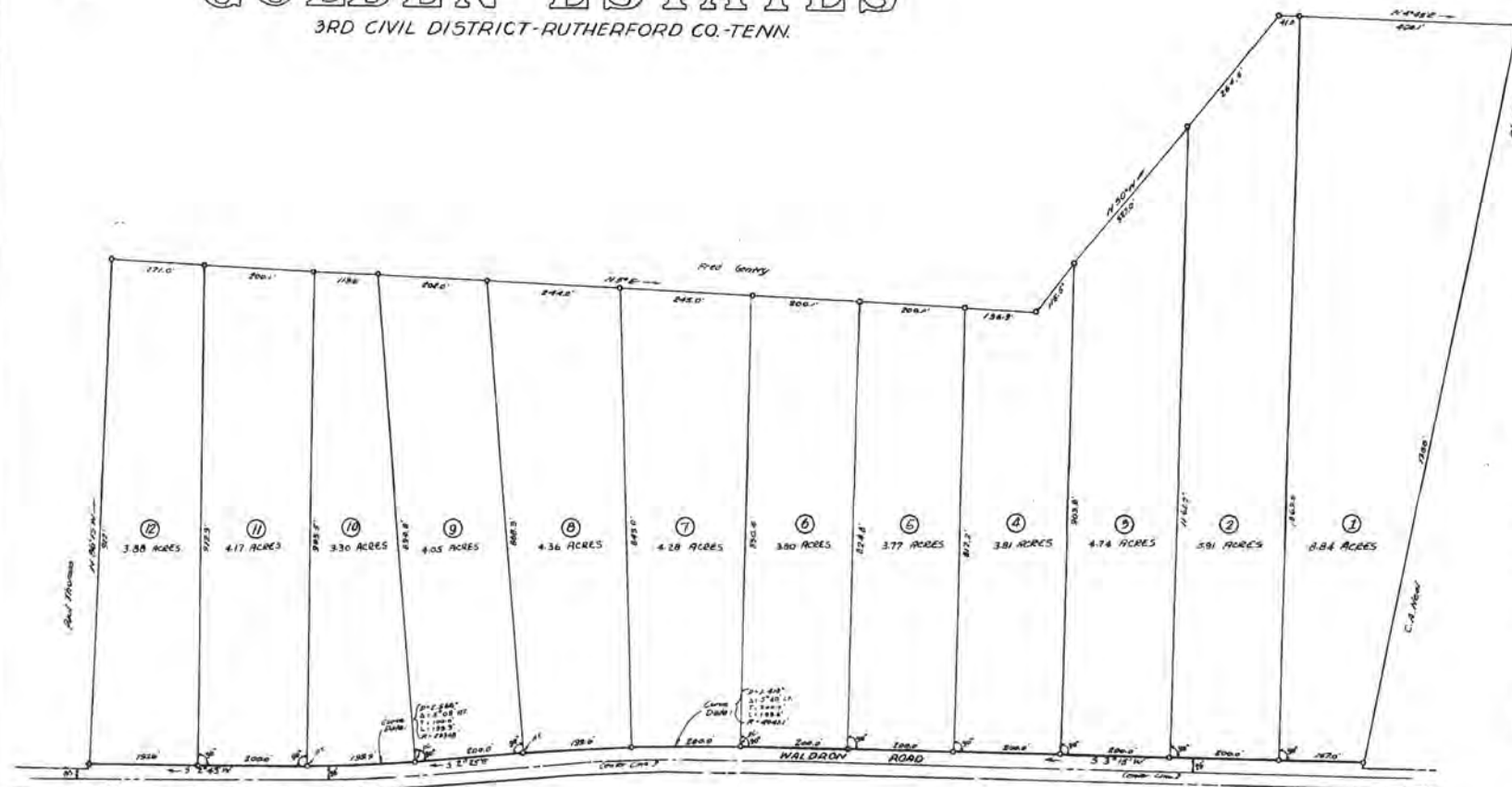
State TN

Zip Code 37086

Lender/Client SunTrust Mortgage, Inc.



3RD CIVIL DISTRICT-RUTHERFORD CO.-TENN.



STATE OF TENNESSEE
NORTHFORD COUNTY Oct. 24 1963
Office of the Engineer
I, Forrest Walker, Engineer do hereby file the
Surveying Instrument and accompanying
page 102 103 104 105 106 107 108 109 110
received Oct. 24 1963 9:44
a/clock PM and entered in Book 120
page 114
FORREST WALKER, Engineer
per Forrest Walker



Scale 1" = 100'
0 Steel Pin
All bearings are magnetic

CERTIFICATE OF COMPLETION AND TREATMENT

I [we] hereby certify that I am [we are] the owner[s] of the property shown and described herein and that I [we] hereby adopt this plan of subdivision with my [our] best consent, subject to the subdivision building commission laws and regulations of the city, county, state and other laws, statutes or public or private use as noted.

October 12, 1962
W. R. H. H. H. H.
ASSISTED ENGINEER ON DUTY
Room 1000, 1000 N. 10th St.

CERTIFICATION OF THE APPEAL OF STREETS AND UTILITIES

or (i) that a recently built in the street of R_{max} has been created with the planning authorities to ensure satisfaction of all required interventions

_____ **OFF INCHES 2.2**

CERTIFICATION OF THE APPRAISAL OF WATER AND SEWERAGE

fully meet the requirements of the Tennessee State Health Department, and Metropolitan Water Department, and are hereby approved as shown.

Date

CERTIFICATE OF APPROVAL FOR BROADCASTING

I hereby certify that the challenge did show letters have been found to comply with the requirements for intermarriage. Therefore with the receipt of such record, it can be used in the future of the planning committee and that it has been approved for recording in the office of the County Registrar.

11-23 - 63 *W. H. H. H.*
CHAIRMAN PLAYING COMMISSION

Buland County Tax Assessor
Official Transfer
For 10/1 - Date 12-22-23
C. Temple Williams



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 12. First Reading - **Ordinance #2025-22** - An Ordinance to Amend Title 2 of the La Vergne Municipal Code by Deleting Title 2, Chapter 3 Regarding the Local Emergency Planning Committee.

Department: Fire

Presented By: Ronny Beasley

Item Attachments:

1. Memo - Chief Beasley - LEPC Dissolution
2. Ordinance #2025-22

Summary:

This is an ordinance to dissolve the Local Emergency Planning Committee.

Background Information:

Please see the attached memo from Chief Ronny Beasley regarding this item.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.



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

City of La Vergne Local Emergency Planning Committee Dissolution Memorandum

To: City of La Vergne Board of Mayor and Alderman

From: Chief Ronny Beasley, Fire Chief, City of La Vergne

Date: July 1, 2025

Subject: Dissolution of the City of La Vergne Local Emergency Planning Committee

The City of La Vergne established a Local Emergency Planning Committee (LEPC) in accordance with Section 301 of the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986. Under EPCRA, the United States Environmental Protection Agency (EPA) has established requirements for the membership and functions of LEPCs to ensure effective community emergency preparedness and response planning for hazardous materials incidents.

EPA-Identified LEPC Membership Requirements

According to EPA guidance, an LEPC must include, at a minimum, representatives from the following categories:

- Elected state and local officials
- Law enforcement personnel
- Emergency management professionals
- Firefighting personnel
- First aid/EMS personnel
- Health professionals
- Local environmental officials
- Hospital representatives
- Transportation personnel
- Broadcast/print media
- Community groups
- Facility representatives subject to EPCRA reporting (e.g., Tier II facilities)

EPA guidelines require these members to actively participate in the development, review, and exercising of emergency response plans for hazardous substances and to serve as a liaison between facilities handling hazardous materials and the community.

“Ensuring a safer future for La Vergne.”

Dissolution of La Vergne LEPC

Despite adjustments made to include the three Tier II reporting facilities within our jurisdiction, the City of La Vergne LEPC has been unsuccessful in securing consistent participation and involvement from these critical facility representatives. The absence of required members prevents the LEPC from effectively meeting its obligations under EPCRA, including the preparation and annual review of the emergency response plan and coordination of community right-to-know responsibilities.

Given these challenges, I recommend that the city dissolve its Local Emergency Planning Committee. This action will enable the City of La Vergne to instead participate fully in the Rutherford County Local Emergency Planning Commission. The Rutherford County LEPC will meet all EPA guidelines for representation, engagement, and compliance with EPCRA, ensuring that La Vergne's community and industrial partners are adequately included in a regional approach to emergency preparedness soon.

This decision prioritizes public safety and ensures compliance with federal regulations. The La Vergne Fire Rescue Department will coordinate with Rutherford County LEPC leadership to integrate La Vergne's emergency response plans and provide representation moving forward.

ORDINANCE #2025-22

AN ORDINANCE TO AMEND THE LA VERGNE MUNICIPAL CODE BY DELETING TITLE 2, CHAPTER 3 REGARDING THE LOCAL EMERGENCY PLANNING COMMITTEE.

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 13. First Reading - **Ordinance #2025-23** - An Ordinance to Amend Title 7, Chapter 6, Section 7-615 of the La Vergne Municipal Code Regarding Permissible Dates and Times of Discharge for Fireworks.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-23

Summary:

This is an ordinance that would amend the La Vergne Municipal Code by changing the permissible dates and times when fireworks could be discharged within the City of La Vergne for July 4th and New Year's Eve.

Background Information:

A suggestion was made by the Police Department to amend the times on July 4th and New Year's Eve where fireworks could be discharged. They feel that this will cut down on a lot of calls during those time frames. The current fireworks discharge times allowed on July 4th and December 31st are between 9:00 a.m. and 11:00 p.m. The Police Department has suggested changing the end time to either 12:30 a.m. or 1:00 a.m. the following morning. This would allow residents to discharge fireworks at midnight, which is a popular time to celebrate each holiday.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-23

AN ORDINANCE TO AMEND TITLE 7, CHAPTER 6, SECTION 7-615 OF
THE LA VERGNE MUNICIPAL CODE REGARDING PERMISSIBLE DATES
AND TIMES OF DISCHARGE FOR FIREWORKS.

WHEREAS, Section 7-615 of the La Vergne Municipal Code currently restricts the discharge of common fireworks to specific dates and times; and

WHEREAS, the Board of Mayor and Aldermen (the "Board") finds it in the best interest of the City to extend the allowable hours on July 4 and December 31 so that celebrations may safely conclude after midnight; and

WHEREAS, the Board wishes to maintain existing safety limits on all other days;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE that the La Vergne Municipal Code be amended as follows:

SECTION I. Title 7, Chapter 6, Section 7-615 of the La Vergne Municipal Code, be amended to read as follows:

Sec. 7-615. Permissible dates and times of discharge.

- (1) *Standard hours.* Except as provided in paragraph (2), the discharge of common fireworks within the corporate limits of the City of La Vergne may only be discharged between 9:00 a.m. and 10:00 p.m. on the following dates:
 - (a) July 2 through July 5;
 - (b) December 29 through January 1.
- (2) *Extended holiday hours.* On the dates listed below, the discharge of common fireworks within the corporate limits of the City of La Vergne may be discharged between 9:00 a.m. and 12:30 a.m. of the following calendar day:
 - (a) July 4;
 - (b) December 31.
- (3) *Prohibition.* Discharging common fireworks within the corporate limits of the City of La Vergne at any time outside these periods is prohibited unless a special permit is approved pursuant to Section 7-616.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The

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

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:	_____
	1st Reading
_____	_____
Jason Cole, Mayor	2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 14. First Reading - **Ordinance #2025-24** - An Ordinance to Amend the Fiscal Year 2025-2026 Parks Capital Projects Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-24

Summary:

This is an ordinance to amend the Parks Capital Projects Fund for the Brookside Park project.

Background Information:

In the FY 2024-2025 budget, funds were allocated for the construction of Brookside Park.

Due to delays in getting approvals to begin the construction, the project did not start as early as expected. Staff had anticipated the project being completed before the end of June, so funds were not budgeted in the FY 2025-2026 budget. This budget amendment allocates the necessary funds for the construction project.

Financial Summary:

The awarded bid amount for the construction of Brookside Park was \$452,000. The modification item in the Consent Agenda is an additional \$10,106.25, for a new contract price of \$462,106.25.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-24

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 PARKS CAPITAL PROJECTS FUND.

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

The 2025-2026 Budget is hereby amended for the **Parks Capital Projects Fund** by providing for:

Increased Expenditures for account number:

313-44400- 939-00112	Other Improvements – Brookside Park	\$ 462,200
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Decrease Fund Balance:

313-37840	Transfer from Fund Balance	\$ 462,200
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 15. **Resolution #2025-15** - A Resolution to Accept the Brookside, Phase 2 Subdivision. (This received a favorable recommendation from the Planning Commission on June 24, 2025.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2025-15

Summary:

This resolution will formally accept Brookside, Phase 2 Subdivision.

