



EAGLEVILLE CITY COUNCIL WORK SESSION AGENDA

108 South Main Street Eagleville City Hall
Thursday, October 17, 2024 7:00 p.m.

Prior to meeting, please silence all electronic devices.

1. MAYORS WELCOME and CALL TO ORDER – Mayor Chad Leeman
2. ROLL CALL – City Recorder Christina Rivas
3. DISCUSSION
 - a) Discussion of Rental House and Contract for Management
 - b) Discussion of Park Board Recommendation of Park Fees
 - c) Discussion of Pickle Ball Courts
 - d) Discussion of City Manager Time Off
 - e) Discussion of October 24 Meeting
 - f) Discussion of TN Highway Safety Officer F\FY 2025 Grant
 - g) Updates of Annexed Properties or Properties to be Annexed
 - h) Updates of Development Fee Study
 - i) Updates of Engineering Items (Paving, Demolition etc)
 - j) Updates of Public Safety Center
4. ADJOURNMENT

ITEM 3a

- Discussion of Rental House and Contract for Management



Maples Realty & Auction Co. PROPERTY MANAGEMENT

2245 KEENELAND COMMERCIAL BLVD • MURFREESBORO, TN 37127 •
PHONE: 615-956-9591 • FAX: 1-615-410-4260
Email: rental@maplesrentals.com

Management Agreement

CONTRACT: This Management Agreement to manage residential rental property is made and entered into: **October 18, 2023**; By MAPLES REALTY & AUCTION, CO. LLC - PROPERTY MANAGEMENT, hereinafter referred to as “Property Manager” and between City of Eagleville-Hellyn Riggins, City Manager, hereinafter referred to as “Owner(s)”.

SUBJECT PROPERTY: The property(s) to be managed will be:

Address: 118 S Main St. Eagleville TN 37060

Address: _____

Address: _____

TERM: The term of this agreement will be 12 calendar months starting: **October 18, 2023** and ending on **October 17, 2024**. This contract is renewable annually. OWNER(S) will give a 30-day written notice to Property Manager prior to expiration of this contract to terminate this agreement. OWNER(S) further understand and agree that funds may be withheld for up to sixty (60) days after the end of the month in which this agreement is terminated to pay bills previously incurred but not yet invoiced and to close accounts. This contract will supersede all previous contracts between OWNER(S) and Property Manager regarding the above-mentioned property.

CONSIDERATION: The management fee will be 10% of gross income from the property. Property manager shall retain all application fees. There is a onetime set up fee of **\$300** for initial set up of the property being leased to cover photos, inspections, data entry, comps to establish rent rate, scheduling of any necessary painting or repairs and marketing of property. A **\$100** fee will be assessed on rollover to cover inspections, utilities setup and payment, scheduling of painting, cleaning and repairs as well as marketing and showing, etc.

MISCELLANEOUS SERVICE FEES AND CHARGES: OWNER(S) agree to pay Property Manager for any non-routine services connected with the management and operation of the property or for services not covered under this agreement. These services include, but are not limited to, the handling of calamity, natural disaster or insurance claims. The fee for extensive remodeling, redecorating or restoration in excess of \$10,000 of supervised work is 5% of gross repair costs.

Initials 

RESPONSIBILITIES OF PROPERTY MANAGER: Property Manager will have the following responsibilities:

- 1) **RENTING THE PROPERTY:** Property Manager will make timely efforts to ensure the property is rented. Property Manager will also have the right to execute and enter into on behalf of OWNER(S), leases of the property on the terms, conditions and rental price, as determined by Property Manager in cooperation with OWNER(S). Property Manager may negotiate all extensions and renewals of such leases. Property Manager, in cooperation with the OWNER(S), will have the right to set fair market rental rates and make rental concessions as needed, to induce prospective tenants to occupy the property. If any one unit of the property is vacant for more than thirty (30) days, OWNER(S) have the right to terminate this contract.

- 2) **MAINTENANCE/REPAIRS:** Property Manager will make or cause to be made and supervise repairs and alterations, and do decorating on the property. OWNER(S) hereby authorize Property Manager to purchase supplies and pay all bills thereof, at OWNER(S)' expense. The property Manager agrees to secure the prior approval of OWNER(S) on all non-routine expenditures in excess of \$call owner 1st except in emergency situations for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Property Manager such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for in the lease. All expenses incurred in maintenance will be paid for by OWNER(S) and will be deducted from OWNER(S)' monthly income check. If the monthly income check is insufficient to cover the charges, Property Manager will bill any extra expenses to OWNER(S).

- 3) **ADVERTISING:** Property Manager will be responsible for advertising the property for rent. There will be no fee for marketing on Property Managers website, a "FOR LEASE" sign, or any internet marketing that has no direct expense. Any cost born by additional print advertising, internet marketing or other forms of advertising requested by OWNER(S) will be at OWNER(S)' expense. A "FOR LEASE" sign may be placed on the property with permission from OWNER(S).

- 4) **BILLS:** Property Manager will be responsible for writing and sending the payments for all bills with the exception of property taxes and property insurance. These bills will include, but are not limited to, utilities, subcontractors, vendors and suppliers. These bills will be paid for from the income generated from the property and will be expensed to OWNER(S). If the income generated is not enough to cover the payments, OWNER(S) will remit payment to Property Manager upon request. Bills will be paid in the following priority:
 - Property Manager
 - Utility Companies
 - Vendors
 - Other bills due
 - Owner(s)

- 5) **SECURITY DEPOSITS:** Property Manager will maintain an escrow account at a national or state member bank that is a member of the Federal Deposit Insurance Corporation for all security deposits to be held. This account will not generate any interest. Any security deposits held by OWNER(S) prior to this contract will be transferred to Property Manager to be placed in this account. Upon termination of this agreement, security deposits will only be transferred either to another escrow account, specifically designated for tenant security deposits, or back to the tenant as per TCA Title 66-28-301(a) minus any charges for damages or cleaning as stated in the lease agreement.
- 6) **MONTHLY STATEMENTS:** Property Manager will send OWNER(S) monthly statements in the form of US mail, e-mail, fax or through the owner portal when payment is processed each month. Payments are processed between the 5th and 10th day of each month barring in unforeseen circumstances.
- 7) **END OF THE YEAR REPORT:** Property Manager will send an end of the year report along with the IRS required form 1099 by the 15th of February of the following year.
- 8) **PROPERTY SURVEY:** Property Manager shall walk through any unit upon termination of a lease to assess any possible damages. Damages may or may not be deducted from the tenant's security deposit. This will be determined by Property Manager in accordance with the lease terms and all applicable state and federal laws.
- 9) **LOCKBOXES:** Property Manager may affix a lockbox on a property during a turnover period to allow approved vendors entrance to the property or to allow licensed real estate agents to show the unit to prospective tenants.
- 10) **FAIR HOUSING:** Property Manager shall comply with all Federal and State Fair housing laws. The property will be available for and shown to people from any of the protected classes. There will be no discrimination against race, color, religion, national origin, sex, sexual orientation, handicap or familial status.
- 11) **LATE FEES AND NSF CHECK FEES:** Property Manager shall split any late fees collected with 50% going to Property Manager and 50% going to Owner(s) due to the additional administrative work entailed in correcting this action.

