

WORKSHOP AGENDA

Board of Mayor and Aldermen

January 29, 2026 @ 5:30 PM

For the February 3, 2026 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: January 6, 2026 Workshop and January 8, 2026 Regular Meeting.
2. Presentations:
 - A. Certificate of Recognition. (Meeting 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 2026-01** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.
6. Second Reading - **Ordinance #2026-02** - An Ordinance to Amend Title 2, Chapter 2 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and Deleting Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Beautification and Arts Advisory Committee.

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.)

7. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:

1. OMNIA Partners Contract Purchase - Emergency Communications Center Workspace Remodel.
- B. Approve Lease Rate Quote - Ford Transit Cargo Van for Sewer Department.
- C. Approve Amendment #4 for Grant Contract #77833-150, with the State of Tennessee Department of Commerce and Insurance for the Police Department Recruitment and Retention Grant.
- D. Approve Professional Services Agreement with Robbi Kitchens Appraisal Services, for the properties affected by the Fergus Interceptor Sewer Project.
- E. Approve Master Agreement with VC3 for ThinkGard Backup and Recovery Services Related to the City's Office365 Online Environment.
- F. Approve an Application for a U.S. Department of Justice Grant to Reduce Injury and Death of Missing Individuals with Dementia and Development Disabilities and Authorize the Mayor to Sign the Certification by the Chief Executive Officer of the Applicant Government for this Grant.

NEW BUSINESS

8. First Reading - **Ordinance #2026-03** - An Ordinance to Amend Title 7 and Title 12 of the La Vergne Municipal Code to Adopt the Following Standard Codes: 2024 International Fire Code; 2024 International Building Code; 2024 International Plumbing Code; 2024 International Fuel Gas Code; 2024 International Energy Conservation Code; 2024 International Mechanical Code; 2024 International Residential Code; 2024 International Property Maintenance Code; and the 2024 International Existing Building Code; and to Amend Title 13 of the La Vergne Municipal Code Regarding Property Maintenance Regulations.
9. First Reading - **Ordinance #2026-04** - An Ordinance to Amend Title 9, Chapter 9 of the La Vergne Municipal Code Regarding Mobile Food Vendors.
10. **Resolution #2026-04** - A Resolution to Amend the Employee Handbook.
11. **Resolution #2026-05** - A Resolution to Accept the Uptown Subdivision (Lot 1 of the Richland South, LLC Property) - Located at 5343 Murfreesboro Road. (This received a favorable recommendation from the Planning Commission on October 28, 2025.)
12. **Resolution #2026-06** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.
13. **Resolution #2026-07** - 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.
14. **Resolution #2026-08** - A Resolution to Acquire Interests in Real Property for the Fergus Interceptor Sewer Project.

15. Appoint or Remove Board / Committee Members:
 - A. Board of Zoning Appeals. (One term expires 1/31/2026.)
 - B. Construction Board of Adjustment and Appeals. (One term expires 1/31/2026.)
 - C. La Vergne Housing Authority. (One term expired 11/30/2025)
16. Discussion - Presentation of the Compensation Study. (Workshop only.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JANUARY 6, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The January 6, 2026 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, and Alderman Graeme Coates. Alderman Kara Hobbs and Alderman Carol Haas were absent.

Mayor Cole stated that Vice-Mayor Noe would lead the prayer and that Alderman Coates would lead the Pledge of Allegiance at the Regular Meeting on January 8, 2026.

ORDER OF BUSINESS

1. Approve Minutes: December 2, 2025 Workshop and December 4, 2025 Regular Meeting.

No action was taken.

2. Presentations:

A. Certificates of Recognition – LHS Welding Class. Mayor Cole stated that certificates will be given out on Thursday for the LHS Welding Class.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department.

B. Fire Department.

C. Parks & Recreation Department.

D. Library.

E. Finance Department.

F. Water Treatment Plant.

Department reports will be given at the January 8, 2026 Regular Meeting. No action was taken.

CONSENT AGENDA

5. **Consent Agenda Items:**
- A. **Approve or Reject City Bids and Purchases:**
 - 1. HGAC Contract Purchase - Personal Protective Equipment for the Fire Department.
 - B. **Approve Middle Tennessee Electric (MTE) Utility Relocation Agreement for Relocating Electrical Utilities for the Waldron Road Widening Project.**
 - C. **Approve Memorandum of Understanding with Motlow State Community College for Emergency Medical Technician Training for the Fire Department.**
 - D. **Approve an Athletic Facility Reservation for YMCA Soccer to use a Field at Veterans Memorial Park.**
 - E. **Approve Agreement for Engineering Services with CTI regarding North Clayton Estates Interceptor Sewer.**
 - F. **Approve Estimated Lease Rate Quote with Enterprise to Lease One Vehicle for the Engineering Department.**

Mayor Cole explained each item.

No action was taken.

NEW BUSINESS

6. **First Reading - Ordinance 2026-01 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

7. **First Reading - Ordinance #2026-02 - An Ordinance to Amend Title 2, Chapter 2 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and Deleting Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Beautification and Arts Advisory Committee.**

Mayor Cole explained the ordinance and staff answered questions. No action was taken.

8. **Resolution #2026-01 - A Resolution to Implement the Jackson Law in La Vergne, Tennessee for New and Existing Landfills and Solid Waste Processing Facilities.**

Mayor Cole explained the resolution. No action was taken.

9. Resolution #2026-02 - A Resolution to Request the United States Congress to Appropriate Funding for the Purpose of Constructing a New Air Traffic Control Tower at the Smyrna/Rutherford County Airport.

Mayor Cole explained the resolution. No action was taken.

10. Resolution #2026-03 - A Resolution to Amend the Employee Handbook.

Mayor Cole explained the resolution. No action was taken.

11. Motion to Appoint a New City Recorder

Mayor Cole explained the motion. No action was taken.

12. Appoint or Remove Board / Committee Members:

- A. Parks and Recreation Advisory Committee.**
- B. Beer Board.**
- C. Library Board.**
- D. Stormwater Appeals and Advisory Board.**

Mayor Cole explained each board and committee. No action was taken.

13. FYI - First Amendment to the Purchase and Sale Agreement with Guernsey Holdings ZRC Propco, LLC for the Stormwater Building Located at 5175 Murfreesboro Road.

Mayor Cole explained the item. No action was taken.

14. Discussion - J. Percy Priest, US Army Corps of Engineers Water Reallocation Study Letter of Intent.

Assistant City Administrator Kyle Brown explained the item. A discussion ensued.

15. Discussion – Food Trucks

Vice-Mayor Noe invited staff to share thoughts regarding potential regulation of food trucks by the City. A discussion ensued. Mayor Cole directed staff to prepare a draft

ordinance to present at the February meeting.

MAYOR / ALDERMEN COMMENTS

Vice-Mayor Noe thanked Inframark for their work on t-shirts made for the senior center.

Mayor Cole thanked staff for their work throughout the past year.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:21 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 JANUARY 8, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The January 8, 2026 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 Kara Hobbs, Alderman Carol Haas, and Alderman Graeme Coates.

A prayer was led by Vice-Mayor Cole and the Pledge of Allegiance was led by Alderman Coates.

ORDER OF BUSINESS

1. Presentations:

A. Certificates of Recognition – LHS Welding Class. Mayor Cole and County Commissioner Laura Davidson presented the certificates, congratulating the students for their accomplishment, and thanked the class teacher, Mr. Jason Bowers, for his work with the students.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Deputy Chief Brent Haatcher 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. Ms. Danielle Brown gave the report for the Finance Department.

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

- 4. Approve Minutes: December 2, 2025 Workshop and December 4, 2025 Regular Meeting.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve the minutes of the December 2, 2025 Workshop and December 4, 2025 Regular Meeting, was adopted with all voting AYE.

CONSENT AGENDA

- 5. Consent Agenda Items:**
- A. Approve or Reject City Bids and Purchases**
 - 1. HGAC Contract Purchase – Personal Protective Equipment for the Fire Department.**
 - B. Approve Middle Tennessee Electric (MTE) Utility Relocation Agreement for Relocating Electrical Utilities for the Waldron Road Widening Project**
 - C. Approve Memorandum of Understanding with Motlow State Community College for Emergency Medical Technician Training for the Fire Department.**
 - D. Approve an Athletic Facility Reservation for YMCA Soccer to use a Field at Veterans Memorial Park.**
 - E. Approve Agreement for Engineering Services with CTI regarding North Clayton Estates Interceptor Sewer.**
 - F. Approve Estimated Lease Rate Quote with Enterprise to Lease One Vehicle for the Engineering Department.**

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 #2026-01 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2026-01 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 #2026-02 - An Ordinance to Amend Title 2, Chapter 2 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and Deleting Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Beautification and Arts Advisory Committee.**

A motion was made by Alderman Hobbs, seconded by Vice-Mayor Noe, to approve Ordinance #2026-02 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	NO

8. **Resolution #2026-01 - A Resolution to Implement the Jackson Law in La Vergne, Tennessee for New and Existing Landfills and Solid Waste Processing Facilities.**

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2026-01, was adopted following a roll-call vote.

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

9. **Resolution #2026-02 - A Resolution to Request the United States Congress to Appropriate Funding for the Purpose of Constructing a New Air Traffic Control Tower at the Smyrna/Rutherford County Airport.**

A motion, made by Mayor Cole, seconded by Alderman Coates, to approve Resolution #2026-02, was adopted following a roll-call vote.

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

10. Resolution #2026-03 - A Resolution to Amend the Employee Handbook.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2026-03, was adopted following a roll-call vote.

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

11. Motion to Appoint a New City Recorder.

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to appoint Joshua Miller as the City Recorder, was adopted with all voting AYE.

12. Appoint or Remove Board / Committee Members:

- A. Parks and Recreation Advisory Committee.** Mayor Cole appointed Brent Windrow and TaRita Wright Burrows to the Parks and Recreation Advisory Committee. The Board confirmed the appointments with all voting AYE.
- B. Beer Board.** Mayor Cole reappointed Jennifer Maxey to the Beer Board. The Board confirmed the appointment with all voting AYE
- C. Library Board.** A motion, made by Mayor Cole, seconded by Alderman Haas, to reappoint Glenn Green and appoint Marcia Dickerson and Carol Brown to the Library Board, was adopted with all voting AYE.
- D. Stormwater Appeals and Advisory Board.** Mayor Cole reappointed Earl Garvin, Jr. to the Stormwater Appeals and Advisory Board. The Board confirmed the appointment with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs addressed calls she had received regarding the relocation of the Rutherford County Convenience Center and provided information on who to direct those concerns too with the County.

Mayor Cole congratulated the La Vergne High School Welding Program for their achievements. He expressed condolences to MTSU President Dr. Sidney McPhee on the passing of his wife, Elizabeth McPhee.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:25 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 5. Second Reading - **Ordinance 2026-01** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

Department: City Administrator **Presented By:** Bruce Richardson

Item Attachments: 1. Ordinance #2026-01

Purpose:

This is a budget amendment for the current Fiscal Year 2025-2026 budget to allocate funds for the leased Engineering vehicle in the previous item.

Background:

Due to a vehicle accident, the Engineering Department is needing a new vehicle. This is the budget amendment to allocate the funds for that lease.

Financial Summary:

The estimated monthly payment for this vehicle is \$798.07 per month, so the cost for the remaining portion of the current fiscal year should be approximately \$5,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-01

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 number:

110-41670-533	Engineering – Mach. & Equip Rental	\$	5,000
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	5,000
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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:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 6. Second Reading - **Ordinance #2026-02** - An Ordinance to Amend Title 2, Chapter 2 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and Deleting Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Beautification and Arts Advisory Committee.

Department: Parks & Recreation **Presented By:** David McGowen

Item Attachments: 1. Ordinance #2026-02

Purpose:

This is an ordinance to amend the duties of the Parks and Recreation Advisory Committee by adding the duties of the Beautification and Arts Advisory Committee. This ordinance will also do away with the Beautification and Arts Advisory Committee.

Background:

As previously discussed, this ordinance will combine the duties of the Parks & Recreation Advisory Committee and the Beautification and Arts Advisory Committee. The existing Beautification and Arts Advisory Committee will be disbanded and no longer exist. No changes will be made to the membership of the Parks & Recreation Advisory Committee.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-02

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 2 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE AND DELETING TITLE 2, CHAPTER 4 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE BEAUTIFICATION AND ARTS ADVISORY COMMITTEE.

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

SECTION I. Title 2, Chapter 2 of the La Vergne Municipal Code entitled "Parks and Recreation Advisory Committee" be amended to read as follows:

CHAPTER 2 PARKS AND RECREATION ADVISORY COMMITTEE

Sec. 2-201. Creation and membership.

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

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

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

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

Sec. 2-202. Duties of the committee.

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

The committee shall also advise and assist the City of La Vergne, its elected officials, citizens and staff, and serve as an advocate in the city's decision-making process for artistic and cultural

activities; seasonal programs and decorating; general city beautification, and greenway projects, which may include:

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

SECTION II. Title 2, Chapter 4 of the La Vergne Municipal Code entitled “Beautification and Arts Advisory Committee” be deleted in its entirety.

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

SECTION IV. That this Ordinance take effect 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:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 7.A.1. OMNIA Partners Contract Purchase - Emergency Communications Center Workspace Remodel.

Department: Police **Presented By:** Erin Speck

Item Attachments:

1. Quote - La Vergne PD Communications Room
2. La Vergne PD Communications Drawings

Purpose:

The Emergency Communications Center is requesting approval to proceed with a comprehensive remodel of the communications workspace. This project addresses aging/deteriorating equipment, improves ergonomics/efficiency for staff and extends the longevity of critical workstations. The total estimated cost of the project is \$149,714, not including shipping for monitors, KVM switches, or filing cabinets. This amount remains within the \$175,990 approved in the current fiscal year budget.

Background:

The Emergency Communications Center's current console desks were purchased over ten years ago and have significantly deteriorated. All existing work surfaces are either loose or broken, creating safety concerns and reducing functionality for dispatch personnel.

Given the demanding nature of emergency communications work, reliable, ergonomic, and properly designed workstations are essential. The remodel includes replacing all workstation furniture, upgrading monitors, switching equipment, updating flooring, and updating wall finishes to create an efficient and modern workspace. Additionally, the selected console system includes extended maintenance and a 20-year warranty, ensuring long-term durability and reduced future replacement costs.

The remodel will enhance dispatcher comfort, improve equipment organization, and support overall operational reliability for the city's emergency communications services.

Financial Summary:

Approved in FY Budget: \$175,990

Estimated Total Project Cost: *Approximately* **\$149,714**

(Does not include shipping costs for monitors, KVM switches, or filing cabinets.)

Breakdown of Estimated Costs

- **Four new ergonomic console desks (custom-built):** \$115,698.63
- **Evans Care Console Cleaning – 5-year plan:** \$9,900
 - Extends console warranty to 20 years

- **Nine Dell Ultrasharp 49" curved USB-C hub monitors:** \$12,689.91
- **Four Adder KVM switches:** \$3,000
- **Three Uline filing cabinets:** \$4,125
- **Paint for walls:** Approximately \$300
- **Laminate wood flooring:** Approximately \$4,000

Staff Recommendation:

Staff recommends approval.

La Vergne PD

Project Name: La Vergne PD - Communications Room

Project Location: La Vergne, Tennessee, United States

Project Number: 25-5470 Phase 1 Revision 5

Submittal Date: December 23, 2025

Sales Lead: Mitch Rieg

Project Manager: Zach Mudryk

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Console 1	DSP-C	44,656.35	1	44,656.35
Console 2	DSP-C	44,553.00	1	44,553.00
General Accessories				2,546.26
Sub-Total				91,755.61
Logistics				
Packaging				Included
Transportation (pricing subject to adjustment due to fuel cost changes)				11,161.40
Install				12,781.62
Sub-Total				23,943.02
Project Total (USD, All Sales Taxes Excluded)				115,698.63

Note: Products on OMNIA Contract are marked as 'O'. Items without an 'O' are open market items. OMNIA Contract No. 07-62; Effective until December 31, 2025

Shipping INCO Terms: CIP to La Vergne, Tennessee, United States

Payment Terms:

100% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period: 120 days for product; 120 days for freight and install within North America; 30 days for freight and install outside of North America.

See Evans Terms & Conditions document for more details.

Prices will be valid for shipment six (6) months after receipt of purchase order. Any orders that have not been manufactured and shipped within this time frame may be subject to a price adjustment.

Evans accepts all major credit cards subject to service fees.

Accepted by (Title/Name): _____

Signature: _____ Date: _____

By signing this document, the signatory acknowledges that this represents a Purchase Agreement between the client and Evans Consoles with the stated scope of supply, pricing and Terms and Conditions.

Shipment / Installation A	
Includes all product	
Packaging	Price
Blanket Wrapped	Included
Transportation	
Transportation by Truck (LTL) to La Vergne, Tennessee, United States	6,358.80
Evans Offload to Room of Rest	3,966.77
Debris Removal	835.83
Transit Time: 10 Days	
Evans' standard transportation and offload pricing assumes a single shipping activity at a non-union site, during weekdays, regular work hours, site accommodates a 53 ft. (16 m) trailer with loading dock, main floor delivery, clear access (i.e., hallways, doors, and corners with minimum 36 in. (1 m) clearance) from loading dock to room of delivery using furniture dollies with a maximum offload travel to room of 150 ft. (50 m).	
Please note that there are additional charges for remote locations (e.g., Islands, extreme regions, non-major highway access, or other site conditions), cross dock, cube van or lift gate, forklift, pallet jack, crane, or other offload requirements, any delivery above a main floor, stair carry, multiphase delivery, prevailing wage requirements, off hours (i.e., prior to 8:00 a.m.), evening (i.e., after 3:00 p.m.), and weekend delivery, military base/secure site/specific citizenship requirements, and union rates as specified.	
Install	
Evans Installation	12,781.62
Evans' pricing assumes a single installation activity at non-union sites, during weekdays, regular work hours, and room is free of construction and clear of operations and other trades or contractors.	
Please note that there are additional charges for remote locations (200 miles/300 km from an international airport); drug & alcohol testing; safety training; security or background checks (ex. TWICS, Military); phased install; multiphase installation; live operations cut over; prevailing wage requirements; off hours (prior to 8:00 AM), evening (after 5:00 PM), and weekend install; union rates as specified, and any onsite scope changes.	
The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report). Failure to provide such a contact assumes the activity as reported has been accepted.	
Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	

Optional Items

Note: Optional item prices do not include additional shipping or installation costs and have not been included in any totals or sub-totals. A new quote revision will need to be submitted in order to include any optional items.



Mission Critical Preventative Maintenance + Console Cleaning

Console Preventative Maintenance and Cleaning Agreement Contract

Preventative maintenance and cleaning will be performed once per year on any brand of console. Consoles will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown, ensuring that consoles function at their optimum level of performance. Cleaning is performed on-site while the control center stays live. All surfaces are touched a minimum of three times. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. All keyboards, monitors, mice, and computers (outside case only) units cleaned and wiped down with specialty cleaners. Low scent cleaning products are used to avoid disruption of the control center with harsh chemical smells and odors.

Contract will lock in pricing and will not increase for the duration of the contract.

1 Year: \$495.00 per operator position

3 Year: \$1,485.00 per operator position*

5 Year: \$2,475.00 per operator position*

*Pricing shown reflects the total price for a multi-year contract (Individual price for an operator position multiplied by the number of years)

Wire Management (organizing existing wiring and cable infrastructure): \$999.00 per standard operator position

Additional cleaning activities for features that are not included in the preventative maintenance and cleaning agreement, such as overhead lighting, under raised floors, acoustical walls, and chairs, are available upon request.

Console 1						Qty: 1
Dispatch						
	Part Number	Description	Measure	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
2	DSP-FD-B	Base Full Depth Console	Units	645.20 O	8.5	5,484.20
3	DSP-RD-B	Base Reduced Depth Console	Units	581.32 O	5	2,906.60
4	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	497.37 O	4	1,989.48
5	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	578.81 O	2	1,157.62
6	CO-WS-HPL-30	HPL Work Surface with Flat PVC Edge; 30" (762mm) to 39.9" (1015mm) depth	Units	145.56 O	17	2,474.52
7	CO-WS-U-ESUN	Upgrade Work Surface Edge from Flat PVC to Ergonomic Soft Urethane Nosing	Units	110.47 O	17	1,877.99
8	CO-WLS-LC-HD-2	Two heavy duty lift columns with a single equipment controller and switch	Each	1,614.86 O	2	3,229.72
9	CO-WLS-WSSC	Work surface support cage kit	Units	60.10 O	14.5	871.45
10	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	117.76 O	20.5	2,414.08
11	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	375.84 O	6	2,255.04
12	CO-SW-S-1T	Single Tier Slatwall system	Units	236.08 O	16.5	3,895.32
EQUIPMENT/ACCESSORIES						
13	CO-ESS-BFS	Base Fixed Shelf	Each	233.70 O	7	1,635.90
14	CO-EC-W	Wide Energy Chain with upper and lower mounting brackets	Each	103.92 O	4	415.68
15	CO-SW-A-E-BH	Slatwall/Slatrail mounted Binder Holder by Evans; 5" (127mm) wide	Each	103.35 O	1	103.35
16	CO-MA-E-SW-DM-DT	Double Tier Dual Monitor Arm; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	722.66 O	2	1,445.32
17	CO-MA-E-SW-ST	Single Tier Monitor Arm; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	273.39 O	4	1,093.56
18	CO-MA-E-CMMP	Large Rectangular Mounting Plate for Curved Monitors	Each	87.76	4	351.04
19	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	135.07 O	2	270.14
20	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	116.28 O	7	813.96
21	CO-PDG-DT-4P-CCPP	Desktop Mounted Pop-Up Power and Data Grommet with 4 Ports; 2 Configurable Data Ports (refer to drawing for configuration), 2 Power Receptacles (NEMA 5-15)	Each	329.25 O	2	658.50
22	CO-PDG-SW-4P-CCPP	Slatwall/Slatrail Flat Mounted Power and Data Grommet with 4 Ports; 2 Configurable Data Ports (refer to drawing for configuration), 2 Power Receptacles (NEMA 5-15)	Each	329.25 O	4	1,317.00
23	CO-HT-C-FI-400-EL	Single Front Intake Ceramic Forced Air Heater; EnviroLinc compatible, 400W total, 110V	Each	346.72 O	2	693.44
24	CO-CL	Cavity Light; 12VDC power supply (refer to drawing for plug type)	Each	55.21 O	7	386.47
25	CO-AL-CPK	Controller and Power Kit for LED lighting (not for use with EnviroLinc; refer to drawing for plug type)	Each	92.96 O	3	278.88
26	CO-AL-LED-B	LED accent lighting; Blue	Units	11.74 O	14.5	170.23
27	CO-TL-SW-ZB	Z-Bar task light by Konzept with Slatwall mount (refer to drawing for plug type)	Each	243.93 O	2	487.86

28	CO-LL-SLS	LumiLinc Visual Management System; 100-240VAC (does not include terminal blocks; refer to drawing for plug type)	Each	495.62	0	2	991.24
29	CO-LL-SLS-MS	Mechanical colour coded switch for LumiLinc Visual Management System	Each	273.65	0	2	547.30
30	CO-LL-SLS-LB-30	30" (762mm) LED Light Blade for LumiLinc Visual Management System	Each	216.36	0	2	432.72
31	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	1,201.23	0	2	2,402.46
32	CO-EL-PM-AC	EnviroLinc AC power module; 110V, 3' power cord, NEMA 5-15 (Type B plug)	Each	342.04	0	2	684.08
33	CO-EL-TSC	EnviroLinc touch screen controller	Each	334.90	0	2	669.80
34	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	125.70	0	2	251.40
Sub-Total (single unit)							44,656.35

Console 2

Qty: 1

Dispatch

	Part Number	Description	Measure	Unit Price	Qty	Extended Price	
PRODUCT STRUCTURE							
35	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included	
36	DSP-FD-B	Base Full Depth Console	Units	645.20	0	8.5	5,484.20
37	DSP-RD-B	Base Reduced Depth Console	Units	581.32	0	5	2,906.60
38	DSP-FD-MK	Full Depth Mitre kit (0° to 45°)	Each	497.37	0	4	1,989.48
39	DSP-FD-EP-CO	Full Depth Contemporary style end panel	Each	578.81	0	2	1,157.62
40	CO-WS-HPL-30	HPL Work Surface with Flat PVC Edge; 30" (762mm) to 39.9" (1015mm) depth	Units	145.56	0	17	2,474.52
41	CO-WS-U-ESUN	Upgrade Work Surface Edge from Flat PVC to Ergonomic Soft Urethane Nosing	Units	110.47	0	17	1,877.99
42	CO-WLS-LC-HD-2	Two heavy duty lift columns with a single equipment controller and switch	Each	1,614.86	0	2	3,229.72
43	CO-WLS-WSSC	Work surface support cage kit	Units	60.10	0	14.5	871.45
44	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	117.76	0	20.5	2,414.08
45	CO-WLS-SLS	Base cavity safety limit system (SLS) (per module)	Each	375.84	0	6	2,255.04
46	CO-SW-S-1T	Single Tier Slatwall system	Units	236.08	0	16.5	3,895.32
EQUIPMENT/ACCESSORIES							
47	CO-ESS-BFS	Base Fixed Shelf	Each	233.70	0	7	1,635.90
48	CO-EC-W	Wide Energy Chain with upper and lower mounting brackets	Each	103.92	0	4	415.68
49	CO-MA-E-SW-DM-DT	Double Tier Dual Monitor Arm; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	722.66	0	2	1,445.32
50	CO-MA-E-SW-ST	Single Tier Monitor Arm; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	273.39	0	4	1,093.56
51	CO-MA-E-CMMP	Large Rectangular Mounting Plate for Curved Monitors	Each	87.76		4	351.04
52	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	135.07	0	2	270.14
53	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	116.28	0	7	813.96
54	CO-PDG-DT-4P-CCPP	Desktop Mounted Pop-Up Power and Data Grommet with 4 Ports; 2 Configurable Data Ports (refer to drawing for configuration), 2 Power Receptacles (NEMA 5-15)	Each	329.25	0	2	658.50
55	CO-PDG-SW-4P-CCPP	Slatwall/Slatrail Flat Mounted Power and Data Grommet with 4 Ports; 2 Configurable Data Ports (refer to drawing for configuration), 2 Power Receptacles (NEMA 5-15)	Each	329.25	0	4	1,317.00
56	CO-HT-C-FI-400-EL	Single Front Intake Ceramic Forced Air Heater; EnviroLinc compatible, 400W total, 110V	Each	346.72	0	2	693.44

57	CO-CL	Cavity Light; 12VDC power supply (refer to drawing for plug type)	Each	55.21	0	7	386.47
58	CO-AL-CPK	Controller and Power Kit for LED lighting (not for use with EnviroLinc; refer to drawing for plug type)	Each	92.96	0	3	278.88
59	CO-AL-LED-B	LED accent lighting; Blue	Units	11.74	0	14.5	170.23
60	CO-TL-SW-ZB	Z-Bar task light by Konzept with Slatwall mount (refer to drawing for plug type)	Each	243.93	0	2	487.86
61	CO-LL-SLS	LumiLinc Visual Management System; 100-240VAC (does not include terminal blocks; refer to drawing for plug type)	Each	495.62	0	2	991.24
62	CO-LL-SLS-MS	Mechanical colour coded switch for LumiLinc Visual Management System	Each	273.65	0	2	547.30
63	CO-LL-SLS-LB-30	30" (762mm) LED Light Blade for LumiLinc Visual Management System	Each	216.36	0	2	432.72
64	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	1,201.23	0	2	2,402.46
65	CO-EL-PM-AC	EnviroLinc AC power module; 110V, 3' power cord, NEMA 5-15 (Type B plug)	Each	342.04	0	2	684.08
66	CO-EL-TSC	EnviroLinc touch screen controller	Each	334.90	0	2	669.80
67	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	125.70	0	2	251.40
Sub-Total (single unit)							44,553.00

General Accessories

	Part Number	Description	Measure	Unit Price	Qty	Extended Price
68	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
69	MLW-PD-MB-BBF	Mobile Undercounter Storage Pedestal; Box/Box/File; Keyed lock	Each	1,273.13	0	2,546.26

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

- 1.1 Unless otherwise stated in the Quotation, the Quotation prices are valid within North America for ninety (90) days for product, freight, and installation. Outside of North America, prices for freight and installation are valid for thirty (30) days from the date of the Quotation.
- 1.2 The prices in the Quotation are valid for Work shipped or completed within six (6) months from the date of the confirmed order (the "Purchase Order") or date of the signed Quotation received by Evans. Evans reserves the right to revise or adjust pricing, at their sole discretion, on orders not shipped or completed within the six (6) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation and transportation Quotation.