Background Information:

The developer has requested that this phase be accepted by the city. On June 24, 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 #2025-15

A RESOLUTION TO ACCEPT THE BROOKSIDE, PHASE 2 SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Brookside, Phase 2; and

WHEREAS, the City of La Vergne Planning Commission, on June 24, 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 the Brookside, Phase 2 Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

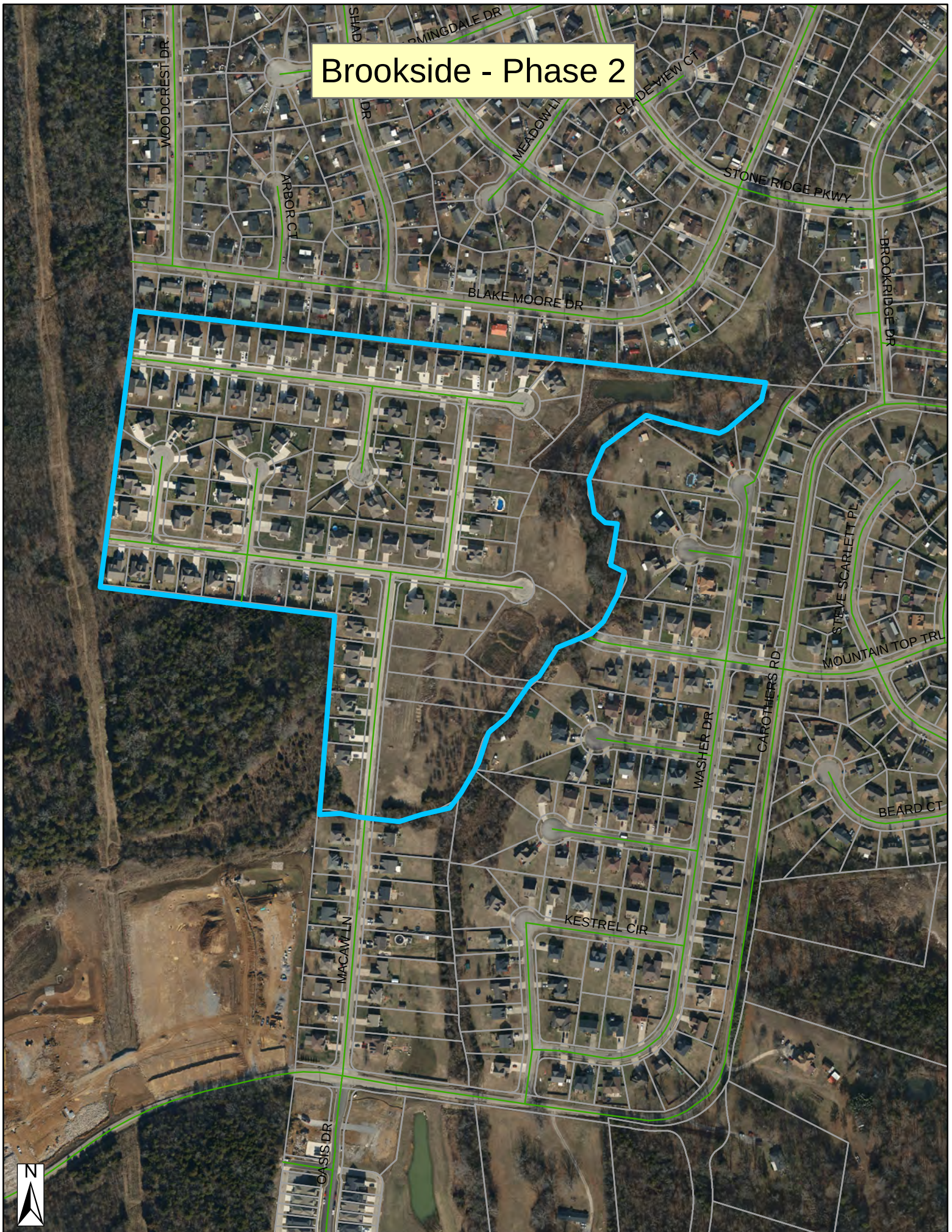
Resolved this the 7th day of August, 2025.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Brookside - Phase 2

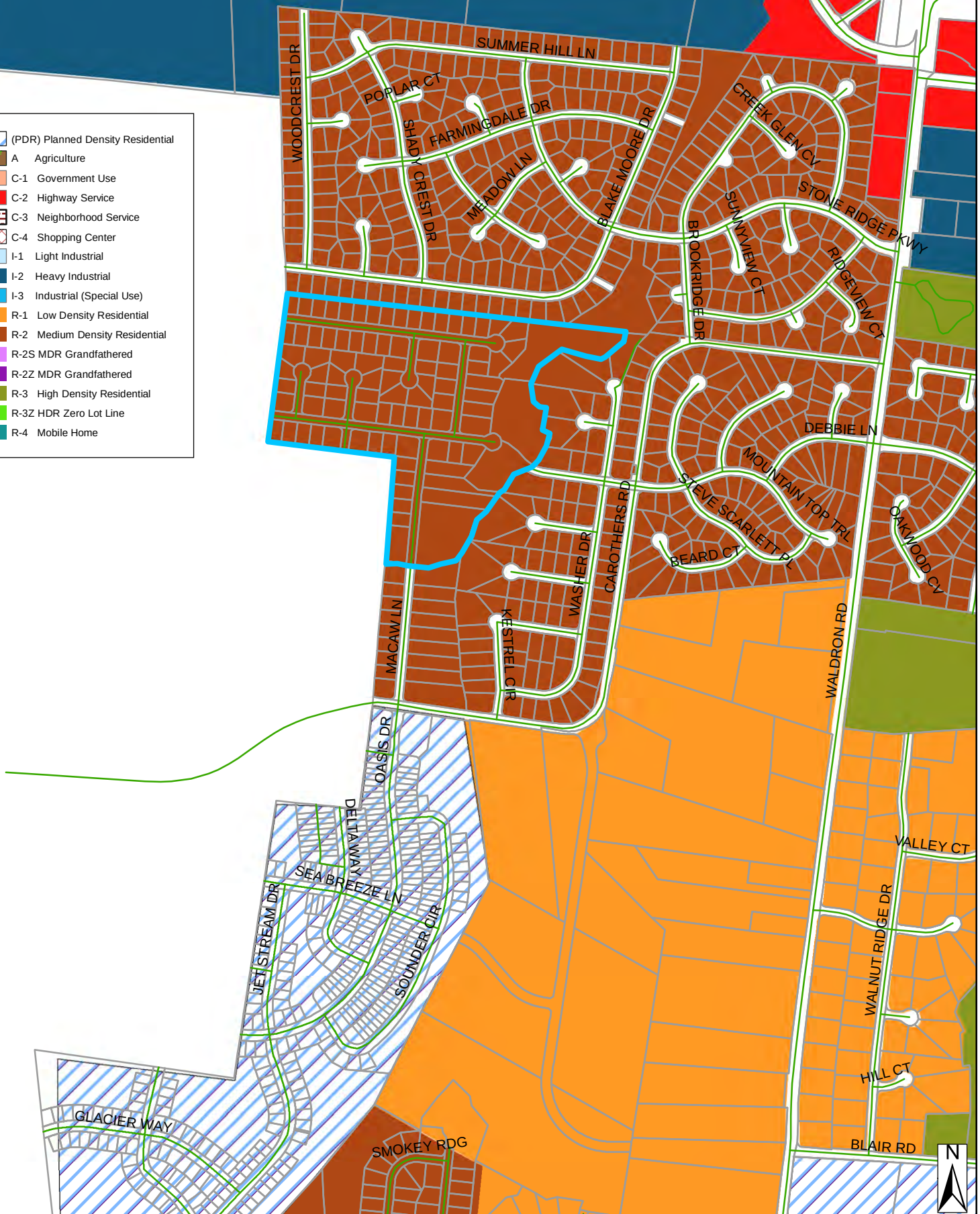


Brookside - Phase 2



Brookside - Phase 2

-  (PDR) Planned Density Residential
-  A Agriculture
-  C-1 Government Use
-  C-2 Highway Service
-  C-3 Neighborhood Service
-  C-4 Shopping Center
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  I-3 Industrial (Special Use)
-  R-1 Low Density Residential
-  R-2 Medium Density Residential
-  R-2S MDR Grandfathered
-  R-2Z MDR Grandfathered
-  R-3 High Density Residential
-  R-3Z HDR Zero Lot Line
-  R-4 Mobile Home



CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD
C1	92°03'13"	250.00	59.14	59.00
C2	13°53'15"	250.00	59.14	59.00
C3	92°03'13"	250.00	59.14	59.00
C4	83°42'23"	27.12	39.63	36.20
C5	89°10'00"	25.00	39.20	35.31
C6	83°43'00"	176.37	104.30	102.79
C7	53°11'28"	205.80	191.06	184.27
C8	144°01'	975.00	29.50	29.50
C9	90°00'00"	25.00	39.20	35.31
C10	41°24'13"	50.00	36.13	35.36
C11	150°10'02"	50.00	131.05	96.83
C12	97°25'38"	50.00	85.02	75.14
C13	151°13'58"	50.00	13.26	13.22
C14	41°24'58"	50.00	36.14	35.36
C15	90°00'00"	25.00	39.20	35.31
C16	90°00'00"	25.00	39.20	35.31
C17	41°24'35"	50.00	36.14	35.36
C18	102°03'15"	50.00	9.15	9.14
C19	88°15'11"	50.00	59.56	56.10
C20	88°15'11"	50.00	59.56	56.10
C21	64°29'11"	50.00	56.27	53.35
C22	51°20'21"	50.00	44.80	43.32
C23	22°48'32"	50.00	19.90	19.77
C24	18°36'03"	50.00	16.23	16.16
C25	90°00'00"	25.00	39.20	35.31
C26	29°47'48"	50.00	26.15	25.89
C27	11°26'46"	50.00	9.99	9.97
C28	65°42'17"	50.00	57.34	54.25
C29	65°42'17"	50.00	57.34	54.25
C30	65°42'17"	50.00	57.34	54.25
C31	65°42'17"	50.00	57.34	54.25
C32	11°26'46"	50.00	9.99	9.97
C33	29°47'48"	50.00	26.15	25.89
C34	90°00'00"	25.00	39.20	35.31
C35	90°00'00"	25.00	39.20	35.31
C36	18°36'03"	50.00	16.23	16.16
C37	89°56'52"	25.00	39.20	35.31
C38	152°05'52"	50.00	13.39	13.35
C39	26°03'43"	50.00	22.74	22.55
C40	65°42'17"	50.00	57.34	54.25
C41	65°42'17"	50.00	57.34	54.25
C42	65°42'17"	50.00	57.34	54.25
C43	65°42'17"	50.00	57.34	54.25
C44	26°03'43"	50.00	22.74	22.55
C45	152°05'52"	50.00	13.39	13.35
C46	90°03'08"	25.00	39.20	35.31
C47	89°56'52"	25.00	39.20	35.31
C48	14°39'43"	50.00	12.79	12.76
C49	26°44'52"	50.00	23.34	23.13
C50	65°42'17"	50.00	57.34	54.25
C51	65°42'17"	50.00	57.34	54.25
C52	65°42'17"	50.00	57.34	54.25
C53	65°42'17"	50.00	57.34	54.25
C54	26°44'52"	50.00	23.34	23.13
C55	14°39'43"	50.00	12.79	12.76
C56	90°03'08"	25.00	39.20	35.31
C57	89°56'52"	25.00	39.20	35.31
C58	90°03'08"	25.00	39.20	35.31
C59	90°00'00"	25.00	39.20	35.31
C60	144°01'	975.00	29.50	29.50
C61	24°29'05"	275.00	117.52	116.63