RESPONSIBILITIES OF OWNER(S): OWNER(S) will have the following responsibilities:

- 1) **DEFICIT BALANCE:** OWNER(S) shall promptly pay any deficit balance upon receipt of the monthly statement which reports the amount due. OWNER(S) agree to report any error or discrepancy in writing within thirty (30) days of receipt of monthly statement. Failure to report any such error within thirty (30) days of each statement, constitutes a waiver of any such claim.
- 2) **PROPERTY CONDITIONS:** OWNER(S) will allow Property Manager to make necessary repairs to the property to offer tenants a quality home. If Property Manager feels that

OWNER(S) are not offering a good quality of living for the tenants, Property Manager may terminate this contract.

- 3) **TERMINATION OF AGREEMENT:** OWNER(S) agree upon termination of this agreement to pay the management fee for any properties under lease to the end of the period set forth in this agreement.

OTHER ITEMS:

- 1) **EMPLOYMENT OF AGENT:** Property Manager is a licensed real estate agent and shall act as exclusive agent of OWNER(S) to manage, operate and maintain the property.
- 2) **NOTICES:** All notices in this agreement shall be in writing. These notices may be in electronic form, such as email or fax; hand delivered; available in the owner portal or delivered by U.S. Postal Service.
- 3) **HOLD HARMLESS:** OWNER(S) further agree to hold Property Manager harmless from all damage suits in connection with the management of the property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his/her own expense, necessary public liability insurance adequate to protect the interest of the parties hereto, which policies will be so written to protect Property Manager in the same manner and the same extent they protect OWNER(S).
- 4) **INDEMNIFICATION:** Property Manager shall not be deemed as a guarantor for the collection of any rent payment. OWNER(S) further hold Property Manager harmless for any damage, collection loss or repair expenses.
- 5) **INSURANCE:** OWNER(S) shall obtain at his/her own expense a fire and extended coverage hazard insurance policy in the amount equal to the full replacement cost of the structure and other improvements situated on the property. OWNER(S) will deliver insurance certificates evidencing such insurance coverage to Property Manager within ten (10) days of the execution of this agreement by and between the parties.
- 6) **TERMINATION DUE TO MANAGER FAILURE:** If Property Manager fails to perform under the terms of this agreement, OWNER(S) shall notify Property Manager in writing. If the fault is not cured within thirty (30) days, OWNER(S) shall have the right to terminate this agreement with a thirty (30) day written notice and will not be responsible for the 10% management fee after termination date of contract.
- 7) **NSF CHECKS:** OWNER(S) realize that Property Manager may accept checks for rental payment. OWNER(S) agree to reimburse Property Manager for any sums that have been disbursed by Property Manager to OWNER(S) on the faith that a tenant's check was good when such check was returned if Property Manager is unable to recover the funds from the tenant.
- 8) **AUTHORITY:** OWNER(S) hereby give authority to Property Manager to sign, renew, and/or cancel leases for the property or any part thereof; to collect rents due or to become due and



give receipts thereof; to terminate tenancies and to sign and to serve in the same name of the OWNER(S) such notices as are appropriate; to institute and prosecute actions to evict tenants and to recover possession of said premises; to sue for in the name of OWNER(S) and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies.

9) ATTORNEY'S FEES: If Property Manager brings litigation to enforce any of the terms hereof, and OWNER(S) is/are the prevailing party, Property Manager shall bear all costs and expenses of litigation including, but not limited to, reasonable attorney fees. If OWNER(S) bring litigation to enforce any terms hereof and Property Manager is the prevailing party, OWNER(S) shall bear all cost and expenses of litigation including, but not limited to, reasonable attorney fees.

10) GOVERNING LAWS: This agreement, the relative rights and obligations of the parties, and all performance hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee.

11) TENANT TERMINATION: OWNER(S) grant Property Manager the authority to negotiate early termination of a lease if such action is deemed necessary due to nonpayment of rent or other charges or damage to the property. If tenant breaks the lease, the deposit will first be applied to any damages the OWNER(S) incur due to the breach of the contract including lost rent income, management fees, late fees, physical damage to the unit by tenant, cleaning necessitated by tenant, and any utility services or lawn care deemed tenant responsibility.

12) ACKNOWLEDGEMENT: OWNER(S) acknowledge he/she has read this agreement, understands its contents and states there are no other agreements or conditions other than as set forth herein. OWNER(S) also acknowledge that this agreement is binding on all successors, heirs, administrators, executors and assigns of the OWNER(S).

13) CERTIFICATION: I certify that I have fully read, understand, and accept all provisions of this contract.

Helen *City manager* *10-19-2023*
OWNER Date

OWNER Date

Mitchell Smith *10/18/2023*
Property Manager Date



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rents and other sums due; and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies.

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- 10) **GOVERNING LAWS:** This agreement, the relative rights and obligations of the parties, and all performance hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 11) **TENANT TERMINATION:** OWNER(S) grant Property Manager the authority to negotiate early termination of a lease if such action is deemed necessary due to nonpayment of rent or other charges or damage to the property. If tenant breaks the lease, the deposit will first be applied to any damages the OWNER(S) incur due to the breach of the contract including lost rent income, management fees, late fees, physical damage to the unit by tenant, cleaning necessitated by tenant, and any utility services or lawn care deemed tenant responsibility.
- 12) **ACKNOWLEDGEMENT:** OWNER(S) acknowledge he/she has read this agreement, understands its contents and states there are no other agreements or conditions other than as set forth herein. OWNER(S) also acknowledge that this agreement is binding on all successors, heirs, administrators, executors and assigns of the OWNER(S).
- 13) **CERTIFICATION:** I certify that I have fully read, understand, and accept all provisions of this contract.

OWNER Date

OWNER Date

Mitchell Smith _____ 9/17/2024

Property Manager Date



Maples Realty & Auction Co. PROPERTY MANAGEMENT

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PHONE: 615-956-9591 • FAX: 1-615-410-4260
Email: info@maplesrentals.com

RESIDENTIAL LEASE AGREEMENT

1. AGREEMENT

This lease agreement made and entered into this the **6th** day of **December 2023** ;
By: MAPLES REALTY & AUCTION CO., LLC - PROPERTY MANAGEMENT;
hereinafter referred to as “PROPERTY MANAGER” and between **Mark Paul Ferrante**
and Cathy Ann Moss ; hereinafter referred to as “TENANTS”.

2. PROPERTY

The premises, at: **118 S Main St., Eagleville TN 37060** beginning on the **15th** day of
December 2023 and ending on the **last calendar day of December 2024.**
TERM: The term of this Lease shall be for a period of ONE year and 17 days.