2.0 Price and Payment

- 2.1 Except as otherwise agreed in writing by the parties or otherwise stated in the front page of the Quotation, the price of the Work must be paid as per the following payment terms:
 - 2.1.1 Thirty percent (30%) progress payment net thirty (30) due upon Sign Off, as herein defined in clause 3.1;
 - 2.1.2 Seventy percent (70%) net thirty (30) upon shipment of the Work;
 - 2.1.3 A one-point five percent (1.5%) late payment penalty must be applied per calendar month per payment if payment is not received within 30 days of invoice issuance.
- 2.2 Pay When Paid Clause. Buyer must NOT withhold payment to Evans for reasons unrelated to the Work of Evans. Buyer must not unreasonably withhold authorization for payment.
- 2.3 For Purchase Orders which require the Work to be shipped and or installed outside of the United States or Canada, credit approval from a third-party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans at their sole discretion. Payment must be provided through an Irrevocable Letter of Credit (the "ILC"). The terms of the ILC must be:
 - 2.3.1 The ILC must be in the English language and all supporting or related documents requiring execution must also be in English;
 - 2.3.2 The ILC must be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
 - 2.3.3 The expiry of the ILC must extend at minimum six (6) months past the installation or shipping date set out in the Quotation, whichever is later. If the project is delayed or rescheduled, then the ILC expiry date will need to be extended; and
 - 2.3.4 All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, and statement of compliance to product specification.

- 2.4 It is recognized that an Evans console solution is a one -of-a-kind, custom-made product specifically designed to meet the Buyer's equipment and ergonomic requirements, hence:

- 2.4.1 Once design and production have started or the product has been shipped, the order is non-cancelable, non-returnable, and non-refundable.

- 2.4.2 Third party buyouts (where there is no Evans manufacturing component) will have a minimum restocking charge of 25%, plus freight. This will be confirmed at the time of return request based on the policies in place from our third-party suppliers.

- 2.5 The Quotation price includes all transportation, carriage, and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.
- 2.6 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order and may result in an amendment to the Quotation to consider any additional costs incurred.
- 2.7 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada, Evans is required by law to collect the appropriate state, provincial, and municipal sales and use taxes at the time of invoice, for the products supplied. If applicable to this procurement, Evans will require a certificate of tax exemption prior to the time of invoicing. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes, or any other taxes at the shipping destination are the sole responsibility of the Buyer.
- 2.8 Evans is required by United States federal law to provide a federal tax identification number on all shipments delivered within the United States. This information must be included in the Purchase Order prior to shipment of any Work.

3.0 Scheduling

- 3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in clause 2.1.1, and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".
- 3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope, and shipping destination will affect the project schedule.
- 3.3 All the detailed information required to complete the design of the consoles must be provided to Evans by the Buyer at the time of project Sign Off. All of the product dimensions shown on the Sign Off drawings are considered final. Any changes to these dimensions by the Buyer after project Sign Off may have an impact on pricing and/or schedule.
- 3.4 In the case where there are further questions following project Sign Off, or there are clarifications or missing information that are identified during the detailed design and manufacturing stage of the project, the Buyer must respond to these questions within forty-eight (48) hours of the request being sent by Evans. If Evans does not receive a request within the timeframe, the scheduled project delivery and/or cost may be impacted.

STANDARD TERMS AND CONDITIONS

- 3.5 Room dimensions that are provided to Evans by the Buyer and which are shown on the Sign Off drawings, are assumed to be the correct onsite dimensions. In the case there is a discrepancy between the onsite conditions and the Sign Off drawings, the Sign Off drawings will be considered as correct, and any adjustment required may have an impact on pricing and/or schedule.
- 4.0 Packing**
- 4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces, and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.
- 4.2 At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight, or Less Than Truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (i.e., plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or Change Order for any additional services.
- 5.0 Shipment and Storage**
- 5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments, or off-site storage of the product, Evans will provide a revised Quotation or Change Order for the additional services. Freight (i.e., transportation) pricing is subject to adjustment due to fuel cost changes. Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the ship date. Any last-minute changes from the client may have a cost/schedule impact.
- 5.2 Evans follows the international trade terms under Incoterms 2020 and Uniform Commercial Code (UCC).
- 5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms must be Carriage, Insurance Paid To (CIP) named destination point. Title and risk must pass to the Buyer when the Work is delivered to the carrier by Evans who pays for transportation and insurance to the named destination.
- 5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. Evans packaging uses Shockwave indicators to assess potential impacts and rough handling during shipping. When the customer receives the product from an Evans shipment or is responsible for handling or offloading, when the crate/crates are received inspect the Shockwatch 2 indicator and follow the following process (a) check serial number of the indicator. Confirm that it matches the serial number on the shipping document (b) review indicator windows for activation. If red, the sensitivity threshold was exceeded by an impact. If indicator window is red, accept the shipment. However, note on the bill of lading the indicator was activated and inspect the shipment for damage. Take pictures of the damaged crate before opening it. Open the crate and inspect parts for damage. If there are damaged parts take pictures and notify your Evans Consoles Project Manager.
- 5.5 In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor must determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.
- 5.6 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.
- 5.7 If the Buyer is responsible for shipping the Work, the shipping terms will be Ex Works (EXW) (named place of delivery) as defined in Incoterms 2020 or the Uniform Commercial Code (UCC). Evans will place the Work on Evans' loading dock, suitably packaged for export shipment and advise the Buyer in writing it is available for pickup. If pickup does not occur within three (3) working days, additional costs may apply. The Buyer must communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for all damages during loading, transport, and off-loading.
- 5.8 The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five degrees Celsius (15°C to 25°C) (i.e., sixty to seventy degrees Fahrenheit (60°F-75°F)) and between forty-five to fifty-five percent (45% to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.
- 6.0 Site Preparation and Installation**
- 6.1 The Buyer must make the destination and/or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way affect or impact the installation of the Work must be complete.
- 6.2 The Buyer must appoint a representative who will be available at the Site to direct Evans installation team regarding security, site safety, and Work placement.
- 6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless

STANDARD TERMS AND CONDITIONS

otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.

- 6.4 Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the installation activity. Any last-minute changes from the client may have a cost/schedule impact.
- 6.5 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.
- 6.6 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they must execute an Installation Waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

- 7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Change Order").
- 7.2 All changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue a Change Order to the Purchase Order. If any change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates, or both, and Evans will provide a revised Quotation or Change Order for the adjustment.

8.0 Buyer Acceptance

- 8.1 Upon completion of the installation, the Buyer must arrange for the Buyer's representative to receive a product demonstration and training on the operation and maintenance of the installed Work.
- 8.2 Upon completion of the installation of the Work, a report will be produced by the Installer, and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office within forty-eight (48) hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

9.0 Evans Warranty

- 9.1 Unless otherwise stated in the quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:
 - a. Lifetime warranty on all fixed structural frame components;
 - b. Lifetime warranty on all static exterior panels and work surface components parts; with five (5) years for labor;
 - c. Lifetime warranty on all adjustable, sliding or hinged mechanisms or parts; with five (5) years for labor;
 - d. Five (5) year warranty on the Evans branded E-Arm family;
 - e. Five (5) year warranty on electrical actuated lift columns;
 - f. Three (3) year product warranty on Evans' PowerLinc™ system;
 - g. Three (3) year product warranty on Evans' EnviroLinc™ system with Evans Ceramic heater;
 - h. Three (3) year product warranty on Evans' Lumilinc™ system;
 - i. Original Equipment Manufacturer (OEM) warranty on all third-party buyouts.
- 9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site in the form of a signed Project Completion Report (PCR). If the product goes into storage for more than three months, warranty period will start on the first day of the fourth month. If Evans is not providing installation services for the consoles, Evans' Lifetime Limited Warranty does not apply to damage resulting from improper installation. Notification of any defect or failure must be in writing to Evans within the applicable warranty period. If a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans must not be obligated to provide any warranty for the Work.
- 9.3 If the Buyer executes an EvansCare Maintenance contract within one (1) year of project final acceptance, as long as the contract is maintained on an annual basis, Evans will provide a lifetime warranty on all elements of the Work. Failure to maintain an annual EvansCare Maintenance contract (with no breaks allowed) will revert warranty back to standard terms as outlined in clause 9.1.
- 9.4 At Evans' option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 12.0 below, the decision is binding and final upon the Buyer.
- 9.5 The warranty periods must not be extended or modified due to any warranty claims, repairs, or replacements made under section 9.0.
- 9.6 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.
- 9.7 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia-based cleaners are used on the nosing and/or worksurface.

STANDARD TERMS AND CONDITIONS

- 9.8 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third-party software.
- 9.9 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.
- 9.10 Rights and benefits of this section are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.
- 9.11 a. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.
- b. All Purchase Orders entered into by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

10.0 Confidentiality

~~10.1 The Buyer agrees to maintain confidentiality with regard to confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and must require the similar undertaking from any employees, subcontractors, representatives, or agents. Any drawings, plans, and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, must be confidential and must not be used for any purpose other than performing this contract. Such confidential information must not be reproduced or copied by the Buyer without Evans' written consent and must remain the sole property of Evans, even upon completion of the Work and Purchase Order.~~

11.0 Jurisdiction

- 11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Tennessee and exclusive jurisdiction of the regional district courts of Tennessee, and the United States District Court for the La Vergne, Tennessee, as appropriate, must have exclusive jurisdiction regarding any related disputes.
- 11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

~~12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury, or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.~~

~~12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering, or structural engineering services. Evans must be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.~~

12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT MUST Evans' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

13.1 If, by reason of a Force Majeure, either party hereto must be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party must give notice and full particulars of such Force Majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such Force Majeure, must be suspended during the continuance of the event then claimed, and such party must endeavor to remove or overcome such inability with all reasonable diligence. The term Force Majeure as employed herein, must mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the Force Majeure.

13.2 Each party must take all commercially reasonable steps to mitigate any loss or damages as a result of the Force Majeure.

13.3 The Buyer must pay for the portion of the Work completed and/or delivered up until the point of delay by Force Majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within ten (10) days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. ~~If the material breach continues, Evans may terminate this Purchase Order and the Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.~~

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver



DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

STANDARD TERMS AND CONDITIONS

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival and Severability

16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9.0, 10.0, 11.0, 12.0, 15.0, and 17.0.

16.2 If any provision of these Terms and Conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms and Conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 Duties

17.1 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and EVANS acknowledge and agree that the price does not include any duties, tariffs, levies, import charges or assessments levied or imposed by the relevant Government authorities upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government upon the importation shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by EVANS, they shall be reimbursed by the Buyer to EVANS upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from EVANS' manufacturing facilities to the designated place or places for delivery specified in the Quotation.

Rev. Jan, 2026

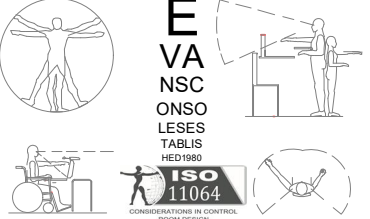
Approved by R.Game

COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT.
COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.



PRODUCT

DISPATCH III



E
VA
NSC
ONSO
LESES
TABLIS
HED1980
ISO
11064
CONSIDERATIONS IN CONTROL
ROOM DESIGN



PRODUCT
CERTIFIED FOR
LOW CHEMICAL
EMISSIONS:
UL.COM/IGG
UL 2818



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CERTIFIED



Certified System
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Certified System
ISO 14001



Certified System
ISO 45001

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- DIMENSIONS SHOWN HAVE A CONSTRUCTION
TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF
CONSOLE PRODUCT.

B	SECOND RELEASE	10/23/2025	EVA
A	FIRST RELEASE	8/19/2025	AY
REV	COMMENT	DATE	BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

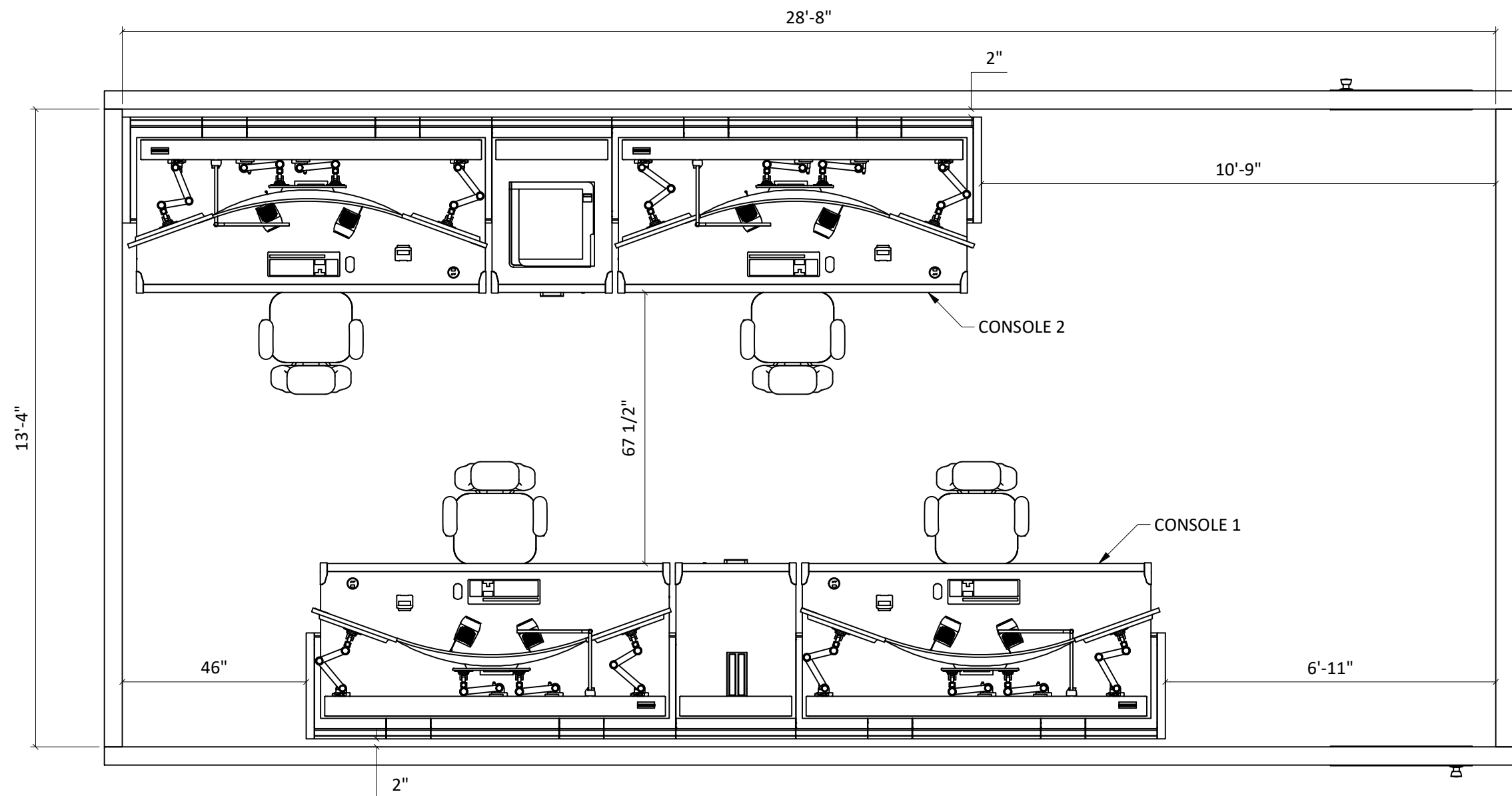
CLIENT / PROJECT

LA VERGNE PD PD
COMMUNICATIONS

LOCATION: LA VERGNE, TN
DRAWING

ROOM RENDERING

DATE 10/23/2025	DRAWING NUMBER 1 OF 7	REV B
SCALE AS SHOWN	EVANS PROJECT NUMBER 25-5470-301	



ROOM LAYOUT
SCALE 3/8" = 1'-0"

THE ROOM DIMENSIONS AND LAYOUT SHOWN ON THIS DRAWING HAVE BEEN PROVIDED TO EVANS BY AN EVANS REPRESENTATIVE. THIS CONSOLE DESIGN ASSUMES A MINIMUM 34 3/4" CLEAR PATH OF TRAVEL INTO THE CONTROL ROOM. EVANS HAS NOT PERFORMED A SITE INSPECTION TO VERIFY ROOM DIMENSIONS OR FLOOR PLAN LAYOUT. WE STRONGLY SUGGEST THAT THE DIMENSIONS AND LAYOUT SHOWN ARE VERIFIED BY THE END USER PRIOR TO THE APPROVAL OF THIS DRAWING.

PRODUCT

DISPATCH III



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ISO 9001 ISO 14001 ISO 45001

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REV	COMMENT	DATE	BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

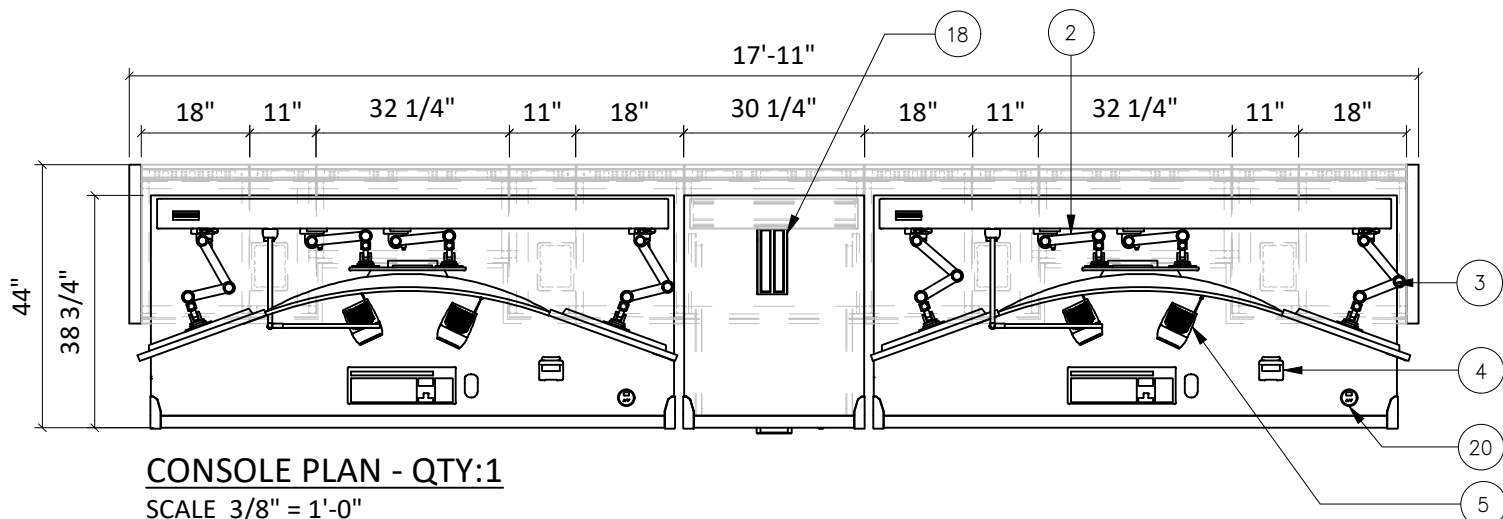
LA VERGNE PD PD
COMMUNICATIONS

LOCATION: LA VERGNE, TN
DRAWING

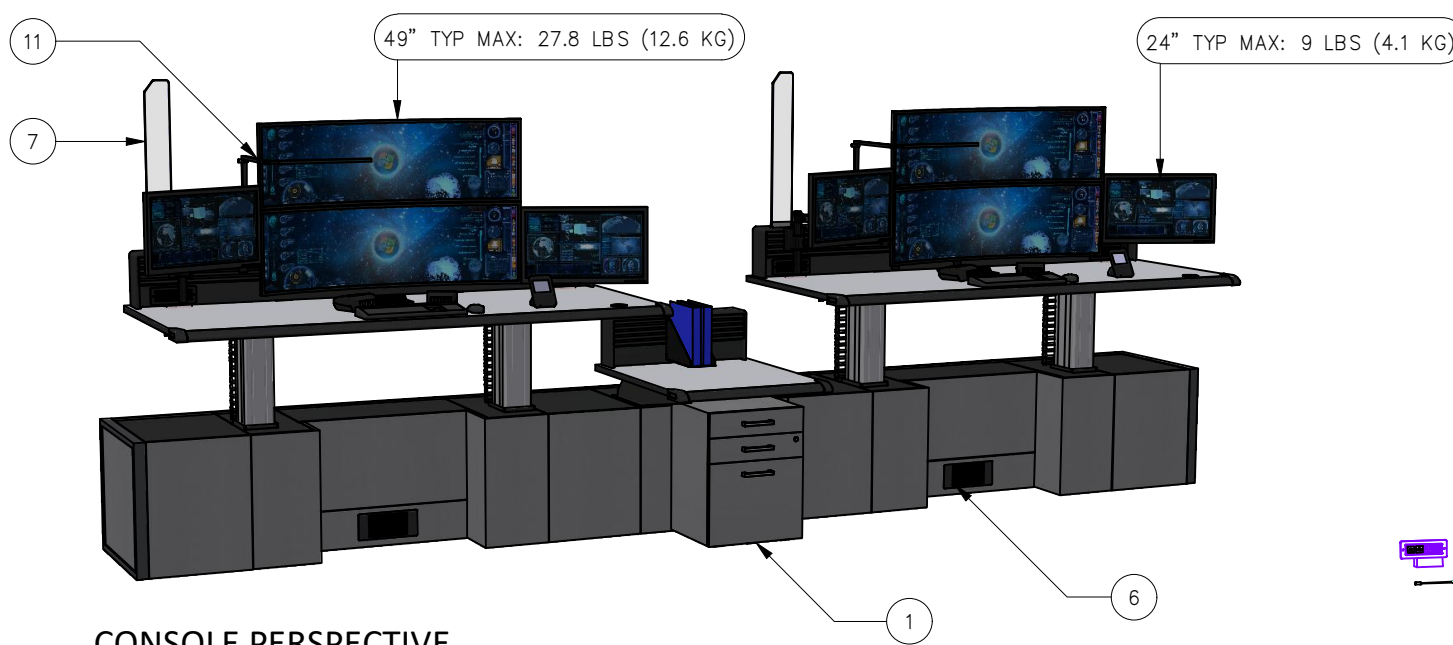
ROOM LAYOUT

DATE 10/23/2025	DRAWING NUMBER 2 OF 7	REV B
SCALE AS SHOWN	EVANS PROJECT NUMBER 25-5470-301	

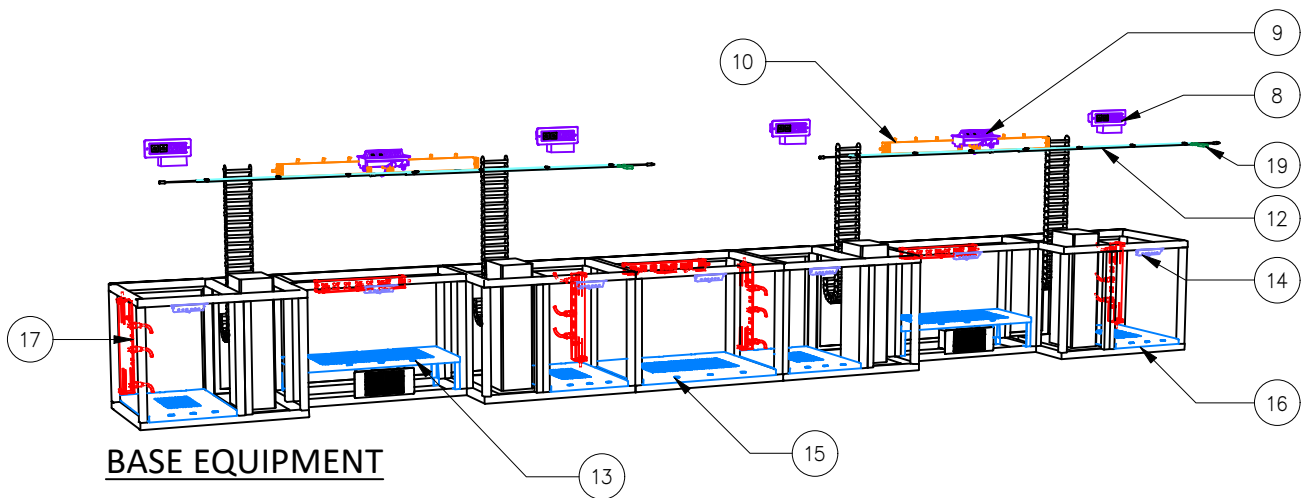
Page 33 of 329



CONSOLE PLAN - QTY:1
SCALE 3/8" = 1'-0"



CONSOLE PERSPECTIVE



BASE EQUIPMENT

LEGEND		
ITEM	QTY	DESCRIPTION
1	1	MOBILE PEDESTAL, SEE DETAILS
2	2	MOUNTING PLATE FOR CURVED LCD WITH DUAL SLATRAIL/SLATWALL DOUBLE TIER SINGLE LINK MONITOR ARM MAX EQ: 60 LBS (27.2 KG) VESA MOUNT: 100X100, 200X100
3	4	SLATWALL/SLATRAIL SINGLE TIER MONITOR ARM MAX EQ: 40 LBS (18.1 KG) VESA MOUNT: 75X75, 100X100 BLACK
4	2	ENVIROLINC TOUCH SCREEN CONTROLLER
5	4	ENVIROLINC DESKTOP FAN
6	2	CERAMIC HEATER 400W FRONT INTAKE (POWER MODULE CABLE TO BUILDING POWER SOURCE SHALL NOT EXCEED 3FT)
7	2	LUMILINC BLADE, 30"
8	4	SLATWALL POWER GROMMET; 2 POWER RECEPTACLES (NEMA 5-15), 2 CAT6 ETHERNET PORT, 180" CORD, BLACK
9	2	DESKTOP POWER GROMMET; 2 POWER RECEPTACLES (NEMA 5-15), 2 CAT6, 180" CORD, BLACK
10	4	NORTH AMERICA POWER BAR; 120V/15A, 8 OUTLETS, 15' POWER CORD, CSA/UL
11	2	SLATWALL/SLATRAIL Z BAR TASKLIGHT BY KONCEPT
12	14.6 LN.FT	LED ACCENT LIGHTING, BLUE
13	2	CUSTOM FIXED SHELF MAX EQ: 12W X 26D X 13H
14	7	CAVITY LIGHT, ON/OFF, LED, 6 LIGHT
15	1	BASE FIXED SHELF MAX EQ: 26W X 19.5D X 18H
16	4	BASE FIXED SHELF MAX EQ: 14W X 19.5D X 18H
17	7	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL
18	1	SLATWALL/SLATRAIL MOUNTED BINDER SHELF; DIM: 5.0"W x10.9D" x 7.9H"
19	2	LED DIMMER, iTOUCH
20	2	LIFT CONTROL

PRODUCT

DISPATCH III

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ISO 11064
CONSIDERATIONS IN CONTROL ROOM DESIGN

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PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/IGG UL 2818

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B	SECOND RELEASE	10/23/2025	EVA
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REV	COMMENT	DATE	BY

REVISION HISTORY
CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

LA VERGNE PD PD
COMMUNICATIONS

LOCATION: LA VERGNE,TN
DRAWING

CONSOLE 1 DETAILS

DATE 10/23/2025	DRAWING NUMBER 3 OF 7	REV B
SCALE AS SHOWN	EVANS PROJECT NUMBER	

25-5470-301

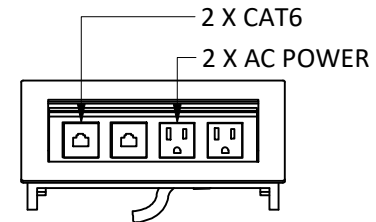
COMBINED POWER DRAW

DISCLAIMER

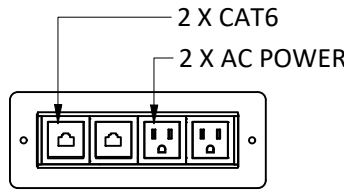
THIS CONSOLE CONTAINS ELECTRICAL COMPONENTS OTHER THAN CLIENT INSTALLED DEVICES. THESE COMPONENTS HAVE A COMBINED POWER DRAW RATING REQUIRED TO FUNCTION AS DESIGNED. VARIANCES IN POWER DRAW CANNOT BE ENTIRELY PREDICTED DUE TO UNCONTROLLED CHANGES IN CLIENT LOADS. ENSURE LOCAL ELECTRICAL CODES PERTAINING TO POWER DISTRIBUTION ARE FOLLOWED WHEN ADDING LOADS TO ANY CONNECTED CONSOLE CIRCUITS.