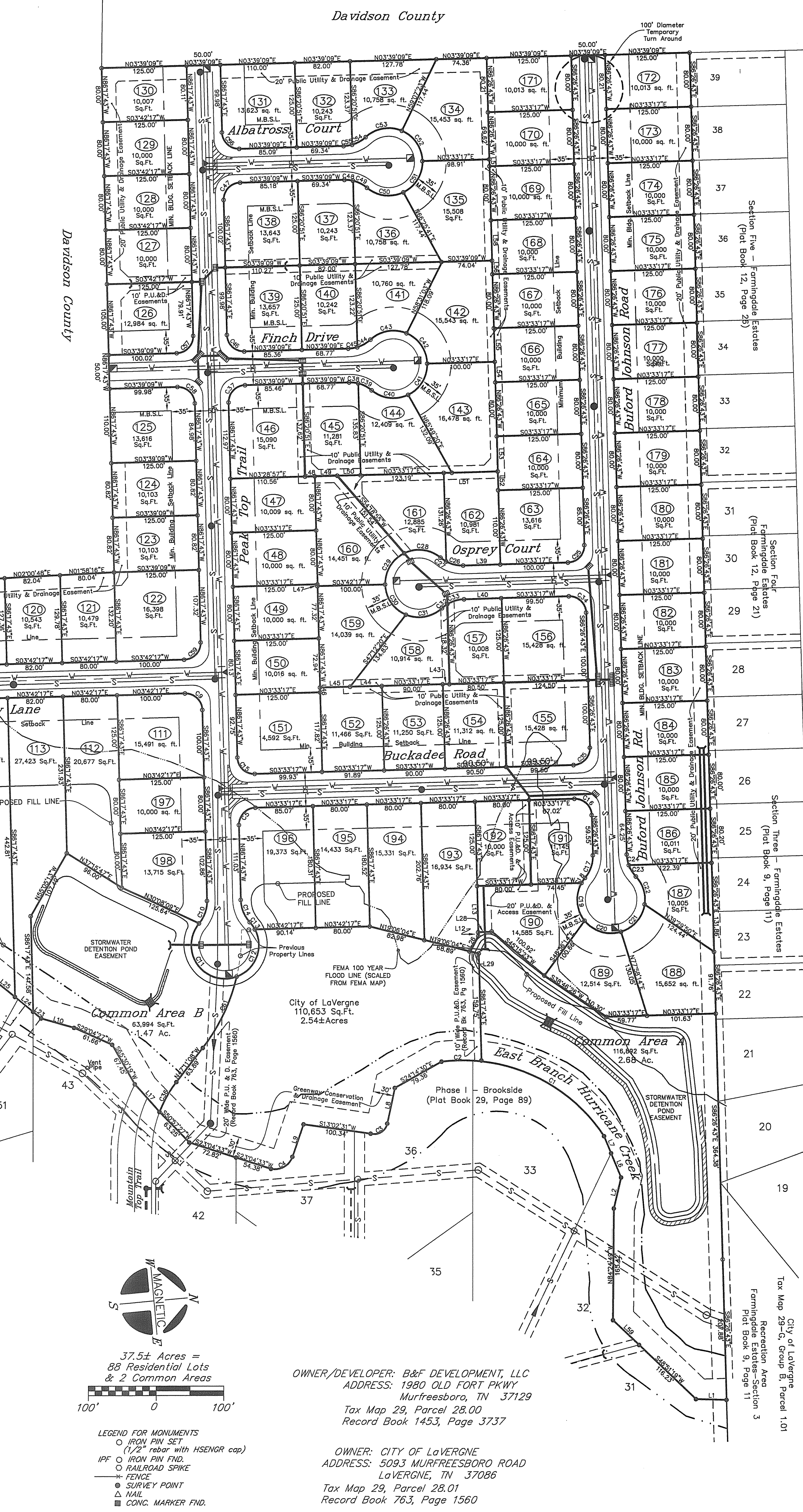
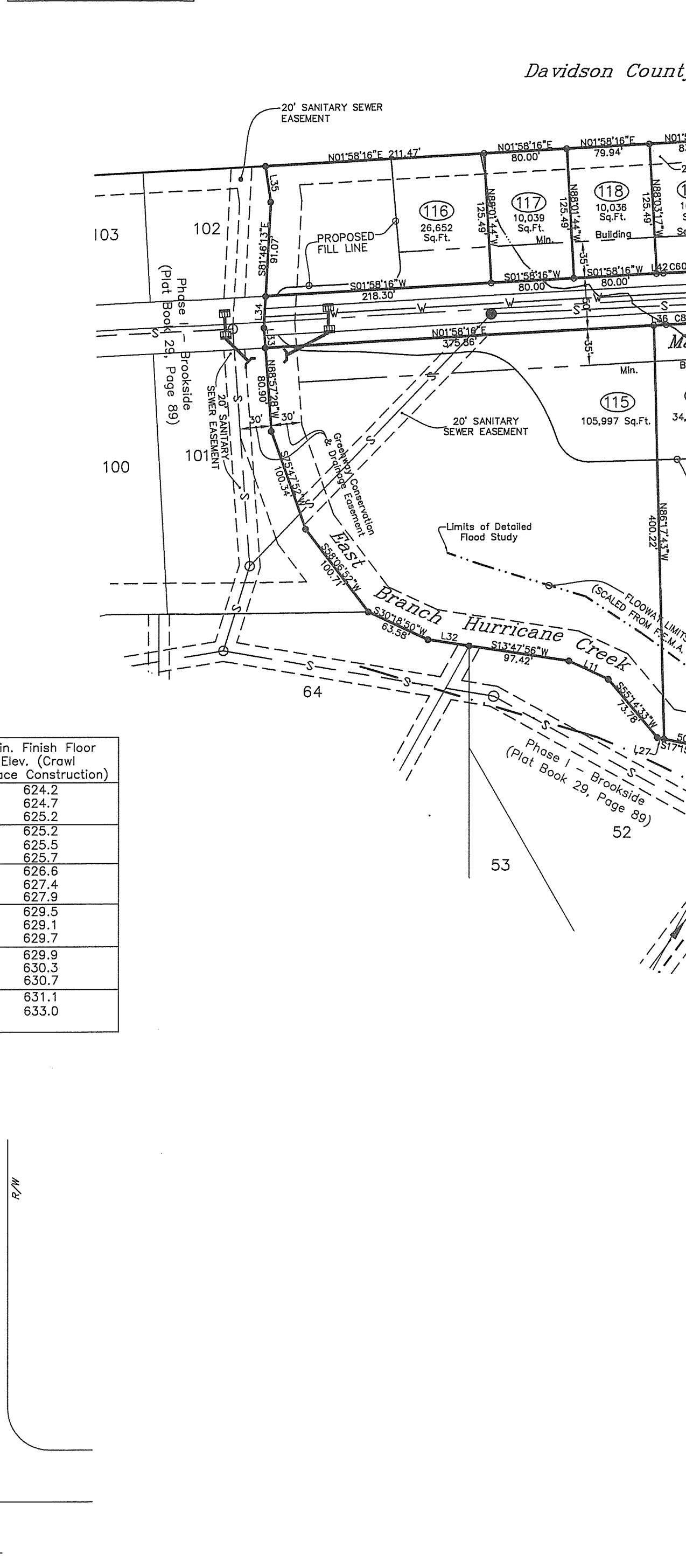
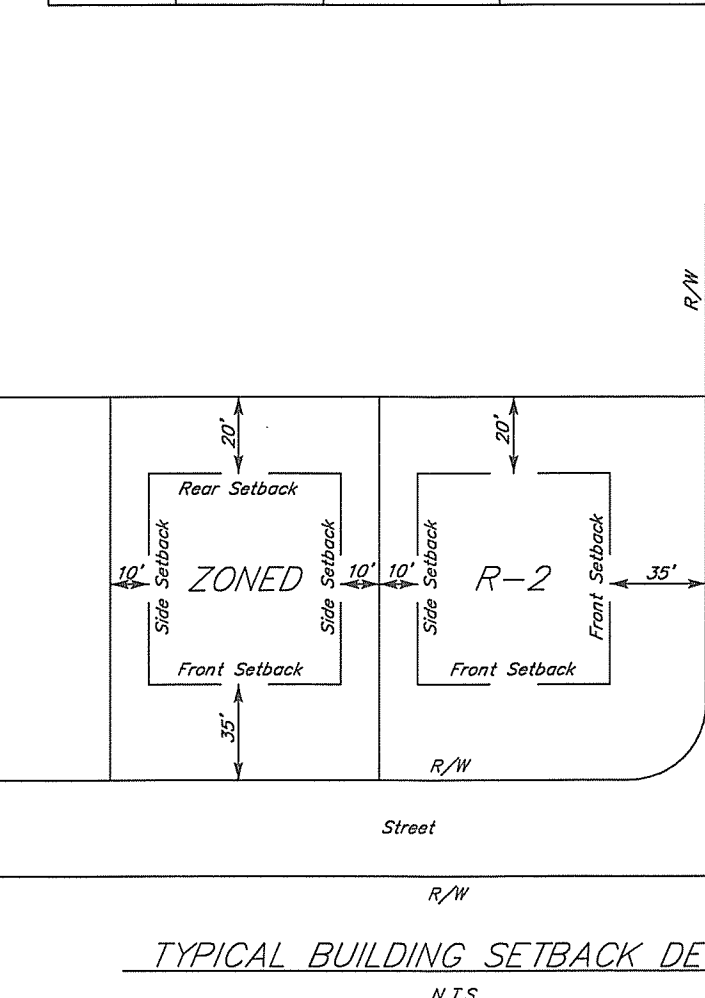
LINE TABLE		
LINE	BEARING	LENGTH
L1	N04°24'17"E	45.19
L2	S71°43'58"E	47.08
L3	S01°43'00"E	34.40
L4	S38°45'00"W	60.50
L5	S82°30'00"W	21.60
L6	N72°46'17"E	38.84
L7	N72°46'17"E	27.27
L8	S72°55'08"E	53.98
L9	S60°04'19"E	50.63
L10	N21°02'00"E	50.56
L11	N30°09'10"E	41.97
L12	S86°17'43"E	5.72
L13	S86°17'43"E	68.31
L14	N53°39'57"E	54.77
L15	N44°26'17"E	15.53
L16	N44°26'17"E	34.71
L17	N53°39'57"E	54.77
L18	S54°52'24"E	26.05
L19	N17°15'55"E	6.62
L20	N03°42'17"E	20.66
L21	N18°06'04"E	14.08
L22	N13°47'56"E	40.43
L23	N86°57'28"W	19.48
L24	S81°46'13"E	30.71
L25	N86°54'18"E	35.10
L26	S01°58'16"W	12.04
L27	S03°42'17"E	42.41
L28	S03°33'17"E	55.03
L29	S03°33'17"E	55.53
L30	N03°42'17"E	42.41
L31	S01°58'16"W	6.58
L32	N03°33'17"E	10.00
L33	N03°33'17"E	47.03
L34	N03°33'17"E	44.53
L35	N86°17'43"E	2.68
L36	N04°06'33"E	14.44
L37	N03°33'17"E	33.14
L38	N03°33'17"E	34.42
L39	N03°33'17"E	11.98
L40	N86°28'43"W	27.84
L41	N86°28'43"W	52.06
L42	N86°28'43"W	30.38
L43	N86°28'43"W	49.62
L44	N86°28'43"W	20.21
L45	N86°28'43"W	10.38
L46	N86°28'43"W	59.79
L47	N49°51'19"E	53.10

LEGEND

Power Pole
Existing Fire Hydrant
Proposed Fire Hydrant
Proposed Gate Valve
Concrete Thrust Block
Existing Water Line
Proposed Water Line
Existing Sanitary Sewer Line
Proposed Sanitary Sewer Line
Existing Manhole
Proposed Manhole
Proposed Blowoff Hydrant

NOTE: UTILITIES SHOWN ARE AS PLANNED AND NOT NECESSARILY INSTALLED.

Lot No.	100 Year Flood Elev.	Min. Building Pad Elev.	Min. Finish Floor Elev. (Slab Construction)	Min. Finish Floor Elev. (Crawl Space Construction)
188	621.7	622.2	622.7	624.7
189	621.7	622.2	622.7	625.2
190	622.2	622.7	623.2	625.7
191	622.2	622.7	623.2	626.2
192	622.5	623.0	623.5	626.5
193	622.7	623.2	623.7	626.7
194	623.6	624.1	624.6	626.6
195	624.4	624.9	625.4	627.4
196	624.9	625.4	625.9	627.9
197	626.5	627.0	627.5	629.5
198	626.1	626.6	627.1	629.1
111	626.7	627.2	627.7	629.7
112	626.9	627.4	627.9	629.9
113	627.3	627.8	628.3	630.3
114	627.7	628.2	628.7	630.7
115	628.1	628.6	629.1	631.1
116, 117	630.0	630.5	631.0	633.0



PLAT NOTES

- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days prior of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One-Call system can be notified by calling toll free 1-800-351-1111.
- Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
- It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
- Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
- Public utility and drainage easements shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainages, including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements in this subdivision may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot owners of this construction.
- Permanent or temporary soil stabilization shall be applied to denuded areas within 15 days after final grade is reached on any portion of the site. Soil stabilization shall also be applied within 15 days to denuded areas which may not be at final grade, but will remain dormant (undisturbed) for longer than 60 days.
- Properties adjacent to the site of land disturbance shall be protected from sediment deposition. This may be accomplished by preserving a well-vegetated buffer strip around the lower perimeter of the land disturbance; by installing perimeter controls such as sediment barriers, filters, or dikes, or sediment basins; or by a combination of such measures.
- Areas within subdivision defined as floodway or sinkholes shall be designated conservation easements and no structures, fill, or building shall be permitted.
- No fill material, rubbish, or building may be placed in any natural drainage way such as streambeds, sinkholes, underground streams or channels, or wet weather streambeds or floodways.
- Areas within the subdivision defined as streamway, Conservation, and Drainage Easements shall receive no fill, structures, buildings, obstructions, or fences. These areas are intended to protect the streams and adjoining land from damage or blockage.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described herein and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

Date: **6/28/18** City: **LAVERGNE**

Record Book: 763, Page: 1560

OWNER: **PHILIP G. CHAPMAN**

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described herein and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

Date: **6/28/18** B & F DEVELOPMENT, LLC

Record Book: 1453, Page: 3737

OWNER: **J. M. STEPHENSON**

CERTIFICATE OF SURVEY ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this survey exceeds the minimum requirements of an "Urban Land Survey," category "I" as per standards of practice adopted by the Board of Examiners for Land Surveyors of the State of Tennessee, revised January 4, 1992, and that the ratio of precision is greater than 1:10,000.

Date: **6/28/2018**

Surveyor: **PHILIP G. CHAPMAN**, Tenn. R.L.S. No. 2007

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for LaVerne, Tennessee 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 of Deeds.

Date: **6/28/18**

Secretary, Planning Commission: **PHILIP G. CHAPMAN**

CERTIFICATE OF THE APPROVAL OR BONDING OF ROADS

I hereby certify: (1) that all designated roads on this final plat have been installed in an acceptable manner and according to the specifications of the LaVerne Subdivision Regulations, or (2) that a surety bond has been posted with the Planning Commission to assure completion of all required improvements in case of default.

Date: **6/28/18**

Director of Engineering: **ALAN L. P.E.**

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify that the water system outlined or indicated on the final subdivision plat shown hereon, have been installed in accordance with the current local and state government requirements, or sufficient bond or cash has been filed which will guarantee said installation.

Date: **6/28/18**

Director of Engineering: **ALAN L. P.E.**

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I hereby certify that the sewer systems outlined or indicated on the final subdivision plat shown hereon, have been installed in accordance with the current local and state government requirements, or sufficient bond or cash has been filed which will guarantee said installation.

Date: **6/28/18**

Director of Engineering: **ALAN L. P.E.**

CERTIFICATE OF ACCURACY

I hereby certify that this is a category "I" survey and the ratio of precision of the unadjusted survey is 1:10,000 as shown hereon.

Heather Dabman, Registrar
Rutherford County Tennessee
98764
Rec'd: 15.00 Instrument #: 2154686
State: 0.00
Class: 0.00 Recorded: 7/3/2018 at 11:30 AM
Other: 0.00 in
Total: 17.00
Plat Cabinet 42 Pgs 54-54

PORTIONS OF THIS PARCEL ARE INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY MAP 47149C, PANEL NO. 0105H DATED: 01-05-07 ZONES: A, AE & X

I hereby certify that this plat has been reviewed and payment received for the Rutherford County Development Tax.

Date: **6/28/18** **2508 29 73-11**

PHILIP G. CHAPMAN
REGISTERED LAND SURVEYOR
Tennessee No. 2007
6/28/2018

SHUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING: 893-4084, FAX: 893-4080

FINAL PLAT

BROOKSIDE

SECTION II

3rd Civil District of Rutherford County, Tennessee

Date: June, 2018 Scale: 1"=100' Sheet 1 of 1

C:\Land Projects\31CARTOTHER\31g\31g\SECTION II Final Rev 2018.dwg, 6/28/2018 9:30:00 AM, ACAD109

Page 229 of 356



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 16. **Resolution #2025-16** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2025-16

Summary:

This is a resolution to declare property as surplus property and direct how the property will be disposed.

Background Information:

This month, we are proposing to sell some items from City Hall and the Police Department including the old Drop Box Collection Cabinet, Four Filing Cabinets and a safe that was located in the old water billing area and exercise equipment that was located in the old Police Department gym. If any of these items do not sell, then they will be sold for scrap or disposed of as solid waste.

We are also proposing to dispose of thirteen (13) office chairs and five (5) L-shaped desks that are not suitable to be sold due to stains or other damage. These will be disposed of as solid waste.