3. SECURITY DEPOSIT

Tenants agrees to deposit with Property Manager upon execution of this lease contract, receipt of which is hereby acknowledged, the sum of **\$1700.00 (One Thousand Seven Hundred Dollars)**. The deposit is held as security against damage to property, furniture, appliance, carpet (normal wear and tear excepted), any non-returned keys that were issued at move in, Tenants vacating the premises prior to the termination date of this lease, or failing to perform any and all of the covenants herein, and said deposits shall also be subject to the terms and conditions of any executed Security Deposit Policy. If the Tenant is in default under the terms of the Lease Agreement, the security deposit will be forfeited and applied to any outstanding balance. Deposit is neither an advance rental payment nor a bonus to the Property Manager, and Property Manager agrees that if all the covenants imposed upon Tenants have been fulfilled, Property Manager shall refund said deposit by mail to the address furnished by Tenants, after the premises has been vacated and inspected by Property Manager, all as provided by State statute. Said deposit shall not earn interest and shall be deposited in an escrow account at **PINNACLE Bank.**

4. RENT

Tenants agree to pay Property Manager as the total rent for said term the sum of **\$21.332.00 (Twenty-One Thousand Three Hundred Thirty-Two Dollars)**, to be paid as follows:

Prorated rent from Dec 15-31	<u>\$932.00</u>
Monthly base rent	<u>\$1650.00</u>
Non-refundable Pet Fee	<u>\$400.00</u>
Pet rent	<u>\$50.00</u>
Lawn Care	<u>\$included in rent</u>
Total monthly payment	<u>\$1700.00</u>

Due on or before the **1st** day of each month until the total account balance is paid in full. Payment shall be made in Property Manager's office, **Maples Property Management, 2245 Keeneland Commercial Blvd. Murfreesboro TN 37127.** **If the rent is not received by the 5th day of the month, Tenant agrees to pay an initial late fee of \$50 then \$5 per day until the rent is paid in full. Late fee not to exceed 10% of the gross rent.** All funds received shall be applied to: dishonored check charges; delinquent rent; current rent and late fees, in that order. If management has to make a personal call to pick up late rents, there will be a charge of \$30.00 in addition to rent and late fees. Furthermore, Tenants agree that if they choose to move during the lease term, that Tenants will be responsible for all rents, utilities, yard maintenance and any other costs incurred to re-lease the property until the property is re-leased or until the end of the original lease term. If Tenants breaches the Lease Agreement before the natural termination of the tenancy, the Property Manager may charge liquidated damages.

5. **UTILITIES**

Tenants shall be responsible for connecting and maintaining service on all utilities for the duration of the lease term. No keys will be given out until confirmation of utility service is provided.

Electric: **MTE(877) 777-9020**

Water: **CUD (615) 893-7225**

Gas: **Horton 931-364-2283**

Trash: **Dumpster by City Hall**

6. **USE**

THE PREMISES WILL BE OCCUPIED BY Tenants and the following members of Tenants' family: **N/A**. No one shall stay in this unit except listed Tenants on the application; no visitation by anyone for more than one (1) week without written permission from management; If unauthorized persons are found to be living in the unit, Tenants will have one (1) week to rectify the situation in order to avoid eviction proceedings. **Tenants shall use and occupy the premises for lawful purposes only.** Tenants accept the property As-Is Where-Is.

7. **SMOKE DETECTOR**

It is the responsibility of the owner/Property Manager to furnish a smoke detector.

Owner/Property Manager attests that the smoke detectors are present and have been checked prior to leasing the premises. Tenants agree to ensure that the smoke detectors are in working order on a regular basis and to keep the batteries updated at their own expense.

8. **RIGHT TO INSPECT AND SHOW PROPERTY**

The Property Manager or his agents shall be permitted to enter the premises at reasonable times to inspect the condition of the property or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof. Property Manager will schedule a walk through inspection during the first 3-6 months of tenancy and periodically thereafter during the term of the lease to assess property condition. **The Tenants shall also permit the Property Manager or his agents during the final 30 days of this lease to do a preliminary inspection to determine what will be needed for turnover or to show the premises to prospective tenants or buyers at reasonable times, and to place signs on the premises offering premises for rent or sale.** Property Manager (or agent) will make a reasonable effort to contact the Tenants prior to entering the premises. However, if the Tenants were unable to be reached, or unresponsive, the

Property Manager (or agent) shall be able to enter the property without notice for the purpose described above without trespass.

9. **ASSIGNMENT**

The Tenants shall not assign this Lease Agreement, or any interest herein, and shall not sublet the said premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said premises, or any portion thereof, without the written consent of the Property Manager. Said consent shall not release the Tenants from the obligations of this lease.

10. **ALTERATIONS**

The Tenants shall not make any permanent alterations or additions to any of the premises without the written consent of Property Manager; and if any such are made, they shall be forfeited to the Property Manager upon termination, unless otherwise agreed in writing. Only finishing nails, tacks or thumb tacks may be used to hang art work, photos or other wall ornamentation.

11. **PETS**

A. _____ No dogs, cats, or other animals shall be allowed in the dwelling or on the premises at any time. The only exception would be where a service animal is needed per written documentation from a qualified health care provider that the service animal is medically necessary. There is a **\$100** penalty to be imposed immediately if a pet is brought onto the property. Pet sitting is not permitted in the lease rules. Tenants may be asked to vacate the premises if Property Manager determines the breach is sufficient to warrant eviction; if asked to vacate, Tenants agree that they will be responsible for the rents, utilities and all other applicable upkeep and maintenance pertaining to the property until the property is leased or until the end of the lease term.

B. **X** _____ Tenants may keep the following pet(s) described as: **Black, 14 lb cat named Bootsy and a black, 25 lb dashhound named Thor** on the premises under the following conditions:

Tenants agree:

- To pay a \$200 non-refundable pet fee plus \$25 per month per pet in rent as referenced in Section 4, RENT (does not apply to Service Animals).
- To keep pet(s) under control at all times, to obey all local pet ordinances, leash laws, inoculations, and licensing requirements.
- To take full responsibility for any damage, cost, medical bills or lawsuit incurred in the event pet bites anyone for any reason including pet's owners and other tenants on the lease.
- Not to leave pet(s) unattended and to clean up after pet(s) and dispose of all waste appropriately. Tenants agree to keep pet(s) from making noise in levels that might disturb neighbors.
- To pay immediately for any damage, loss or expense caused by their pet(s) including cleaning, repairs or any other costs that may be incurred
- That they may not have any other pet(s) other than the pet(s) described above and may not substitute another pet(s) without express written consent from Property Manager
- That Tenants may be asked to remove pet(s) from the premises immediately if they break any of the rules in this agreement.

12. **FIREPLACES**

X Not Applicable. This property does not have a fire place.
 See attached Fireplace Addendum.

13. **LEAD-BASED PAINT**

X Not Applicable. This property was built after 1978.
 See attached Lead Based Paint Disclosure

14. **APPLIANCES**

Appliances below marked "PM" will be supplied and maintained by Property Manager; "T" are Tenants supplied and maintained; and appliances marked "PMT" will be Property Manager supplied and Tenants maintained. Appliances must be maintained in good working order and returned in good working order at termination of LEASE.

PM Stove N/A Dishwasher PM Refrigerator
T Microwave T Washer / Dryer

15. **BINDING EFFECT**

The covenants and conditions herein contained, subject to provisions as to assignment and transfer apply to and bind their heirs, representatives, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties hereto shall be jointly liable hereunder.