POWER DRAW

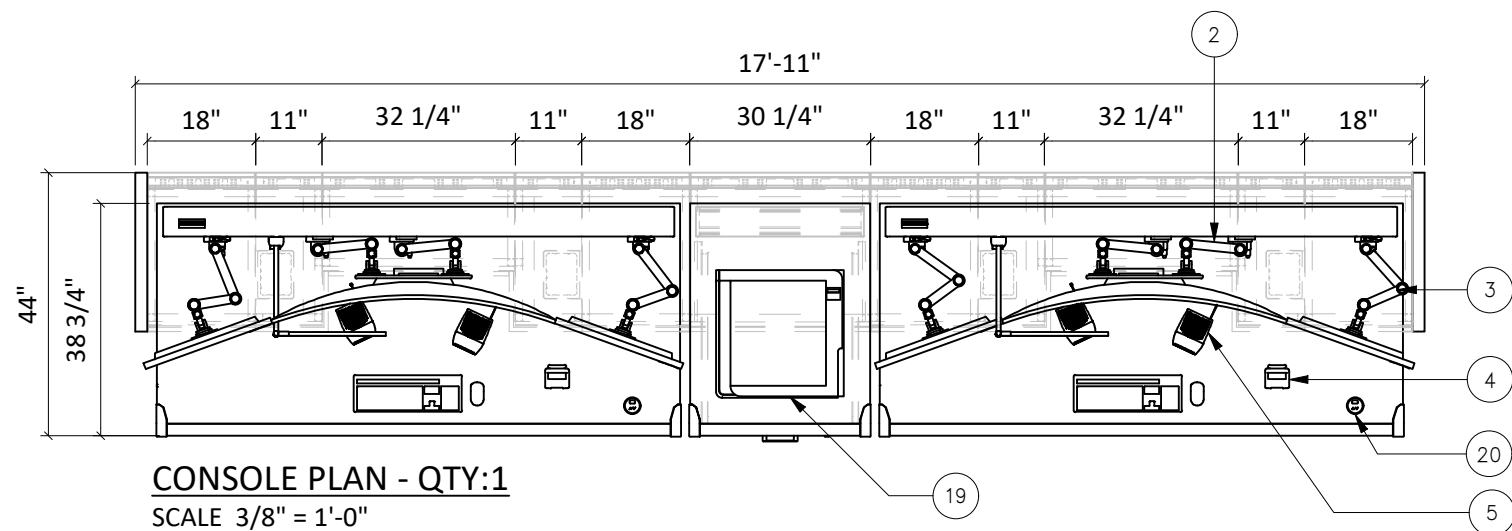
700 WATTS



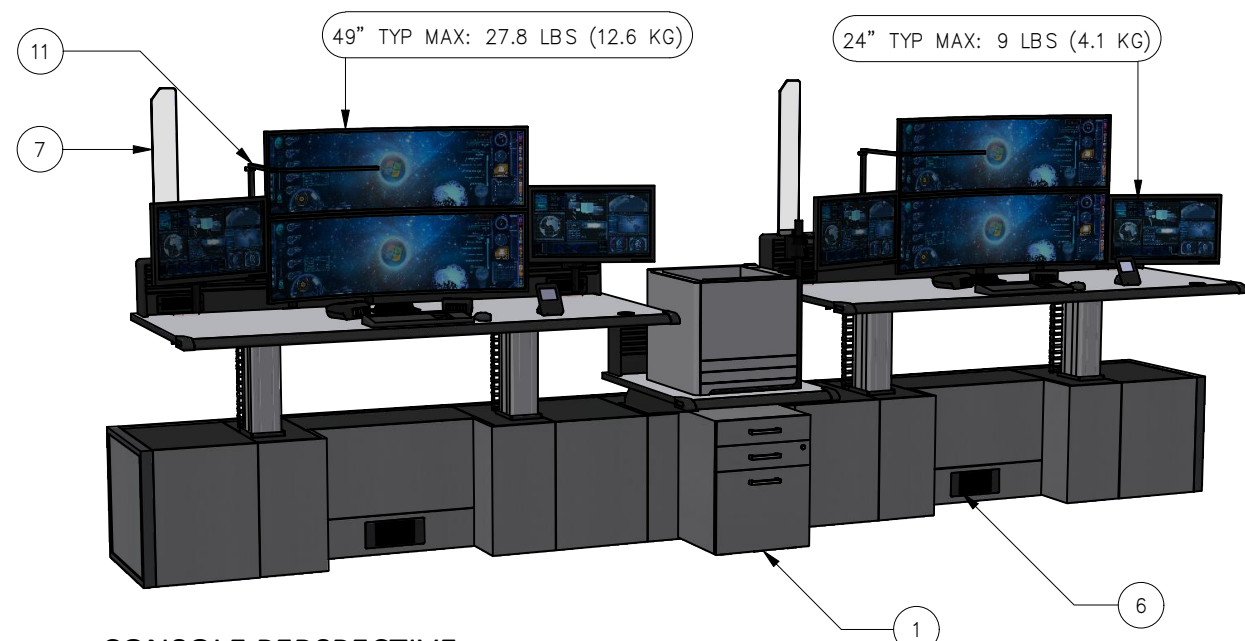
GROMMET DETAILS



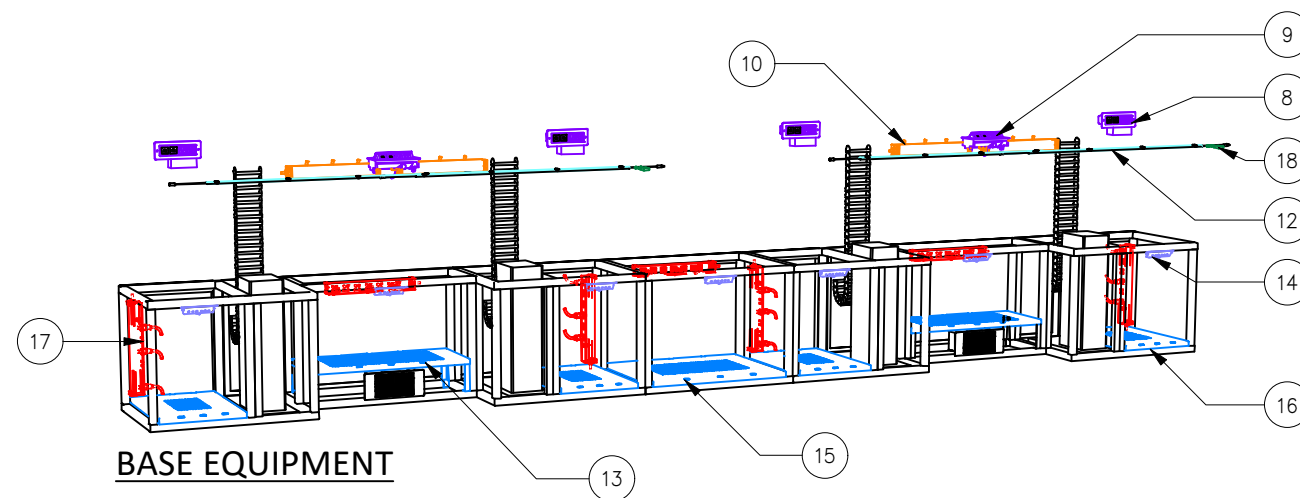
GROMMET DETAILS



CONSOLE PLAN - QTY:1
SCALE 3/8" = 1'-0"



CONSOLE PERSPECTIVE



BASE EQUIPMENT

LEGEND		
ITEM	QTY	DESCRIPTION
1	1	MOBILE PEDESTAL, SEE DETAILS
2	2	MOUNTING PLATE FOR CURVED LCD WITH DUAL SLATRAIL/SLATWALL DOUBLE TIER SINGLE LINK MONITOR ARM MAX EQ: 60 LBS (27.2 KG) VESA MOUNT: 100X100, 200X100
3	4	SLATWALL/SLATRAIL SINGLE TIER MONITOR ARM MAX EQ: 40 LBS (18.1 KG) VESA MOUNT: 75X75, 100X100 BLACK
4	2	ENVIROLINC TOUCH SCREEN CONTROLLER
5	4	ENVIROLINC DESKTOP FAN
6	2	CERAMIC HEATER 400W FRONT INTAKE (POWER MODULE CABLE TO BUILDING POWER SOURCE SHALL NOT EXCEED 3FT)
7	2	LUMILINC BLADE, 30"
8	4	SLATWALL POWER GROMMET; 2 POWER RECEPTACLES (NEMA 5-15), 2 CAT6 ETHERNET PORT, 180" CORD, BLACK
9	2	DESKTOP POWER GROMMET; 2 POWER RECEPTACLES (NEMA 5-15), 2 CAT6, 180" CORD, BLACK
10	4	NORTH AMERICA POWER BAR; 120V/15A, 8 OUTLETS, 15' POWER CORD, CSA/UL
11	2	SLATWALL/SLATRAIL Z BAR TASKLIGHT BY KONCEPT
12	14.6 LN.FT	LED ACCENT LIGHTING, BLUE
13	2	CUSTOM FIXED SHELF MAX EQ: 12W X 26D X 13H
14	7	CAVITY LIGHT, ON/OFF, LED, 6 LIGHT
15	1	BASE FIXED SHELF MAX EQ: 26W X 19.5D X 18H
16	4	BASE FIXED SHELF MAX EQ: 14W X 19.5D X 18H
17	7	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL
18	2	LED DIMMER, iTOUCH
19	1	PRINTER(NOT BY EVANS)
20	2	LIFT CONTROL

PRODUCT

DISPATCH III



E
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ONSO
LESES
TABLIS
HED1980





PRODUCT
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TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF
CONSOLE PRODUCT.

B	SECOND RELEASE	10/23/2025	EVA
A	FIRST RELEASE	8/19/2025	AY
REV	COMMENT	DATE	BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

LA VERGNE PD PD
COMMUNICATIONS

LOCATION: LA VERGNE,TN
DRAWING

CONSOLE 2 DETAILS

DATE 10/23/2025	DRAWING NUMBER 4 OF 7	REV B
EVANS PROJECT NUMBER 25-5470-301		

COMBINED POWER DRAW

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POWER DRAW

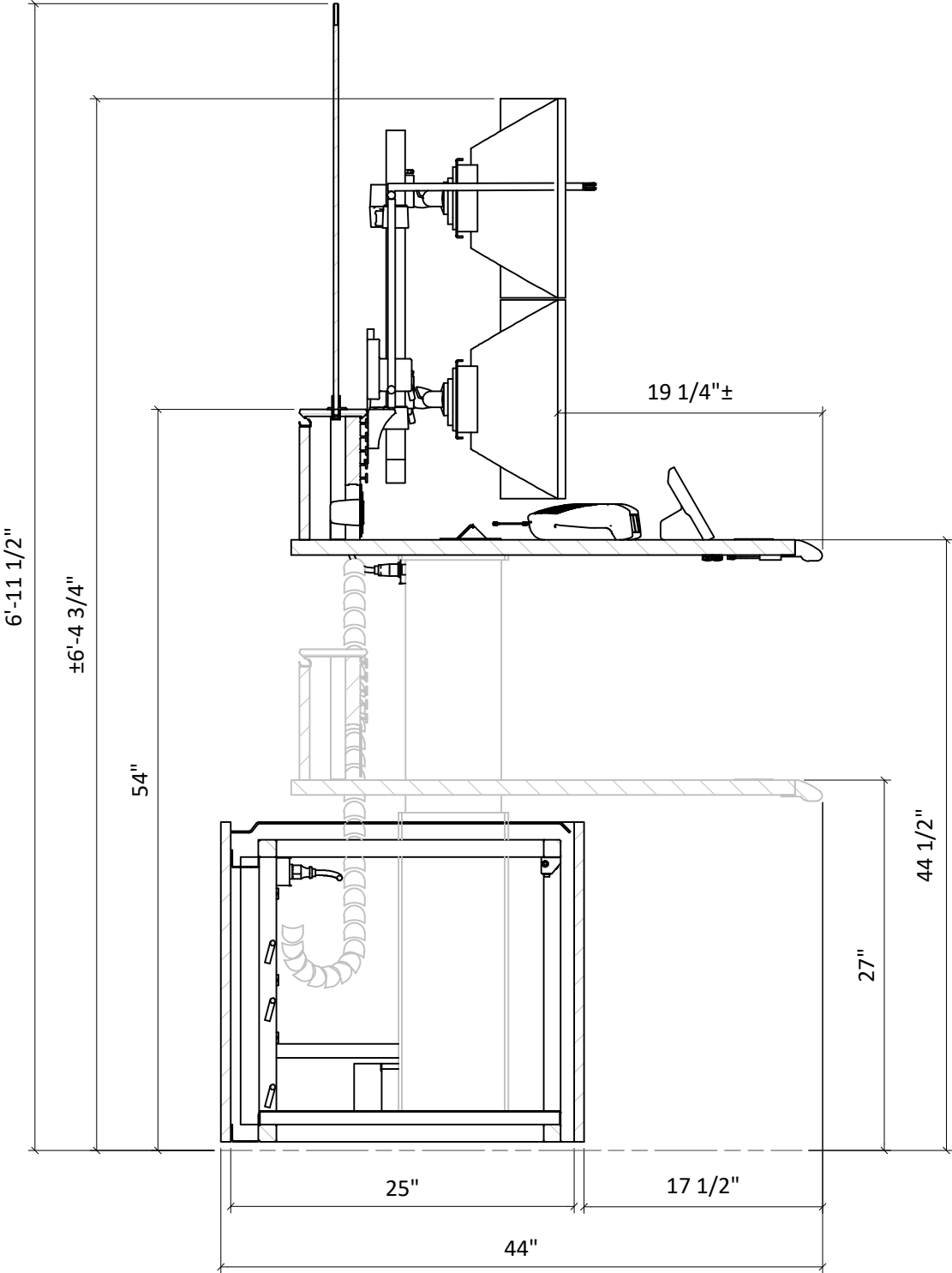
700 WATTS

GROMMET DETAILS

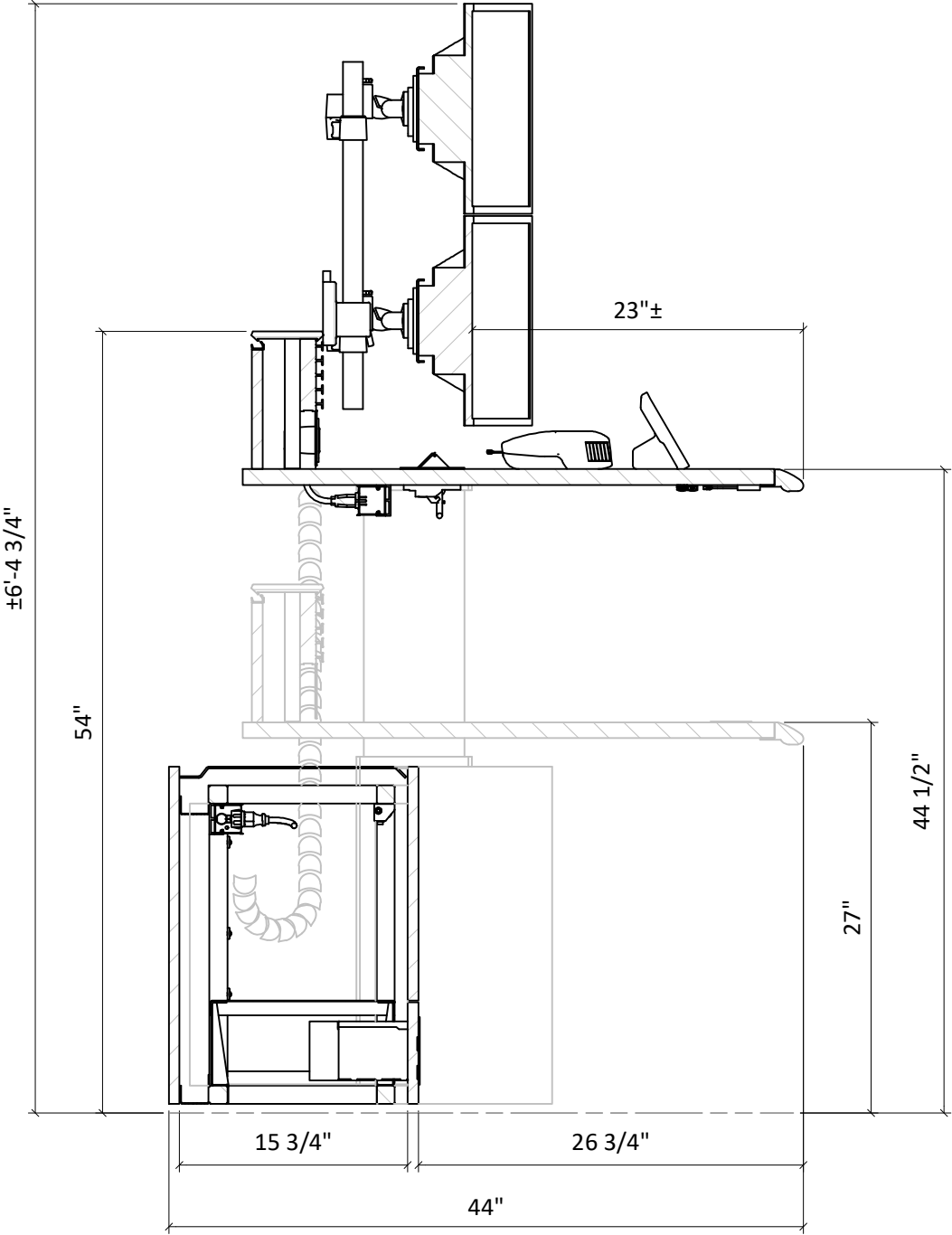
GROMMET DETAILS

Page 35 of 329

NOTE:TYPICAL SECTION VIEW SHOWN. SOME DISPLAY OPTIONS MAY NOT BE INCLUDED. REFER TO CONSOLE DETAILS FOR ACTUAL OPTIONS.



SECTION AT FULL DEPTH ENCLOSURE
SCALE 1" = 1'-0"



SECTION AT REDUCE DEPTH TECH BRIDGE
SCALE 1" = 1'-0"

PRODUCT

DISPATCH III



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REV	COMMENT	DATE	BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

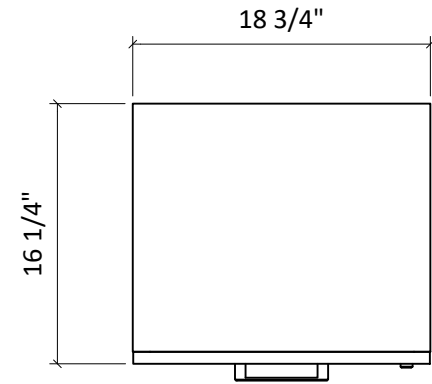
LA VERGNE PD PD
COMMUNICATIONS

LOCATION: LA VERGNE, TN
DRAWING

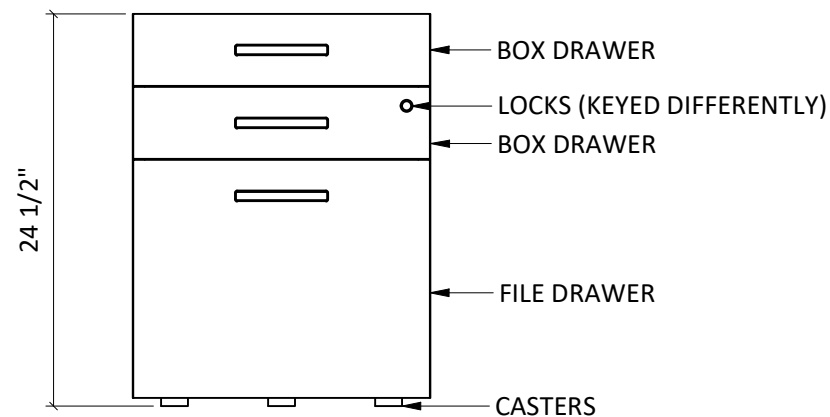
CONSOLE SECTIONS

DATE 10/23/2025	DRAWING NUMBER 5 OF 7	REV B
EVANS PROJECT NUMBER 25-5470-301		

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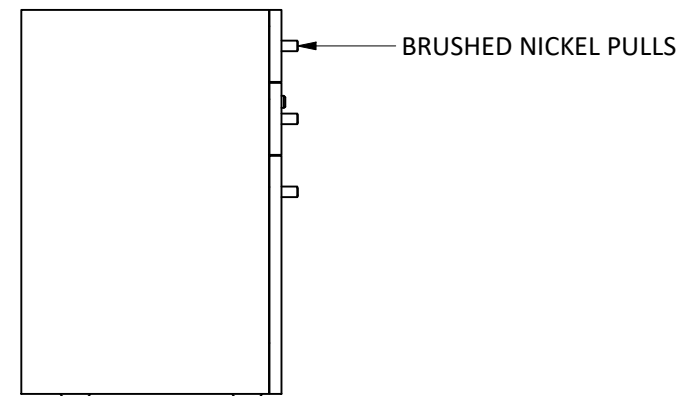
PEDESTAL PLAN - QTY:2
SCALE 1" = 1'-0"



FRONT ELEVATION
SCALE 1" = 1'-0"



PERSPECTIVE



SIDE ELEVATION
SCALE 1" = 1'-0"

PRODUCT

MILLWORK



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CONSIDERATIONS IN CONTROL
ROOM DESIGN







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REV	COMMENT	DATE	BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

LA VERGNE PD PD
COMMUNICATIONS

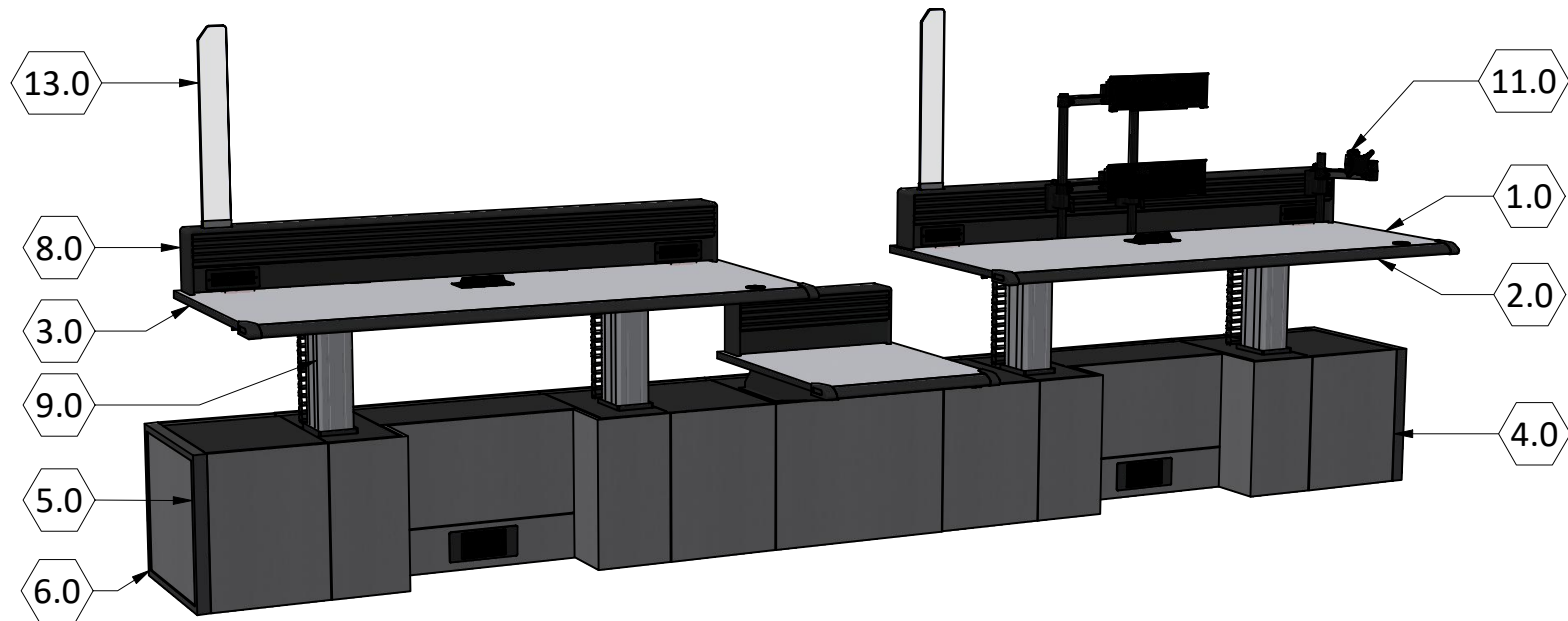
LOCATION: LA VERGNE, TN

DRAWING

MOBILE PEDESTAL
DETAILS

DATE	DRAWING NUMBER	REV
10/23/2025	6 OF 7	B
SCALE	EVANS PROJECT NUMBER	
AS SHOWN	25-5470-301	

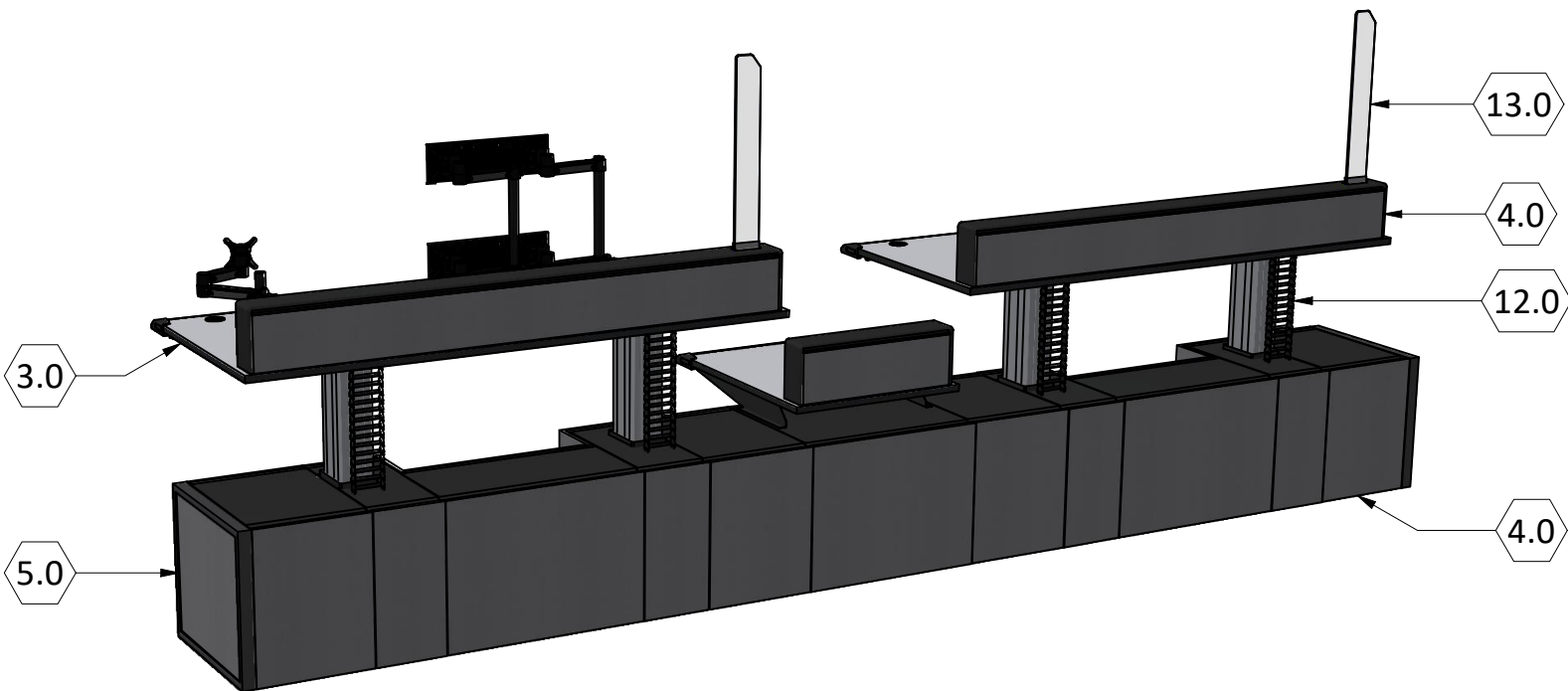
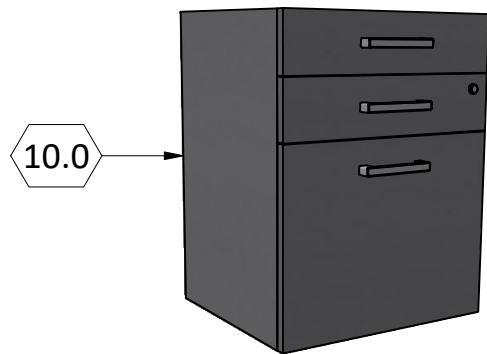
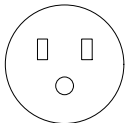
Page 37 of 329



FINISH SCHEDULE		
ITEM	NAME	SELECTED FINISH
1.0	WORK SURFACES	HPL - Wilsonart Designer White D354-60
2.0	WORK SURFACE NOSING	Black Soft Urethane
3.0	WORK SURFACE PVC EDGING	Black
4.0	FRONT & REAR PANELS	HPL - Wilsonart Satin Stainless 4830K-18
5.0	END PANELS	HPL - Wilsonart Satin Stainless 4830K-18
6.0	END PANEL ACCENTS	XP Black Sandtex
7.0	PANELS PVC EDGING	Satin Stainless PVC
8.0	EXTERNAL METAL SURFACES	XP Black Sandtex
9.0	LIFT COLUMNS	Silver
10.0	MILLWORK	HPL - Wilsonart Satin Stainless 4830K-18
11.0	E-ARMS	Black
12.0	E-CHAINS	Black
13.0	LUMILINC / ACRYLIC PANEL	9mm Clear Acrylic
NOTE:	INTERNAL FRAME AND ACCESSORIES	XP Black Sandtex & Natural Aluminum

ALL REFERENCED CONSOLE ELECTRICAL COMPONENTS ARE RECOGNIZED FOR USE IN ASSEMBLIES UNDER NRTL STANDARDS. A QUOTE FOR COMPLETE ASSEMBLY CERTIFICATION IS AVAILABLE UPON REQUEST.