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 #2025-16

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>
City Hall		
Drop Box Collection Cabinet	Wooden Cabinet used to collect bills placed in the drop box. Minor damage including scratches, wood damage and missing key.	N/A
Lot of Four (4) Filing Cabinets	Lot of four filing cabinets, plastic and/or metal, various condition, scratched, missing a handle, etc.	N/A
Guardall Safe	Guardall Safe Corp. Metal Safe – 26"x17"x24" in size, Access code unknown, No key.	97647
Police Department		
Cybex Chest Press Machine	Cybex Strength System Chest Press Machine, White/Red, Leather and Metal, Operable – Normal wear and tear.	N/A
Cybex Arm Curl Machine	Cybex Strength System Arm Curl Machine, White/Red, Leather and Metal, Operable, some damage – ripped padding – normal wear and tear.	N/A
Cybex Leg Extension Machine	Cybex Strength System Leg Extension Machine, White/Red, Leather and Metal, Operable – Normal wear and tear.	N/A
Body Masters Rowing Machine	Body Masters Rowing Machine, White/Red, Leather and Metal, Operable – Normal wear and tear.	N/A

Body Masters Pec Dec Vertical Machine	Body Masters Seated Pec Dec Vertical Machine, White/Red, Leather and Metal, Operable – Normal wear and tear.	N/A
Icarian Lateral Raise Machine	Icarian Lateral Raise Machine, White/Red, Leather and Metal, Operable – Normal wear and tear.	N/A
Body-Solid Lat Pulldown Machine	Body-Solid Lat Pulldown Machine, White/Black, Leather and Metal, Operable – Normal wear and tear.	N/A
Cybex Cable Crossover Machine	Cybex Strength System Cable Crossover Machine, White/Black, Leather and Metal, Operable – Normal wear and tear.	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>
City Hall		
Thirteen (13) Office Chairs	Various office chairs, stained, ripped, not sturdy.	N/A
Five (5) L-Shaped Desks	Wooden desks – damage to desktops, keyboard trays, drawers, etc. Not sturdy due to being made out of pressed wood.	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 7th day of August, 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:	Manufacturer: <u>unknown</u>	Model #:
Serial Number: <u>unknown</u>		
Description of Use: <u>Drop in Payments from outside</u>		
Color: <u>Brown</u>	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☒ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: <u>scratched, key missing, wood damage</u>				

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:	<u>Relocation</u>
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	<u>City Hall - water Billing</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>07/21/25</u>

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:	Manufacturer:	Model #:
Serial Number: <i>unknown</i>		
Description of Use: <i>File Cabinets (4)</i>		
Color:	<i>White / Brown / Grey</i>	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: <i>N/A</i>	Equipment was maintained every: <i>N/A</i>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: <i>Scratched, missing a handle</i>				

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:	<i>Relocation / Damaged</i>
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	<i>City Hall - Water Billing</i>
For more information, contact:	

Department Information:

Your Name: <i>Kimberly Corrales</i>	Department: <i>HR</i>
Signature: <i>Kimberly Corrales</i>	Date: <i>07/21/25</i>

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:	Manufacturer: <u>Gardell Safe Corp.</u>	Model #:
Serial Number: <u>97C47</u>		
Description of Use: <u>Safe</u>		
Color: <u>Grey</u>	Size (L x W x H): <u>20 x 17 x 24</u>	
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: <u>Code/Key not known</u>				

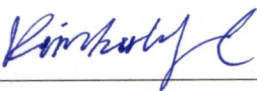
Hazardous Material:

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:	<u>Relocation / missing key</u>
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	<u>City Hall - Water Billing</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer: <u>Cyber Strength System</u>	Model #:
Serial Number:		
Description of Use: <u>Chest Press Machine</u>		
Color: <u>White/Red</u>	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cezanes</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer: <u>Cyber Strength Systems</u>	Model #:
Serial Number:		
Description of Use: <u>Arm Curl Machine</u>		
Color: <u>white/Red</u>	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: <u>Ripped</u>				

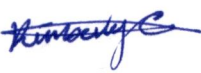
Hazardous Material:

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HZ</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer: <u>Cybox Strength System</u>	Model #:
Serial Number:		
Description of Use: <u>Leg Extension machine</u>		
Color:	<u>White/Red</u>	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HTZ Assistant</u>
Signature: <u></u>	Date: <u>7/21/2025</u>

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:	Manufacturer: <u>Body Masters</u>	Model #:
Serial Number:		
Description of Use: <u>Rowing Machine</u>		
Color:	<u>white / Red</u>	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

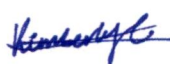
Hazardous Material:

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer: <u>Body Masters</u>	Model #:
Serial Number:		
Description of Use: <u>Seated Pec Dec - Vertical Machine</u>		
Color: <u>White/Red</u>	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>WIA</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

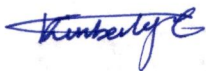
Hazardous Material:

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Carzaves</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer: <u>Carion</u>	Model #:
Serial Number:		
Description of Use: <u>Lateral Raise Machine</u>		
Color: <u>White / Red</u>		Size (L x W x H):
Material: ☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HR</u>
Signature: <u>Kimberly C</u>	Date: <u>07/21/25</u>

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:	Manufacturer: <u>Body-Solid</u>	Model #:
Serial Number:		
Description of Use: <u>Cat Pulldown Machine</u>		
Color: <u>White/Black</u>	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

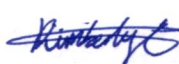
Hazardous Material:

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Corrales</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer: <u>Cyber Strength</u>	Model #:
Serial Number:		
Description of Use: <u>Cable crossover machine</u>		
Color: <u>White/Black</u>	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

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:	<u>Police Gym</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cezares</u>	Department: <u>HR</u>
Signature: <u></u>	Date: <u>7/21/25</u>

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:	Manufacturer:	Model #:
Serial Number: <u>unknown</u>		
Description of Use: <u>Office Chairs</u>		
Color: <u>Black & Brown</u>	Size (L x W x H):	
Material: ☒ Cloth ☐ Vinyl ☒ Leather ☐ Metal ☒ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every: <u>N/A</u>		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: <u>stained, ripped, not sturdy</u>				

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:	<u>Relocation / Damaged</u>
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	<u>City Hall - Water Billing</u>
For more information, contact:	

Department Information:

Your Name: <u>Kimberly Cazares</u>	Department: <u>HR</u>
Signature: 	Date: <u>07/21/25</u>

I.T. Department Use Only:

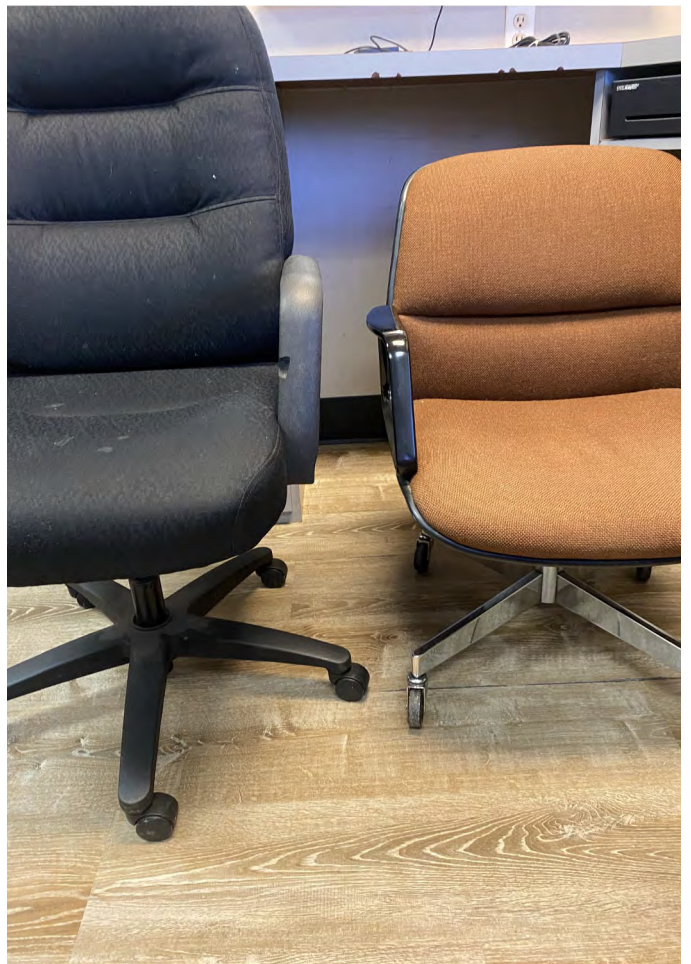
Inventory ID: _____ Asset Number: _____

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: Unknown	Manufacturer: Unknown	Model #: Unknown
Serial Number: N/A		
Description of Use: 5 L-Shaped Desks		
Color:	Brown	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☒ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☒ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: Damage to desktops, keyboard trays, drawers, etc.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☒ Solid Waste

Sale Information:

Reason property is no longer needed:	No longer used - department transferred to new building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	City Hall
For more information, contact:	Bruce Richardson

Department Information:

Your Name: Bruce Richardson	Department: City Administrator
Signature: Bruce E. Richardson Digitally signed by Bruce E. Richardson Date: 2025.07.31 17:02:51 -05'00'	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 17. **Resolution #2025-17** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Resolution #2025-17

Summary:

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

Background Information:

On March 04, 2025, the Board of Mayor and Aldermen approved Resolution #2025-04 which outlines the steps to be taken to acquire the property needed for the project. No revisions are required in that document. Due to the size of the project and the large number of tracts, the acquisition process is being phased to allow it to proceed as quickly as possible.

On April 01, 2025, the Board of Mayor and Aldermen approved Resolution #2025-07 which added tracts to the Exhibit 1 document that had been approved with Resolution #2025-04.

JMT, Inc. is now ready to begin the third batch which gets the acquisition into the second phase of the acquisitions. This revision adds these additional tract acquisitions Exhibit 1.

Financial Summary:

The previous Exhibit 1 documents for Phase One, Batch One and Phase One, Batch Two showed a 'Total Compensation with Improvements' of \$1,420,485.00. This latest Exhibit 1

adds \$826,980.00 and creates a total value for all three batches of \$2,247,465.00.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-17

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR ADDITIONAL REAL PROPERTY INTERESTS NEEDED FOR THE SOUTH WALDRON ROAD WIDENING PROJECT.

WHEREAS, the City of La Vergne (hereinafter, "City"), has undertaken the widening of South Waldron Road from Interstate 24 to Rock Springs Road (hereinafter, "Project"); and

WHEREAS, the Board of Mayor and Aldermen approved a land acquisition policy for the initial property interests needed for this project at the March 4, 2025 and April 1, 2025 meetings; and

WHEREAS, the acquisition of additional interests in real property are needed for this project and have been identified and are described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained JMT, Inc. (hereinafter, "JMT"), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of these additional Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. JMT shall submit title opinion letters and proposed acquisition documents to the City Attorney's office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, JMT shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. JMT shall attempt to acquire the Real Property Interests from the parties

identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that JMT is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, JMT shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public welfare requiring it.

RESOLVED this the 7th day of August, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

EXHIBIT 1

Waldron Road ROW - Phase 1 Final Batch & Phase 2 Batch 1

Tract #	Property Owners	Tax Map	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
3	BETSY HAYNES WALDRON	032-021.09	1175 Waldron Rd, La Vergne, TN 37086	\$16,300.00	\$1,630.00	\$17,930.00
4	CITY OF LAVERGNE	032O-A-001.01	Martins Bend Dr, La Vergne, TN 37086	\$6,600.00	NA	Donate
6	CHARLES T. PARKER AND PATRICIA B. PARKER	032-021.03	1165 Waldron Rd, La Vergne, TN 37086	\$19,800.00	\$1,980.00	\$21,780.00
37	RUTHERFORD COUNTY BOARD OF EDUCATION	032-024.01	1000 Waldron Rd, La Vergne, TN 37086	\$215,600.00	\$21,560.00	\$237,160.00
38	PROSPER HOLDINGS GROUP	032-024.03	Sparrowgap Dr. La Vergne, TN 37086	\$70,500.00	\$7,050.00	\$77,550.00
130	CAROLYN ANN GOOCH	032-001.00	1341 Lake Rd, Nolensville, TN 37135	\$12,500.00	\$1,250.00	\$13,750.00
94	DEWITT D. ROLLINS & WF, MARIAN L. ROLLINS	029G-E-009.00	304 Oakwood Cv, La Vergne, TN 37086	\$28,400.00	\$2,840.00	\$31,240.00
95	HPA US1 LLC	029G-E-008.00	302 Oakwood Cv, La Vergne, TN 37086	\$11,850.00	\$1,185.00	\$13,035.00
98	ELENA CORTEZ SHIELDS	029G-F-001.00	2100 Debbie Ln, La Vergne, TN 37086	\$33,000.00	\$3,300.00	\$36,300.00
99	MICHEAL J. MARGOLIS & WF, CHARLOTTE D. MARGOLIS	029G-C-071.00	101 Silver Birch Ln, LaVergne, TN 37086	\$31,350.00	\$3,135.00	\$34,485.00
100	VILLA TRINIDAD AND ALMA ZARCO	029G-C-051.00	228 Rollingwood Ct, La Vergne, TN 37086	\$24,650.00	\$2,465.00	\$27,115.00
101	SAMUEL NIMAKO, RACHEAL WATSON	029G-F-004.00	3104 Debbie Ct, La Vergne, TN 37086	\$13,700.00	\$1,370.00	\$15,070.00
102	DARREN SCOTT BRADFORD, JR. & WF, MARIA CARLA BRADFORD	029G-C-050.00	226 Rollingwood Ct, La Vergne, TN 37086	\$46,900.00	\$4,690.00	\$51,590.00
104	DONALD A. ANDREOZZI	029G-F-005.00	3106 Debbie Ct, La Vergne, TN 37086	\$20,700.00	\$2,070.00	\$22,770.00
106	JACKY R. RASAPHOUMY	029G-F-007.00	3109 Debbie Ct, La Vergne, TN 37086	\$11,500.00	\$1,150.00	\$12,650.00
107	JEREMY GORDON	029G-B-021.00	108 Ridgeview Ct, La Vergne, TN 37086	\$18,300.00	\$1,830.00	\$20,130.00
108	KATY RAMOS & MARIA E. LAURENT	029G-B-022.00	110 Ridgeview Ct, La Vergne, TN 37086	\$13,300.00	\$1,330.00	\$14,630.00
109	HOME SFR BORROWER, LLC	029G-B-023.00	111 Ridgeview Ct, La Vergne, TN 37086	\$21,300.00	\$2,130.00	\$23,430.00
110	PROGRESS RESIDENTIAL BORROWER 5, LLC	029G-C-048.00	222 Rollingwood Ct, La Vergne, TN 37086	\$33,550.00	\$3,355.00	\$36,905.00
111	BILLY G. CUNNINGHAM TRUSTEE	029G-C-047.00	220 Rollingwood Ct, La Vergne, TN 37086	\$23,100.00	\$2,310.00	\$25,410.00
116	JACK P CAWTHORN	029B-A-036.00	101 Stone Ridge Pkwy, La Vergne, TN 37086	\$33,300.00	\$3,330.00	\$36,630.00
117	MICHAEL A. YOUNG & WF, TENA S. YOUNG	029B-A-035.00	103 Stone Ridge Pkwy, La Vergne, TN 37086	\$5,800.00	\$580.00	\$6,380.00
119	HUMBERTO A GONZALEZ	029B-A-001.00	102 Stone Ridge Pkwy, La Vergne, TN 37086	\$19,850.00	\$1,985.00	\$21,835.00
134	GREGORY L WOODS	029G-F-047.00	2103 Debbie Ln, La Vergne, TN 37086	\$7,200.00	\$720.00	\$7,920.00
135	TYESHA JOHNSON	029G-F-002.00	2102 Debbie Ln, La Vergne, TN 37086	\$12,700.00	\$1,270.00	\$13,970.00
141	DIANA HILLS	029G-F-026.00	5118 Mountain Breeze Ct, La Vergne, TN 37086	\$4,400.00	\$440.00	\$4,840.00
142	LOYD R. MORRIS & WF, BRENDA K MORRIS	029G-B-016.00	113 Cedar Ridge Rd, La Vergne, TN 37086	\$2,250.00	\$225.00	\$2,475.00
Total Phase 1 Final Batch & Phase 2 Batch 1				\$758,400.00	\$75,180.00	\$826,980.00

Exhibit 2
City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as "Right-of-Way Acquisition Consulting for South Waldron Road Widening".