16. **PERSONALTY**

Any and all personal property placed on or moved to the premises shall be at the risk of the Tenants or owner of said personal property, and the Property Manager shall not be liable for any damage to or loss of said personal property. The Property Manager is not obligated in any way concerning personal property of the Tenants or any other persons and shall not obtain any insurance coverage for same. IT IS THE TENANT'S RESPONSIBILITY TO CARRY RENTER'S INSURANCE TO COVER THEIR PERSONAL PROPERTY.

17. **TERMINATION**

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Tenants' negligence or willful act or that of his employees, family, agents, or visitors, the premises shall be promptly repaired by the Property Manager and there shall be an abatement of rent corresponding with the time during which, and the extent to which the leased premises may have been untenable; but, if the leased premises shall be damaged other than by Tenants' negligence or willful act or that of his employees, family, agents or visitors, to the extent that Property Manager shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage, and Tenants will thereon promptly vacate the demised premises. If the damage resulted from or was contributed to by the act, fault or neglect of Tenants, his employees, family, agents, or visitors, then in no event shall there be an abatement of rent and Tenants will be responsible for all damages incurred.

18. **ATTORNEY'S FEES**

In the event of the employment by the Property Manager of an attorney to collect any rents due or to protect the interest of the Property Manager in the event of a breach or default by the Tenants of any of the terms and conditions of the Lease Agreement, Tenants will pay to the Property Manager the reasonable fees of such attorney and such fee shall be forthwith due and payable upon demand.

19. **ABANDONMENT OF PERSONAL PROPERTY**

If, upon the termination of this lease or abandonment of the premises by the Tenants, the Tenants abandons or leaves any property in or upon the premises, Property Manager shall have the right, without notice to the Tenants, to store or otherwise dispose of the property at the Tenants' expense, without being liable in any respect to the Tenants as regards said property in any way. In the event of a default by Tenants, Property Manager may remove and store all personal property belonging to Tenants, and should said property not be claimed within thirty (30) days from such removal, Property Manager may sell or dispose of said personal property at public or private sale, and apply the proceeds of said sale to any unpaid rent, damages, storage fees, sale costs, attorney's fees, or, in fact, any fees or expenses incurred in connection with this lease. All property on the demised premises is hereby subject to a lien in favor of Property Manager for the payment of all sums due herein under, to the maximum extent allowed by law.

20. **DEFAULT BY THE TENANT**

In the event that the Tenants are in default of any of the terms or obligations of the lease, violates and/or fails to comply with any of the covenants, terms or conditions of the lease, or any policies herein or hereinafter adopted by the Property Manager, said default shall constitute grounds for termination of the lease, occupancy, and/or eviction by the Property Manager. It is expressly understood and agreed that the Tenants shall be and remain liable for any deficiency in rent until the lease expires or the premises are leased to an acceptable tenant. The Tenants shall also be and remain liable for any expense incidental to re-leasing, cleaning cost beyond normal wear and tear, trash removal, lawn care, painting costs, utilities, or any damages or costs which the Property Manager has incurred by virtue of the Tenants' use and occupancy of the premises and/or default under the lease. **THE TENANTS SHALL NOT HAVE THE RIGHT TO SUBLET THE PREMISES; OR ADVERTISE THE UNIT FOR LEASE.**

21. **MAINTENANCE**

Property Manager stipulates that he has examined the demised premises, including the building and all appliances and furnishings located therein, and that they are, at the time of this lease, in good order, repair and a safe, clean and tenable condition, unless otherwise indicated herein. Tenants acknowledge that they will receive a move-in checklist prior to move in to ensure all conditions of the property are functioning and in good repair. Tenants shall, at their own expense, and at all times, maintain the demised premises in a clean and sanitary manner, including all appliances, or furniture and furnishings located therein, and shall surrender the same, at termination hereof, in as good a condition as received, normal wear and tear excepted. It shall be the Tenants' responsibility to maintain the plumbing system and to leave sufficient heat on to prevent the plumbing system from freezing and to pay necessary service calls to unstop the plumbing system when abuse of system is involved by tenant, their children or guests. **PROPERTY MANAGER IS NOT RESPONSIBLE FOR ANY INCONVENIENCE OR LOSS THAT NEEDED REPAIRS MIGHT CAUSE. See Maintenance Procedures Addendum for more information on maintenance protocols.**

22. **LAWN CARE**

A. _____ Tenants agree, at their expense, to maintain the lawn, including mowing, trimming, weeding of flowerbeds & landscaping, keeping shrubbery / bushes trimmed to at least 6 inches from the structure to avoid pests and water damage that can cause mold and mildew. If Tenants are unable or refuses to keep the property maintained, Property Manager reserves the right to have it done and charge Tenants. In the event Owner / Property Manager incur

any fees or fines from the city / county due to Tenants negligence in maintaining the yard in an acceptable manner, Tenants agree they will be responsible for payment.

B. Lawn care provided.

23. **NON-WAIVER**

The failure of the Property Manager to insist in any one or more instances upon a strict performance of any of the covenants or conditions contained in this Lease Agreement, or his failure to exercise any option herein contained, shall not be construed as a waiver for the future of any such covenant or condition or option, but the same shall continue and remain in full force and effect. The receipt by the Property Manager of rent in whole or part, or any payment due hereunder, the knowledge of the breach of any such covenant or condition shall not be deemed a waiver of such breach and no waiver of the Property Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Property Manager.

24. **BAD CHECKS**

Tenants agrees to pay a **\$30.00** service charge to Property Manager for any check made payable to Property Manager that is returned unpaid. This is in addition to late charges for rent which shall not be considered paid until the check is made good. Returned checks may not be paid with a personal check, monies must be in the form of a cashier's check or money order.

25. **NOTICE**

Any notice required or desired to be served by either party hereto upon the other shall be deemed to have been properly given or made as such notice shall be given in writing and shall be sent by first class, registered or certified mail with postage prepaid, via e-mail, text or fax transmission, and in the case of the Property Manager, addressed to the Property Manager at the address set forth in this Lease Agreement for the demised premises. In like manner, either party, from time to time, may change the address to which notices are to be sent. Any changes of address for notification purposes shall be made known to the other party in writing in the form of any of the aforementioned acceptable formats.

26. **LOCK OUT FEE**

In the event the Tenants require a key from the Property Manager due to not having access to his/her own issued key(s), there will be a \$5.00 fee, plus an additional \$50.00 fee if Property Manager is required to personally deliver a key.

27. **CONDEMNATION**

If the leased premises is condemned for public use, or if such a portion is condemned so as to prevent the Tenants from using the leased premises in substantially the same manner as theretofore used, this lease will terminate on the day prior to the vesting of title in the condemning authority. If a portion of the leased premises is taken or condemned, and if such taking does not prevent the Tenants from using the leased premises in substantially the same manner as theretofore used, then this lease shall terminate as to the portion of the leased premises taken on the day prior to the vesting of title in the condemning authority, but shall continue in effect as to the portion of the leased premises not taken. After the date the Tenants surrender possession of the portion taken, the rent payable will be reduced in proportion to the decrease in the fair rental value of the leased premises.

28. **APPLICATION**

Tenants' Rental Application is an important part of the Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Tenants and later discovered by the Property Manager may VOID said Lease Agreement, at the option of the Property Manager.