ELECTRICAL COMPONENTS ARE BASED ON:
120V/60Hz
TYPE: NEMA 5-15



COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT. COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.

PRODUCT

DISPATCH III

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- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT.

B	SECOND RELEASE	10/23/2025	EVA
A	FIRST RELEASE	8/19/2025	AY
REV	COMMENT	DATE	BY

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE
CLIENT / PROJECT

LA VERGNE PD PD COMMUNICATIONS

LOCATION: LA VERGNE,TN
DRAWING

FINISH SCHEDULE

DATE 10/23/2025	DRAWING NUMBER 7 OF 7	REV B
SCALE AS SHOWN		
EVANS PROJECT NUMBER 25-5470-301		



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 7.B. Approve Lease Rate Quote - Ford Transit Cargo Van for Sewer Department.

Department: Public Works **Presented By:** Michael Dietz

Item Attachments: 1. Lease Rate Quote - Ford Transit Van for Sewer Dept.

Purpose:

This will approve an estimated lease quote from Enterprise for a 2026 Ford Transit Cargo Van for the Sewer Department.

Background:

This item will replace an existing F-250 truck and is currently part of the FY 2025-2026 Sewer Department budget. The estimated lease quote is attached.

Financial Summary:

The monthly cost of the lease will be \$1,169.72, which includes a shelving package and safety strobe lights on the outside of the vehicle. This is a budgeted item.

Staff Recommendation:

Staff recommends approval.

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 01/08/2026 AE/AM MKG/KC6	
Unit #					
Year	2026	Make	Ford	Model	Transit-250 Cargo
Series	Base Rear-Wheel Drive Medium Roof Van 148 in. WB				
Vehicle Order Type	In-Stock	Term	60	State	TN Customer# 359566
\$ 58,971.55		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 59,031.55		Total Capitalized Amount (Delivered Price)			
\$ 885.47		Depreciation Reserve @ <u>1.5000%</u>			
\$ 284.25		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,169.72		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State <u>TN</u>	
\$ 1,169.72		Total Monthly Rental Including Additional Services			
\$ 5,903.35		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

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

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type

GVWR

Customer to update

(0 P) Oxford White

Dark Palazzo Gray w/Vinyl Front Bucket Seats

Government

0

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

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

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

LESSEE City of La Vergne, Tennessee
 BY

TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Shelving - Adding strobes	C	\$ 8,235.30
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 8,235.30
Aftermarket Equipment Total		\$ 8,235.30

Other Totals

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

VEHICLE INFORMATION:

2026 Ford Transit-250 Cargo Base Rear-Wheel Drive Medium Roof Van 148 in. WB - US

Series ID: R1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,210	\$51,800.00
Total Options	\$2,031.25	\$2,095.00
Destination Charge	\$2,095.00	\$2,095.00
Total Price	\$53,336.25	\$55,990.00

SELECTED COLOR:

Exterior:

YZ-(0 P) Oxford White

Interior:

VK-Dark Palazzo Gray w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Order Code 101A	NC	NC
148WB	148" Wheelbase	STD	STD
15F	Full Rear Compartment Lighting	\$69.00	\$75.00
16E	Front & Rear Vinyl Floor Covering	\$260.00	\$285.00
17P	6 Cargo Tie-Down Hooks	\$23.00	\$25.00
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests	\$41.00	\$45.00
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
51D	Spare Tire & Wheel	\$273.00	\$300.00
53B	Heavy-Duty Trailer Tow Package	\$442.00	\$485.00
57A	Tire Inflator & Sealant Kit Delete	NC	NC
63E	Dual AGM Batteries (70 Amp-Hr Each)	Included	Included
67D	Trailer Brake Controller (TBC)	\$368.00	\$405.00
67E	Large Center Console	Included	Included
90D	Pro Power Onboard - 400W	\$433.00	\$475.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
AA	Advertising Assessment	\$54.00	\$0.00
ADJ	Dealer Adjustment	\$-23.00	\$0.00
CVM	CV Lot Management	\$10.00	\$0.00
FC	Fuel Charge	\$81.25	\$0.00
FCP	Ford Connectivity Package (1-Year Included)	Included	Included
HITCH	Frame Mounted Hitch Receiver	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,150 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 235/65R16C 121/119 R as BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
SYNC4	SYNC 4	Included	Included
TOWHUL	Tow/Haul Mode w/Trailer Wiring Provisions	Included	Included
V	Vinyl Front Bucket Seats	Included	Included
VK_01	Dark Palazzo Gray w/Vinyl Front Bucket Seats	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
: class III trailering with harness, hitch, brake controller
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Emergency SOS: 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front cupholder
Floor Console: full floor console with box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Ford Connect 5G internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off reflector halogen headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent rain detecting wipers wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: low-tire-pressure warning
Park Distance Control: front and rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection

Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: vinyl front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 7.C. Approve Amendment #4 for Grant Contract #77833-150, with the State of Tennessee Department of Commerce and Insurance for the Police Department Recruitment and Retention Grant.

Department: Police **Presented By:** Christopher Moews

Item Attachments: 1. Amendment 4 - Contract #77833-150

Purpose:

This is an amendment to the original contract that the city had previously signed. The contract has been amended three times before this amendment. There is no financial cost to the city.

Background:

This is a re-occurring grant that gives the Police Department the ability to recruit and retain police officers by funds allocated to officers who are hired and retained for a period of time. The Police Department has been a part of this program since its inception. The grant is designed to increase the number of officers on Tennessee streets. This amendment amends the state's contact information and invoice requirements in section C.5. and also amends Section D.8. regarding communications and contacts.

Financial Summary:

There is no financial impact with this amendment.

Staff Recommendation:

Staff recommends approval.



GRANT AMENDMENT

Agency Tracking # 33501-2648243	Edison ID Non-Edison Contract 77833-150	Contract # Non-Edison Contract 77833-150	Amendment # 4		
Contractor Legal Entity Name City of LaVergne			Edison Vendor ID 0000001520		
Amendment Purpose & Effect(s) To change the State's contact information in Contract Section C.5., Invoice Requirements, and Section D.8., Communications.					
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: March 19, 2029			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$33,333.33				\$33,333.33
2025	\$33,333.33				\$33,333.33
2026	\$33,333.33				\$33,333.33
2027	\$33,333.33				\$33,333.33
2028	\$33,333.34				\$33,333.34
2029	\$33,333.34				\$33,333.34
TOTAL:	\$200,000.00				\$200,000.00
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</i>		
Speed Chart (optional)		Account Code (optional)			

AMENDMENT FOUR OF CONTRACT 77833-150

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of LaVergne, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section C.5. is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing - Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

Executive Secretary, POST Commission
3025 Lebanon Pike
Nashville, TN 37214
POST.grants@tn.gov

a. Each Cost Sharing - Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Grantee Name.
- (2) Name and Signature of the Grantee's Chief.
- (3) The Invoice Date.
- (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.

b. The Grantee understands and agrees to all of the following:

- (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:

- (1) Grantee's Edison ID;
- (2) Contract Number (assigned by the State);
- (3) Invoice Number (assigned by the State);
- (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
- (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

2. Grant Contract Section D.8. is deleted in its entirety and replaced with the following:

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Executive Secretary, POST Commission
3025 Lebanon Pike
Nashville, TN 37214
POST.grants@tn.gov

The Grantee:

Brent Hatcher, Deputy Chief
City of LaVergne/LaVergne Police Department
5093 Murfreesboro Rd
La Vergne, TN 37086-2706
Email bhatcher@lavernetn.gov
Telephone 423-442-3911

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF LAVERGNE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 7.D. Approve Professional Services Agreement with Robbi Kitchens Appraisal Services, for the properties affected by the Fergus Interceptor Sewer Project.

Department: Sewer **Presented By:** Kyle Brown

Item Attachments: 1. Bid for Services Fergus Interceptor Sewer Proj

Purpose:

This is a request to approve a professional services agreement with Robbi Kitchens Appraisal Services for assisting the city with the appraisal process for the Fergus Interceptor Sewer project, which is a Sewer Capital Project.

Background:

The Fergus Interceptor Sewer project design will require easement acquisition to be able to complete the project. To be able to acquire the necessary easements, the City will need to have appraisals completed to assign a value to the easements. The City has received a proposal from Robbi Kitchens.

Financial Summary:

The total cost for eleven (11) tracts is \$34,500.00.

Staff Recommendation:

Staff recommends approval.

Robbi Kitchen Appraisal Services
132 Donmond Dr
Hendersonville, TN 37075
Phone: 615/447-5427
robbikitchen@comcast.net

Robbi L. Kitchen, Appraiser

January 13, 2026

Juliet Williams,
Executive Operations Manager
City of LaVergne
5093 Murfreesboro Rd
LaVergne, TN 37086
615-287-8611
jjwilliams@lavergetn.gov

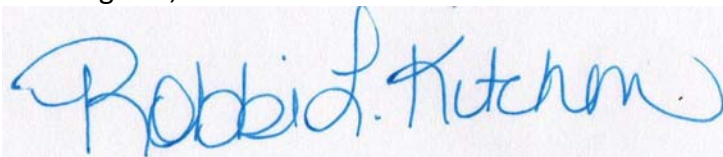
RE: Appraisal proposal for properties affected by Fergus Interceptor Sewer Easements

Dear Client,

Per your request regarding appraisal services for determining a fair market value of the portion of the properties affected by the aforementioned project, I would like to submit a fee proposal for the project referenced above. The fee proposal is for "formal part-affected" appraisals of the properties.

With regard to a fee proposal for the subject project, please find the attached proposal.

Best Regards,



Robbi L. Kitchen
TN Certified General Appraiser, 2489

RLk: enclosure

City of LaVergne - Appraisal Services - Fee Proposal

The following bid is for appraisal services on specifically noted tracts in LaVergne, Rutherford County, TN (Fergus Interceptor Sewer Project), and, if accepted, will be completed in accordance and with consideration to the following "Scope of Services".

As requested by the Client, the appraiser will complete "PART-AFFECTED (FPA)" appraisals on the subject properties for the purposes of determining a fair market value in order that the City may acquire portions of the properties or easements for the purpose of improvements to "Fergus Interceptor Sewer".

Fees noted will include appraisal of the stated Tracts (including the entire lot and only those affected improvements of value on each property- if applicable). Added tracts or updates of appraisals will require additional bid and fees for services. In the unlikely event that during the appraisal process it becomes apparent that an originally quoted FPA or "Part Affected" appraisal should be completed as a Formal (or all improvements on the property included) appraisal or in the event that a plans change dictates the need for a change in appraisal type, the appraiser will notify the Client and determine if any additional fees/ extension due dates are required.

11 total properties are included. A fee proposal for the appraisal services is included below. As the Client was unable to provide a specific due date for the services, the fees quoted include the following due dates:

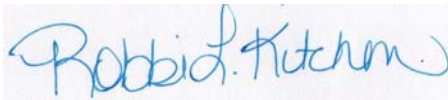
Due date for the appraisals requested be within **45 days from appraiser's receipt of signed bid acceptance/work order (given that no delay in inspection date is required by the owners/ agents party to the properties)**. Any subsequent requested revisions or clarifications will submitted to the Client within 7 days of receipt by appraiser. Payment for appraisal services is due upon submission of the appraisal reports.

It is my understanding that the appraisals should be completed in accordance with the most recent "USPAP" (Uniform Standards of Professional Appraisal Practice). It is also my understanding that this project is completed without the use of Federal Funding and the reports should be completed to meet the Client's needs. No market data brochure will be provided for this project.

The appraiser will provide 1 digital copy of each appraisal by the due date. Any revisions/ requests for clarifications for the Client (if any) will be provided in a timely manner (within 7 days of request). Should delays for submission of the reports arise, the appraiser will contact the Client and submit an extension request.

FEE PROPOSAL (Quote good for 30 days):

Tract #	Appraisal Type	Fee
1- 5257 Murfreesboro Rd	Formal Part-Affected	\$2,500
2- 5237 Murfreesboro Rd	Formal Part-Affected	\$2,500
3- 5231 Murfreesboro Rd	Formal Part-Affected	\$2,500
4- 5225 Murfreesboro Rd	Formal Part-Affected	\$2,500
5- 5217 Murfreesboro Rd	Formal Part-Affected	\$2,500
6- 5211 Murfreesboro Rd	Formal Part-Affected	\$5,000
7- 5207 Murfreesboro Rd	Formal Part-Affected	\$2,500
8- 5210 Murfreesboro Rd	Formal Part-Affected	\$2,500
9- 5202 Murfreesboro Rd	Formal Part-Affected	\$4,000
10- 5184-5192 Murfreesboro Rd	Formal Part-Affected	\$4,000
11- 5176 Murfreesboro Rd	Formal Part-Affected	\$4,000
Total Fees:		\$34,500



Appraiser Signature: _____

Date: January 13, 2026-----

Bid Accepted: _____

Date: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 7.E. Approve Master Agreement with VC3 for ThinkGard Backup and Recovery Services Related to the City's Office365 Online Environment.

Department: Information Technology

Presented By: Glenn Green

Item Attachments:

1. Master Agreement - VC3
2. Order - SaaS O365 SLCGP

Purpose:

Approve the agreement with VC3 for ThinkGard Backup and Recovery services related to the City's Office365 online environment.

Background:

This agreement will provide backup and recovery services for the City's Office365 online environment for three years. This service allows data recovery related to any compromise from external or internal sources.

Financial Summary:

The value of this service is \$36,412.50. There is no cost to the city for this service as the SLCGP grant approved in the October BOMA meeting funds this agreement.

Staff Recommendation:

Staff recommends approval.

MASTER AGREEMENT

This Master Agreement ("Agreement") is entered into as of this 22nd day of January, 2026 (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and the City of La Vergne, Tennessee, a Tennessee municipal corporation having its principal place of business at 5093 Murfreesboro Road, La Vergne, TN 37086 ("Client").

Client and Company hereby agree as follows:

1. Services, Third Party Products; and Orders.

1.1 Services. Company will provide to Client computer system and network maintenance services, managed services, software services, hardware as a service ("HaaS"), consulting services and/or professional services (the "Services") in each case as described in a written executed order between Company and Client (each an "Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without an Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 Third Party Products. Company may sell or license or provide Third Party Products (as defined in Section 5.2) to Client as set forth in and on terms and conditions set forth in an Order.

1.3 Order. To be effective, each Order shall reference this Agreement and, when Client's signed version is received by Company, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Order is enforceable according to the terms and conditions contained therein.

1.4 Change Orders. Client may request a change in the scope or nature of the Services in an Order at any time. However, changes to the scope of the Services in an Order can be made only in writing executed by both parties.

1.5 Non-Exclusive. Client understands and agrees that the Services provided under this Agreement are not exclusive to Client, and Company may provide the same or similar services to Company's other customers.

2. Charges for Services and Third Party Products.

2.1 Fees. Client agrees to pay Company the fees for Services and Third Party Products as indicated in each Order, or as hourly work defined below in Exhibit A

(collectively referred to as the "Fees"). Company reserves the right to increase the Fees once per calendar year. Unless otherwise expressly stated in an Order, Company's compensation for Services will be based on direct labor hours charged at fixed labor rates. The Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in an Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 Payment. Unless otherwise stated in an Order, all undisputed Fees for Services shall be due and payable by Client in advance of the calendar month in which the Services are to be provided to Client. Unless otherwise stated in an Order, Fees for Third Party Products shall be due and payable in advance of delivery. Payments made using electronic transfer shall be deducted from Client's designated bank account on the first business day of the month for which the Services are to be provided or on the date of delivery of Third Party Products. For prepaid Fees or Fees paid pursuant to a service plan, payment must be made in advance of providing Services or delivery of Third Party Products, unless other arrangements are agreed upon in the Order. Fees invoiced to Client shall be paid on a net thirty (30) day basis. Late payment for undisputed Fees (or any other amounts owing from Client to Company) shall be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 2.0% per month or the maximum allowable rate of interest permitted by applicable law. Company reserves the right, but not the obligation, to suspend part or all of the Services in the event that any portion of undisputed Fees are not timely received by Company within fifteen (15) days following the date on which such Fees are due. All disputes initiated by Client related to Fees must be received by Company within thirty (30) days after the applicable Service is rendered or the date on which Client receives an invoice, whichever is later, otherwise Client waives its right to dispute the applicable Fees thereafter. A re-connect fee may be

charged to Client in the event that Company suspends the Services due to Client's nonpayment. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

2.3 Expenses. Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including without limitation travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Taxes. To the extent applicable, Client shall pay directly, or reimburse Company for, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or Third Party Products or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, Third Party Products, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination.

3.1 Term. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement.

3.2 Termination for Breach. Either party may terminate an Order or this Agreement, as applicable, for material breach by the other party of the Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination.

3.3 Early Termination. The Parties acknowledge that early termination of this Agreement or any Order (i) by Company pursuant to Section 3.2 (Termination for Breach) or (ii) termination of this Agreement or and Order by Client for any reason other than pursuant to Section 3.2 will result in Company incurring damages difficult or impossible to ascertain. In the event of such

occurrence, Company will be entitled to, and Client agrees to pay (not as a penalty), all fees due for the remaining term of the Agreement, or Order(s), as applicable, in addition to any other amounts owed to Company under this Agreement.

3.4 Equipment / Software Removal. Upon termination of this Agreement or an Order for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned hardware, equipment or software is located) to enable Company to remove all Company-owned hardware (including HaaS Hardware), equipment and software from the premises (if any).

3.5 Survival. Expiration or termination of any Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) General. Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks, or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company

(collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) Materials Developed for or Delivered to Client. Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Order, including without limitation all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including without limitation all intellectual property rights relating thereto. Company agrees that Client shall have a limited nonexclusive license to use the Materials to carry out and fulfill the terms and conditions of the Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in an Order to use the Materials solely for the purposes contemplated by such Order.

(c) Specific Deliverables Owned by Client. Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in an Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that

are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, non-transferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) Confidential Information. Company recognizes that Client is a Tennessee municipal corporation subject to the law of the State of Tennessee and as such, the laws of the state of Tennessee shall govern Client's obligations with respect to confidentiality or Confidential Information. To the extent that any term of this Agreement is in conflict with Tennessee law, Tennessee law shall apply. This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement, including without limitation, all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Orders shall be treated by

Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has

given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Services Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.5 hereof.

5.2 No Third Party Products Warranty. **UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER, ANY THIRD PARTY PRODUCTS OR SERVICES SOLD TO, PROVIDED TO OR PROCURED FOR CLIENT, INCLUDING BUT NOT LIMITED TO THIRD PARTY HARDWARE, SOFTWARE, PERIPHERALS AND ACCESSORIES (COLLECTIVELY, "THIRD PARTY PRODUCTS") ARE PROVIDED TO CLIENT "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL USE REASONABLE EFFORTS TO ASSIGN, TRANSFER AND FACILITATE ALL WARRANTIES (IF ANY)**

AND SERVICE LEVEL COMMITMENTS (IF ANY) FROM THE APPLICABLE THIRD PARTY MANUFACTURER OR VENDOR FOR THE THIRD PARTY PRODUCTS TO CLIENT, BUT WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH THIRD PARTY PRODUCTS. COMPANY SHALL NOT BE HELD LIABLE AS AN INSURER OR GUARANTOR OF THE PERFORMANCE, UPTIME, USEFULNESS, OR QUALITY OF ANY THIRD PARTY PRODUCTS.

5.3 No Compliance Warranty. COMPANY DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES, OR CLIENT'S USE OF THE SERVICES, WILL SATISFY ANY PARTICULAR INDUSTRY-SPECIFIC OR REGULATORY REQUIREMENTS, OR BRING CLIENT INTO COMPLIANCE WITH ANY SUCH REQUIREMENTS.

5.4 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.5 Notice Obligation; Remedy Regarding Services. Client shall notify Company in writing within forty-five (45) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Order. Such

notification shall include the detailed information necessary for Company to verify such nonconformity. In the event that Company notifies Client that it could not verify such nonconformity, at Client's option and expense, the parties shall retain a mutually agreed upon independent third party to verify the claimed nonconformity. If the third party determines that the Services are nonconforming, Company shall reimburse Client for the testing costs of such third party. Upon actual receipt of such notification and verification of the nonconformity in accordance with this Section, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Order. The passage of the forty-five (45) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN AN ORDER, OR SPECIFICATIONS IDENTIFIED IN AN ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR ANY CLAIM AND/OR SERIES OF CLAIMS WHETHER RELATED OR UNRELATED), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW,

EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE SIXTY DAY (60) PERIOD PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). IT IS UNDERSTOOD AND AGREED THAT THE FEES FOR THIRD PARTY PRODUCTS (IF ANY) PROVIDED TO CLIENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THIS PARAGRAPH AND AMOUNTS PAID BY CLIENT TO COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, LOST PROFITS, LOST REVENUE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES HEREUNDER.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR

FOR BREACH BY COMPANY OF THIS AGREEMENT OR AN ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Unless otherwise expressly stated in an Order, Company assumes no liability for failure of hardware or equipment or software or any losses resulting from such failure.

6.7 Client is also responsible for complying with, and shall comply with, all local, state, provincial, federal, national and international laws, rules and regulations ("Laws") pertaining to the use of the Services and use and disclosure of any Client Information. **7. Reserved.**

8. Additional Terms.

8.1 Reserved.

8.2 EULAs. Portions of the Services may require Client to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement or an applicable Order. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs.

8.3 Data Backup. Unless otherwise stated in an Order, Client understands and agrees that Company shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). Client is strongly advised to maintain a local and offsite backup of all mission-critical or customer-critical data, and to periodically verify the integrity and availability of all backed up data.

8.4 Bring Your Own Device (BYOD). Client hereby represents and warrants that Company is authorized to provide the Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to Client's systems related to the Services, and (ii) have been designated by Client to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by

Client. Unless otherwise stated in an Order, devices will not receive or benefit from the Services while the devices are detached from or unconnected to such systems.

8.5 Hosted Solutions. Hosted solutions, including but not limited to hosted email and document-related applications, may require Client to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. Company reserves the right to suspend or terminate Client's access to hosted solutions in the event that Company has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates any Law, or poses a threat to the integrity or security of Company's computer servers or any third party server.

8.6 Reserved.

8.7 Recording.

(a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable Laws). Client acknowledges and agrees that

Client shall be solely responsible for complying with all applicable Laws and third party rights when using recording features (which includes Client's obligation to obtain the consent, if required by applicable Laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.7.

9. General Provisions.

9.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

9.2 Conflict. In the event of any conflict between this Agreement and any Order, this Agreement shall prevail unless the Order expressly references amending and superseding a specific provision of this Agreement.

9.3 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 9 of this Agreement shall survive and shall continue to bind the parties.

9.4 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Tennessee without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

9.5 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in Rutherford County, Tennessee as permitted by law. The state and federal courts located in Rutherford County, Tennessee shall each have nonexclusive jurisdiction over disputes under this Agreement. Company consents to the personal jurisdiction of the above courts.

9.6 Reserved.

9.7 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall

be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing.

9.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

9.9 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, power failure, communications delays/outages, material shortages or any other cause which is beyond the reasonable control of such party.

9.10 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

9.11 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court

decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.12 Reserved.

9.13 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

9.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

9.15 Entire Agreement. This Agreement together with any Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: _____

Name: _____

Title: _____

CLIENT:

City of La Vergne, Tennessee

By: _____

Name: _____

Title: _____

Exhibit A
Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 239.00	Consulting (Design, Architecture, Planning); Technology Assessments; Project Management. CIO Consulting Services including without limitation product evaluations and application/infrastructure planning services.
Security Consulting & Management	\$ 350.00	vCISO Services, Security Assessments and Audits. Security team response to incidents outside of terms within applicable Orders.
Application Development	\$ 239.00	Application Software development, design, testing, and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 207.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	\$ 212.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains, and Desktop Deployments.
Infrastructure Maintenance Services	\$ 202.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server, and Desktop support.
Travel Time	\$ 128.00	Travel time to and from the Client. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 264.00	All reactive support services provided to Client outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.



City of LaVergne, TN - SaaS O365 SLCGP Order

City of LaVergne, TN

5093 Murfreesboro Rd.
LaVergne, Tennessee 37086
United States

VC3

1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Glenn Green

ggreen1@lavernetn.gov
6152878627

Prepared by: Brittany Rademacher

brittany.rademacher@thinkgard.com
+15174200434

Quote expires: April 26, 2026

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Microsoft 365 SaaS Protection ICR 301-350 Users	1	\$1,004.50 / month	\$1,004.50 / month for 3 years
Implementation Services - SaaS Protection	1	\$250.00	\$250.00
SUMMARY			
Monthly subtotal			\$1,004.50
One-time subtotal			\$250.00

Comments

This proposal for City of LaVergne, TN includes pricing for ThinkGard's co-managed Office 365 Backup and Disaster Recovery as a Service (BDRaaS) solution.