Section 2 - Compensation

2.01 Not to Exceed

The total contract amount shall not exceed one million four hundred seventy five thousand three hundred Dollars and zero Cents (\$1,475,300).

2.02- Basis of Compensation

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

2.03- Change Orders

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

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 730 calendar days with an anticipated date of completion of 31 December 2026.
- C. Contract duration shall begin on the date that Notice to Proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Prior to Notice to Proceed, Consultant attend a meeting with the City and the City's Design Engineer to discuss dates of availability of legal descriptions and legal exhibits
- C. Notice to proceed date will be determined based on the dates of availability of legal descriptions and legal exhibits which will be provided by the city
- D. Other than preparing for and attending the meeting described in item 3.02 B above, Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

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

9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

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

4.04 Disputed Invoices

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

Section 5 - Consultants Responsibilities

5.01- Standard of Care

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

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

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

Section 6- City's Responsibilities

6.01-Project Manager

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

6.02- Information

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

6.03- Compliance

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

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such documents by City or others on any project other than the project which is the subject

of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant.

- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

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

8.02- Proof of Coverage

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

8.03- Coverage of the City

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

Section 9- Indemnification

9.01- Consultant Obligation

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

Section 10- Termination and Suspension

10.01- Suspension

- A. The City may suspend the work specified in this Agreement for up to ninety (90) days upon providing fourteen (14) calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

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

10.03- Termination for Convenience

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

10.04- Payment following termination

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

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies.

In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies

by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue.

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

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

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

12.01- Binding Effect

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

12.02- Severability

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

Section 13- Force Majeure

13.01- Force Majeure

Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected

party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

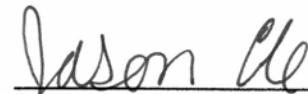
14.01- Entire Agreement

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

14.02- Amendment

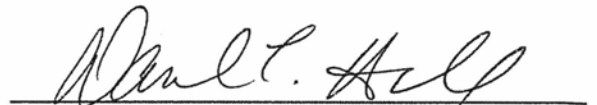
- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified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

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



City of La Vergne

By: Jason Cole
Mayor



JMT - Johnson, Mirmiran & Thompson, Inc.

By: DAN L. HALL
SENIOR VICE PRESIDENT

EXHIBIT A
SCOPE OF SERVICES



August 19, 2024

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services**

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. This will include coordination with the City, title reports, appraisals, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 124 tracts broken into three phases (see attached spreadsheet for breakdown of tracts):

Titles and Closings

- We are pleased to utilize Brenda Lehman for the title reports and deed recordings and closings.

Appraisals

- We will utilize Boozer & Company, P.C., and his well-established appraisal firm for the appraisals.
- We have determined that a Market Data Brochure is not necessary since there are no Nominal Payment Parcels (NPPs) and the market data will require updating constantly given the size and length of the project.
- Appraisal reports for property owners with multiple tracts will be provided at the same time to expedite negotiations.
- Appraisals will be completed in batches of 10-15 per batch.

Land Acquisition Document

- Upon completion of appraisals, a land acquisition document will be completed for the purposes of identifying amount due owner for City approval as well as offer documentation. Due to time sensitivity, these land acquisition documents will be submitted in batches of 10-15 tracts at a time. This is the only possible way to complete this high number of tracts.

-
- Once the land acquisition document is approved/executed by the City, JMT will be ready to make the offers.

Negotiations

- It is assumed that the City and Ragan-Smith will be responsible for the staking for ROW appraisals and negotiations.
- The City will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract (not yet received). These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. Should all resources be exhausted, the City will assist in finding contact info for unfound property owners.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City titles for all letters, forms, and negotiations with property owners.
- We will allow a 30-day negotiation period. We will offer a 10% bonus to all owners who are willing to agree and sign within that 30-day period. Any negotiations that exceed 30 days will be sent to condemnation.
- It is assumed, based on our review of the plans and parcels, none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project will likely include miscellaneous moves and salvage value items. We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City's Project Manager, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process.
- JMT will submit regular progress reports to Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City for their use/verification purposes.

Schedule

-
- The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

Project Fee

The fee to manage the ROW acquisition services for the Waldron Road Widening Project will be \$1,475,300. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The monthly invoice to the City will include JMT's fees and all subcontractor's fees as one invoice. The breakdown is as follows:

- Brenda Lehman's title fee will be \$186,000, which includes the initial Title Search, and/or any Title Updates, copies, and electronic & overnight delivery fees.
- Boozer & Company, P.C.'s appraisal fee will be \$510,500.
- JMT's fee to conduct ROW negotiations and acquisitions and manage the ROW acquisition services will be \$678,500.
- Brenda Lehman's closing services fee is \$100,300, which includes disbursement of Funds, document preparation, Recording fees, e-filing fees, courier/overnight shipping & handling fees, and notary fees.

If unforeseen changes require the on-going negotiations process to be restarted or revised significantly, JMT will immediately notify the City of the change. Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations will be additional scope and fee.

Assumptions

- Title reports and appraisals will be provided for the City-owned Tract 4, Tract 121, and Tract 122. But negotiations and closings will not be provided for these three tracts.
- Tract 44, Tract 45, and Tract 46 are contiguous with the same owner and will be combined into one appraisal and offer. Tract 84 and Tract 85 are contiguous with the same owner and will be combined into one appraisal and offer. These combined tracts will also be closed with one closing.
- For the combined tracts, one appraisal will be provided. Also, these combined tracts will be negotiated as one report/tract. Closings will also be done as one report/tract. Only title reports will be separate for each of the individual 124 tracts.
- Due to complexity and potential mortgage holds, all tracts will have an appraisal – no NPP's.
- It is assumed there will be no relocations. JMT's fee for any relocation services will require a supplement.
- JMT will submit one land acquisition document per batch to be approved/executed. Due to time sensitivity, these packages will be submitted in batches of 10-15 at a time. This is the only possible way to successfully accomplish this high number of tracts.
- Any Lender fees, such as but not limited to application fees, processing fees or appraisal fees, required to obtain approval for a Consent to Easement or Partial Release on a tract will be paid by the City. The funds will be forwarded immediately to Attorney upon request to maintain a timely work flow on the project.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well versed in Uniform Act ROW acquisition and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT-approved. Upon NTP, JMT will provide all contact information for myself as the project manager as well as a deputy project manager who will also be JMT staff.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this significant and urgent project for the City of LaVergne.

Sincerely,



Dyan C. Damron, PE, PTP
Senior Associate | Section Head Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

SOUTH WALDRON ROAD ROW - LAVERGNE, TN

Phase One							
Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
3	House/Residential	11 ac	Y	FPA	Y	Y	Minor acq.
4	City Owned	1,450 SF	Y	FPA	N	N	Minor acq.
5	House/Residential	1.152	Y	FPA	Y	Y	Minor acq.
6	House/Residential	8.124	Y	FPA	Y	Y	Minor acq.
7	House/Residential	5.505	Y	FPA	Y	Y	Minor acq.
8	House/Residential	0.696	Y	FPA	Y	Y	Minor acq.
9	House/Residential	4.788	Y	FPA	Y	Y	Minor acq.
10	House/Residential	0.772	Y	FPA	Y	Y	Minor acq.
11	House/Residential	0.52	Y	FPA	Y	Y	Minor acq.
12	House/Residential	0.484	Y	FPA	Y	Y	Minor acq.
13	House/Residential	4.598	Y	FPA	Y	Y	Minor acq.
14	House/Residential	0.371	Y	FPA	Y	Y	Minor acq.
15	House/Residential	0.349	Y	FPA	Y	Y	Minor acq.
16	House/Residential	0.398	Y	FPA	Y	Y	Minor acq.
17	House/Residential	0.375	Y	FPA	Y	Y	Minor acq.
18	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
19	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
20	House/Residential	3.911	Y	FPA	Y	Y	Minor acq.
22	House/Residential	0.334	Y	FPA	Y	Y	Minor acq.
23	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
24	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
25	House/Residential	9.942	Y	FPA	Y	Y	Minor acq.
26	House/Residential	0.457	Y	FPA	Y	Y	Minor acq.
27	House/Residential	0.369	Y	FPA	Y	Y	Minor acq.
28	House/Residential	0.478	Y	FPA	Y	Y	Minor acq.
29	House/Residential	6.381	Y	FPA	Y	Y	Minor acq.
30	House/Residential	7.864	Y	FPA	Y	Y	Minor acq.
31	House/Residential	1.498	Y	FPA	Y	Y	Minor acq.
32	House/Residential	0.967	Y	Formal	Y	Y	Possible proximity damage
33	House/Residential	3.201	Y	Formal	Y	Y	Possible proximity damage
34	House/Residential	7.783	Y	FPA	Y	Y	Minor acq.
35	House/Residential	1.916	Y	Formal	Y	Y	Possible proximity damage
37	School	33.848	Y	FPA	Y	Y	Minor acq.
38	Vacant Residential	11.232	Y	Vacant Formal	Y	Y	Minor acq.
39	House/Residential	0.68	Y	FPA	Y	Y	Minor acq.
40	House/Residential	2.205	Y	FPA	Y	Y	Minor acq.
41	House/Residential	4.635	Y	FPA	Y	Y	Minor acq.
42	House/Residential	11.99	Y	Formal	Y	Y	Possible proximity damage
43	House/Residential	0.359	Y	Formal	Y	Y	Possible proximity damage
44*	Vacant Residential	18.746	Y	Vacant Formal	Y	Y	Minor acq.
45*	Vacant Residential	13.939	Y	Vacant Formal	N	N	Minor acq.
46*	Vacant Residential	21.889	Y	Vacant Formal	N	N	Minor acq.
51	House/Residential	0.7	Y	FPA	Y	Y	Minor acq.
52	House/Residential	0.648	Y	FPA	Y	Y	Minor acq.
130	House/Residential	296	Y	FPA	Y	Y	Minor acq.
131	Vacant Lot	1	Y	Vacant Formal	Y	Y	Minor acq.
46			46	44	43	43	

Total - Phase One

*Tracts 44, 45, & 46 can be combined into one "Larger Parcel"

Phase Two

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
94	House/Residential	0.316	Y	FPA	Y	Y	Minor acq.
95	House/Residential	0.321	Y	FPA	Y	Y	Minor acq.
96	House/Residential	0.356	Y	FPA	Y	Y	Minor acq.
97	House/Residential	0.628	Y	FPA	Y	Y	Minor acq.
98	House/Residential	0.301	Y	FPA	Y	Y	Minor acq.
99	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
100	House/Residential	0.348	Y	FPA	Y	Y	Minor acq.
101	House/Residential	0.272	Y	FPA	Y	Y	Minor acq.
102	House/Residential	0.289	Y	FPA	Y	Y	Minor acq.
103	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
104	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
105	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
106	House/Residential	0.28	Y	FPA	Y	Y	Minor acq.
107	House/Residential	0.323	Y	FPA	Y	Y	Minor acq.
108	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
109	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
110	House/Residential	0.299	Y	FPA	Y	Y	Minor acq.
111	House/Residential	0.314	Y	FPA	Y	Y	Minor acq.
112	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
113	house/Residential	0.266	Y	FPA	Y	Y	Minor acq.
114	House/Residential	0.389	Y	FPA	Y	Y	Minor acq.
115	Apartment	4.649	Y	FPA	Y	Y	Minor acq.
116	House/Residential	0.368	Y	FPA	Y	Y	Minor acq.
117	House/Residential	0.241	Y	FPA	Y	Y	Minor acq.
119	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
120	Vacant Industrial	2.378	Y	Vacant Formal	Y	Y	Minor acq.
121	City Owned Fire Sta	0.992	Y	FPA	N	N	Minor acq.
122	City Owned	3,743 SF	Y	Vacant Formal	N	N	Minor acq.
123	Car Wash	0.366	Y	FPA	Y	Y	Minor acq.
124	Mini Storage	1.63	Y	FPA	Y	Y	Minor acq.
125	Retail Strip Center	2.1	Y	Formal	Y	Y	Loss of Parking
126	Industrial Storage	2.42	Y	FPA	Y	Y	Minor acq.
127	Retail Strip Center	1.15	Y	Formal	Y	Y	Loss of Parking
128	Dollar General	2.05	Y	FPA	Y	Y	Minor acq.
129	Mapco	0.7	Y	FPA	Y	Y	Minor acq.
134	House/Residential	0.47	Y	FPA	Y	Y	Minor acq.
135	House/Residential	0.24	Y	FPA	Y	Y	Minor acq.
136	House/Residential	0.37	Y	FPA	Y	Y	Minor acq.
141	House/Residential	0.44	Y	FPA	Y	Y	Minor acq.
142	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
144	House/Residential	0.31	Y	FPA	Y	Y	Minor acq.
41			41	41	39	39	