29. **LIABILITY**

Property Manager shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenants or any person who may at any time be using or occupying or visiting the demised premises, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or any way result from or arise from any act, omission or negligence of the Tenants or any occupant, visitor, or user of any portion of the premises, as a result from or be caused by any other matter or thing whether the same kind as or of a different kind than the matters or things above set forth. Tenants shall indemnify Property Manager against all claims, liability, and loss or damage whatsoever on account of any such loss, death or damage.

30. **POSSESSION**

If Property Manager is unable to deliver possession of the demised property at the commencement hereof, Property Manager shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenants shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within ten (10) days of the commencement of the term hereof.

31. **ACTION AT LAW**

If any action at law or in equity shall be brought to cover any rent under this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms and conditions of this Lease, or for the recovery or possession of the demised premises, MAPLES REALTY & AUCTION CO., LLC - PROPERTY MANAGEMENT shall be entitled to recover from the other party, as part of the costs, any and all costs incurred in connection with such action, and any and all reasonable attorney's fees, the amount of which shall be fixed by the Court, and shall be made part of any judgment or decree rendered.

32. **AUTOMATIC RENEWAL**

Unless Tenants notify Property Manager in writing or unless Property Manager notifies Tenants in writing at least thirty (30) days before expiration of the term of this lease of an intention to terminate said lease, this lease shall be automatically renewed upon the same provisions, covenants, agreements and conditions as set forth herein on a MONTH to MONTH basis. The deposit shall remain with Property Manager on the same terms as set out in Paragraph 3 above.

33. **NOTICE TO VACATE PREMISES**

Tenants must give a written thirty (30) day notice on or before the FIRST day of the month the lease expires or the lease will continue to be in effect on a MONTH to MONTH basis.

34. **ENVIRONMENTAL WAIVER**

Property Manager has no knowledge of and shall not be liable for any expense related to mold, asbestos, radon, lead paint and/or any allergens.

35. **MODIFICATION OF LEASE**

The provisions of this lease cannot be changed or modified except by a written agreement signed by all the parties to this lease.

36. **LEASE RULES****THE TENANTS WILL BE RESPONSIBLE FOR THE FOLLOWING REQUIREMENTS WHERE APPLICABLE**

- A. **BUGS:** We will deliver the unit to the Tenants free of bugs. If Tenants find any active infestation during the first week of occupancy, we will re-treat. Afterwards, it is the Tenants' responsibility to keep the unit bug free.
- B. Tenants are responsible for stopped up drains and toilets if the stoppage is tenant caused. If the problem is obviously not tenant related, Property Manager will assume responsibility. Tenants will be charged for ANY service call where the damage is caused by the Tenants or where there is no problem found in the unit.
- C. **FILTERS AND SMOKE DETECTORS:** Tenants must provide and regularly replace filters on air conditioning and/or central heat and air units and keep batteries changed in all smoke detectors. Filters should be cleaned or replaced once a month. Neglecting to do so could cause damage to the unit, unnecessary repair costs and inconvenience to the Tenants. A clean filter will also save the Tenants fuel costs by keeping the unit working under optimum efficiency.
- D. **PARKING:** Do not park vehicles in the yard. Do not leave vehicles that are inoperable on the premises for over one week. Make sure all vehicles are properly tagged. Property Manager reserves the right to tow away any motor vehicles owned by the Tenants or their guests which violate ordinances or are not operable. Further, any towing charges will be assessed against the Tenants. No cars shall be parked so as to block the entrance to any building, any driveway, sidewalk, parked car, or at any point where "No Parking" signs are now, or may hereafter be posted.
- E. **NOISE LEVEL:** Profane, obscene, loud or boisterous language, or unseemly behavior and conduct is absolutely prohibited and said Tenants obligate themselves and those under them, not to do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other tenants or neighbors. The sound of musical instruments, radios, televisions and singing shall at all times be limited in volume to a point that is not objectionable to other tenants or neighbors. Tenants understand that at any time they are compromising the quiet enjoyment or endangering the surroundings they will be asked to move immediately.
- F. **TELEPHONE:** Tenants must maintain telephone service, either landline or cellular, with a valid number supplied to the Property Manager. In the event telephone service is suspended or the number changed and not supplied to Property Manager, there shall be a \$10.00 per month service fee added to the rent for any month or portion of a month until the requirement is met.
- G. **STORAGE:** Goods, articles, merchandise, furniture, mattresses, boxes, shall not be permitted to remain outside of the unit.
- H. **UTILITY ADJUSTMENTS:** Only persons employed by Property Manager or Agents shall repair or have anything to do with repairs to the heating or air-conditioning; or with the repair or adjustment of any plumbing, stove, refrigerator, or other appliances or equipment.
- I. **LOCKS OR BOLTS:** Tenants shall not alter, replace, or add locks or bolts, or install any other attachments, such as knocker, upon any door, except where approval is given by the Property Manager.

- J. GARBAGE: Garbage shall be placed in the proper containers and disposed of in a timely manner.
- K. SATELLITE DISHES: No satellite dish may be installed without written permission of the Property Manager. Installation must be performed by a licensed and bonded installer and must conform to all local code requirements and any applicable HOA's rules and regulations. On properties with an HOA only one dish to be on the roof at a time.
- L. GRILLS: No type of grill or fire pit is allowed in multi-family dwellings per city codes and Management Company. Only single-family dwellings and duplexes may have a grill.
- M. All payments must be by good check, cashier's check, money order or through the Tenant portal...NO CASH. Cash payments increase our risks of theft and irreplaceable loss. Where there are multiple renters in one unit, they must coordinate payment shares within themselves and tender only one payment each month to the Property Manager.
- N. THERE SHALL BE NO BABYSITTING OR OTHER TYPE OF BUSINESS OPERATED ON THE PREMISES.
- O. NO TRAMPOLINES OR SWIMMING POOLS ALLOWED ON THE PROPERTY.
- P. NO SMOKING OR VAPING OF ANY SUBSTANCE INSIDE THE UNIT AT ANY TIME BY TENANTS OR GUESTS. If smoking or vaping does occur, Tenants are responsible for all damage caused by the smoking or vaping included, but not limited to: stains, burns, removal of any odor or debris, replacement of carpet or drapes, painting, cleaning or any other costs incurred. Smoking or vaping will be considered a breach of the lease. Tenants and guests may be required to leave the premises and breach could impact the return of any security deposit.

37. SECURITY DEPOSIT REFUND POLICY

This policy outlines how Property Manager will handle security deposits. Refund of the security deposit is subject to the following provisions.