All applicable taxes will be assessed at time of billing.

This Order is entered into as of January 26, 2026 between VC3 Inc., a Delaware corporation ("Company") and City of LaVergne, TN ("Client")

Order Governed by the Master Agreement

This Order is part of, and incorporated into, the Master Agreement between Company and Client. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Deliverables & Services

Co-Managed SaaS Backups

1. Installation and Configuration:
 1. Configure backups for all accounts licensed with appropriate Microsoft 365 and/or G Suite license.
 2. Backup the following items within Clients Microsoft 365 environment:
 1. SharePoint
 2. Teams
 3. OneDrive
 4. Exchange Online
 3. Backup the following items within Clients G Suite environment:
 1. Google Drive
 2. Google Calendar
 3. Gmail
 4. Google Shared Drives
 4. Configure applicable retention per service provided.
 5. Configure backups to occur 3 times a day.
2. Managed Backup Services
 1. Monitor and maintain backups for the applicable devices and accounts protected.
 2. Perform periodic updates to the backup software such as patches, and updates.
 3. Perform data recovery actions at the request of Client in line with priorities outlined in Addendum A
3. Solution does not back up the following:
 1. Private channels conversations within Microsoft Teams.
 2. Public Exchange Folders.
 3. Shared and Group contacts and calendars.
 4. Shared and Group documents in OneDrive.
 5. SharePoint Forms
 6. Local installations of SharePoint.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the

current agreement term.

2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.
3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 7.F. Approve an Application for a U.S. Department of Justice Grant to Reduce Injury and Death of Missing Individuals with Dementia and Development Disabilities and Authorize the Mayor to Sign the Certification by the Chief Executive Officer of the Applicant Government for this Grant.

Department: Police **Presented By:** Christopher Moews

Item Attachments: 1. DOJ CEO Certification

Purpose:

This certification is a required component of the grant application for funding that will enhance the Police Department's ability to respond to reports of missing individuals with dementia and developmental disabilities.

Background:

The Police Department is in the process of applying for a grant from the U.S. Department of Justice. One of the requirements for state and local government entities submitting an application is to have this certificate signed by the Chief Executive Officer of the applicant government.

This grant supports public safety organizations with projects aimed at reducing deaths and injuries among individuals living with dementia or developmental disabilities who wander from safe places. Funding will be used to purchase technology for locating vulnerable missing persons, as well as for prevention, intervention, and rescue programs.

City legal counsel has reviewed and approved this certification.

Financial Summary:

This grant could award up to \$150,000 over the course of 36 months for these uses.

Staff Recommendation:

Staff recommends approval.

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Date of Certification

Printed Name of Chief Executive Officer (or senior official)

Title of Chief Executive Officer (or senior official)

Name of Applicant Government Entity



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 8. First Reading - **Ordinance #2026-03** - An Ordinance to Amend Title 7 and Title 12 of the La Vergne Municipal Code to Adopt the Following Standard Codes: 2024 International Fire Code; 2024 International Building Code; 2024 International Plumbing Code; 2024 International Fuel Gas Code; 2024 International Energy Conservation Code; 2024 International Mechanical Code; 2024 International Residential Code; 2024 International Property Maintenance Code; and the 2024 International Existing Building Code; and to Amend Title 13 of the La Vergne Municipal Code Regarding Property Maintenance Regulations.

Department: Codes **Presented By:** Joe White

Item Attachments: 1. Ordinance #2026-03

Purpose:

This is an ordinance to amend Titles 7 and 12 of the La Vergne Municipal Code to adopt the 2024 editions of the International Codes that are enforced by the Codes Department and Fire Department and to amend Title 13 of the La Vergne Municipal Code regarding the Property Maintenance Regulations.

Background:

This ordinance will amend Title 7 of the La Vergne Municipal Code (LMC) to adopt the 2024 International Fire Code. This ordinance will also amend Title 12 of the LMC to adopt the 2024 editions of the following standard codes:

- International Building Code
- International Plumbing Code
- International Fuel Gas Code
- International Energy Conservation Code
- International Mechanical Code
- International Residential Code
- International Property Maintenance Code
- International Existing Building Code

This ordinance will also amend Title 13 of the LMC by adding items that are not allowed as open storage, including automobile parts, tires, furniture and inoperable lawn and garden equipment. Section 13-108, which is in regard to swimming pools, spas and hot tubs will be deleted in its entirety because we already have a swimming pool and spa code in Title 12.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-03

AN ORDINANCE TO AMEND TITLE 7 AND TITLE 12 OF THE LA VERGNE MUNICIPAL CODE TO ADOPT THE FOLLOWING STANDARD CODES: 2024 INTERNATIONAL FIRE CODE; 2024 INTERNATIONAL BUILDING CODE; 2024 INTERNATIONAL PLUMBING CODE; 2024 INTERNATIONAL FUEL GAS CODE; 2024 INTERNATIONAL ENERGY CONSERVATION CODE; 2024 INTERNATIONAL MECHANICAL CODE; 2024 INTERNATIONAL RESIDENTIAL CODE; 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND THE 2024 INTERNATIONAL EXISTING BUILDING CODE; AND TO AMEND TITLE 13 OF THE LA VERGNE MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE REGULATIONS.

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

SECTION I. Title 7, Section 7-202 of the La Vergne Municipal Code be 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 2024 edition of the International Fire Code, including Appendices A, B, C, D, and I is hereby adopted by reference and included herein as part of this code. 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 of the National Fire Protection Association 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]";
- (3) *Amendments.* The following sections of the International Fire Code shall NOT be adopted and shall NOT be considered to be a part of the City of La Vergne fire code unless separately adopted by ordinance: 105.1 through 105.5.35, 105.5.37 through 105.5.57, 105.6.3, 105.6.4, 105.6.10, 105.6.11, 105.6.15, 105.6.16, 105.6.18, 105.6.20, 105.6.21, 105.6.22

- (4) *Available in the recorder's office.* Pursuant to the requirement of Tennessee Code Annotated, § 6-54-502 one (1) copy of said International Fire Code has been filed with the recorder and is available for public use and inspection.

SECTION II. Title 12, Chapter 1 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 1 - BUILDING CODE

Sec. 12-101. Building code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; the **International Building Code, 2024 edition**, as published by the International Code Council, including Appendix A is hereby adopted and incorporated by references as a part of this code, and is hereinafter referred to as the building code; and each and all of the regulations, provisions, penalties, conditions and terms of said building code are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

Sec. 12-102. Modifications.

- (1) Wherever the building code refers to the "chief appointing authority," or the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the building code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the building code.
- (2) Section 101.1 Title. Add "City of La Vergne, TN" in place of "[name of jurisdiction]."
- (3) Section 107.2.6.1 Design flood elevations. Delete this section in its entirety.
- (4) Section 423.5. Delete in its entirety.
- (5) Chapter 11. Accessibility. Delete in its entirety.

Sec. 12-103. Permit fees.

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

Sec. 12-104. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the building code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-105. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION III. Title 12, Chapter 2 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 2 - PLUMBING CODE

Sec. 12-201. Plumbing code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such **International Plumbing Code, 2024 edition**, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, is hereinafter referred to as the plumbing code.

Sec. 12-202. Modifications.

- (1) Wherever the plumbing code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the plumbing code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the plumbing code.
- (2) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]."
- (3) Section 305.4.1 Sewer depth. Insert "12" in lieu of "[NUMBER]" in both locations.
- (4) Section 903.1 Roof extension. Insert "8" in lieu of "[NUMBER]."

Sec. 12-203. Permit fees.

The schedule of permit fees shall be as set forth in the city fee schedule.

Sec. 12-204. Available in recorder's office.

Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the plumbing code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-205. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION IV. Title 12, Chapter 3 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 3 - FUEL GAS CODE

Sec. 12-301. Fuel gas code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing fuel gas systems and gas-fired appliances and providing for the issuance of permits and collection of fees therefore, the **International Fuel Gas Code, 2024 edition**, as published by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the fuel gas code; for the control of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said fuel gas code are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

Sec. 12-302. Modifications.

Whenever the fuel gas code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the fuel gas code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the fuel gas code.

Sec. 12-303. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the fuel gas code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-304. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION V. Title 12, Chapter 4 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 4 ENERGY CONSERVATION CODE

Sec. 12-401. Energy conservation code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such **International Energy Conservation Code, 2024 edition**, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the energy conservation code.

Sec. 12-402. Modifications.

- (1) Whenever the energy conservation code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the energy conservation code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the energy conservation code.
- (2) The 2006 International Energy Conservation Code shall apply to the following occupancy classifications as defined by the 2024 International Building Code:
 - (a) Moderate-hazard factory industrial, Group F-1.
 - (b) Low-hazard factory industrial, Group F-2.
 - (c) Moderate-hazard storage, Group S-1.
 - (d) Low-hazard storage, Group S-2.
- (3) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]".
- (4) Section C405.12. Delete in its entirety.
- (5) Section C405.13. Delete in its entirety.
- (6) Section C408. Delete in its entirety.

- (7) For Daycares licensed by DHS not located in a dwelling unit, the 2015 edition of the International Energy Conservation Code shall apply, except Section C408, which shall be deleted in its entirety.

Sec. 12-403. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the energy conservation code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-404. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION VI. Title 12, Chapter 5 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 5 - MECHANICAL CODE

Sec. 12-501. Mechanical code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such **International Mechanical Code, 2024 edition**, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the mechanical code.

Sec. 12-502. Modifications.

- (1) Wherever the mechanical code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the mechanical code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the mechanical code.
- (2) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]".

Sec. 12-503. Permit fees.

The schedule of permit fees shall be as set forth in the city fee schedule.

Sec. 12-504. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the mechanical code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-505. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION VII. Title 12, Chapter 6 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 6 - RESIDENTIAL CODE

Sec. 12-601. Residential code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such **International Residential Code, 2024 edition**, published by the International Code Council, and **Appendices BA, BB, BD, and BE**, are hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the residential code.

Sec. 12-602. Modifications.

- (1) Wherever the residential code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the residential code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the residential code.
- (2) Section R101.1 Title. Insert "City of La Vergne, TN" for name of jurisdiction.
- (3) **Table R301.2. Delete and replace with the following:**

Ground Snow Load	13 lb.
Wind Speed	115 mph
Topographic Effects	No
Seismic Design	D

Weathering	Severe
Frost Line	12"
Termite	Severe
Winter Design Temp	19° F
Ice Barrier	No
Air Freezing Index	1500 or less
Mean Avg. Temp. (F)	60.8° F

(4) Section R306 Flood Hazard Areas. Delete in its entirety.

(5) Section R309. Delete in its entirety.

(6) Chapter 11. Delete in its entirety and replace with Chapter 4 of the 2018 edition of the Residential Energy Efficiency Code. This chapter shall apply to all one and two-family dwellings and townhouses. This chapter shall be amended as follows:

(a) Section R402.4.1.2. Testing. Delete in its entirety and replace with Section 402.2.1. Testing Options and Section 402.4.2.2. Visual Inspection Option from the 2009 International Energy Conservation Code.

(b) Section R403.3.3. Duct Testing (Mandatory) is optional.

(c) Section R403.3.4. Duct Leakage (Prescriptive) is optional.

(d) Table 402.1.2. Insulation and Fenestration Requirements by Component. Delete in its entirety and replace with Table 402.1.1. Insulation and Fenestration Requirements by Component from the 2009 International Energy Conservation Code.

(e) Table 402.1.4. Equivalent U-Factors. Delete in its entirety and replace with Table 402.1.3. Equivalent U-Factors from the 2009 International Energy Conservation Code.

(f) Section R402.4.4. Rooms Containing Fuel Burning Appliances. Delete in its entirety.

(7) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12."

Sec. 12-603. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the residential code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-604. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION VIII. Title 12, Chapter 7 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 7 - PROPERTY MAINTENANCE CODE

Sec. 12-701. Property maintenance code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures, the **International Property Maintenance Code, 2024 edition**, as published by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the property maintenance code; for the control of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

Sec. 12-702. Modifications.

- (1) Whenever the property maintenance code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the property maintenance code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the property maintenance code.
- (2) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]."
- (3) Section 102.3 Application of other codes. Delete the last sentence in its entirety.
- (4) Section 103.1 General. Delete "Department of Property Maintenance" and substitute "Department of Building Codes and Safety."
- (5) **Section 104.1 Fees. Delete this section in its entirety.**
- (6) **Section 106.1 Means of appeal. Where the term "Board of Appeals" appears, it shall be substituted with "Construction Board of Adjustments and Appeals."**
- (7) Section 302.1 Sanitation. Add the following sentence to the end of the paragraph: "Furniture intended for indoor use shall not be stored or used outdoors."
- (8) Section 302.4 Weeds. Delete this section in its entirety. Title 13-103 and/or 13-104 of the La Vergne Municipal Code shall be used to regulate the height of weeds and grass.
- (9) Section 304.14 Insect screens. Amend this section by inserting the words "April 1 to October 1 in lieu of "[Date] to [Date]."

(10) Section 602.3 Heat Supply. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]."

(11) Section 602.4 Occupiable workspaces. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]."

Sec. 12-703. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the property maintenance code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-704. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION IX. Title 12, Chapter 8 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 8 - EXISTING BUILDING CODE

Sec. 12-801. Existing building code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such **International Existing Building Code, 2024 edition**, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the existing building code.

Sec. 12-802. Modifications.

(1) Whenever the existing building code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the existing building code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the existing building code.

(2) Section 303. Delete in its entirety.

(3) Section 306. Delete in its entirety.

Sec. 12-803. Permit fees.

The schedule of fees listed in title 12, chapter 1, section 12-103 shall be used for this chapter.

Sec. 12-804. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the existing building code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-805. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION X. Title 12, Chapter 13, Section 12-1305 (2) of the La Vergne Municipal Code be amended to read as follows:

Sec. 12-1305. Appeals to the board, fees.

(2) *Fees.* Each written application to the construction board of adjustment and appeals shall be accompanied by a non-refundable filing fee, as set forth in the city fee schedule.

SECTION XI. Title 13, Chapter 1, Section 13-105 of the La Vergne Municipal Code be amended to read as follows:

Sec. 13-105. Open storage.

It shall be unlawful for the owner or occupant of a building, structure or property to utilize the premises of such property for the open storage of any abandoned automobile parts, tires, furniture, inoperable lawn and garden equipment, ice box, refrigerator, stove, glass, building material, building rubbish or similar items.

SECTION XII. Title 13, Chapter 1, Section 13-108 of the La Vergne Municipal Code be deleted in its entirety.

SECTION XIII. Title 13, Chapter 1, Section 13-109 of the La Vergne Municipal Code be renumbered as Title 13, Chapter 1, Section 13-108.

SECTION XIV. Title 13, Chapter 1, Section 13-110 of the La Vergne Municipal Code be renumbered as Title 13, Chapter 1, Section 13-109.

SECTION XV. 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 XVI. 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:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 9. First Reading - **Ordinance #2026-04** - An Ordinance to Amend Title 9, Chapter 9 of the La Vergne Municipal Code Regarding Mobile Food Vendors.

Department: City Administrator **Presented By:** Bruce Richardson

Item Attachments: 1. Ordinance #2026-04

Purpose:

This ordinance will amend the La Vergne Municipal Code regarding Mobile Food Vendors.

Background:

This ordinance amends Section 9-903(1) regarding Food Trucks and the regulations for their operation. These changes include:

- Food Trucks may only operate on private property within the Innovation Zoning District (LI) or Interchange Zoning District (HI), in areas outside of any overlay districts. Food trucks shall not operate within any commercial zoning district or any overlay district, regardless of the underlying zoning.
- Food Trucks must leave the site at the conclusion of each day's operation and all debris and trash must be removed.
- Food Trucks must have a written agreement providing employees access to a flushable restroom located no more than 450 feet of the vending location during all hours of operation.

Other changes that were mentioned during the January workshop are already part of our regulations.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-04

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 9 OF THE LA VERGNE MUNICIPAL CODE REGARDING MOBILE FOOD VENDORS.

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

SECTION I. Title 9, Chapter 9 of the La Vergne Municipal Code entitled “Mobile Food Vendors” be amended to read as follows:

CHAPTER 9 MOBILE FOOD VENDORS

Sec. 9-901. Definitions.

Whenever used in this chapter unless the context requires otherwise:

- *Canteen trucks* are vehicles that operate to provide food services to employees at a location where access to other good service is impractical (e.g., a construction site); from which the operator vends fruits, vegetables, pre-cooked foods such as hot dogs, pre-packaged foods, and pre-packaged drinks that require no preparation or assembly of foods or beverages except for the heating of pre-cooked foods; which operate at a single location for a period not longer than two (2) hours; and which do not advertise in any form to the general public except by virtue of signage on the vehicle. Canteen trucks that operate other than as defined herein are food trucks and must comply with all food truck regulations.
- *Food trucks* are vehicles from which the operator cooks, prepares, or assembles food items (including products sold by canteen trucks and ice cream trucks) with the intent to sell such items to the general public and which may market their products to the public via advertising, including social media.
- *Food truck rallies* are coordinated and advertised gatherings on city property of two (2) or more food trucks in one location on a certain date with the intent to serve the public.
- *Ice cream trucks* are vehicles from which the operator vends only pre-packaged frozen dairy or frozen water-based food products, soft serve, or hand-dipped frozen dairy products or frozen water-based food products, and pre-packaged beverages.
- *Location* means any single property parcel and all other parcels that is contiguous or cumulatively contiguous to that owned or controlled by a single or affiliated entities.
- *Mobile food service permit* means a permit issued by the city for the operation of food trucks, special events, city co-sponsored events, or an approved food truck rally.
- *Mobile food service vehicle* means a food truck, a canteen truck, or an ice cream truck and includes any other portable unit that is or can be attached to a motorized vehicle and that is intended for use or in service to the operations of the mobile food service vehicle.

- *Operate* means to promote or sell food, beverages, and other permitted items from the mobile food service vehicle and includes all tenses of the work.
- *Operator* means any person owning, operating, or permitted to operate a food truck and collectively refers to all such persons.
- *Vehicle*, as used in this chapter, means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Sec. 9-902. Generally.

- (1) It is a violation to operate a mobile food service vehicle at any location except in compliance with the requirements of this chapter.
- (2) Mobile food service vehicle operators must comply with all state and local business tax regulations.

Sec. 9-903. Locations and hours of operation.

(1) *Food trucks.*

- (a) *Public property.* Food trucks may operate on city property, including city parks, only at the times and locations as allowed by the city.
- (b) *Private property.* Food trucks may operate on private property only within the Innovation Zoning District (LI) or Interchange Zoning District (HI) in areas outside of any overlay districts, subject to the following conditions:
 - (i) *Prohibited zoning districts.* Food trucks shall not operate within any commercial zoning district or any overlay district, regardless of the underlying zoning.
 - (ii) *Permission.* Food trucks selling to the public from private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
 - (iii) *Unimproved properties.* Regardless of an agreement with the owner of the property, a food truck may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved, has paved ingress and egress, and has on the parcel a principal structure with an operating restroom.
 - (iv) *Maximum number of food trucks.* No more than one (1) mobile food truck may operate at any location.
 - (v) *Existing parking spaces.* Mobile food trucks may not require the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.
 - (vi) *Daily removal required.* Food trucks must leave the site at the conclusion of each day's operation and all debris and trash must be removed.
- (c) *Prohibited locations.* Food trucks must follow all existing codes and ordinances and are prohibited at the following locations:

- (i) Within two hundred feet (200') of a building in which a full-service restaurant or fast-food restaurant is located and operating, unless approval is obtained in writing from the **restaurant owner**.
 - (ii) Within twenty feet (20') of any structure built of combustible construction or within ten feet (10') of any structure built of non-combustible construction.
 - (iii) Within twenty feet (20') of any fire hydrant, fire escape, bus stop, **intersection curb radius return (the point of intersection of the street curb line and the curb radius), doorway, driveway, principal building entrance, emergency exit** or fire exit.
 - (iv) Within five hundred feet (500') of a school property line during regular school hours.
 - (v) Within one thousand three hundred twenty feet (1,320'), or one-fourth (1/4) mile of another mobile food vendor.
 - (d) *Restroom facility.* Food trucks operating at any location **shall maintain a written agreement, available upon request by the city, providing employees access to a flushable restroom located no more than** four hundred fifty feet (450') of the vending location during all hours of operation.
- (2) *Canteen trucks.*
- (a) *Locations.*
 - (i) *Private property.* Canteen trucks may operate on private property to cater to on-site employees of a clearly delineated single location for a limited period of time not greater than two (2) hours.
 - (ii) *Food truck rallies.* A canteen truck may operate at a food truck rally only after complying with all requirements applicable to a food truck.
 - (b) *Hours of operation.* Canteen trucks may operate after 5:00 A.M. and before 6:00 P.M. in all areas.
- (3) *Ice cream trucks.*
- (a) *Locations.*
 - (i) *Right-of-way.* An ice cream truck may not operate from the right-of-way at any one location for more than fifteen (15) minutes without relocating to another location not less than one-quarter mile from the previous location.
 - (ii) *Private property.* An ice cream truck may operate on private property with written permission of the property owner, which will be immediately available to the city upon request. An ice cream truck may not require use of more than twenty-five percent (25%) of existing parking spaces. No ice cream truck may operate on the same or adjoining private property more than two (2) days per week.
 - (b) *Hours of operation.* Ice cream trucks may operate after 11:00 A.M. and before sunset.

Sec. 9-904. Operating requirements.

- (1) *Vehicle requirements.*
 - (a) *Design and construction.* Mobile food service vehicles must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not safe and is not compatible with the purpose for which the vehicle has been designed and constructed.
 - (b) *Licensing.* Mobile food service vehicles must be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles and all products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.
- (2) *Right-of-way.* Mobile food service vehicles may not operate, stop, stand, or park in any area of the right-of-way that is intended for use by vehicular travel or that in any way impedes the use of the right-of-way or that present an unsafe condition for patrons, pedestrians, or other vehicles.
- (3) *Business access.* No mobile food service vehicle may operate in a location that impedes the ingress to, egress from, or signage of another business or otherwise causes undue interference with access to other businesses or emergency areas, paths, or facilities.
- (4) *Distance between units.* A mobile food service vehicle may not operate within ten feet (10') of any other mobile food service vehicle.
- (5) *Types of cooking apparatuses.* Open flame cooking (other than with a gas range specifically constructed and designed within the food truck) either within or outside a mobile food service vehicle is prohibited; except where such activity is specifically permitted by the fire department. Canteen trucks may have installed within the vehicle a heating apparatus that is used only for serving heated pre-cooked foods provided such apparatus is permitted by state and local regulations. Ice cream trucks can have no heating apparatus installed within the vehicle for the purpose of food service.
- (6) *Noise.* Amplified music or other sounds from any mobile food service vehicles may not at any time unreasonably disturb nearby businesses, pedestrians, or vehicles.
- (7) *Fixed establishment.* If the operator has a fixed, non-mobile establishment or any other place that is used for the storage of supplies, the preparation of food to be sold or served at or by mobile food service vehicle, or the cleaning and servicing of the mobile food service vehicle, such a location within the city cannot be located in any residential zoning district; unless such location complies with all applicable zoning regulations, building code requirements, and requirements of the city water and sewer department.
- (8) *Utilities.* All mobile food service vehicles shall comply with the version of the electrical code currently adopted by the city. Any electrical power, water, or sewage required for the mobile food service vehicle shall be self-contained and shall not use utilities drawn from other sources.

- (9) *Fire extinguishers required.* All mobile food service vehicles must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any mobile food service vehicle that produce grease laden vapors (e.g., those units with deep fat fryers or flat top griddles) must be equipped with a K-Class fire extinguisher that is certified annually by a licensed company. A ventilation system and automatic fire extinguishing system may be required.
- (10) *Support methods.* No mobile food service vehicle may use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
- (11) *Spills.* To prevent discharges into the storm drain system and streams, each unit shall comply with all stormwater regulations of the city. In addition, each unit shall have a spill response plan and kit on board to contain and remediate any discharge from the unit. In the event of a spill, operators are required to call the city fire department to assist with the clean-up of spills and to determine the need for a more extensive response.
- (a) *Spill plan.* Food trucks must post, on the interior of the vehicle, instructions for containing spills; at a minimum such plan should include
- (i) Description of and typical quantities materials that may be spilled;
 - (ii) Procedures for containing potentially spilled materials including proper disposal of spilled materials;
 - (iii) Procedures for storage, use, handling and transfer of materials to reduce potential for spilling; and
 - (iv) Emergency notification requirements;
- (b) *Spill kit.* Food trucks must have a response kit on the vehicle including
- (i) Minimum five (5) gallon storage and clean-up container capacity with lid;
 - (ii) Minimum of ten (10) absorbent pads and two (2) absorbent socks or equivalent;
 - (iii) Disposable bag adequate to hold contents of spill kit and spilled materials; and
 - (iv) One (1) pair of disposable gloves.
- (12) *Waste collection.* The area of a mobile food service vehicle operation must be kept neat and orderly at all times. Operation of a mobile food service vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the reasonable area surrounding the operations (not less than twenty feet (20') from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. The operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the mobile food service vehicle during the period of operation at a location. All trash within the area of operations regardless of the source must be removed and all garbage, trash, and trash receptacles must be removed when full and prior to departure of a mobile food service vehicle from a location.

- (13) *Signage.* Mobile food service vehicles are limited to signs mounted to the exterior of the mobile food establishment and one sandwich board sign with dimensions no larger than six (6) square feet. All signs mounted on the unit shall be secured and mounted flat against the unit and shall not project more than six inches (6") from the exterior of the unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. All signage must at all times conform to community standards of decency.
- (14) *Beer and alcohol sales.* Food trucks may not sell beer or alcoholic beverages, except as may be specifically allowed by state law. Canteen trucks and ice cream trucks are prohibited from selling beer or alcoholic beverages.
- (15) *Insurance requirements.* Mobile food service vehicles shall obtain, at a minimum, any motor vehicle insurance required by any local, state, or federal laws and regulations.
 - (a) Food trucks operating on city property are required at all times to maintain a minimum of one million dollars (\$1,000,000.00) of liability insurance coverage naming the City of La Vergne as an additional insured. In the event the required coverage is not properly maintained, the operator's mobile food service permit will be immediately revoked. The failure of the operator to notify the city of any change in coverage will preclude the operator from obtaining a permit for a period of six (6) months from the date the city learns of the failure to provide the required notification of change.
 - (b) Canteen trucks and ice cream trucks shall not operate on city property, except upon obtaining written permission from the city, and may be required to obtain insurance consistent with the type of operation permitted.

Sec. 9-905. Mobile food service permits.