Total - Phase Two

Phase Three

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
57	House/Residential	4.156	Y	FPA	Y	Y	Minor acq.
58	House/Residential	0.677	Y	FPA	Y	Y	Minor acq.
59	House/Residential	0.681	Y	FPA	Y	Y	Minor acq.
60	House/Residential	0.663	Y	FPA	Y	Y	Minor acq.
61	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
62	Vacant Residential	7.808	Y	Vacant Formal	Y	Y	Minor acq.
63	House/Residential	3.514	Y	FPA	Y	Y	Minor acq.
64	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
65	Vacant Residential	0.83	Y	Vacant Formal	Y	Y	Minor acq.
66	House/Residential	0.675	Y	FPA	Y	Y	Minor acq.
67	House/Residential	0.713	Y	FPA	Y	Y	Minor acq.
68	House/Residential	0.753	Y	FPA	Y	Y	Minor acq.
69	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
70	Vacant Residential	5.917	Y	Vacant Formal	Y	Y	Minor acq.
71	House/Residential	2.843	Y	FPA	Y	Y	Minor acq.
72	House/Residential	1.071	Y	Formal	Y	Y	Possible proximity damage
73	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
74	House/Residential	8.81	Y	FPA	Y	Y	Minor acq.
75	House/Residential	0.686	Y	FPA	Y	Y	Minor acq.
76	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
77	Vacant Residential	2.303	Y	FPA	Y	Y	Minor acq.
78	House/Residential	0.652	Y	FPA	Y	Y	Minor acq.
79	House/Residential	0.616	Y	FPA	Y	Y	Minor acq.
80	House/Residential	2.351	Y	FPA	Y	Y	Minor acq.
81	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
82	Vacant Residential	122.437	Y	Vacant Formal	Y	Y	Minor acq.
83	House/Residential	5.539	Y	FPA	Y	Y	Minor acq.
84*	House/Residential	2.777	Y	FPA	Y	Y	Minor acq.
85*	Vacant Residential	7.755	Y	FPA	N	N	Minor acq.
86	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
87	House/Residential	0.433	Y	FPA	Y	Y	Minor acq.
88	House/Residential	0.337	Y	FPA	Y	Y	Minor acq.
89	House/Residential	0.344	Y	FPA	Y	Y	Minor acq.
90	House/Residential	0.23	Y	FPA	Y	Y	Minor acq.
91	House/Residential	0.296	Y	FPA	Y	Y	Minor acq.
92	House/Residential	0.551	Y	FPA	Y	Y	Minor acq.
93	House/Residential	0.234	Y	FPA	Y	Y	Minor acq.
37			37	36	36	36	

Total - Phase Three

*Tracts 84 & 85 can be combined into one "Larger Parcel"

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

JMT
750 Old Hickory Blvd, Suite 1-120, Brentwood, TN 37027

Johnson, Mirmiran & Thompson, (JMT) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$250.00
Senior Project Manager II	\$220.00
Senior Project Manager I	\$205.00
Project Manager II	\$185.00
Project Manager I	\$160.00
Senior Licensed Design Professional	\$175.00
Licensed Professional II	\$150.00
Licensed Professional I	\$125.00
Construction Engineer II	\$140.00
Construction Engineer I	\$115.00
Graduate Engineer (EIT)	\$110.00
Senior Designer II	\$165.00
Senior Designer I	\$135.00
CADD Technician IV	\$110.00
CADD Technician III	\$95.00
CADD Technician II	\$80.00
CADD Technician I	\$65.00
CEI Technician IV	\$120.00
CEI Technician III	\$100.00
CEI Technician II	\$85.00
CEI Technician I	\$65.00
Clerical Administration II	\$80.00
Clerical Administration I	\$65.00
ROW Agent III	\$145.00
ROW Agent II	\$105.00
ROW Agent I	\$90.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	\$225.00
Survey Party (2-man)	\$165.00
Survey Party (1-man w/Robotic or GPS)	\$110.00
Conductive Locator (1-Man)	\$115.00
Ground Penetrating Radar (1-Man)	\$135.00
Vacuum Excavation (2-Man)	\$290.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- 1) Printing, reproduction, photography or special material for said project.
- 2) Travel expenses outside of the Middle TN area.
- 3) Other consultant fees as approved by the Owner.

EXHIBIT C

TIME SCHEDULE

The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE

To be provided upon NTP – JMT will meet requirements set forth in this contract.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 18. **Resolution #2025-18** - Initial Resolution Authorizing the Issuance of Not to Exceed \$25,000,000 General Obligation Bonds of the City of La Vergne, Tennessee.

Department: Finance

Presented By: Ashley McNulty, Bruce Richardson, Danielle Brown

Item Attachments: 1. Resolution #2025-18

Summary:

This is an Initial Resolution to issue \$25,000,000 in General Obligation Bonds.

Background Information:

This is the initial resolution needed to issue bonds for the City. This authorizes the process to begin and a legal advertisement will be published in the newspaper to allow registered voters 20 days to submit a petition in protest of the issuance of these bonds.

This bond issue will be General Obligation bonds that for FY 2025-2026 will be paid out of the Streets Capital Projects Fund. These funds will be used to fund the first two years of construction for the Blair Road West Extension and the South Waldron Road Widening projects. This bond issue was discussed during the budget process.

Financial Summary:

The bond issue is for \$25 million dollars and will be paid from the General Fund or Streets Capital Projects Fund for twenty (20) years. The annual amount of principal and interest is unknown at this time, but the estimated amount is \$1,875,000 per year.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-18

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$25,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF LA VERGNE,
TENNESSEE

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of La Vergne, Tennessee (the "City") that for the purpose of providing funds to (a) finance, in whole or in part, the (i) construction and improvement of streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements; (ii) acquisition of all property, real and personal, related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing costs; and (b) pay costs incident to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said City in the aggregate principal amount of not to exceed \$25,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the City.

BE IT FURTHER RESOLVED by the Board that the City Recorder of the City be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$25,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the City, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the City shall have been filed with the City Recorder of the City protesting the issuance of the bonds, such bonds will be issued as proposed.

Bruce E. Richardson, City Recorder

RESOLVED this the 7th day of August, 2025.

Mayor

Attested:

City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 19. **Resolution #2025-19** - A Resolution Authorizing the Issuance of Not to Exceed \$25,000,000 in Aggregate Principal Amount of General Obligation Bonds of the City of La Vergne, Tennessee; Making Provision for the Issuance, Sale and Payment of Said Bonds; Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.

Department: Finance

Presented By: Ashley McNulty, Bruce Richardson, Danielle Brown

Item Attachments: 1. Resolution #2025-19

Summary:

This is a detailed Resolution to issue \$25,000,000 in General Obligation Public Improvement Bonds.

Background Information:

This is the detailed resolution needed to issue bonds for the City. This resolution gives all the details for the issuance, sale and payment of said bonds, establishes the terms thereof and the disposition of the proceeds therefrom and provides for the levy of taxes for the payment of the principal, premium and interest on the bonds.

This bond issue will be General Obligation bonds that for FY 2025-2026 will be paid out of the Streets Capital Projects Fund. These funds will be used to fund the first two years of construction for the Blair Road West Extension and the South Waldron Road Widening projects. This bond issue was discussed during the budget process.

Financial Summary:

The bond issue is for \$25 million dollars and will be paid from the General Fund or Streets

Capital Projects Fund for twenty (20) years. The annual amount of principal and interest is unknown at this time, but the estimated amount is \$1,875,000 per year.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-19

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF LA VERGNE, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects of said municipalities; and

WHEREAS, the Board of Mayor and Aldermen (the “Governing Body”) of the City of La Vergne, Tennessee (the “City”) hereby determines that it is necessary and desirable to issue general obligation bonds of the City to provide the funds necessary to (a) finance, in whole or in part, the (i) construction and improvement of streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements; (ii) acquisition of all property, real and personal, related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the “Projects”); and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (b) pay costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, on the date hereof, the Governing Body has adopted an initial resolution (the “Initial Resolution”) authorizing the issuance of not to exceed \$25,000,000 in aggregate principal amount of general obligation bonds for the purposes hereinabove described; and

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of authorizing not to exceed \$25,000,000 in aggregate principal amount of general obligation bonds of the City, in one or more series, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” shall mean not to exceed \$25,000,000 in aggregate principal amount of general obligation bonds of the City, to be dated their date of delivery, with such series designation and such other dated date as the Mayor shall determine pursuant to Section 8 hereof;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the City or the Registration Agent,

constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “City” means the City of La Vergne, Tennessee;

(d) “City Recorder” means the duly acting City Administrator/City Recorder of the City or, in the event that such officer is incapable of acting, his or her duly authorized designee;

(e) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(f) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(g) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) “Finance Director” means the duly acting Finance Director of the City or, in the event that the Finance Director is incapable of acting, his or her duly authorized designee;

(k) “Governing Body” means the Board of Mayor and Aldermen of the City;

(l) “Mayor” means the duly acting Mayor of the City or, in the event that the Mayor is incapable of acting, his or her duly authorized designee;

(m) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(n) “Projects” has the meaning ascribed to it in the above preamble; and

(o) “Registration Agent” means the registration and paying agent for the Bonds, appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the City has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the City’s Debt Management Policy.

(b) Preliminary estimates of approximate debt service and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A. Actual debt service amounts and costs of issuance depend upon a variety of factors, including market conditions at the time of sale of the Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the appropriate fund of the City for prior expenditures for the foregoing costs, if applicable; and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the City in the aggregate principal amount of not to exceed \$25,000,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as “General Obligation Public Improvement Bonds” and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of sale of the Bonds or any emission thereof, payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2026. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2026 through 2046.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the City on April 1, 2035, and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds (“Term Bonds”) with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the City shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the

principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. A notice of optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds, and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date

directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the City in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the City to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the City to call such Bond for redemption; provided, the

Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the City with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the City impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the City and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The City and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the City shall discontinue the Book-Entry System with DTC. If the City fails to identify another

qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE CITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the City of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the City, in its discretion, shall issue, and the Registration Agent, upon written direction from the City, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the City may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the City and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the City and the Registration Agent; and the City may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the City for the expense incurred by it in the issue thereof.

Section 5. Source of Payment and Pledge. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the City. For

the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF RUTHERFORD
CITY OF LA VERGNE
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2025

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, the City of La Vergne, Tennessee (the "City"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2026], and semi-annually thereafter on the first day of [April and October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the designated corporate trust office of _____, _____, _____, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one.

One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registrar is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the City nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the City nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing on or before April 1, 20__, shall mature without option of prior redemption and Bonds maturing April 1, 20__ and thereafter, shall be subject to redemption prior to maturity at the option of the City on April 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the City. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the City shall redeem Bonds maturing
_____ on the redemption dates set forth below opposite

the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. A notice of optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration

Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the City to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$_____ and issued by the City for the purpose of providing funds to (a) finance, in whole or in part, the (i) construction and improvement of streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements; (ii) acquisition of all property, real and personal related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (b) pay costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law, and pursuant to a resolution duly adopted by the Board of Mayor and Aldermen of the City on the 7th day of August, 2025 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the City. For the prompt payment of principal of, [premium, if any.] and interest on this Bond, the full faith and credit of the City are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together

with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor with his [manual or] [facsimile] signature and attested by its City Recorder with his [manual or] [facsimile] signature under an [impression or] facsimile of the corporate seal of the City, all as of the date hereinabove set forth.

CITY OF LA VERGNE, TENNESSEE

BY: [Form of Bond – Do not sign]
Mayor

(SEAL)

ATTESTED:

[Form of Bond – Do not sign]
City Recorder

Transferable and payable at the
designated corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of the City of La Vergne, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

Section 7. Levy of Tax. The City, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the City and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the City to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered at competitive public sale in the manner required by applicable law at prices not less than those required by applicable law. The Bonds may be sold in whole or in part, in one or more series, from time to time, all as shall be determined by the Mayor in consultation with the Municipal Advisor. The Bonds shall be sold at public sale by physical, facsimile or electronic delivery of bids and/or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the City, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the City, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Finance Director and the Municipal Advisor, is further authorized, with respect to each series of Bonds, to:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the City, cause to be sold less than the principal amount authorized herein;

(4) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(5) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof (including, but not limited to establishing the date and year of the first principal payment date), provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the term of any Bonds shall not exceed the reasonably expected economic life of the Projects financed thereby;

(6) adjust the City's optional redemption provisions of the Bonds, including but not limited to making the Bonds callable on other dates and at other redemption prices, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the City; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the City and such premium to be paid by the City or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the City and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the

successful bidder, and such officers, along with any other officer of the City as determined by the Mayor, are further authorized to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to (i) enter into a contract with the Municipal Advisor for municipal advisory services in connection with the sale of the Bonds and (ii) accept the engagement letter from Bass, Berry & Sims PLC, attached hereto as Exhibit B, regarding representation of the City as bond counsel in connection with the Bonds.

(g) No Bonds shall be issued to finance the Projects until publication of the Initial Resolution in a newspaper of general circulation in the City and the passage of twenty (20) days from the date of publication thereof, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) Accrued interest, if any, shall be deposited to the appropriate fund of the City to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2025 Public Improvement Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the City, or shall be deposited in such other manner as permitted by applicable law. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects (including reimbursing the City for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Finance Director in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, at the discretion of the Mayor (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects or (iii) applied to debt service on the Bonds to the extent permitted by applicable law. To the extent permitted by applicable law and subject to consultation with Bond Counsel, any funds remaining in the Construction Fund after completion of the Projects, including earnings from such investments, shall be applied to debt service on the Bonds, subject to any modifications by the Governing Body.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The officers of the City, including but not limited to the Mayor, the City Recorder and the Finance Director, or any of them, as determined by the Mayor and working with

the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the City, or any of them as determined by the Mayor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the City, or any of them as determined by the Mayor, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the City, or any of them as determined by the Mayor, are authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the City except for the omission in the Preliminary Official Statement of such pricing and other information.

If the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

Section 11. Tax Matters.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such event and to that end, the City hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. Also, to that end, the City shall comply with applicable regulations adopted under said Section 148. The City further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the City will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The officers of the City are authorized and directed, on behalf of the City, to execute and deliver all such certificates and documents and to adopt and follow all such regulations, policies and procedures that may be required or advisable, as determined in consultation with Bond Counsel, when complying with the provisions of this Section related to the issuance of the Bonds.

Section 12. Discharge and Satisfaction of Bonds. If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the City shall also pay or cause to be paid all other sums payable hereunder by the City with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the City to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, equals or exceeds the term of those Bonds financing such Projects. In no event shall the term of the Bonds exceed the reasonably expected economic life of the Projects financed with such Bonds.