1. Full term of Lease has expired.
2. A 30-day written notice must be given by the first day of the last month that you intend to occupy the unit.
3. Have all personal belongings and trash removed from the premises. Please do not ask for an inspection before this is done. There will be a \$20.00 service fee for a second trip.
4. Return all **2** keys including **tenant to get mailbox at PO** mailbox keys (if applicable) issued and any copies that were made. After all keys are returned, we will do an inspection usually within 24 hours. However, weekends, holidays or other pressing business may delay this. In this case, inspections will be done within "one week".
5. When we inspect, we should find the following (unless exempted on your lease due to prior existing conditions or not applicable):
 - a. Walls, doors and woodwork should be clean and undamaged.
 - b. Light fixtures: Clean and intact, no missing or burned out bulbs.
 - c. Window treatments that were provided with the premises should be clean, undamaged, and in place.
 - d. Kitchen appliances: All clean and in place.
 - e. Cabinets: All clean and emptied out.
 - f. Fixtures: Sinks, tubs, showers, toilets clean.
 - g. Floors: Cleaned with appropriate cleaner for floor surface.
 - h. Windows: Clean and unbroken. Tenants will be charged for any damaged blinds, screens, windows or storm windows.
 - i. Yard: Clean, free of debris, grass cut and bushes trimmed

- j. Tenants understand they need to do the items under the security deposit policy before keys are turned in; once keys are turned in and Property Manager inspects the unit, no keys will be returned to Tenants if items on this list are left undone. The work will be done and charges taken from the security deposit. Any charges not covered by the security deposit will also be charged to the Tenants.

38. **MISCELLANEOUS Tenants agree that they are allowed to put up a temporary fence for Thor on side or back yard only, not in front. Tenants agree to provide a photo of the fence and it must be approved by management prior to installation and cannot interfere with the mowing. We do not have advance notice of when mowers are coming. Tenants are agreeable to taking care of the fenced in area themselves and/or moving the fence for mowing as necessary.**

39. **SECURITY ALARM**
IF TENANTS ACTIVATE A SECURITY ALARM; THE CODE IS TO BE GIVEN TO THE PROPERTY MANAGER IMMEDIATELY.

40. **HOMEOWNER ASSOCIATION RULES**
X Not Applicable. This property does not have a HOA.
_____ This property does have a HOA. Tenants agree to abide by all homeowner association rules and regulations. TENANTS will be responsible for any fines or fees incurred by TENANTS OR TENANTS' GUEST(S).

41. **ACKNOWLEDGEMENT**
Tenants hereby acknowledge they have read this agreement, the rental application and the rules as well as the Security Deposit Policy. Tenants understand and affirm that the Tenants will, in all respects, comply with the terms and provisions of this agreement. The Tenants shall save the Property Manager harmless from all suits and damages in connection with the demised premises regarding personal security.

In WITNESS WHEREOF, the parties have hereunto set their hands this the day and year first above written.

<u><i>Mitchell Smith</i></u>		<u>12/6/2023</u>
PROPERTY MANAGER		Date
<u><i>Cathy Moss</i></u> <small>Cathy Moss (Dec 8, 2023 12:44 CST)</small>	Cathy Moss	Dec 8, 2023
TENANT		Date
<u><i>Mark Ferrante</i></u> <small>Mark Ferrante (Dec 7, 2023 13:26 CST)</small>	Mark Ferrante	Dec 7, 2023
TENANT		Date
TENANT		Date

LEASE ADDENDUM FOR DRUG FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Property Manager and Tenant agree as follows:

1. Tenants, any member of the tenants' household, or a guest or other person under the tenants' control SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY, in or near the dwelling unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Tenants, any member of the tenants' household, or a guest or other person under the tenants' control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, in or near the dwelling unit.
3. Tenants or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenants or members of the household WILL NOT ENGAGE IN THE MANUFACTURE, SALE, OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION, whether in or near the dwelling unit or otherwise.
5. Tenants, any member of the tenants' household, or a guest of other person under the tenants' control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms on or near the dwelling unit.
6. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between the Owner/Property Manager and the Tenants.

<u><i>Mitchell Smith</i></u>	<u>12/6/2023</u>
PROPERTY MANAGER	Date
<u><i>Cathy Moss</i></u> <small>Cathy Moss (Dec 8, 2023 12:44 CST)</small>	Cathy Moss Dec 8, 2023
TENANT	Date
<u><i>Mark Ferrante</i></u> <small>Mark Ferrante (Dec 7, 2023 13:26 CST)</small>	Mark Ferrante Dec 7, 2023
TENANT	Date



Maintenance Procedures Addendum

Whenever you have an issue at your property that requires maintenance, please submit a maintenance request via your tenant portal at www.maplesrentals.com/tenants. You can login by going to our website, www.maplesrentals.com click the "Tenants" tab at the top, enter your email address and Password, select the "Sign In" button. Once logged in, select "Service Request"; "New Service Request" and fill out all fields; click "Save" at the bottom. All maintenance requests must be submitted in writing either through the tenant portal, via text to 615-956-9591 or 615-631-5614, or you may email your request to rental@maplesrentals.com All minor maintenance requests will be addressed in order of priority as soon as possible. Usually within 3-5 business days. You are responsible for scheduling a date/time with the maintenance technician to perform the repairs. If you schedule a time and do not show up to let them in, you could be charged for the service call. It is your responsibility to alert the office if you have not been contacted regarding your issue within a reasonable time frame so that we can follow up.

Please be aware that maintenance of scattered-site properties is not like maintenance at apartment communities. There is no maintenance technician on staff close by ready to answer your call. There is a cost associated with every service call and tenant will be responsible for paying ANY service call where damage is determined to be caused by tenant, their children or guests, therefore it is vitally important that you follow all the instructions below:

BEFORE CALLING, check to see if there is something simple causing what APPEARS to be a repair problem. Examples: 1) Garbage disposal not working: Check underneath the disposal unit for the reset button. 2) Plugs not working: Check any GFCI plugs reset button or breakers (inside and out). 3) Smoke alarms: Check to see if batteries need replacing.

Tenant is responsible for: Replacement of: light bulbs; heat, air conditioning and/or HVAC filters (every 60 days); smoke detector batteries; promptly notifying office of any change in phone number or email address; pest control after the first 7 days of move in date, lawn care (mowing, trimming, landscaping, etc., unless specified differently in your lease) & any other items outlined in your Residential Lease Agreement.

Issues that DO constitute an emergency: Anything related to the property under lease that is a threat to life, health of a resident, or further damage to the property if not corrected promptly. If the situation is life threatening, please call 9-1-1 immediately and report to us after the situation is under control and the authorities are on the scene. **Some examples of emergencies** that require immediate attention: fire, flood, leaks from roof, water heater or plumbing that are causing damage to the property and cannot be shut off or wait for repair, no heat when the temperature is below 55 degrees inside the home, no air conditioning if the temperature is above 80 degrees inside the home, a fallen tree onto the home, etc.

Issues that DO NOT constitute an emergency: Refrigerator, oven or dishwasher not working; locking yourself out of the home; in cases of no power, water or natural gas, please contact the appropriate local utility company to check for outages in your area before calling us. You may need to report your outage; water heater not heating; electrical fixture not working; no heat when the temperature is above 56 degrees or no air conditioning if the temperature is below 80 degrees inside the home. While these issues are certainly inconvenient, uncomfortable, and exasperating, they are not emergencies. These items will be repaired during normal business hours as soon as possible. Please remember that neither Maples Property Management, nor the property owner is liable for any loss or damage to any of your belongings, including food, for any reason or cause whatsoever. It is your responsibility to carry renter's insurance. You should check with your agent regarding any possible claim.