- (1) *Applicable.* No mobile food service vehicle may operate within the city without a mobile food service permit issued by the city. A mobile food service permit authorizes the holder only to engage in the vending of products from a mobile food service vehicle in compliance with city code and as specified on the permit. The mobile food service permit must be prominently displayed when the mobile food service vehicle is in operation.
- (2) *Application.* The applicant of a mobile food service vehicle shall apply for a mobile food service permit by payment of an application fee, **as set forth in the city fee schedule**, and submit the following:
 - (a) Complete an application form provided by the city, which shall include the following information:
 - (i) Name and address of the owner of the vehicle;
 - (ii) Name and address of the operator of the vehicle;
 - (iii) Three color photographs of the exterior (front, side, and back) and interior food service portion of the vehicle in the final condition and with any and all markings under which it will operate;

- (iv) A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the mobile food service vehicle;
 - (v) A copy of the state or county health department license or permit applicable to mobile food providers;
 - (vi) A copy of the fire marshal's inspection report;
 - (vii) A copy of any alcoholic beverage licenses, if applicable;
 - (viii) A copy of the operator's Tennessee business license issued by the city or the operator's home-based county; and
 - (ix) A copy of insurance coverage.
- (b) Permittee has an on-going duty to provide the city with notice of any change to any of the information required by the city to obtain a mobile food service permit, including current photographs of the mobile food service vehicle in the event of any change in the appearance of or signage on the vehicle.
 - (c) This section does not apply to contractual arrangements between a mobile food service vehicle operator and an individual, group, or the city for catering at a specific location that is not open to or serving the public.
- (3) *Issuance.* A mobile food service permit shall be issued upon full completion and review of the application required by this section. No mobile food service permit will be issued to:
- (a) An operator that operated within the prior six (6) months notwithstanding a mobile food service permit that is suspended or has been revoked; or
 - (b) An operator, or any person affiliated with the operator for purposes of operating a mobile food vehicle that is the subject of a suspended mobile food service permit or has held a mobile food service permit revoked with the prior twelve (12) months.
- (4) *Expiration.* A mobile food service permit expires on the date twelve (12) months after issuance and may be renewed provided that all city requirements are met and the license has not been suspended or revoked.
- (5) *Transferability.* A mobile food service permit may not be transferred except as part of the sale of an interest in a business holding the license or a sale of substantially all of the assets of a business holding the license.
- (6) *Enforcement.*
- (a) If an operator is found to be operating within the city and without a mobile food service permit, the operator will be cited. The operator will pay a fine as set forth in the city fee schedule to offset the city's costs of compliance measures, inspections, and correction of any circumstance resulting from operator's failure to comply with this article.
 - (b) *Warnings.* A city enforcement officer may provide one (1) warning to any operator for a violation of this section except that a citation shall be issued as set forth in the section.

- (c) *Citation.* A city enforcement officer must issue a citation to the mobile food service operator for the following:
 - (i) A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months; or
 - (ii) Any violation that constitutes ground for revocation of a mobile food service permit.
- (d) *Suspension.* A mobile food service permit shall be suspended until reinstatement upon issuance of a citation for the following reasons:
 - (i) A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months;
 - (ii) The required vehicle license, health permit, or business tax license for the operator or the mobile food service vehicle has expired or been suspended, revoked, or otherwise terminated;
 - (iii) The operator fails to obtain or maintain the insurance coverages required by this section.
- (e) *Revocation.* The city shall revoke a mobile food service permit after two (2) suspensions within a twelve (12) month period. The mobile food service permit may be revoked if the operator operates in an unlawful manner or such a manner as to constitute a breach of the peace, interferes with the normal use of the right-of-way, or otherwise constitutes a menace to the health, safety, or general welfare of the public.
- (f) *Reinstatement.*
 - (i) *Suspension.* An operator may reinstate a suspended mobile food service permit by payment of a fee as set forth in the city fee schedule, to offset the city's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.
 - (ii) *Revocation.* The city may allow an operator to reapply for a mobile food service permit after three (3) months from the date of revocation if the operator corrects all circumstances that lead to the violations and the operator pays a fee, as set forth in the city fee schedule, to offset the city's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.
- (7) *Notice.* Upon denial, suspension or revocation of a mobile food service permit, the city shall give notice to the operator in writing. There shall be no refund of any other fee paid to the city.
- (8) *Appeal.* Citation may be appealed to the city administrator, whose decision, which will be based upon a written summation of the facts submitted by the city enforcement officer and the permit holder, is final.

Sec. 9-906. Food truck rallies.

All food truck rallies on city property will require each vendor to pay any required booth rental fees to the parks and recreation department. A parks vendor permit is not required if the food truck has received a mobile food service permit. All food truck rallies will be coordinated by the parks and recreation department.

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

SECTION III. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 10. **Resolution #2026-04** - A Resolution to Amend the Employee Handbook.

Department: Human Resources **Presented By:** Andrew Patton

Item Attachments: 1. Resolution #2026-04

Purpose:

This is our annual review of changes and additions to the City of La Vergne Employee Handbook

Background:

Annually, we review changes needed to our handbook. In 2022, we completed a comprehensive revision of the handbook. This year, we conducted another comprehensive revision and recommend the following:

- Definition of Exempt Employee: revised to include FLSA 29 CFR Part 521 language.
- Section 3.1 - Revised the EEO language on the recommendation from MTAS to include pregnancy and childbirth.
- Section 3.6(D) - Added this new section regarding Police Department Written Test Reimbursement
- Section 3.8 - Added this new section outlining the IRCA Compliance for Employment Verification and I-9 requirements.
- Section 7.1 - Revised the opening section for Compensation to align with FLSA for Non-Exempt and Exempt employees.
- Section 7.4 - Revised the language for minimum wage.
- Section 7.7 - Added this new section regarding rule 207K for Fire Protection Work Periods.
- Section 7.8 - Revised the language for the Overtime Pay section.
- Section 7.10(D) - Revised the language for Deduction from Pay for Salaried Exempt Employees based on the FLSA.
- Section 7.14(B) - Changed the top level of comp time allowed for Salaried Exempt from 40 hours to 80 hours.
- Section 8.2(D) - Added this new section regarding Lactation Breaks in compliance with the Pump Act.
- Section 8.16(H) - Added this new section on Accuracy of Records / False Entries.
- Section 8.23(B) - Revised the language for the Official Closing due to weather or other emergency provisions.
- Section 9.7 - Added this new section on the Tennessee Whistleblower Protection Act.
- Section 9.9 - Added additional language to the section on Workplace Violence as recommended by MTAS.
- Section 9.10 - Revised the section on Accommodation of disability and pregnancy-related concerns due to adding the pump act compliance earlier in the handbook.
- Section 10.3(C) - Revised the section on Pay In-Lieu of vacation to better outline options for employees.
- Section 10.8(B) - Added to this section restrictions on the schedule for light-duty work.
- Section 10.8(E) - Added to this section new points on the use of city vehicles and Police Officers

carrying a personal weapon during light-duty assignments.

- Section 10.11(R) - Revised the language for the section on Reimbursement of Health Benefits to better align with FLSA and standard work.
- Section 10.14(B) - Added to this section on military leave to include Tennessee Public Chapter 243 as recommended by MTAS.
- Section 11.3 - Revised this section on Short Term Disability to address the deductions of employee benefits and to revise how the employee is paid these benefits.
- Section 12.5 - Added to this section on restrictions on political involvement to align with the changes in Section 3.1 on EEO.
- Section 13.1 - Revised this section on reasonableness and review of discipline decisions as recommended by MTAS.
- Section 13.4 - Added language to support the new section 9.7 on protection to the Grievance Procedure section.
- Section 13.5 - Revised the policy and procedures around the Accident Review Board.
- Section 16.2 - Condensed this section on Meal Breaks for ease of understanding.

Financial Summary:

No financial impact.

Staff Recommendation:

Staff recommends approval

RESOLUTION #2026-04

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne determined that the Employee Handbook needed to be updated in order to establish a safe, efficient and cooperative working environment; to establish the responsibilities and level of performance expected of all city employees; and to explain benefits provided to city employees; and

WHEREAS, the La Vergne Municipal Code requires that the Board of Mayor and Aldermen approve any amendments to the Employee Handbook by resolution; and

WHEREAS, the adoption of an amended Employee Handbook is deemed to be in the best interest of the city.

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

Section 1. The Employee Handbook attached hereto as Exhibit A is hereby adopted and approved.

Section 2. All prior versions of the City's Personnel Rules and Regulations and any amendments thereto are hereby superseded and rescinded.

Section 3. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this 3rd day of February, 2026.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder

Exhibit A

CITY OF LA VERGNE



Employee Handbook

Effective: February 5, 2025

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CHAPTER 1 - GENERAL PROVISIONS

1.1 EMPLOYEE HANDBOOK

The City of La Vergne Employee Handbook, adopted by resolution, is applicable to all employees of the City of La Vergne whose activities and functions are subject to the control and direction of the Board of Mayor and Aldermen.

This Handbook and all other City Handbooks do not bestow any additional rights to employees regarding employment or employment benefits. This Handbook is not part of a contract, and no employee has any contractual right to the matters set forth herein.

This will serve as notice to all employees that the employment relationship may be terminated by either the City or the employee at any time for any reason.

All employees are “at will” and the city is an “at will” employer under Tennessee law. The City reserves the right to change any and all such policies, practices, and procedures in whole or in part at any time, with or without notice to employees.

This Employee Handbook shall be made available to all employees. Regular employees will receive a copy of the regulations upon employment. Any employee who desires to review the regulations can find the latest version on the Employee Information Portal.

1.2 PURPOSE

The purpose of this Employee Handbook is to implement a personnel administration system that provides consistent, impartial, and effective policies and procedures for employees of the City of La Vergne, Tennessee. This Employee Handbook shall apply to all employees of the City of La Vergne without regard to *race, color, religion, gender or gender identity, age, national origin, disability, military status, genetic information, communication with an elected public official, exercise of free speech made as a citizen as a matter of public concern*, refusal to participate in or remain silent about illegal activities, exercise of a statutory constitutional right or any right under clear public policy, political affiliation, or any other basis protected by law. The City will provide reasonable accommodations to qualified individuals with disabilities, unless the accommodation would pose an undue hardship to the City.*

** Whether an employee’s speech addresses a matter of public concern is determined by the assessment of the content, form, and context of a given statement. If the employee speaks pursuant to his/her official duties (performing a task he/she was paid to perform); and/or the speech was not a matter of public concern; and/or his/her free speech interests are not sufficient to outweigh the City’s interest(s) in promoting efficiency in delivery of public services an employee may not expect free speech protection(s).*

1.3 AUTHORITY FOR PERSONNEL FUNCTION

The authority and responsibility for administering the personnel function within the City of La Vergne are governed by the City Charter and applicable provisions of the Municipal Code. These rules shall be administered by the Mayor or his/her designated representative under the direction of the Board of Mayor and Aldermen.

1.4 POSITIONS COVERED

A. Applicability

The Personnel Regulations will apply to all employees unless otherwise stated, and as described in Section 1.4(B), below. Temporary, seasonal, and part-time employees are subject to all regulations but do not have access to insurance benefits, leave accrual, holiday pay, or retirement benefits.

B. Non-Covered Positions

The Personnel Regulations will not apply to the City Attorney, members of the Board of Mayor and Aldermen, City Judge, appointed members of boards and committees, volunteer personnel, and professional consultants and contractors unless otherwise agreed to in writing between the City and the individual or entity and approved by the Board of Mayor and Aldermen.

1.5 RESPONSIBILITIES

A. Board of Mayor and Aldermen

The Board of Mayor and Aldermen is responsible for the appointment of the City Administrator, the establishment of overall policy guidelines for the operation of City government, including the adoption of the Personnel Regulations and amendments thereto, and the development and adoption of an annual fiscal budget.

B. City Administrator

The City Administrator is the Chief Administrative Officer for the City of La Vergne. The City Administrator is hired and serves at the pleasure of the Board of Mayor and Aldermen. He or she is responsible to the Board of Mayor and Aldermen for the proper operations of all City functions. The responsibilities of the City Administrator include the enforcement and application of all laws, the provisions of the City Charter and Municipal Code, and the acts of the Board of Mayor and Aldermen, including, but not limited to, the Personnel Regulations and the pay classification plan. The City Administrator is also responsible for implementing additional rules, policies, and procedures that may be necessary for the proper operation of the City or its various departments, provided that such rules and procedures are consistent with the Personnel Regulations adopted by the Board of Mayor and Aldermen.

C. Department Heads and Supervisors

Department Heads and supervisors are responsible for administering and enforcing the Personnel Regulations for employees in their respective program areas.

D. Human Resources Department

The Human Resources Department's responsibilities and functions regarding the administration of the personnel regulations shall include, but not be limited to, the development and presentation of personnel regulations and recommended amendments consistent with proper employment practices to the City Administrator for consideration and presentation to the Board of Mayor and Aldermen. The Human Resources Department shall also provide technical assistance to Department Heads and supervisors on the interpretation and application of the Personnel Regulations. The City Administrator and the Department Heads should seek input and facilitate the Human Resources Department's involvement in employment decisions, including decisions regarding the implementation of the rules set forth in this Handbook.

1.6 PERSONNEL RECORDS

A. Personnel File

The Personnel File is the official record of employment for employee(s) and is the property of the City of La Vergne. The Personnel File will be maintained securely by the Human Resources Department. The Personnel File for each employee may contain, but not be limited to the following information: 1) personnel action forms noting position and wage information; 2) performance evaluation forms and other documentation related to an employee's job performance; 3) employment documentation including application and resume, employee data sheet, and income tax deduction forms; 4) outside employment forms 5) official commendations, training and education records including certificates and diplomas; 6) complete documentation pertaining to all disciplinary matters and corrective actions. [Note: Information relative to grievance proceedings, harassment, and other complaints will be retained separately.]

B. Medical Records

Medical information obtained from the city-provided medical examinations is the property of the City of La Vergne. Inquiries will be maintained in a secure file system separate from an employee's official personnel record. Information may include, but is not limited to, the following: benefit documentation such as health insurance and retirement forms, fitness-for-duty examinations, drug testing results, medical information related to leaves of absence, inoculation records, etc. These documents will be maintained in a secure file system that is not open for public inspection. Workers' Compensation documents will be maintained in the same medical file system under separate cover. These procedures are in accordance with the confidentiality requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and the rules and regulations of the Equal Employment Opportunity Commission (EEOC).

C. Public Access

Inquiries for detailed employment information or a public inspection of employee records shall be made in writing and should be directed to the Director of Human Resources, who will then forward them to the appropriate departments. Employee records, except for employee health records and documents covered by applicable privileges, are open for public inspection in accordance with Tennessee Law.

Police Department Records and Reports may be exempt under certain regulations, and all requests will be reviewed by the Chief of Police on a case-by-case basis and will comply with Tennessee Law. All public records requested shall be promptly provided unless it is not practicable; in that case, the City shall: make the record available within 7 business days; deny the request in writing; or furnish the requester with a completed records request response form stating the time reasonably necessary to produce the record or information.

Confidential information will be redacted from any personnel files requested for inspection, as required by Tennessee Law. Adequate time will be allotted to allow for redaction of such information as allowed by law. All requests will be completed promptly and in a timely, responsive manner.

In all such matters, the employee will be notified within seventy-two (72) hours of the records request. Exceptions may be made to release limited general information, such as the following: (a) Employment dates; (b) Position held; and (c) Location of job site.

CHAPTER 2 - DEFINITIONS

Absence Without Leave - Any absence for which a leave request was either not made or denied.

Anniversary Date - The most recent date of appointment to, or employment in, a full-time position used to determine seniority. The Anniversary date will change upon the employee's move to a different position or promotion, as needed, in accordance with the City's classification plan.

Antisemitism - A certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

Application - The electronic application form used to apply for positions with the City of La Vergne.

Appointing Authority - The Department Head, Director of Human Resources, or City Administrator.

Appointment - The offer to, and acceptance by, a person of a position with the City upon approval of the City Administrator.

At-Will Employer - The authority of the employer under Tennessee State law, which means that an employer may legally hire, fire, suspend, or discipline any employee at any time and for any reason, good or bad, with or without cause or for no reason at all, as long as the motivation for the action does not violate any law.

Authorized Representative - A person or persons possessing authority, authorized, and delegated by the immediate superior, who has the authority and power to delegate such authority.

Certification - Endorsement as meeting required minimum standards.

Classification - The act of grouping positions into classes with regard to: (1) duties and responsibilities; (2) requirements as to education, knowledge, experience, and ability; and (3) physical and sensory requirements. Classification allows for an arrangement of positions in which equal pay is given for substantially equal responsibility and authority.

Compensatory Time - Time off from work in lieu of monetary payment for overtime worked.

Continuous Service - The most recent period of employment with the City without a break in service as evidenced by separation from the City payroll and Personnel records.

Counseling/Coaching - These are opportunities to address employee performance, contributions, goals, and or plans in a one-on-one situation. Employees experiencing performance-related challenges are offered sessions in a non-disciplinary manner to help them change their behavior. However, if the behavior does not

improve, these can be a precursor to more formal disciplinary actions. Employees who are at or above expected performance levels receive feedback to encourage greater contributions, additional opportunities, and new or more focused initiatives.

Demotion - Involuntary or Voluntary assignment of an employee from one position to another that has a lower rate of pay. Results in a reduction in pay as a result of disciplinary action.

Department - The primary organizational unit that is under the immediate charge of a Department Head and designated in budget documents.

Dismissal - A type of disciplinary action that separates an employee from the City of La Vergne payroll.

Division - A group, unit, or shift within a department.

Eligibility List - A document consisting of those applicants who are eligible for a vacant position as established by the Human Resources Department.

Eligible - A person who has successfully met the required qualifications for a particular position.

Employee - An individual who is legally employed by the City and is compensated through the City payroll for his/her services. Individuals or groups compensated on a fee basis are not included.

Employee Development – Internal and external professional and academic programs for the purpose of improving the quality of service of the employee and developing employees for advancement opportunities.

Employment Date - The original date of appointment to, or employment, in a position.

Examination - The process of testing, evaluating, or investigating the efficiency, fitness, and qualifications of applicants and employees.

Exempt Employee - An employee who is exempt from the minimum wage, overtime pay, and certain recordkeeping requirements of the Fair Labor Standards Act (FLSA), as defined under 29 C.F.R. Part 541. Exempt employees generally meet specific duties tests (executive, administrative, professional, etc.) and are paid on a salary basis that does not fluctuate based on hours worked. Exempt status is determined by Human Resources in accordance with federal law.

Full-time Employee - An employee working more than 30 hours a week or 130 hours a month on average. Employees who will be working full-time should be offered benefits in accordance with the company's Waiting Period.

Immediate Family - Includes present spouse, parents, step-parents, parents-in-law, grandparents, step-grandparents, grandparents-in-law, foster parents, children, step-children, brother step-brother, sister, step-sister, brother-in-law and sister-in-law of the employee, grandchildren, legally adopted children, children

taken in the home to raise under a properly executed court order, cousins and those blood relatives of the employee that are verifiably living in the home and dependent upon the employee for care whose relationship may be determined by the City Administrator. Proof of these relationships may be required.

In Good Standing – Not subject to pending or current disciplinary action and otherwise in compliance with the policies, protocols, and standards of conduct set forth in the Employee Handbook.

Insubordination – Disobedience and/or disrespectful language or conduct to authority, including elected officials.

Incivility - Low-intensity deviant behavior with ambiguous intent to harm the target. Uncivil behavior is typically rude and discourteous, reflecting a lack of regard for others.

Job Description - A written document describing the essential functions of a job, additional functions, minimum qualifications, ADA requirements, and key performance indicators.

Layoff - A reduction in force or a dismissal of employee(s) from his/her job(s) because of tightened budgetary constraints or work shortage (not due to poor performance or misconduct).

Leader – One who is responsible for managing, overseeing, and/or supervising employees and/or projects within the City.

Management - A person appointed to a position that either directs, manages, and/or supervises a department and/or employees within that department.

Nepotism - Employment, promotion, or showing favoritism of a family member.

On Call - Being available to be called to work at a designated place for a designated period. On-call time shall be compensated in accordance with the requirements of the FLSA and federal regulations set forth in 29 CFR, Part 553.221.

Overtime - Time actually worked by an employee that is more than forty (40) hours per 7-day work week. Overtime must be authorized in advance and will be compensated in accordance with the requirements of the FLSA. Different rules may apply to emergency service workers.

Part-time Employee - A person employed on a continuous basis to fill a position who regularly works less than 30 hours a week or 130 hours a month on average.

Pay Class - Specific pay rates having a relationship to one another to which all full-time positions are assigned.

Pay Rate - A specific dollar amount, expressed as an annual rate, monthly rate, weekly rate, or hourly rate, as shown in the pay plan.

Personal Relationships - A relationship between individuals who have or have had close connections formed by emotional bonds and interactions. These types of relationships can be of a romantic, sexual, dating, or intimate nature.

Personnel File / Records - An official file which is maintained by the Human Resources Department for each employee and generally consists of such items as application or resume for employment, records of transfers, promotions, demotions, reinstatements, reclassification, changes in pay, performance evaluations, and disciplinary actions.

Position - Any office or employment, whether occupied or vacant, full-time, or part-time, consisting of a group of essential functions, additional functions and responsibilities legally assigned or delegated to one individual by competent, appropriate authority.

Promotion - Assignment of an employee from one position to another that has a greater level of responsibility and a higher maximum rate of pay.

Provisional Employee - An employee filling a position where no regular position exists in the City budget and/or where the principal source of funds is grant funds provided from a source outside the City government.

Rank - The order in which an applicant's name appears on an eligible list based on the individual's composite score in the evaluation process.

Re-Classification - A classification action of a position by classifying it upward, downward, or to a different type of position based on sufficient changes in the kind, difficulty, or responsibility of work assigned to the position.

Removal - Disciplinary action taken where an employee is listed in unpaid status for a period as deemed necessary by the Department Head and/or City Administrator.

Resignation - Separation from the employment of the City of La Vergne at the request of the employee.

Retention List - A list of qualified applicants for a job posting may be held for a period of no more than one hundred and eighty (180) days following the closing of the previously posted position.

Seniority - The status of an employee acquired by continuous service with time-in-grade/position, which may be considered in the granting of benefits, promotions, and making reductions in the work force by layoff.

Separation - Any type of action whereby an employee is removed from the City of La Vergne payroll.

Service Awards - Award presented to an employee in recognition of faithful service rendered to the citizens of the City of La Vergne, or an award given for a period of continued service.

Standard Operating Procedures - Administrative policies and procedures established by the Department Head and approved by the City Administrator, specifically to the operation of the individual department, shall be consistent with, but not be synonymous with, these rules and regulations.

Supervisory Employee - A supervisory employee is an individual who has authority to perform one or more of the following: recommend hire, transfer, suspend, layoff, recall, promote, demote, discharge, assign, reward, discipline employees, or responsibility to direct them, or to adjust his/her grievances. The exercise of such foregoing authority is not of a mere routine or clerical nature but requires the use of independent judgment. These individuals may or may not be exempt from overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations (see Exempt Employee).

Suspension - An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee. Depending on the misconduct, an employee may be given a minor or major suspension, which has different levels of disciplinary action. Suspension may be paid or unpaid at the discretion of the City.

Temporary Employee - An employee holding a position other than full-time, which is of a temporary, seasonal, casual, or emergency nature or for such limited time as is specified by the City Administrator. This employee is not eligible for paid vacation, sick leave, or holiday pay. Time spent as a temporary, seasonal, casual, or emergency employee does not count in the years of service computation.

Take-Home Vehicle - For this policy, the term "take-home" refers to assigned 24-Hour vehicles.

Termination - Separation of an employee's service by resignation, layoff, disability, death, retirement, or dismissal.

Time in Class - Calculated from the date of employment in a specific job or the date of advancement or promotion to another rank or position. (See also, Seniority).

Transfer - Assignment of an employee from one position to another. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of the same class, or between positions of a different class and may result in a reduction or a freeze of pay. Transfers may be considered at the employee's request or at management's discretion.

Vacancy - An unoccupied budgeted position within the City of La Vergne.

Volunteer Worker – Someone who is willing to work without getting paid or compensated. Any volunteer arrangements will be conducted in compliance with the requirements of the FLSA.

Workday - The scheduled number of hours an employee is required to work per day. The workday shall be computed on an eight (8) or ten (10) hour basis, except for emergency service workers, unless otherwise specified by the City Administrator.

Work Review Status - A new employee appointed to a regular classified position, or an employee promoted who is required to successfully serve a specific work status review/trial period as provided in these rules, for a period to be determined by the performance of the employee. These positions, as all positions, are subject to the At-Will Status.

Work Week - The number of hours regularly scheduled to be worked during any seven (7) consecutive days; usually for 40 hours, with special provisions made in those departments requiring additional work shifts or work hours, including for emergency service workers. The City Administrator shall have the authority to establish other work periods where permitted under the FLSA regulations.

CHAPTER 3 - RECRUITMENT AND EMPLOYMENT

3.1 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City of La Vergne to provide equal employment opportunity to all employees and applicants for employment. No person will be discriminated against in any aspect of employment because of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, age, national origin, disability, genetic information, military status, political affiliation, refusal to participate in or remain silent about illegal activities, exercise of free speech or other statutory or constitutional rights, or any other status protected by federal or state law.

The City of La Vergne will provide reasonable accommodations to qualified individuals with disabilities, to employees and applicants with sincerely held religious beliefs, and to employees with known limitations related to pregnancy, childbirth, or related medical conditions, in accordance with applicable law, unless doing so would impose an undue hardship on the City.

This policy applies to all terms, conditions, and privileges of employment, as well as to all employment practices and decisions, including recruitment, hiring, placement, training, promotion, transfer, compensation, benefits, discipline, grievances, layoffs, termination, and retirement.

3.2 JOB ANNOUNCEMENTS

Department Heads who need to fill a job opening should contact Human Resources to begin the recruitment process. The Human Resources Department will prepare and publicize job announcements to notify as many qualified persons as possible of vacancies.

A. Internal Posting

Notice of vacant regular positions may be distributed to some or all departments for posting on employee bulletin boards, posting via email, or for circulation among employees within that department. Notice of regular vacancies will be posted until the position is filled.

B. Public Advertisement

Applicants shall be recruited from a geographic area as wide as necessary and for a period sufficient to ensure that qualified applicants are obtained for City Service. When deemed necessary, the Human Resources Department and the Department Head will determine which media to use to extend the advertisement. The advertisement may also include the City website along with the local government cable channel. The determination for this type of advertisement will be based on, but not be limited to, position, skill requirement, and the level of response from other means of recruitment. The vacancy will be posted until the position is filled.

C. Referrals by Employees

Current employees are eligible to receive a referral bonus if the city hires an applicant whom they have referred to work for the city. All active full-time employees whose referrals meet all the criteria below will be eligible to receive the bonus. The referral bonus will be \$100.00 and paid through your paycheck between 30-60 days after your referred candidate meets the minimum time employed threshold. Only one referral bonus will be paid out per candidate. HR will contact the candidate if multiple parties are listed for selection, of which the employee recommended the position first. Bonuses are subject to applicable taxes.

1. Employee Criteria.
 - a) You are an active employee at the time the bonus is processed.
 - b) You are not in a Recruiting job function. For example: Recruiter, Recruiting Coordinator, or Recruiting Manager.
 - c) You are not a participant in your referral candidate's interview process or the hiring decision. For example: Department Head, Participant in the applicant screening or interview panel.
2. Candidate Criteria.
 - a) The candidate is hired for a full-time position with the City of La Vergne.
 - b) The candidate is not hired for a seasonal job.
 - c) The candidate has started compensated work for the City of La Vergne within six (6) months of your referral.
 - d) The candidate is employed by the City of La Vergne for a minimum of 30 days.
 - e) The candidate has not been referred by another employee within six (6) months of your referral, or by an outside staffing agency.
 - f) The candidate is not active in the recruiting process, including under review by a recruiter, interviewing, or in offer stages at the time of your referral.
 - g) The candidate is not or was not employed by the City of La Vergne within six (6) months prior to your referral.

3.3 APPLICATION PROCESS

A. Application Acceptance

Any candidate for employment must submit an electronic application to be considered for hire. Applications for employment will only be accepted for announced vacancies. A candidate must submit a new application for each position of interest.

B. Application Retention

Applications will not remain active once a position has been filled. Applications will be stored in accordance with the City's document retention policy and applicable state and federal laws.

3.4 ELIGIBILITY

A. Recruitment

Individuals will be recruited from a geographic area as wide as necessary to ensure the availability of well-qualified applicants for various types of employment positions. Recruitment, therefore, will not be limited to residents of the City of La Vergne.

B. Nepotism

No member of an immediate family, as defined in the Definitions Section, can supervise members of their immediate family, regardless of the chain of command. This does not preclude employment of immediate family members under other lines of supervision. If the city cannot reasonably transfer one of the family members to another department, and the family members can't decide which one will leave voluntarily, the employee in the more junior position will be subject to separation of employment or assignment.