Section 14. Continuing Disclosure. The City hereby covenants and agrees that it will provide annual financial information and certain event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute, at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the City and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

RESOLVED this the 7th day of August, 2025.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder

EXHIBIT A

PRELIMINARY AND ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
09/03/2025	-	-	-	-
04/01/2026	1,220,000.00	539,289.11	1,759,289.11	-
06/30/2026	-	-	-	1,759,289.11
10/01/2026	-	450,222.50	450,222.50	-
04/01/2027	860,000.00	450,222.50	1,310,222.50	-
06/30/2027	-	-	-	1,760,445.00
10/01/2027	-	438,397.50	438,397.50	-
04/01/2028	880,000.00	438,397.50	1,318,397.50	-
06/30/2028	-	-	-	1,756,795.00
10/01/2028	-	426,077.50	426,077.50	-
04/01/2029	905,000.00	426,077.50	1,331,077.50	-
06/30/2029	-	-	-	1,757,155.00
10/01/2029	-	413,181.25	413,181.25	-
04/01/2030	930,000.00	413,181.25	1,343,181.25	-
06/30/2030	-	-	-	1,756,362.50
10/01/2030	-	399,696.25	399,696.25	-
04/01/2031	960,000.00	399,696.25	1,359,696.25	-
06/30/2031	-	-	-	1,759,392.50
10/01/2031	-	385,296.25	385,296.25	-
04/01/2032	985,000.00	385,296.25	1,370,296.25	-
06/30/2032	-	-	-	1,755,592.50
10/01/2032	-	370,028.75	370,028.75	-
04/01/2033	1,020,000.00	370,028.75	1,390,028.75	-
06/30/2033	-	-	-	1,760,057.50
10/01/2033	-	353,708.75	353,708.75	-
04/01/2034	1,050,000.00	353,708.75	1,403,708.75	-
06/30/2034	-	-	-	1,757,417.50
10/01/2034	-	336,646.25	336,646.25	-
04/01/2035	1,085,000.00	336,646.25	1,421,646.25	-
06/30/2035	-	-	-	1,758,292.50
10/01/2035	-	318,201.25	318,201.25	-
04/01/2036	1,120,000.00	318,201.25	1,438,201.25	-
06/30/2036	-	-	-	1,756,402.50
10/01/2036	-	298,601.25	298,601.25	-
04/01/2037	1,160,000.00	298,601.25	1,458,601.25	-
06/30/2037	-	-	-	1,757,202.50
10/01/2037	-	277,721.25	277,721.25	-
04/01/2038	1,200,000.00	277,721.25	1,477,721.25	-
06/30/2038	-	-	-	1,755,442.50
10/01/2038	-	253,721.25	253,721.25	-
04/01/2039	1,250,000.00	253,721.25	1,503,721.25	-
06/30/2039	-	-	-	1,757,442.50
10/01/2039	-	228,096.25	228,096.25	-
04/01/2040	1,300,000.00	228,096.25	1,528,096.25	-
06/30/2040	-	-	-	1,756,192.50
10/01/2040	-	200,796.25	200,796.25	-
04/01/2041	1,355,000.00	200,796.25	1,555,796.25	-
06/30/2041	-	-	-	1,756,592.50
10/01/2041	-	172,002.50	172,002.50	-
04/01/2042	1,415,000.00	172,002.50	1,587,002.50	-
06/30/2042	-	-	-	1,759,005.00
10/01/2042	-	141,580.00	141,580.00	-
04/01/2043	1,475,000.00	141,580.00	1,616,580.00	-
06/30/2043	-	-	-	1,758,160.00
10/01/2043	-	109,130.00	109,130.00	-
04/01/2044	1,540,000.00	109,130.00	1,649,130.00	-
06/30/2044	-	-	-	1,758,260.00
10/01/2044	-	74,865.00	74,865.00	-
04/01/2045	1,610,000.00	74,865.00	1,684,865.00	-
06/30/2045	-	-	-	1,759,730.00
10/01/2045	-	38,640.00	38,640.00	-
04/01/2046	1,680,000.00	38,640.00	1,718,640.00	-
06/30/2046	-	-	-	1,757,280.00
Total	\$25,000,000.00	\$11,912,509.11	\$36,912,509.11	-

COSTS OF ISSUANCE DETAIL

Financial Advisor.....	\$38,500.00
Bond Counsel.....	\$35,000.00
Rating Agency Fee.....	\$20,000.00
Registration/Paying Agent Fee.....	\$1,000.00
I-Preo Electronic Bidding Fee.....	\$1,646.25
TOTAL.....	\$96,146.25

Interest costs and issuance costs for the Bonds are estimated and preliminary and depend upon various factors, including market conditions at the time of sale. The amount of the underwriter's discount will be determined through the competitive bid process and disclosed in the winning bid.

EXHIBIT B

Bond Counsel Engagement Letter

BASS, BERRY & SIMS PLC

August 7, 2025

City of La Vergne, Tennessee
5093 Murfreesboro Road
La Vergne, TN 37086
Attention: Mayor

Re: Issuance of Not to Exceed \$25,000,000 in Aggregate Principal Amount of General Obligation Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of La Vergne, Tennessee (the “Issuer”), in connection with the issuance of the above-referenced bonds (the “Bonds”). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in the detailed bond resolution (the “Resolution”) authorizing the Bonds, adopted on August 7, 2025, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon acceptance of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEs

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$35,000.00 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and

provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closing(s) and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in a writing signed by an authorized officer. Otherwise, we look forward to working with you.

STATE OF TENNESSEE)

COUNTY OF RUTHERFORD)

I, Bruce E. Richardson, certify that I am the duly qualified and acting City Recorder of the City of La Vergne, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the City held on August 7, 2025, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to general obligation bonds of said City.

WITNESS my official signature and seal of said City this ____ day of August, 2025.

City Recorder

(SEAL)

47866807.2



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 20. **Resolution #2025-20** - Initial Resolution Authorizing the Issuance of Not to Exceed \$20,000,000 Water and Sewer Revenue and Tax Bonds of the City of La Vergne, Tennessee.

Department: Finance

Presented By: Ashley McNulty, Bruce Richardson, Danielle Brown

Item Attachments: 1. Resolution #2025-20

Summary:

This is an Initial Resolution to issue \$20,000,000 in Water and Sewer Revenue and Tax Bonds.

Background Information:

This is the initial resolution needed to issue bonds for the City. This authorizes the process to begin and a legal advertisement will be published in the newspaper to allow registered voters 20 days to submit a petition in protest of the issuance of these bonds.

This bond issue will be Water and Sewer Revenue and Tax bonds that will be paid out of the Water and Sewer Fund. These funds will be used to fund the construction of several water and sewer projects, including the projects necessary for the Blair Road West Extension and the South Waldron Road Widening projects. This bond issue was discussed during the budget process and was planned for in the water and sewer rate study that was completed in 2024.

Financial Summary:

The bond issue is for \$20 million dollars and will be paid from the Water and Sewer Fund for twenty (20) years. The annual amount of principal and interest is unknown at this time, but the estimated amount is \$1,500,000 per year.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-20

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$20,000,000 WATER AND SEWER REVENUE AND TAX BONDS OF THE CITY OF
LA VERGNE, TENNESSEE

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of La Vergne, Tennessee (the "City") that for the purpose of providing funds to (a) finance, in whole or in part, the (i) improvement and extension of the water and sewer system (the "System") of the City; (ii) acquisition of all property, real and personal, related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing costs; and (b) pay costs incident to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said City in the aggregate principal amount of not to exceed \$20,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from and secured by a pledge of the income and revenues to be derived from the operation of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System and to prior pledges of such revenues in favor of certain prior lien obligations payable from the revenues of the System. In the event of a deficiency in such revenues, the bonds authorized herein are payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the City.

BE IT FURTHER RESOLVED by the Board that the City Recorder of the City be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$20,000,000 water and sewer revenue and tax bonds to be published in full in a newspaper having a general circulation in the City, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the City shall have been filed with the City Recorder of the City protesting the issuance of the bonds, such bonds will be issued as proposed.

Bruce E. Richardson, City Recorder

RESOLVED this the 7th day of August, 2025.

Mayor

Attested:

City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 21. **Resolution #2025-21** - A Resolution Authorizing the Issuance of Not to Exceed \$20,000,000 in Aggregate Principal Amount of Water and Sewer Revenue and Tax Bonds of the City Of La Vergne, Tennessee; Making Provision for the Issuance, Sale and Payment of Said Bonds; Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.

Department: Finance

Presented By: Ashley McNulty, Bruce Richardson, Danielle Brown

Item Attachments: 1. Resolution #2025-21

Summary:

This is detailed Resolution to issue \$20,000,000 in Water and Sewer Revenue and Tax Bonds.

Background Information:

This is the detailed resolution needed to issue bonds for the City. This resolution gives all the details for the issuance, sale and payment of said bonds, establishes the terms thereof and the disposition of the proceeds therefrom and provides for the levy of taxes for the payment of the principal, premium and interest on the bonds.

This bond issue will be Water and Sewer Revenue and Tax bonds that will be paid out of the Water and Sewer Fund. These funds will be used to fund the construction of several water and sewer projects, including the projects necessary for the Blair Road West Extension and the South Waldron Road Widening projects. This bond issue was discussed during the budget process and was planned for in the water and sewer rate study that was completed in 2024.

Financial Summary:

The bond issue is for \$20 million dollars and will be paid from the Water and Sewer Fund for twenty (20) years. The annual amount of principal and interest is unknown at this time, but the estimated amount is \$1,500,000 per year.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-21

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE AND TAX BONDS OF THE CITY OF LA VERGNE, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects of said municipalities; and

WHEREAS, the Board of Mayor and Aldermen (the “Governing Body”) of the City of La Vergne, Tennessee (the “City”) hereby determines that it is necessary and desirable to issue water and sewer revenue and tax bonds of the City to provide the funds necessary to (a) finance, in whole or in part, the (i) improvement and extension of the water and sewer system (the “System”) of the City; (ii) acquisition of all property, real and personal, related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the “Projects”); and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (b) pay costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, on the date hereof, the Governing Body has adopted an initial resolution (the “Initial Resolution”) authorizing the issuance of not to exceed \$20,000,000 in aggregate principal amount of water and sewer revenue and tax bonds for the purposes hereinabove described; and

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of authorizing not to exceed \$20,000,000 in aggregate principal amount of water and sewer revenue and tax bonds of the City, in one or more series, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” shall mean not to exceed \$20,000,000 in aggregate principal amount of water and sewer revenue and tax bonds of the City, to be dated their date of delivery, with such series designation and such other dated date as the Mayor shall determine pursuant to Section 10 hereof;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the City or the Registration Agent,

constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “City” means the City of La Vergne, Tennessee;

(d) “City Recorder” means the duly acting City Administrator/City Recorder of the City or, in the event that such officer is incapable of acting, his or her duly authorized designee;

(e) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(f) “Current Expenses” means the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, including the cost of salaries, wages, cost of material and supplies and insurance premiums, but shall exclude depreciation and interest expense;

(g) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(h) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(i) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(j) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(k) “Finance Director” means the duly acting Finance Director of the City or, in the event that the Finance Director is incapable of acting, his or her duly authorized designee;

(l) “Governing Body” means the Board of Mayor and Aldermen of the City;

(m) “Gross Earnings” means all revenues, rentals, earnings and income of the System from whatever source, including all revenues derived from the operation of the System, including proceeds from the sale of property; proceeds of insurance and condemnation awards and compensation for damages, to the extent not applied to the payment of the cost of repairs, replacements and improvements; and all amounts realized from the investment of funds of the System, including money in any accounts and funds created by this resolution, and resolutions authorizing any Prior Lien Obligations and resolutions authorizing any Parity Bonds or subordinate lien bonds (excluding any investment earnings from funds created to refund any outstanding bonds of the System or deposited to a construction fund established by a resolution authorizing such bonds to the extent set forth in such resolution);

(n) “Mayor” means the duly acting Mayor of the City or, in the event that the Mayor is incapable of acting, his or her duly authorized designee;

(o) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(p) “Net Revenues” means Gross Earnings of the System, less Current Expenses, excluding any profits or losses on the sale or other disposition, not in the ordinary course of business, on investments or fixed or capital assets;

(q) “Parity Bonds” means bonds issued on a parity with the Bonds herein authorized in accordance with the restrictive provisions of Section 8 hereof;

(r) “Prior Lien Obligations” means, to the extent outstanding, the City's Water and Sewer Revenue and Tax Refunding Bonds, Series 2021 (Federally Taxable), dated August 12, 2021, and any other outstanding obligationscom issued prior to the date hereof with a lien on the Gross Earnings of the System;

(s) “Projects” has the meaning ascribed to it in the above preamble;

(t) “Registration Agent” means the registration and paying agent for the Bonds, appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body; and

(u) “System” means the complete water and sewer system of the City, together with, and including all water and sewer system properties of every nature hereafter owned by the City, including all improvements and extensions made by the City while the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the water and sewer system, and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the City has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the City’s Debt Management Policy.

(b) Preliminary estimates of approximate debt service and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A. Actual debt service amounts and costs of issuance depend upon a variety of factors, including market conditions at the time of sale of the Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the appropriate fund of the City for prior expenditures for the foregoing costs, if applicable; and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued water and sewer revenue and tax bonds, in one or more series, of the City in the aggregate principal amount of not to exceed \$20,000,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as “Water and Sewer Revenue and Tax Bonds” and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 10 hereof. Subject to adjustments permitted pursuant to Section 10 hereof, the Bonds shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of sale of the Bonds or any emission thereof, payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2026. Subject to adjustments permitted in Section 10 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2026 through 2046.

(b) Subject to the adjustments permitted under Section 10 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the City on April 1, 2035, and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 10 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the City shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 10 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. A notice of optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and

when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the City in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the
record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be

paid by the City to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the City to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the City with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the City impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations,

with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the City and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The City and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the City shall discontinue the Book-Entry System with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE CITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the City of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the City, in its discretion, shall issue, and the Registration Agent, upon written direction from the City, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the City may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the City and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the City and the Registration Agent; and the City may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the City for the expense incurred by it in the issue thereof.

Section 5. Source of Payment and Pledge. The Bonds shall be payable primarily from and be secured by a pledge of the Net Revenues to be derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of Prior Lien Obligations; and in the event of a deficiency of such Net Revenues, the Bonds shall be payable from and secured by unlimited *ad valorem* taxes to be levied on all taxable property within the corporate limits of the City. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF RUTHERFORD
CITY OF LA VERGNE
WATER AND SEWER REVENUE AND TAX BOND, SERIES 2025

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, the City of La Vergne, Tennessee (the “City”), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2026], and semi-annually thereafter on the first day of [April and October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the designated corporate trust office of _____, _____, _____, as registration and paying agent (the “Registration Agent”). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the “Regular Record Date”) by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the “Special Record Date”) for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registrar is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the City nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of

ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the City nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing on or before April 1, 20__ shall mature without option of prior redemption, and Bonds maturing April 1, 20__ and thereafter shall be subject to redemption prior to maturity at the option of the City on April 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the City. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the City shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
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***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. A notice of optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The

Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the City to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the City for the purpose of providing funds to (a) finance, in whole or in part, the (i) improvement and extension of the water and sewer system (the "System") of the City; (ii) acquisition of all property, real and personal related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (b) pay costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law, and pursuant to a resolution duly adopted by the Board of Mayor and Aldermen of the City on the 7th day of August, 2025 (the "Resolution").