Do not call a contractor on your own! You are not authorized to perform or contract for any repairs on the property. If you call a contractor, any cost that is incurred will be your responsibility. Neither management nor the property owner will reimburse you for the costs.

For all after hours emergency repairs please call Mitchell at 615-631-5614 and leave a voicemail. Make sure you leave your name, property address, a call back number where you can be reached, and the nature of the issue. Please keep in mind that we will respond as promptly as possible but the response time may extend up to 4 hours depending on the time of day or night you are calling. **If you do not receive a response in a reasonable amount of time and it is a true HVAC, electrical or plumbing emergency that CANNOT WAIT, you may contact Greg Spence of Spence Mechanical at 615-648-2209 as a last resort ONLY!**











LEASE - Residential_20230726_118 S Main St.- Moss-Ferrante 12-6-23

Final Audit Report

2023-12-08

Created:	2023-12-07
By:	Cindy Timmerman (rental@maplesrentals.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj7SiS-QWDQ_iIB0rNebUfsp7Y-Gu2i2B

"LEASE - Residential_20230726_118 S Main St.- Moss-Ferrante 12-6-23" History

-  Document created by Cindy Timmerman (rental@maplesrentals.com)
2023-12-07 - 3:35:44 PM GMT
-  Document emailed to cross@marshallsterling.com for signature
2023-12-07 - 3:39:27 PM GMT
-  Document emailed to mosscat4@gmail.com for signature
2023-12-07 - 3:39:27 PM GMT
-  Email viewed by cross@marshallsterling.com
2023-12-07 - 3:41:36 PM GMT
-  Email viewed by mosscat4@gmail.com
2023-12-07 - 7:18:35 PM GMT
-  Signer mosscat4@gmail.com entered name at signing as Mark Ferrante
2023-12-07 - 7:26:28 PM GMT
-  Document e-signed by Mark Ferrante (mosscat4@gmail.com)
Signature Date: 2023-12-07 - 7:26:30 PM GMT - Time Source: server
-  Signer cross@marshallsterling.com entered name at signing as Cathy Moss
2023-12-08 - 6:44:25 PM GMT
-  Document e-signed by Cathy Moss (cross@marshallsterling.com)
Signature Date: 2023-12-08 - 6:44:27 PM GMT - Time Source: server
-  Agreement completed.
2023-12-08 - 6:44:27 PM GMT

ITEM 3b

- Discussion of Park Board Recommendation of Park Fees

**Minutes of the
Park Board Meeting
Eagleville City Hall, Eagleville, TN
Tuesday, September 10, 2024 – 6:00 PM**

Present:

Member Aaron Forst
Member Greg Fox
Member Will Vaughn
Hellyn Riggins, Staff

The Park Board discussed the overall policies of the City in relation to the Park and Fees, went over general direction of Park Board as far as what needs to be done next. Park Board will work on a one year plan and a five year plan. The Ball Club will let Park Board know when they are done with their Fall season so dirt can be ordered for Field 3. Discussion ensued of updating park rental fees. It was decided for the Board to review current fees and come back to the next meeting with suggestions.

The meeting adjourned at 7:30 p.m.

Respectfully Submitted by:
Hellyn R. Riggins
City Manager

Approved:

Brandon Emamalie, Chairman

Date

**Minutes of the
Park Board Meeting
Eagleville City Hall, Eagleville, TN
Tuesday, October 8, 2024 – 6:00 PM**

Present:

Member Aaron Forst
Member Kenny Roeten
Member Will Vaughn

The Park Board discussed the Rental Fees and suggested changes to fees and agreements to send to the City Council for review and approval.

1. Change Pavilion rental from \$25 for 4 hours to \$50. Change Pavilion rental fee from \$50 for all day to \$100 for all day.
2. Field rental is currently \$100 a day, leave that fee as is. Add \$25 per hour for less than 4 hours.
3. Take mound fee out of agreement.
4. Take temp fence out of agreement.
5. Take dragging field out of agreement.
6. Change fee for Diamond Dry (field conditioner) from \$10 to \$25 per bag used.
7. Change sponsor sign fee from \$250 first year and \$150 renewal fee to \$350 for first year and \$200 renewal fee.
8. Change fee from Ball Club from \$10 per child to \$20 per child.
9. Would like to discuss having Ball Club President as part of Park Board. Unsure if that can happen or not.

The meeting adjourned at 7:30 p.m.

Respectfully Submitted by:
Hellyn Riggins
City Manager

Approved:

Brandon Emamalie, Chairman

Date

ITEM 3c

- Discussion of Pickle Ball Courts

ITEM 3d

- Discussion of City Manager Time Off

NOVEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21 *	22	23
24	25	26	27	28	29	30

Nov. 11-22 City Manager Out

Nov. 21 Work Session & Council Meetings

DECEMBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Dec. 1 Wreath Ceremony: Christmas Tree Lighting
Dec. 7 Christmas Parade
Dec. 19 Work Session ; Regular Meeting

ITEM 3e

- Discussion of October 24 Meeting

ITEM 3f

- Discussion of TN Highway Safety Officer F\FY 2025 Grant

September 12, 2024

Re: Tennessee Highway Safety Office FFY 2025 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2025 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2024 through September 30, 2025.

You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2024. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.


Buddy Lewis
Director



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS097	Edison ID 83667 (ID)		
Grantee Legal Entity Name Eagleville Police Department			Edison Vendor ID 2615		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.607			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) High Visibility Enforcement of Tennessee Traffic Safety Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$10,000.00			\$10,000.00
TOTAL:		\$10,000.00			\$10,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

High Visibility Non-Personnel (Small Equipment, Supplies, etc.)

Item Name	Classification	Cost	Quantity	Total
<i>in-car camera</i>	<i>Small Equipment</i>	<i>\$3,650.00</i>	<i>1</i>	<i>\$3,650.00</i>
<i>computers</i>	<i>Small Equipment</i>	<i>\$1,700.00</i>	<i>2</i>	<i>\$3,400.00</i>
<i>check point supplies</i>	<i>Small Equipment</i>	<i>\$950.00</i>	<i>1</i>	<i>\$950.00</i>
	Total			\$8,000.00

Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I, Hellyn R Riggs as the City Manager of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Eagleville TN hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2024-2025 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Police Chief Dave Breniser
Name and Title (Printed)

Dave Breniser
Signature

Hellyn R Riggs, City Manager
Name and Title (Printed)

Hellyn R Riggs
Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Hellyn R Riggs
Signature of Person Granting Authority

10-8-2024
Date

ITEM 3g

- Updates of Annexed Properties or Properties to be Annexed

ITEM 3h

- Updates of Development Fee Study

ITEM 3i

- Updates of Engineering Items (Paving, Demolition etc)

ITEM 3j

- Updates of Public Safety Center

City of Eagleville - Final Pay Application

From Michael Walker <walkerhood@gmail.com>

Date Thu 10/17/2024 11:33 AM

To George Davis <george.davis@usda.gov>

Cc Hellyn Riggins <hriggins@eaglevilletn.gov>; Orr, Brandon - RD, TN <brandon.orr@usda.gov>; Katy Sanderson <cityclerk@eaglevilletn.gov>

George,

Good morning. I know that you received from Katy yesterday the final pay application for review.