C. Personal Relationships

If a personal, romantic, or intimate relationship is established between two or more employees post-hire, it is the responsibility and obligation of the employees involved to disclose the relationship to the Human Resource Department in writing. When a conflict or potential conflict arises from a relationship affecting employment, the city reserves the right to make all employment decisions in the city's best interest. Failure to do so could result in disciplinary action up to and including termination of employment.

3.5 REJECTION OF APPLICANTS

A. Rejection of Applicants

An applicant may be removed from consideration for reasons that may include, but are not limited to, the following:

1. The application was not filed within the specified time, was not filed on the prescribed form, or did not follow the prescribed procedures to apply.
2. The applicant does not possess the established qualifications.
3. The applicant has established an unsatisfactory employment or personnel record as evidenced by a reference check of such nature as to demonstrate unsuitability for employment.
4. The applicant falsely answered any question on the application, has made false statements of any material fact, or has practiced deception in his/her application.
5. The applicant uses illegal drugs or inappropriately uses or abuses legal drugs or intoxicants.
6. Criminal history, including felony convictions and convictions of misdemeanors involving moral turpitude, may bar employment, depending on the nature and gravity of the offense, the time that has passed since the conviction, and the nature of the job held or sought.
7. The applicant does not reply to an e-mail inquiry within five (5) days, or does not return a telephone inquiry within two (2) days, or fails to accept an appointment within the time prescribed in the offer.
8. The applicant was previously in the City's service and was removed or resigned while not in good standing.

B. Notification

All applicants who are disqualified or not chosen will be notified by the Human Resources Department.

3.6 TESTING, EXAMINATIONS, AND MEDICAL EVALUATIONS

A. Recruitment by Examination

All appointments in the City's service shall be made according to merit and fitness and may be subject to testing, examinations, and medical evaluations. This shall fairly and impartially test those matters relevant to the capacity and fitness of the applicant to efficiently discharge the duties of the post to be filled.

B. Types of Tests

The tests held to establish eligibility and fitness for any class may consist of one or more of the following parts, as determined by the Human Resources Department in conjunction with the Department

Head. Any combination of the following selection techniques, or others which may be appropriate, may be utilized:

1. **Written Test** - When required, shall include a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking appointment.
2. **Oral Test** - When required, shall include a personal interview where the ability to deal with others, to meet the public, and/or other personal qualifications are to be evaluated. An oral interview may also be used in examinations where a written test is unnecessary or impractical.
3. **Performance Test** - When required, shall involve performance tests that would aid in determining the ability, physical agility, and skills of applicants to perform the essential functions of the job.
4. **Polygraph Test** -When deemed necessary, shall encompass a series of examinations employing a polygraph device to assess the veracity of the applicant's responses to specific inquiries. This process is intended to evaluate the applicant's honesty and integrity in relation to their personal history, qualifications, and suitability for the position. The examination will be conducted in a controlled environment by a trained and certified polygraph examiner. The polygraph test results will be considered alongside other assessments to determine the applicant's overall fitness for the role.
5. **Psychological Test** - When required, shall include any test to determine if the applicant is free from any disorder, as set forth in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, which would, in the professional judgment of the examiner, impair the subject's ability to perform any essential function of the job.
6. **Training and Experience** - When required, shall be obtained, and evaluated from statements of education and experience contained in the application form or from such supplementary data as may be required.

C. Fitness for Duty/Medical Evaluations

Following a conditional offer of employment, every prospective full-time employee may be given a pre-employment physical evaluation by a clinic or doctor's office designated by the City of La Vergne. The purpose of this evaluation is to determine whether the employee meets the physical fitness standards for the position for which they were selected. Part-time, seasonal, or temporary employees may be subject to medical evaluation as determined by the Department Head with concurrence from the Human Resources Department. All safety-sensitive positions will also require passing a pre-employment drug screen. The City will pay for these medical evaluations.

Employees not covered by the Family Medical Leave Act ("FMLA") may also be required to have a medical evaluation on other occasions when it is job-related and consistent with business necessity.

D. Police Department Written Test Fee Reimbursement

To support recruitment efforts for sworn law enforcement positions, the City of La Vergne may reimburse applicants for the cost of a required written entrance examination for the Police Department, subject to the terms of this section.

Reimbursement eligibility is limited to applicants who:

1. Successfully complete the full selection and hiring process for a sworn Police Department position; and

2. Commence employment with the City of La Vergne in that position.

Reimbursement shall be made only after the applicant becomes an active employee and submits appropriate documentation of payment of the examination fee. Reimbursement will be limited to the actual cost of the required written test and will not include travel, preparation, or other related expenses.

This reimbursement is not considered wages and is intended solely as a recruitment incentive. The availability and amount of reimbursement are subject to budgetary constraints and administrative approval by the Director of Finance or the City Administrator. Nothing in this section creates an entitlement to reimbursement, and the City reserves the right to modify or discontinue this practice at any time.

3.7 OFFER NEGOTIATIONS

The City Administrator, with the Mayor's approval, shall be authorized to negotiate Offers of Employment for exempt-level positions. Items such as wages and/or benefits may be negotiated to recruit the most qualified applicant.

3.8 EMPLOYMENT ELIGIBILITY VERIFICATION (IRCA COMPLIANCE)

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), 8 U.S.C. § 1324a, all individuals hired by the City of La Vergne are required to establish their identity and authorization to work in the United States.

All new hires must complete Form I-9, Employment Eligibility Verification, within the timeframes required by federal law. The City will examine original documents presented by the employee to verify identity and employment authorization, as required by law.

The City prohibits discrimination in hiring, firing, or recruitment based on citizenship, immigration status, or national origin, except as permitted by law. Employment eligibility verification will be conducted in accordance with federal law, and the City prohibits document abuse or discriminatory practices in the employment verification process, including requesting more or different documents than required or refusing to accept valid documents that reasonably appear to be genuine and relate to the individual.

The Human Resources Department is responsible for completing, verifying, and retaining Form I-9 records in accordance with federal recordkeeping requirements and applicable law. Failure to timely complete or provide required documentation may result in delay of employment start, suspension, or termination, consistent with federal law.

CHAPTER 4 - APPOINTMENTS

4.1 GENERAL PROVISIONS

Department Heads, in collaboration with the Human Resources Department, are responsible for selecting and appointing personnel. The Human Resources Department will comprehensively review potential candidates through background, credit, and reference checks, as well as pre-employment physical and drug screenings. While Department Heads initiate the selection, they must get approval from both Human Resources and the City Administrator. However, the final decision rests with the Mayor or their appointed designee.

4.2 REGULAR APPOINTMENT

An individual appointed to a budgeted City position who has passed the required tests can be designated as a regular City employee. This appointment requires endorsements from the Department Head and/or Human Resources, with the City Administrator's approval. However, the final decision lies with the Mayor or their chosen representative. ***Employment is considered "At Will" and employment may be terminated at any time WITH or WITHOUT cause, as allowed by law.***

4.3 TEMPORARY AND SEASONAL APPOINTMENTS

Temporary and seasonal appointments are made for seasonal or occasional work that typically requires less than continuous year-round service. Individuals on temporary appointments, including provisional appointments, are not eligible for benefits such as vacation leave, sick leave, holiday pay, health insurance, retirement benefits, or the grievance process. Employees in a temporary or part-time position are eligible to apply for any vacant position through the in-house recruitment and electronic application process. Appointment to a temporary or part-time position does not guarantee placement in a full-time position. Employees in this appointment category may be terminated at any time. These positions may include student employment (internships) that provide academic credit only in lieu of pay, subject to the limitations and requirements of the FLSA.

4.4 PART-TIME APPOINTMENTS

Part-time appointments are made for work that typically requires less than full-time work on a regular basis. Individuals hired on a part-time basis are not eligible for benefits such as vacation leave, sick leave, holiday pay, health insurance (subject to the requirements of the Affordable Care Act or other applicable laws), retirement benefits, and the grievance process. Employees in a temporary, seasonal, or part-time position are eligible to apply for any vacant position through the in-house recruitment process. Appointment to a temporary, seasonal, or part-time position does not guarantee placement in a full-time position. Employees in this appointment category may be terminated at any time. These positions may include student employment (internships) that provide academic credit only in lieu of pay, subject to the limitations and requirements of the FLSA.

4.5 PROVISIONAL / GRANT APPOINTMENT

Provisional appointments are made where work may be continuous and year-round, but where no regular position exists in the City budget, and/or where the principal source of funding is grant funds. Provisional appointments may be made at the City Administrator's discretion, in consultation with the Department Head and Human Resources.

A provisional appointment may be changed to a regular appointment at the time the position is included as a regularly funded position in the City budget. A provisional appointment may be for full or part-time hours.

4.6 EMERGENCY APPOINTMENTS

In an emergency, the City Administrator may authorize the appointment of any qualified person in a position to prevent the stoppage of public business or loss, or serious inconvenience to the public. However, a vacancy for which the Department Head has had reasonable notice, or an employment condition of which he/she had, or might, with due diligence, have had a previous knowledge, shall not be considered an emergency under this Section. Emergency appointments shall be limited to a period not to exceed thirty (60) days in any twelve (12) month period, unless otherwise extended by the City Administrator. If an emergency appointment is extended past an additional thirty (60) days, Board approval will be required.

4.7 PROBATION PERIOD

All new city employees, except public safety employees, undergo a 90-day probationary period. This period assesses your job performance and helps you to familiarize yourself with your role. Your work quality, efficiency, attitude, and acceptance of responsibility will be evaluated. This time allows both you and your supervisor to determine job compatibility.

Public Safety employees in Police and Fire have a 12-month probation, which can be extended upon the department chief's recommendation and accompanied by a performance improvement plan.

From their start date, all Employees accumulate Annual Leave, Personal Time Off, and Sick Leave. Leave privileges begin after 90 days, but Sick Leave can be used during probation. Usage of Accrued Leave must adhere to department-specific guidelines for Police Academy or Fire Recruit Class.

4.8 PROMOTIONS

A. Policy

The City of La Vergne promotes qualified employees to higher positions when it benefits public service. A promotion involves a move to a position with increased pay, rank, and responsibilities. We prioritize internal candidates with the right skills for roles above entry level unless external recruitment is deemed beneficial for the City. Promotions should reflect a genuine elevation in duties, not just a pay increase.

If an advanced role becomes available, the Department Head can inform the Human Resources Department, which will then announce the position and manage any required assessments or interviews. However, roles can be filled or promotions made without public announcements, provided discussions with Human Resources and approval from the City Administrator have occurred. The Mayor or their designee has final approval on promotions.

B. Eligibility

Eligibility for promotion is based on the requirements of the advertised position. Preference is often given to employees showcasing consistent achievements, contributions, and the aptitude for increased responsibilities. To qualify for promotions, employees must have a minimum of 90 consecutive days of satisfactory service and should not have any active written warnings as follows:

- An active first written warning in the safety or behavioral disciplinary action categories, as found in Section 13.2 of this handbook, will restrict promotion for six (6) months from the date the warning was issued.
- An active final written warning in any disciplinary action category restricts promotion for twelve (12) months from the date the warning was issued.

4.9 TRANSFERS

A. Policy

A transfer is a lateral movement of an employee from one position to another within the same or a different pay range, depending on the positions' class. Transfers may be made within a department or between departments. If a position is available and both Department Heads agree, any employee who has a satisfactory performance record is eligible and qualified for a transfer. A Department Head requesting to transfer an employee or a regular employee requesting to be transferred should notify the Human Resources Department in writing. Final approval of transfers must be obtained from the City Administrator, with final approval at the discretion of the Mayor or his/her designee.

Management may transfer temporary, emergency, provisional, or seasonal employees at any time after Human Resources and the City Administrator's approval, with final approval at the discretion of the Mayor or his/her designee. Regular employees who are transferred will be subject to normal evaluation periods.

B. Conditions for Transfer

The transfer of an employee from one position to another without a significant change in the responsibility level may be effective for one or more of the following reasons:

1. When an employee meets the qualification requirements for the new position.
2. When, on occasion, there may be an opportunity where it is determined by the Department Head, Director of Human Resources, and the City Administrator that transferring an employee from one position to another is in both the employee's and the City's best interest.
3. If it meets the personal needs of the employee, as consistent with the other requirements of this regulation.
4. If further training and development of an employee in another position would be beneficial to the future staffing potential of the City, and
5. Other reasons determined by the Department Head, Human Resources Department, and City Administrator.

4.10 DEMOTIONS

A. Demotions

A Department Head, in consultation with Human Resources, may demote an employee to a position of a lower class for which they are qualified for any of the following reasons:

1. The employee's position is being eliminated and the employee would otherwise be laid off.
2. The employee's position is being reclassified to a higher grade, and the employee is not qualified for the reclassified position.
3. There is lack of work and/or lack of funds.
4. There is a change of hours.
5. The employee voluntarily requests such demotion.

6. Another employee is returning from authorized leave in accordance with rules on leave and will occupy the position to which the employee is temporarily assigned.
7. The employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds; and
8. An employee may be demoted as a form of progressive discipline based on performance or conduct issues.

All Demotions will first be approved by Human Resources and the City Administrator, with final approval at the discretion of the Mayor or his/her designee

4.11 REHIRE POLICY

A. Policy

This policy provides oversight and addresses provisional conditions for the rehire of former employees. Severance from employment occurs: (1) The date an employee quits, is discharged, or retires; or (2) The first date of period of absence not protected by law or approved by City Administration.

B. Former Employees Rehired Within One (1) Month.

Former employees who leave employment with the city while in good standing and are re-hired within one (1) month of their severance date as applicable to employment status:

1. Must reapply via a formal city application and are subject to pre-placement testing requirements as applicable to the position.
2. Will have their prior full-time service period counted for purposes of determining benefits eligibility for city benefits programs.
3. Are subject to pre-placement testing requirements as applicable to the position.
4. Benefits accrual rates and rates of pay will be restored to the employee's rates at the time of severance.
5. Personal and sick time at the time of severance will be restored.
6. Vacation time will not be restored due to payout upon termination. Vacation time cannot be purchased.
7. The employee's anniversary hire date will not change.
8. Employees' probation period shall be ninety (90) days.

C. Former Employees Rehired Within One (1) Year.

Former employees who leave employment with the city while in good standing and are re-hired within one (1) year of their severance date, as applicable to employment status:

1. Must reapply via a formal city application and are subject to pre-placement testing requirements as applicable to the position.
2. If previously employed for a minimum of five (5) continuous years, will be restored at their same benefits accrual rate at the time of severance.
3. Personal, Sick and Vacation time will not be restored.
4. Rates of pay will be determined based upon the current salary administration scale and the current hiring process, provisions, and/or procedures.

D. Former Employees Rehired After One (1) Year.

Former employees desiring to return to employment with the City after one (1) year from the severance date will be subject to all new-hire provisions and procedures as outlined in the City of La

Vergne Employee Handbook. Any deviation from the policy language contained herein is at the discretion of the City Administrator.

CHAPTER 5 - SEPARATIONS

5.1 TYPES OF SEPARATION

City of La Vergne employees are employed on an at-will basis, meaning either party can end the employment relationship at any time. When an employee leaves the City's service, the reason can be classified as: resignation, layoff, retirement, dismissal, or death.

Upon parting ways, employees must return all City property, including records, equipment, and issued attire, in good condition to their supervisor. Both the employee and supervisor will confirm the return of these items. When an employee is separated from employment with cause, they will not be permitted to return to their office/desk. Personal items will be collected and held by Human Resources for 30 days before disposal. Efforts will be made to contact the departing employee to retrieve their personal belongings. Finally, all due wages will be paid to the departing employee on the next regular payday, but no later than 21 days post-departure, as mandated by T.C.A. 50-2-103(g).

5.2 RESIGNATION

Employees wishing to resign should submit a written notice to the Human Resources Department, detailing the reason and specifying the effective date, at least 14 calendar days in advance. Department Heads must give a minimum of thirty (30) calendar days' notice prior to the effective date of the resignation. Once notice is provided, the use of accrued leave (e.g., vacation or personal days) is permitted only with the approval of the Department Head and City Administrator. Non-compliance with these terms may result in the employee being deemed not in good standing, making them potentially ineligible for rehire by the City, as outlined in Section 4.11 of the Handbook. However, the requirement for notice can be waived by the Department Head or, for Department Heads, by the City Administrator.

A. Recoupment Of City-Owned Funds And Benefits

If the City has advanced or covered any funds or benefits for the employee that are not fully repaid at the time of resignation, the employee will be required to reimburse the City before their final day. The City may deduct any outstanding amounts from the employee's final paycheck or other accrued benefits, as permitted by applicable law. Employees should contact the Human Resources Department promptly upon submitting a resignation notice to determine if any outstanding balances are owed.

B. Exit Interviews

The City encourages employees to participate in an exit interview with Human Resources prior to their last day of work. Exit interviews provide departing employees with an opportunity to share feedback on their employment experience and for the City to gather information that may help improve workplace policies and practices. Participation in the exit interview is voluntary, but greatly appreciated.

5.3 REDUCTION IN FORCE

A. Authority And Purpose

To establish an effective and equitable process if a reduction-in-force is necessary. A reduction-in-force may be determined by the Board of Mayor and Aldermen or the City Administrator. The City Administrator may promulgate additional policy, rules, and procedures necessary for the implementation of a reduction-in-force.

B. Scope

This Regulation applies to all full-time, part-time, and temporary employees. “Provisional” or “Grant Appointment” employees, hired for a specific period covering the duration of an assigned project, are not subject to the provisions of this Policy. State- funded positions, which the City supplements, may be subject to a reduction or elimination of the City supplement. A loss of the City supplement may not ultimately result in a reduction in position.

If a reduction-in-force becomes necessary, consideration shall be given to organizational needs, the quality of each employee’s service, and seniority in determining retention.

For this Regulation, it is understood that, upon a determination that a reduction-in-force is necessary, a RIF plan may be implemented based on the circumstances.

C. Reduction In Force

The City retains the right, at any time, to restructure operations, eliminate positions, and terminate employment due to economic necessity, reorganization to improve efficiency, and other operational reasons.

5.4 RETIREMENT

Employees who are eligible to retire and wish to retire should advise their Department Head and the Human Resources Department with 60 days' notice to allow sufficient time for the completion of appropriate documentation and processing. This will allow for a smoother transition for the employees as they move to retirement. Advance notice of retirement enables the recruitment process to fill the anticipated vacancy more efficiently.

5.5 DISMISSAL

Dismissal is the removal from a position or City service. All employment with the City is at-will, and the City retains discretion to dismiss employees at any time, for any reason not prohibited by law.

5.6 DEATH

Separation shall be effective as of the date of the death of an employee. All compensation due in accordance with these rules shall be paid to the employee’s estate, except for such sums as by law must be paid to the surviving spouse.

CHAPTER 6 - CLASSIFICATION PLAN

6.1 ADMINISTRATION

The City will maintain a Job Classification Plan listing the City's employment positions. The Human Resources Department will be responsible for maintaining accurate job descriptions in the Job Classification Plan in conjunction with Department Heads and incumbent employees. The Human Resources Department will maintain a copy of all City job descriptions. Each Department Head will be responsible for maintaining an updated copy of the Job Classification Plan containing descriptions for all employment positions in the City. Employees and their supervisors will maintain open communication and dialogue to ensure that job descriptions are periodically reviewed and updated as appropriate. Any employee who desires to review the Job Classification Plan may do so upon approval of his/her supervisor or Department Head.

6.2 USE OF JOB DESCRIPTIONS

Job descriptions are a mechanism of communicating goals, objectives, values, and expectations between all levels of the City's hierarchy. The job descriptions will include a general description of the position, essential functions, and additional job duties. It should be noted that these elements listed are not entirely inclusive or descriptive of all duties.

The job description will also contain minimum training and qualifications, Americans with Disabilities Act (ADA) elements, and standards required to perform essential job functions. The minimum qualification standards in job descriptions should serve as norms for applicants entering the job setting and also as a basis for performance indicators to meet the City's expectations for each employment position.

6.3 USE OF JOB TITLES

Job titles are to be used for all personnel, accounting, and financial records. No person will be appointed to or employed in a position in the City under a job title not included in the Job Classification Plan and not approved by the City Administrator.

6.4 USE OF JOB CLASSIFICATION PLAN

The Job Classification Plan is one of several elements used:

1. As a guide in recruiting and examining candidates for employment.
2. In determining lines of promotion and in developing employee training programs.
3. In determining salaries to be paid for various types of work.
4. In determining personnel expenses in departmental budgets.

6.5 CREATION OF A NEW OR RECLASSIFICATION OF EMPLOYMENT POSITION

When a new position emerges or an existing one undergoes significant changes, the Department Head should provide a detailed job description to the Human Resources Department. This description should comprehensively outline the position's duties. The Human Resources team will then evaluate and decide, based on the information provided, if the changes merit a pay classification adjustment. Before integrating this description into the City's Job Classification Plan, the City Administrator must approve it. Furthermore, the City Administrator has the discretion to establish or reclassify any position, provided it's either budget-approved or presented as a budget amendment.

CHAPTER 7 - COMPENSATION PLAN

7.1 COMPENSATION PLAN

The City maintains a Compensation Plan that establishes pay ranges for every position listed in the official Job Classification Plan. The City Administrator places individual salaries within these ranges based on organizational needs and the approved budget. Any exceptions must receive prior approval from the City Administrator and align with the budget authorized by the Board of Mayor and Aldermen.

This plan is designed to ensure equitable compensation by regularly evaluating and comparing local public and private-sector wage data, cost-of-living trends, and the City's financial outlook. During the annual budgeting process, the City Administrator, with input from department leaders and Human Resources, may propose salary range adjustments for consideration by the Board of Mayor and Aldermen. Any approved changes will be reflected in the official salary schedule.

Each employee is classified as either **Exempt** or **Non-Exempt** under the federal Fair Labor Standards Act (FLSA). This classification determines eligibility for overtime pay:

- **Exempt** – Employees in exempt roles are not eligible for overtime pay. These positions generally meet specific federal criteria for executive, administrative, or professional exemptions and are paid on a salary basis for work performed.
- **Non-Exempt** – Employees in non-exempt roles are eligible for overtime pay under the FLSA. They are compensated at one and one-half times their regular hourly rate for all hours worked over 40 in a work week. Non-exempt employees must accurately record all hours worked using the City's Dayforce system.

If you are unsure of your FLSA classification or have questions regarding your pay status, please contact your supervisor or Human Resources.

7.2 REQUEST FOR PAY RECLASSIFICATION / WAGE ADJUSTMENT

A Department Head may submit a pay reclassification or wage adjustment request to the Human Resources Department if they consider a position in their department to be improperly compensated. If the duties of a position have substantially changed or a new position is established, a new job description is required, and the process outlined in Section 6.5 must be followed. The City Administrator may authorize pay reclassifications or wage adjustments submitted by Department Heads outside of the period stated.

A written recommendation will be forwarded to the City Administrator for consideration. The decision of the City Administrator shall be final and is not subject to grievance under these personnel regulations.

7.3 SALARY LIMITS

No employee may be paid at a rate less than the minimum, nor more than the maximum pay range prescribed for the class in which the employee is working, as set forth in the Compensation Plan, with the following exceptions.

A. Trainee Status

New employees may be hired into a position after Human Resources and City Administrator approval with the final approval at the discretion of the Mayor or his/her designee, below the specified range for that particular employment position when the employee does not meet the minimum specified

requirements for the position at the hire date, but could meet those requirements with specific training and or certificates No employee may remain in trainee status for more than three (3) months.

B. Temporary Work Assignment in Higher Capacity

All employees who are assigned temporary work in a higher classification may receive additional compensation for any period more than two (2) weeks retroactive to the date of appointment. No temporary appointment may be made for a period longer than three (3) months without the City Administrator's approval.

C. Acting Department Head

When a supervisor or employee of the City is appointed by the City Administrator as Acting Department Head for any department for a period of more than one (1) month, then said supervisor or employee, while serving as the Acting Department Head, may receive additional compensation retroactive to the date of appointment by the City Administrator. Compensation will be determined by the City Administrator based on the level of responsibilities assumed by the Acting Department Head.

D. City Administrator Approval

The City Administrator may authorize additional compensation, subject to available funding, when an employee temporarily assumes responsibilities that are significantly outside their normal job duties. Department Heads and supervisors are not eligible for additional compensation when performing tasks of subordinates in their department. The City Administrator may approve adjustments retroactively when warranted. This provision should be exercised only when significant cost savings are achieved by avoiding the need to hire or train additional temporary staff.

7.4 MINIMUM WAGES

In accordance with the Fair Labor Standards Act (FLSA), no employee (full-time, part-time, temporary, or trainee) shall be paid less than the current federal minimum wage. Should the federal minimum wage change, the City shall adjust employee wages accordingly to ensure continued compliance.

7.5 PAY RATES FOR CHANGES IN STATUS

The following pay policies shall apply to promotions, demotions, transfers, and reclassifications. This list is not all-inclusive. Other possibilities may exist that have not been provided. This provision will also apply to uncertified police officer candidates who, upon completion of the Tennessee Law Enforcement Training Academy, will have their status change from uncertified to Certified.

A. Promotion

When an employee is promoted to a position in a higher salary grade, the rate of pay will be at least the minimum rate of the higher position range, but no less than 6% more than the current pay, unless the employee is promoted under a "trainee status" as per Section 7.3.A.

B. Demotion

In case of voluntary demotion, or demotion through no fault of the employee, the employee's rate of pay shall be reduced to a lower rate comparable to other employees performing similar job duties as recommended by the Department Head and Human Resources Department and approved by the City Administrator. Demotions may result in a loss of pay due to reassignment to ensure compliance with the appropriate pay classification. If a demotion results from a disciplinary action, a

reduction in pay of at least 6% will be determined by the Director of Human Resources and the City Administrator, with final approval from the Mayor.

C. Transfer

When an employee in a position of one class is transferred to the position of another class of the same or equal level, he/she may or may not continue to be paid at the same pay rate, depending upon the job responsibilities and qualifications, but shall have no effect on his/her anniversary date regarding benefits.

D. Reclassification

The salary of an employee whose position is reclassified and allocated to another class in the same or higher level shall be determined by the rules for transfer and promotion. The salary of an employee whose position is reclassified and allocated to another class at a lower level shall not be changed.

E. Overpayment

The City of La Vergne strives for accuracy in paying wages to City Employees. However, in the event of a wage overpayment or an under-collection of a deduction, payroll and finance staff shall determine the reason and amount immediately. Payroll deduction is the proper method for recouping such overpayments.

F. Recovery

In the event of a timekeeping error, wage overpayment, or an under-collected deduction, the Human Resources department will notify the employee. Overpayments of \$100 or less will automatically be deducted from the employee's next paycheck. Overpayments of \$100 or more will be communicated to the employee, and a meeting will be scheduled to review the reason for the overpayment. The finance department, in conjunction with the Human Resources Department, will establish a repayment schedule with the employee for the timely repayment of overpaid funds. Employee approval is not required for recovery of wage overpayments or under-collection. We will strive to work with the employee on a reasonable repayment schedule when possible. The Department of Labor Fair Labor Standards Act considers overpayments to be an advancement of wages, and recovery of such overpayments may be deducted from an employee's earnings, even if such deductions cut into the minimum wage or overtime pay due the employee. Repayments will be deducted from the final check if necessary. Should the final check not have sufficient funds for full repayment to the city, the remaining amount will be remitted to the City's finance department, and the employee will be invoiced and may be subject to collections.

7.6 PAY FOR PART-TIME WORK

The rate of pay for part-time work shall be based on the applicable market and the Compensation Plan rates for the job being performed by the individual. Part-time and seasonal employees are not eligible for benefits.

7.7 207(k) WORK PERIOD – FIRE PROTECTION EMPLOYEES

Employees of the Fire Department who are engaged in fire protection activities are subject to the partial overtime exemption provided by the Fair Labor Standards Act under **29 U.S.C. § 207(k)**.

The City of La Vergne hereby adopts a **28-day work period** for Fire Department employees covered by this provision. For purposes of overtime and compensatory time calculations, Fire Department employees will

earn overtime only for **hours physically worked in excess of 212 hours in a designated 28-day work period**, in accordance with federal law and U.S. Department of Labor regulations.