This Bond is payable primarily from and secured by a pledge of the income and revenues to be derived from the operation of the City's water and sewer system (the "System"), subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System and to the prior pledge of such revenues in favor of the City's outstanding, to the extent outstanding, Water and Sewer Revenue and Tax Refunding Bonds, Series 2021 (Federally Taxable), dated August 12, 2021[, and any other outstanding obligations issued prior to the date hereof with a lien on the Gross Earnings of the System]. In the event of a deficiency in such revenues, this Bond is payable from and secured by unlimited *ad valorem* taxes to be levied on all taxable property within the corporate limits of the City. For the prompt payment of principal of [,premium, if any,] and interest on this Bond, the full faith and credit of the City are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor with his [manual or] [facsimile] signature and attested by its City Recorder with his [manual or] [facsimile] signature under an [impression or] facsimile of the corporate seal of the City, all as of the date hereinabove set forth.

CITY OF LA VERGNE, TENNESSEE

BY: [Form of Bond – Do not sign]
Mayor

(SEAL)

ATTESTED:

[Form of Bond – Do not sign]
City Recorder

Transferable and payable at the
designated corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of the City of La Vergne, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

Section 7. Pledge of Net Revenues and Levy of Tax. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, there is hereby pledged for such payment the Net Revenues derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of the Prior Lien Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in such Net Revenues for the purposes herein provided, the City, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Net Revenues of the System and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the City and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the City to the payment of debt service on the Bonds.

Section 8. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The punctual payment of principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or execution or delivery, and, subject to the payment of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Except as hereinafter provided, the City will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Gross Earnings of the System on a parity with or having priority over the Bonds.

Additional bonds, notes and other debt obligations may hereafter be issued on a parity with the Bonds under the following conditions but not otherwise:

(a) Additional bonds may be issued on a parity with the Bonds without regard to the requirements of subsection (b) of this Section if such bonds shall be issued for the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three months after the date of delivery of such refunding bonds.

(b) Additional bonds, notes and other debt obligations may be issued on a parity with the Bonds if all of the following conditions are met:

(i) The Net Revenues of the System for any twelve (12) consecutive months during the eighteen (18) months immediately preceding the issuance of the additional bonds, notes and other debt obligations must have been equal to 1.20 times the maximum annual interest and principal requirements for any succeeding fiscal year on all bonds, notes and other debt obligations then outstanding payable from the Gross Earnings of the System (but excluding any bonds, notes and other debt obligations to be refunded from the proceeds of such bonds, notes and other debt obligations proposed to be issued) and the bonds, notes and other debt obligations so proposed to be issued; provided, however, that if prior to the authorization of such additional bonds, notes and other debt obligations, the City shall have adopted and put into effect a revised schedule of rates for the System or expanded the System (or will expand the System in connection with the issuance of the additional bonds) so that its capacity is increased, then the Net Revenues for the twelve (12) months of the eighteen (18) months immediately preceding the issuance of such additional bonds, notes and other debt obligations, as certified by an independent engineer or engineering firm with a favorable reputation for skill and experience in the design and operation of water

and sewer systems or a nationally recognized firm of financial feasibility consultants having a favorable reputation for skill and experience in the financial feasibility of water and sewer systems, which would have resulted from such rates had they been in effect for such period or would have resulted from such additional capacity, may be used in lieu of the actual Net Revenues for such period;

(ii) No default in the payment of principal of and interest on the Bonds and any Parity Bonds shall have occurred; and

(iii) The proceeds of the additional bonds, notes or other debt obligations must be used solely for the making of improvements, extensions, renewals or replacements to the System, or to refund Bonds, any Parity Bonds or subordinate lien bonds or notes.

Section 9. Charges for Services Supplied by the System. While the Bonds and any Parity Bonds remain outstanding and unpaid, the City covenants and agrees that it will permit no free service to be furnished to any consumer or user whatsoever, and the charges for all services supplied through the medium of the System to the City and its residents and to all consumers shall be reasonable and just, taking into account and consideration the cost and value of the System and the cost of maintaining, operating, repairing, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on all bonds and other obligations payable from such Net Revenues, and there shall be charged against all users of the services of the System such rates and amounts as shall be fully adequate to meet the debt service requirements of the Bonds.

Section 10. Sale of Bonds.

(a) The Bonds shall be offered at competitive public sale in the manner required by applicable law at prices not less than those required by applicable law. The Bonds may be sold in whole or in part, in one or more series, from time to time, all as shall be determined by the Mayor in consultation with the Municipal Advisor. The Bonds shall be sold at public sale by physical, facsimile or electronic delivery of bids and/or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the City, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the City, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Finance Director and the Municipal Advisor, is further authorized, with respect to each series of Bonds, to:

(1) change the dated date of the Bonds to a date other than the date of issuance of the Bonds;

(2) designate the Bonds, or any series thereof, to a designation other than "Water and Sewer Revenue and Tax Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the City, cause to be sold less than the principal amount authorized herein;

(4) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(5) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof (including, but not limited to establishing the date and year of the first principal payment date), provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the term of any Bonds shall not exceed the reasonably expected economic life of the Projects financed thereby;

(6) adjust the City's optional redemption provisions of the Bonds, including but not limited to making the Bonds callable on other dates and at other redemption prices, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the City; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the City and such premium to be paid by the City or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the City and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "Water and Sewer Revenue and Tax Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 10 hereof.

(e) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the

successful bidder, and such officers, along with any other officer of the City as determined by the Mayor, are further authorized to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to (i) enter into a contract with the Municipal Advisor for municipal advisory services in connection with the sale of the Bonds and (ii) accept the engagement letter from Bass, Berry & Sims PLC, attached hereto as Exhibit B, regarding representation of the City as bond counsel in connection with the Bonds.

(g) No Bonds shall be issued to finance the Projects until publication of the Initial Resolution in a newspaper of general circulation in the City and the passage of twenty (20) days from the date of publication thereof, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 11. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) Accrued interest, if any, shall be deposited to the appropriate fund of the City to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2025 Water and Sewer Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the City, or shall be deposited in such other manner as permitted by applicable law. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects (including reimbursing the City for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Finance Director in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, at the discretion of the Mayor (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects or (iii) applied to debt service on the Bonds to the extent permitted by applicable law. To the extent permitted by applicable law and subject to consultation with Bond Counsel, any funds remaining in the Construction Fund after completion of the Projects, including earnings from such investments, shall be applied to debt service on the Bonds, subject to any modifications by the Governing Body.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 12. Official Statement. The officers of the City, including but not limited to the Mayor, the City Recorder and the Finance Director, or any of them, as determined by the Mayor and working with

the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the City, or any of them as determined by the Mayor, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the City, or any of them as determined by the Mayor, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the City, or any of them as determined by the Mayor, are authorized, on behalf of the City, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the City except for the omission in the Preliminary Official Statement of such pricing and other information.

If the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

Section 13. Tax Matters.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such event and to that end, the City hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. Also, to that end, the City shall comply with applicable regulations adopted under said Section 148. The City further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the City will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The officers of the City are authorized and directed, on behalf of the City, to execute and deliver all such certificates and documents and to adopt and follow all such regulations, policies and procedures that may be required or advisable, as determined in consultation with Bond Counsel, when complying with the provisions of this Section related to the issuance of the Bonds.

Section 14. Discharge and Satisfaction of Bonds. If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the City shall also pay or cause to be paid all other sums payable hereunder by the City with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the City to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 15. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, equals or exceeds the term of those Bonds financing such Projects. In no event shall the term of the Bonds exceed the reasonably expected economic life of the Projects financed with such Bonds.

Section 16. Continuing Disclosure. The City hereby covenants and agrees that it will provide annual financial information and certain event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute, at the closing of the sale of the

Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the City and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

RESOLVED this the 7th day of August, 2025.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder

EXHIBIT A

PRELIMINARY AND ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE

Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
09/03/2025	-	-	-	-
04/01/2026	975,000.00	431,416.56	1,406,416.56	-
06/30/2026	-	-	-	1,406,416.56
10/01/2026	-	360,178.75	360,178.75	-
04/01/2027	685,000.00	360,178.75	1,045,178.75	-
06/30/2027	-	-	-	1,405,357.50
10/01/2027	-	350,760.00	350,760.00	-
04/01/2028	705,000.00	350,760.00	1,055,760.00	-
06/30/2028	-	-	-	1,406,520.00
10/01/2028	-	340,890.00	340,890.00	-
04/01/2029	725,000.00	340,890.00	1,065,890.00	-
06/30/2029	-	-	-	1,406,780.00
10/01/2029	-	330,558.75	330,558.75	-
04/01/2030	745,000.00	330,558.75	1,075,558.75	-
06/30/2030	-	-	-	1,406,117.50
10/01/2030	-	319,756.25	319,756.25	-
04/01/2031	765,000.00	319,756.25	1,084,756.25	-
06/30/2031	-	-	-	1,404,512.50
10/01/2031	-	308,281.25	308,281.25	-
04/01/2032	790,000.00	308,281.25	1,098,281.25	-
06/30/2032	-	-	-	1,406,562.50
10/01/2032	-	296,036.25	296,036.25	-
04/01/2033	815,000.00	296,036.25	1,111,036.25	-
06/30/2033	-	-	-	1,407,072.50
10/01/2033	-	282,996.25	282,996.25	-
04/01/2034	840,000.00	282,996.25	1,122,996.25	-
06/30/2034	-	-	-	1,405,992.50
10/01/2034	-	269,346.25	269,346.25	-
04/01/2035	870,000.00	269,346.25	1,139,346.25	-
06/30/2035	-	-	-	1,408,692.50
10/01/2035	-	254,556.25	254,556.25	-
04/01/2036	900,000.00	254,556.25	1,154,556.25	-
06/30/2036	-	-	-	1,409,112.50
10/01/2036	-	238,806.25	238,806.25	-
04/01/2037	930,000.00	238,806.25	1,168,806.25	-
06/30/2037	-	-	-	1,407,612.50
10/01/2037	-	222,066.25	222,066.25	-
04/01/2038	960,000.00	222,066.25	1,182,066.25	-
06/30/2038	-	-	-	1,404,132.50
10/01/2038	-	202,866.25	202,866.25	-
04/01/2039	1,000,000.00	202,866.25	1,202,866.25	-
06/30/2039	-	-	-	1,405,732.50
10/01/2039	-	182,366.25	182,366.25	-
04/01/2040	1,040,000.00	182,366.25	1,222,366.25	-
06/30/2040	-	-	-	1,404,732.50
10/01/2040	-	160,526.25	160,526.25	-
04/01/2041	1,085,000.00	160,526.25	1,245,526.25	-
06/30/2041	-	-	-	1,406,052.50
10/01/2041	-	137,470.00	137,470.00	-
04/01/2042	1,130,000.00	137,470.00	1,267,470.00	-
06/30/2042	-	-	-	1,404,940.00
10/01/2042	-	113,175.00	113,175.00	-
04/01/2043	1,180,000.00	113,175.00	1,293,175.00	-
06/30/2043	-	-	-	1,406,350.00
10/01/2043	-	87,215.00	87,215.00	-
04/01/2044	1,230,000.00	87,215.00	1,317,215.00	-
06/30/2044	-	-	-	1,404,430.00
10/01/2044	-	59,847.50	59,847.50	-
04/01/2045	1,285,000.00	59,847.50	1,344,847.50	-
06/30/2045	-	-	-	1,404,695.00
10/01/2045	-	30,935.00	30,935.00	-
04/01/2046	1,345,000.00	30,935.00	1,375,935.00	-
06/30/2046	-	-	-	1,406,870.00
Total	\$20,000,000.00	\$9,528,684.06	\$29,528,684.06	-

COSTS OF ISSUANCE DETAIL

Financial Advisor.....	\$38,500.00
Bond Counsel.....	\$35,000.00
Rating Agency Fee.....	\$18,000.00
Registration/Paying Agent Fee.....	\$1,000.00
I-Preo Electronic Bidding Fee.....	\$1,646.25
TOTAL.....	\$94,146.25

Interest costs and issuance costs for the Bonds are estimated and preliminary and depend upon various factors, including market conditions at the time of sale. The amount of the underwriter's discount will be determined through the competitive bid process and disclosed in the winning bid.

EXHIBIT B

Bond Counsel Engagement Letter

BASS, BERRY & SIMS PLC

August 7, 2025

City of La Vergne, Tennessee
5093 Murfreesboro Road
La Vergne, TN 37086
Attention: Mayor

Re: Issuance of Not to Exceed \$20,000,000 in Aggregate Principal Amount of Water and Sewer Revenue and Tax Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of La Vergne, Tennessee (the “Issuer”), in connection with the issuance of the above-referenced bonds (the “Bonds”). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in the detailed bond resolution (the “Resolution”) authorizing the Bonds, adopted on August 7, 2025, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon acceptance of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$35,000.00 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances

arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closing(s) and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in a writing signed by an authorized officer. Otherwise, we look forward to working with you.

STATE OF TENNESSEE)

COUNTY OF RUTHERFORD)

I, Bruce E. Richardson, certify that I am the duly qualified and acting City Recorder of the City of La Vergne, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the City held on August 7, 2025, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to water and sewer revenue and tax bonds of said City.

WITNESS my official signature and seal of said City this ____ day of August, 2025.

City Recorder

(SEAL)

47867292.2



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: August 5, 2025

Item #: 22.A. Beautification and Arts Advisory Committee. (Two terms are vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding vacant terms on the Beautification and Arts Advisory Committee.

Background Information:

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2029
Ashley Bruley	March 2025	April 30, 2029
Vacant (Anne Carter)		April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Vacant (Laura Ward)		April 30, 2028
Dianne Zahnle	May 2022	April 30, 2026

We have two vacant positions due to resignations. We are advertising these vacancies on Channel 3 and Social Media, but have not received any applications at this time.

If we do not have any applications by the meeting on Thursday, August 7, 2025, this item will be removed from the agenda.

Financial Summary:

N/A

Staff Recommendation:

N/A