The City is excited that the final funding request of \$2,009,600 to close out the Public Safety Center project is \$116,900 less than the USDA-RD authorized loan amount of \$2,126,500.

The City of Eagleville is proud to have completed the construction project successfully under budget, saving the Federal government loan dollars to use elsewhere in the future while reducing the City's annual debt service cost moving forward.

In closing, we appreciate all of the support from USDA-RD in carrying out a project that will provide significant benefits to the community in the years ahead. We also hope to see you and your team at the ribbon cutting on Sunday, October 27 at 2:00 PM.

Sincerely,

Michael W. (Mike) Walker

Financial/Management Consultant

City of Eagleville, TN

walkerhood@gmail.com

615-306-9484

MEMORANDUM:

To: Hellyn Riggins, Chad Leeman
From: Will Owen, P.E.
CC: City Council & Staff
Date: September 23, 2024
Re: Project Updates

Per your request, please see below for various project updates for City of Eagleville projects:

1) **Public Safety Complex**

Site observations were made on 9/14/24 during a rainfall event to evaluate drainage performance of the site. Generally, the site was built to the design specifications and performs as intended however there are a few locations that need attention. These items have been brought to the contractor's attention and they are working on addressing them. Each of the items listed have a relatively simple solution with possibly an exception to item b.

- a. The new entrance to the Police portion of the bank building has some ponding water with approximate depth of 1". Contractor has developed a potential solution to provide a flow path to the nearby curb inlet by saw-cutting a shallow, 1"-2" wide channel into the asphalt along the face of the curb.
- b. A parking stall to the left of the new police entrance has some ponding water with approximate depth of 1". This shallow ponding area is a result of a slight high spot that occurred in the asphalt surface between the ponding area and the nearby curb inlet. There are two potential solutions that both have the potential to result in less than ideal outcomes. 1) a milling machine could be used to remove the high-spot to allow positive flow to the curb inlet. This would result in a slightly different finished look to the asphalt in this area and would certainly result in a noticeable aesthetically different appearance; 2) this general area could be milled out and a new asphalt surface layer be installed. The parking lot in this area has constraints that require a very minimal slope (1%-2%). These minimal slopes can be challenging to consistently accomplish so there is no guarantee that the re-worked section would perform better than what is currently in place. Additionally, it would result in what will look like an asphalt "patch" in that area with additional asphalt seams around the perimeter of the re-worked area. I would suggest leaving this area alone for the time being and evaluate it

throughout the warranty period. If that evaluation results in desiring to have the ponding water corrected, it can be addressed prior to the expiration of the warranty.

- c. Some additional fine grading will need to occur behind the utility building to provide positive flow towards the parking area and on to the asphalt surface.
- d. Some additional fine grading is needed along the flow path of the concrete discharge flume that drains the rear parking area into the detention pond.

2) **New Town Road and Drainage Improvements**

As discussed at the work session on 9/17/24, the drainage improvement components can be designated as an additive alternate in the bid packet. This means that contractor's submitting a bid for the paving will also include pricing for the drainage components as an add-on to the paving scope of work. If the additional cost for the drainage work is acceptable to Council, it can be included in the project work. If the costs are more than what the budget allows for, the Council can omit the drainage work and proceed with just the paving scope of work.

Hellyn asked me to include a per linear foot cost for repaving a road – resurfacing a two-lane road with a 1.5” overlay has a current cost of approximately \$30 per linear foot. This would not include any milling or removal of existing asphalt, nor any full depth repairs of poor base material, nor any striping.

3) **Demolition of Existing Fire and Police Buildings & Construct Parking Area**

It is understood that Council desires for the existing fire and police buildings adjacent to City Hall be demolished and a paved parking area be constructed. It is recommended that the building demolition activities be conducted independent of any grading or paving for the future parking lot. The parking lot grading and paving can be incorporated into the New Town paving project and be performed this coming Spring. This will allow time to conduct the building demolitions through the next few months and have the site ready for parking lot construction at the start of paving season in the spring.

4) **Cheatham Springs Road – Curve Improvements**

This scope of work is to extend the existing edge of pavement on each side of the road as much as possible without having to relocate any existing utilities. It is meant to provide just a little more

room for vehicles navigating the 90-degree curve. It is a nominal cost compared to the New Town paving scope of work and will be included in the New Town bid packet as an additive alternate similar to the New Town drainage improvements.

5) Stephenson Farms (Webb Road) Development

Developer has indeed committed to a paved access drive to the area where the STEP system treatment components and the drip fields will be located. This access drive will be required to be constructed prior to any lots are officially created (i.e. no final plat can be recorded until the access drive is installed).

6) Winterbrooke Manor (College Grove Road) Development

Road improvements to College Grove Road are being incorporated into the annexation actions so that the City has some guarantees that the Developer will be responsible for the road improvements to College Grove Road and not the City.

7) Las Fiestas – Sprinkler System

The flood modeling study that was previously conducted for the development of the corner parcel (Fogle parcel) included the evaluation of the cumulative effects of the placement of fill on all parcels within the study area. The study area included the Las Fiestas parcel. As such, this study revealed that the placement of fill material within the parcels located within the study area would **not** result in an increase of more than 1' to the FEMA base flood elevations which is the FEMA regulation in this area. As such, it is recommended that the City allow backfill material around the sprinkler vault as required by CUD in order for the sprinkler system to be fully operational.

8) Eagleview Drainage Improvements

In response to citizens concerns about nuisance and safety issues, the City asked the developer to consider drainage improvements within the open space parcel behind Golden Talon Ct. and Black Eagle Way to help reduce/eliminate the issues described by the citizens. Recently a low-flow, concrete bottom channel was installed by the developer. The intent of this improvement was to provide a hard surfaced flow path that is not susceptible to erosion or settling (which promotes stagnant standing water) in an attempt to reduce the stagnant pools of water that were developing

along the flow path as a result of minimal slopes in the field and sediment deposit build-ups along the flow path which created mini “dams” that were holding water back and creating the standing pools of water. The goal is to push the ponding water into the adjacent wetlands areas and as far away from the rear yards of the Eagleview lots that back up to the open space. The installed improvements will be evaluated throughout the coming months to determine their effectiveness.

9) **ARP Funded Sewer Projects**

These projects are progressing along the grant timeline and have included recent milestones of Council’s consideration of bringing GNRC on board to assist with the grant administration. These projects will continue to progress accordingly with goals of meeting the final milestone deadline of September, 2026 to have all plans and specifications completed.


10) **TDOT Multi-modal Grant Project**

This project is continuing into the Environmental Review stage. Preliminary plans and specifications will be developed after the environmental clearance is obtained which is estimated to be Summer 2025.

11) **TDOT TAP Grant Project**

This project has received full environmental clearance and preliminary design plans are currently being developed. It is anticipated that a draft set of plans will be presented to Council in the first quarter of 2025 with a targeted bid opening around July/August 2025 and construction starting in Fall 2025.

Sincerely,
GRIGGS & MALONEY, INC.



Will Owen, P.E.
Principal & Vice-President