Overtime eligibility will be determined by the total hours actually worked within the established 28-day cycle, not by a standard 40-hour workweek.

The Fire Chief shall establish and maintain written standard operating procedures identifying the start and end dates of each 28-day work period. These schedules and cycles will be communicated to all affected employees.

Overtime worked by non-exempt Fire Department employees may, in accordance with Section 7.14 of this Handbook and applicable law, be compensated either by overtime pay or by compensatory time, as authorized in advance.

In general, Fire Department employees work a 53-hour weekly schedule as part of a 28-day cycle. Overtime is not earned for hours over 40 in a week, but only when total hours worked exceed 212 in the 28-day period. This approach is permitted under federal law for fire-protection employees and reflects the unique scheduling demands of fire-service operations.

This section applies only to employees engaged in fire protection activities as defined by federal law. All other non-exempt City employees remain subject to the standard overtime provisions in Section 7.8.

7.8 OVERTIME PAY

Except as otherwise provided in Section 7.7 for Fire Department employees covered by 29 U.S.C. § 207(k), non-exempt employees shall be compensated at a rate of one and one-half (1½) times their regular hourly rate for all hours physically worked beyond forty (40) in a standard seven-day workweek. All overtime must be explicitly authorized in advance by the employee's Department Head or, in emergencies, by their immediate supervisor. For purposes of overtime calculation, only actual hours worked are considered; paid leave (vacation, personal, holiday, sick leave, etc.), unpaid breaks, and on-call periods (unless actively performing duties) do not count toward overtime eligibility.

Exempt employees under special circumstances may be compensated with overtime pay and/or compensatory time. Such circumstances must be pre-approved by the immediate supervisor and/or City Administrator. Circumstances may include, but are not limited to, disasters and disaster relief, special compensated events, and unforeseen long-term events. These proceedings must take place outside of regular business hours for exempt personnel to qualify.

7.9 HOLIDAY PAY

Non-exempt, regular 40-hour employees who are required/scheduled to work or called into work on a day designated as a City holiday (see Section 10.1), shall be paid holiday pay in addition to their regular pay for time worked. Except for the Police Department, non-exempt, regular 40-hour employees that normally work a four (4) day, ten (10) hour shift, have the option to switch to a five (5) day, eight (8) hour shift during a pay week that contains a City holiday or may apply two (2) hours of comp, vacation, or PTO time to the holiday pay week to complete the scheduled 40 hours. Non-exempt, regular 40-hour employees shall receive eight (8) hours of holiday pay for each City holiday. Police Department personnel who work a four (4) day, ten (10) hour shift shall receive ten (10) hours of holiday pay for each City holiday.

Fire Department, 56-hour employees who are required/scheduled to work or called into work on a day designated as a City holiday (see Section 10.1), shall be paid twelve (12) hours of holiday pay in addition to their regular pay for time worked. Fire Department 56-hour employees who are not scheduled to work on a City holiday shall be paid twelve (12) hours of holiday pay for each City holiday.

Full-time employees scheduled for work must either perform their duties as assigned or be on authorized paid leave during their last scheduled workday before and the first scheduled workday following a City holiday to qualify for holiday pay. This rule applies equally to one-day holidays and extended holidays; however, for extended holidays, eligibility for holiday pay on a specific day depends on attendance on the actual day worked. Absences due to illness on the workday preceding or following a holiday will disqualify an employee from receiving holiday pay unless substantiated by a doctor's note. Should an employee be unable to work due to illness on a City holiday they were scheduled to work, holiday pay will only be granted upon submission of medical proof of illness. Holiday pay will not be included in the calculation of overtime hours.

7.10 PAYROLL DEDUCTIONS

By law, the City of La Vergne is required to deduct, where applicable, federal withholding taxes, Social Security taxes, and garnishments from an employee's pay. Additional deductions may also be made upon an employee's authorization.

A. Federal Income Tax

Federal taxes are withheld from employees' paychecks based on the number of dependents each individual claims, as indicated on the W-4 form. It is the responsibility of employees to ensure their W-4 forms are accurate and up to date with current tax laws or any changes in personal circumstances that could impact their withholding amounts. Employers are required to keep a copy of the W-4 form on file. If an employee's exemption status changes, it is crucial that the employee promptly submit a revised W-4 through the employee's Dayforce platform. Adjustments to payroll deductions reflecting the updated exemption status can only be made after an updated W-4 is submitted, ensuring that tax withholdings are accurately calculated. The City is not responsible for any tax implications or errors in the employee's submission.

B. Social Security Tax

Social Security payments and deductions will be made according to the Social Security Act. The Finance Department shall keep such records and make such reports as may be required by applicable state and federal laws and regulations.

C. General Deductions

Deductions may be made from an employee's pay only with the employee's written authorization. These deductions may include, but are not limited to:

1. Health insurance premiums
2. Dental insurance premiums
3. Vision insurance premiums
4. Retirement plan contributions
5. Charity contributions approved by the City of La Vergne
6. Supplemental Insurance approved by the City of La Vergne

D. Deduction from Pay of Salaried Exempt Employees

Exempt employees who are paid on a salary basis and, in general, will be paid their full salary for any week in which they perform work. In accordance with section 541.602 of title 29 of the FLSA, their salary may be reduced only in the following circumstances:

1. Employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they are permitted to substitute accrued Sick or PTO under the City's paid time off policy.
2. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they are permitted to substitute accrued PTO under the City's paid time off benefits policy.
3. Employees may be suspended without pay for other types of workplace misconduct, but only in full-day increments. Their salary will be reduced to an amount that is proportionate to the number of days suspended.
4. Employees who work less than 40 hours during their first or last week of employment will be paid a proportionate part of their full salary for the time actually worked.

E. Direct Deposit Rejection Fees

Employees are responsible for ensuring accurate bank account information is provided for direct deposit. If a direct deposit is rejected due to incorrect or incomplete information submitted by the employee, the City will pass through any associated Dayforce charges to the employee. If the direct deposit rejection is due to an administrative error by the City, no fee will be charged to the employee. As Dayforce increases the fee related to this charge, the City will continue to charge the same amount without further resolution.

While exempt, salaried employees are generally not subject to salary deductions based on the quality or quantity of work (subject to the exceptions set forth above). Exempt salaried employees may be required to use accrued sick leave or PTO to cover full or partial-day absences or tardiness from work.

If you believe you have been subject to improper salary reductions, you should contact the Human Resources Department.

7.11 REIMBURSEMENT FOR TRAVEL EXPENSES

Travel expenses may be incurred as a normal part of conducting City business. It is the policy of the City that eligible expenses incurred while on City business be reimbursed to the individual upon proper documentation. Personal and ineligible expenses incurred while on City business remain the individual's responsibility. It is the employee's responsibility to adequately document any travel expenses in accordance with the procedures outlined in Section 13 of the Purchasing Policy and Manual.

7.12 COMPENSATION FOR TRAVEL TIME

Non-exempt employees who travel to attend a training class or seminar will be compensated at regular rates for compensable travel time, in accordance with federal law. Employees would receive overtime pay for time spent traveling if they worked over 40 hours during the workweek in which they attended the training class or seminar.

Employees are required to notify their Department Head of the projected travel time and the estimated hours of overtime when they complete their request to attend training.

Exempt employees who travel to attend a training class or seminar will not receive additional compensation for travel time, but the time spent traveling will count towards the number of hours worked in a week for the calculation of compensatory time for hours worked over 40 in a week. Any requests for comp time must be approved by your supervisor. Exempt employees are encouraged to discuss travel schedules and any necessary arrangements with their Department Head when planning to attend training to ensure alignment with departmental needs and organizational policies.

7.13 ON CALL AND CALL BACK PAY

Employees who are “on call” as defined in Section 2 of this Handbook shall be paid the equivalent of one hour at their regular hourly rate for each day where any time is spent “on call.” On-call time will generally not be counted as work time and will not count towards overtime. If any employee who is “on call” is called in to work, he or she will be paid at his or her applicable hourly rate for all such “call back time,” or at the applicable overtime rate, if work hours exceed 40 in a work week, in addition to receiving daily “on call” pay.

7.14 COMPENSATORY TIME

A. Compensatory Time for Non-Exempt Employees

Pursuant to applicable provisions of federal wage and hour law, non-exempt City employees may elect to receive compensatory time (“comp time”) in lieu of pay for overtime hours. Generally, overtime hours are defined as any hours over 40 in a 7-day workweek.

Participation in The City’s comp time program is optional. Employees wishing to participate in The City’s comp time program are required to sign a comp time agreement acknowledging the terms of the program.

The City will administer comp time as follows:

1. Regular 40-hour-per-week employees will not be permitted to accumulate more than 80 hours of comp time. Any overtime worked after this limit has been reached will be paid to you as overtime in your next paycheck and will not accrue as comp time. Salaried Non-Exempt Fire Department employees may accumulate no more than 96 hours of comp time.
2. For non-exempt employees, comp time is accrued at the rate of one and one-half (1.5) times your regular accrual rate. So, for every one hour of overtime you work in a workweek, you would accrue 1.5 hours of comp time.
3. The City reserves the right to (but is not required to), at any time during employment, pay an employee in cash for any or all accrued comp time. Any such payment will be made at your pay rate in effect at the time of the payment.
4. The City reserves the right to require employees to use accrued comp time.
5. Employees who participate in the City’s comp time policy remain subject to all City rules regarding attendance, timekeeping, and overtime. All time worked must be accurately recorded. Overtime should not be worked without your supervisor's prior authorization.
6. You may use comp time for all the same purposes as you would use other paid or unpaid leave pursuant to this Handbook, including for both planned and unplanned absences. You will not be denied a request to use comp time unless doing so would unduly disrupt City operations; however, you are expected to follow the City attendance policy, including applicable notice provisions, when requesting comp time.

7. If comp time is used for absences covered by the FMLA or other unpaid, job-protected leave, it will run concurrently with such unpaid leave.
8. Any accrued, unused comp time will be paid to you in your final paycheck upon termination of your employment, at your pay rate in effect at the time of termination.
9. Non-exempt employees should never work “off the clock,” pursuant to a comp time arrangement or otherwise. If you are asked to work “off the clock,” you should let Human Resources know immediately.

B. Compensatory Time for Exempt Employees

The City’s exempt employees are not entitled to overtime. Generally, exempt employees are paid on a salaried basis, and your salary is intended to cover the regular hours you work. However, from time to time, as authorized by your supervisor, and typically in circumstances such as prolonged emergencies or other situations requiring exempt personnel to work after hours, on weekends, or otherwise outside of regularly scheduled hours, compensatory time may be provided to exempt employees, as follows:

1. Exempt employees will not be permitted to accumulate more than 80 hours of comp time.
2. For exempt employees, compensatory time will accrue on a straight-time basis. For instance, if you work five hours beyond your regular weekly schedule and are approved for comp time, you will accrue no more than five hours of comp time based on your work that week.
3. Exempt employees must use any accrued comp time within 12 months of accrual. Any comp time not used within this period will be forfeited. Comp time for exempt employees is a discretionary benefit provided by the City. Comp time is not wages. Comp time may not be “cashed out” at any time during your employment and will not be paid out on termination.
4. Generally, you may use comp time for all the same purposes as you would use other paid or unpaid leave pursuant to this Handbook, including for both planned and unplanned absences; however, you are expected to follow the City attendance policy, including applicable notice provisions, when requesting comp time. The City reserves the right to deny any request to use comp time if such a request would be disruptive to operations.
5. If comp time is used for absences covered by the FMLA or other unpaid, job-protected leave, it will run concurrently with such unpaid leave.
6. Battalion Chiefs within the Fire Department who are classified as salaried exempt employees will accrue compensatory time based on the Fire Department's established 56-hour weekly schedule, rather than the standard 40-hour calculation applicable to other exempt employees. Battalion Chiefs may accumulate up to a maximum of 96 hours of compensatory time. Compensatory time must be used within 12 months of accrual, and any unused comp time will be forfeited after this period. Compensatory time is not wages, cannot be cashed out during employment, and will not be paid upon separation from City employment. All other provisions outlined above for exempt employees regarding the usage and conditions for compensatory time remain applicable.
7. Battalion Chiefs within the Fire Department who are classified as salaried exempt employees will accrue compensatory time based on the Fire Department's established 56-hour weekly schedule, rather than the standard 40-hour calculation applicable to other exempt employees. Battalion Chiefs may accumulate up to a maximum of 96 hours of compensatory time. Compensatory time must be used within 12 months of accrual, and any unused comp time will be forfeited after this period. Compensatory time is not wages, cannot be cashed out during employment, and will not be paid upon separation

from City employment. All other provisions outlined above for exempt employees regarding the usage and conditions for compensatory time remain applicable.

7.15 PUBLIC SAFETY MUTUAL AID DEPLOYMENT

Public Safety employees deployed for non-military mutual aid or support operations will be compensated based on actual hours worked, including authorized travel time. Employees must accurately record their working hours in Dayforce, from their departure from the deployment location through their return from deployment. While on assignment, employees should clock in when actively engaged in authorized travel or assigned duties and must clock out upon dismissal from their duties each day. Employees are not compensated for downtime or off-duty hours during the deployment period, unless they are specifically required to remain on active duty or standby by the city.

CHAPTER 8 - GENERAL POLICIES AND PROCEDURES

8.1 EMPLOYEE EVALUATION SYSTEM

The Human Resources Department will, at the direction of the City Administrator, maintain a comprehensive employee performance evaluation system that recognizes satisfactory and superior employee performance and provides direction and guidance to employees whose performance is less than satisfactory. Employee performance evaluations will be conducted annually by each department under the supervision of the Department Head and supervisors. Employees will have the opportunity to provide comments on the evaluation form and will meet with their supervisor annually to establish goals. Support forms will be utilized as a means for dialogue between the employee and management.

Department Heads will review employee performance evaluations for consistency and to ensure proper application of evaluation standards for each employee. The Human Resources Department shall publish a timeline for employee evaluations based on an annual schedule. The failure to submit an evaluation after notice may subject the Department Head to counseling or disciplinary action. Employee performance evaluations shall be included in the employee's personnel file. The City Administrator and Assistant City Administrator will conduct annual performance evaluations of their respective Department Heads.

8.2 HOURS OF WORK

A. Regular Working Hours

The City Administrator, in conjunction with the Department Heads, shall establish the hours of work for each position. The normal work period for full-time non-exempt City employees shall consist of not less than forty (40) hours within seven (7) calendar days. The official workweek for City employees is defined as seven consecutive 24-hour periods, beginning at 12:01 AM on Saturday and ending at midnight the following Friday. The City Administrator shall have the discretion, based on staffing levels, to establish a flexible work schedule in accordance with the department's needs. See Section 8.3 of this Employee Handbook for further information on flexible work schedules.

B. Lunch Period

A lunch period of either thirty (30) or sixty (60) minutes shall be provided to all employees except in cases of emergency. For non-exempt employees, meal breaks are unpaid, and employees should "clock out" on their time sheets when taking meal breaks. The lunch period will be deducted from the number of regular hours scheduled for an employee's normal workday. The duration of the lunch period for specific employees, work sites, or crews shall be determined by the Department Head, with the approval of the City Administrator, and in accordance with all provisions of the Fair Labor Standards Act. Non-exempt employees should not perform any work during an unpaid meal break. If your meal break is interrupted so that you are unable to take at least 30 minutes of uninterrupted leave, notify your supervisor or the Human Resources Department. Tennessee state law requires that employees be provided with a thirty (30) minute unpaid meal or rest period if scheduled for six (6) consecutive hours, except in workplaces where, by their nature of business, ample opportunity to rest or take an appropriate break is provided. The failure to provide a thirty (30) minute meal or rest period is a violation of state law. (*TCA § 50-2-103 (h)*).

For exempt employees, while a lunch period is available, they are not required to take one due to their salaried status, allowing for greater flexibility in managing their work and meal times as their schedule and work demands dictate.

C. Breaks

If conditions permit, two (2) breaks, not to exceed fifteen (15) minutes each, are authorized each day. For non-exempt employees, these short breaks are paid breaks, and employees should not “clock out” on their time sheets during them. One break is allowed during the first half of the day, and another during the second half of the day. At the department head's discretion, an employee may take their break during their lunch period. It is the supervisor's responsibility to ensure this privilege is not abused. Employees who abuse this privilege by taking unauthorized or excessive breaks may be subject to disciplinary action.

D. Lactation Breaks (Pump Act Compliance)

In accordance with the federal Providing Urgent Maternal Protections for Nursing Mothers Act (“PUMP Act”) and other applicable law, the City of La Vergne will provide reasonable break time for an employee to express breast milk each time such need arises, for up to one (1) year following the birth of the employee’s child.

The City will also provide a private space, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public for expressing breast milk. Departments should coordinate with the Human Resources Department to identify and arrange appropriate space.

For non-exempt employees, lactation breaks will be unpaid unless the employee is not fully relieved of duty during the break, in which case the time will be treated as hours worked under the Fair Labor Standards Act. Lactation breaks may run concurrently with otherwise available paid rest breaks or meal periods, when practicable. For exempt employees, reasonable lactation breaks will not result in any reduction of salary.

Employees needing lactation accommodation should contact the Human Resources Department for assistance with space arrangements, scheduling coordination, or questions regarding this policy. Lactation accommodations are also addressed under the City’s pregnancy accommodation policy in Section 9.10 Flexible Work Schedules.

8.3 FLEXIBLE WORK SCHEDULES

Dependent upon job requirements and job function, certain City employees may be considered for alternative work scheduling on a case-by-case basis. Consideration will apply only when creative work schedules accomplish both work and personal goals and provide appropriate coverage for individual department operations.

Several alternative work schedule options are available to employees:

- Flextime, in which an employee works eight hours per workday, but there is flexibility in an employee's set scheduled starting and ending times.
- Compressed workweeks in which an employee works 10 hours per workday, reducing the workweek to four days a week.

The city administrator, department head, or supervisor, in conjunction with the human resources department, is responsible for identifying if any of the staffing options are workable within the department. This may include determining whether the entire department or an entire shift must convert to one or more of the above alternative scheduling options. To determine whether an employee's request for an individual alternative work schedule is appropriate, the director/manager must assess the impact and the outcome in terms of

production, quality, and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, the City, and the employee.

Upon approval of a flexible work schedule, a six-month trial period may be applied to assess the impact and effectiveness of the arrangement. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter to ensure continued success. The arrangement may be rescinded for any reason by the City. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her director/manager.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. For a flexible work schedule to be approved, the employee must have a satisfactory attendance record, meet all performance expectations in his or her current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing disruption to performance and/or service delivery to the citizen or City function.

8.4 HYBRID (REMOTE/IN-OFFICE) WORK POLICY

The City of La Vergne recognizes that remote and hybrid work arrangements offer increased flexibility for employees, which can enhance productivity while maintaining the operational efficiency of the City. This policy establishes guidelines and procedures for employees approved for hybrid or remote work, ensuring that both the City's needs and the employee's performance expectations are met.

A. Purpose and Scope

The Hybrid (Remote/In-Office) Work Policy is intended to define the expectations, guidelines, and approval processes for employees who work remotely or in a hybrid arrangement. While remote work is not guaranteed, it offers benefits such as increased productivity and a flexible work-life balance. This policy ensures that such arrangements align with the City's operational goals and legal standards.

This policy applies to all **full-time employees** eligible for remote or hybrid work arrangements. Approval is contingent on job suitability and the operational needs of the department. Department Heads, Supervisors, and Human Resources will collaborate to determine which positions qualify for remote or hybrid work.

B. Policy Statement

Remote work is allowed when it aligns with operational needs, does not disrupt service delivery, and supports productivity. Hybrid work is typically structured in a 3-out-of-2 arrangement, with employees working up to three days remotely and a minimum of two days in the office each week. The arrangement may vary based on employee performance and the specific needs of the department. Remote work is considered a temporary arrangement, typically for addressing emergencies, special projects, or short-term needs.

In emergencies such as public health crises or natural disasters, the City may implement remote emergency work arrangements to ensure continuity of operations. These arrangements will be reviewed periodically and are subject to change based on evolving circumstances.

The hybrid or remote work arrangement is not a right but a privilege, contingent on meeting performance expectations and operational requirements. Supervisors and Human Resources will

monitor the employee's ability to meet performance standards while working remotely or in a hybrid capacity.

C. Definitions

1. **Hybrid Work:** A work arrangement where an employee divides their time between the office and working remotely, with an expectation of working three days remotely and two days in-office each week.
2. **Remote Work:** A work arrangement where an employee completes job duties from a location other than the office (e.g., home) during scheduled work hours.
3. **Emergency Remote Work:** A temporary arrangement implemented due to emergencies, such as public health crises or natural disasters, to maintain operational continuity.

D. Eligibility and Suitability

Positions that are primarily office-based or computer-driven are better suited to remote work. For example, administrative roles, clerical support, and positions that involve project-based or team-driven work may be eligible for remote work arrangements. The key factor is whether the role's duties can be effectively performed remotely without impacting service delivery or the employee's performance.

While some positions are eligible for hybrid work arrangements, others that involve direct service to the community or require frequent in-person interaction with the public are not. Ineligible Positions include, but are not limited to:

1. **Public Safety** - (Sworn police officers, Fire personnel that are exempt - hourly, and Emergency Communications Specialists)
2. **Public Works** – All Laborers and Fleet
3. **Parks and Recreation and Maintenance** – All Laborers
4. **Customer Service** – Front-facing customer service (Water Billing, Court, Tax, Reception, Administrative Assistants in departments with citizen interactions)

These positions require a physical presence in the community or at the workplace due to the nature of their work and responsibility for providing direct services to residents and businesses.

Employees who have an active **Final Written Warning** are not eligible for remote work of any kind. Department Heads, in collaboration with Human Resources, will review each position to assess its suitability for hybrid or remote work based on the role's specific duties.

Any position where the employee is the sole point of contact for critical services or citizen interaction, or where the role is integral to the City's daily operational needs, will not be eligible for remote work. This ensures that service delivery remains uninterrupted and that the City's commitment to high-quality public service is maintained at all times.

E. Procedures

Employees requesting remote or hybrid work must submit a written request by email to their Supervisor, outlining the proposed work schedule, the justification for the arrangement, and the expected benefits for both the employee and the organization.

For requests related to remote work, the written email request will go straight to the supervisor and/or Department Head for review and approval.

For hybrid-work requests, supervisors will review them, considering the employee's performance and departmental needs. If the Supervisor supports the request, it will be forwarded to the Department Head for further review. If supported by the Department Head, it should be forwarded to the Human Resources Department to ensure the request complies with the City's policies, and the final decision will be made by the Department Head in conjunction with the City Administrator.

Upon approval, a Hybrid Work Agreement will be signed by the employee, Supervisor, and the Director of Human Resources. The agreement will define the work schedule, performance expectations, communication guidelines, and any necessary equipment and security protocols.

Employees working remotely or in a hybrid arrangement are expected to maintain regular business hours or their assigned schedule and remain accessible during those times. Employees may be asked to come into the office on short notice, depending on business needs.

Non-exempt employees must follow all timekeeping policies, and overtime must be pre-approved. Supervisors will monitor employee productivity and may request regular status updates.

8.5 TRAINING

Employees are encouraged to take advantage of the City's education and training benefits to improve their job skills and qualify for promotions. These benefits are limited to training and education relevant to the employee's current position or determined by management to provide expanded skills and abilities to contribute to the goals and objectives of the City of La Vergne.

These benefits will be available to all employees on a first-come, first-served basis, subject to the availability of budgeted funds provided annually by the Board of Mayor and Aldermen during the budget process, and upon the prior approval of their Department Head and City Administrator.

A. Training Requests

Requests for education and training may be initiated by either the employee or the Department Head. The Department Head is responsible for working with their subordinate to identify training opportunities that would be of value to the department and the City and to notify employees of the opportunity to gain additional training. The employee shall also share the responsibility for training by notifying his/her supervisor and Department Head of training opportunities that would be of value to the employee and the department.

The City Administrator and the respective Department Head will authorize or require employee attendance and participation in conferences, seminars, workshops, or other functions of a similar nature intended to improve or upgrade the employee's job skills.

Requests to attend training sessions, when possible, should be made at least ten (10) days prior to the registration deadline. The Department Head must have a process to ensure that all employees in their department have an equal opportunity to complete training classes. The City Administrator, upon the Department Head's recommendation, will determine who will attend training sessions, subject to verification of available fiscal resources.

When a request for training is approved, the City will cover the employee's costs for registration, tuition and publications, transportation, lodging, and other reasonable expenses.

Non-exempt employees will be paid for compensable training time in accordance with federal law.

B. Training Reimbursement Agreement

Employees in specific roles that involve significant investment in equipment and training costs will be required, upon hire, to sign a training reimbursement agreement. This agreement will outline the terms and conditions for repayment if the employee voluntarily leaves before fulfilling the terms of the agreement. The Director of Human Resources is authorized to sign the training reimbursement agreements on behalf of the city.

8.6 WORKPLACE SAFETY

Workplace safety is everyone's responsibility. As part of the safety management plan, the City, its management, and employees are responsible as follows:

A. Management Commitment

The City will maintain a Safety Committee composed of staff-level representatives from different departments. A senior Safety Advisory Committee, if needed, may be composed of the City Administrator and all Department Heads and may be available to provide guidance, recommendations, and oversight to the Safety Committee. The Committee will have, but not be limited to, the following responsibilities:

1. Provide recommendations for necessary safety equipment to perform assigned work in a safe manner.
2. Provide recommendations on the elimination of known hazardous conditions at City work sites.
3. Provide recommendations on training in accident prevention and promoting safe work practices.
4. Provide recommendations on the establishment of appropriate rules for safe conduct of City employees while on duty.

The Director of Human Resources or their designee acts as Chairman of the Safety Committee and is appointed as the City Safety Director for coordination and reporting to OSHA, TOSHA, and other regulatory safety agencies.

B. Employee Responsibility

1. Employees will follow prescribed safety rules and regulations provided for their benefit. Each employee is responsible for using all safety equipment and devices provided by the City in performing required job duties. Employees will identify safety issues and perform each work assignment or task in a safe and responsible manner. If an accident occurs, the employee must immediately complete an employee's report of accident/injury and report the incident to management.
2. The employee is responsible for ceasing work immediately and causing the stoppage of work of other employees if the operation of unsafe equipment or an unsafe working environment exists.
3. The appropriate corrective measures will be undertaken by a leader to remove the unsafe work conditions or cause the repair of unsafe equipment. Under no circumstances should an employee be directed by a leader to continue working at an

unsafe worksite or to operate unsafe equipment until the unsafe condition has been properly addressed.

4. Failure to report an unsafe condition or piece of equipment properly may result in disciplinary action.
5. Failure of any employee to respond properly to correcting an unsafe workplace condition or unsafe piece of equipment may result in disciplinary action.
6. Should an unsafe work site or equipment condition cause a disruption in completing the task, the leader will immediately reassign the employee to other duties until such time as he/she may continue required work to complete the assigned task.

C. Reporting On-the-Job Accidents and Injuries

1. **Reporting On-the-Job Accidents and Injuries** – Any employee involved in an accident or injury on the job, however slight, shall immediately report the accident or injury to his/her supervisor, Department Head, Human Resources, or other responsible City official, such as the Safety Director. Failure to report an accident or injury may result in delaying proper medical treatment of the injury sustained by the employee and could result in the denial of a claim for compensation. Failure to report an on-the-job accident or injury, however slight, may result in disciplinary action.
2. **Emergency Medical Treatment** – If an employee is injured to the extent that emergency medical treatment is required, the employee will be transported immediately to a local physician or local major health care facility emergency room for treatment.
3. **Completion of Accident Report** – The employee will immediately complete an Employee's Report of Injury/Accident through his/her supervisor or the Human Resources Department. Failure of the employee to properly complete the report may result in disciplinary action.

The supervisor and Department Head are responsible for providing the Director of Human Resources with a copy of the Employee's Report of Injury/Accident within 24 hours of the accident or injury. The supervisor or Department Head must investigate the injury/accident immediately if possible and complete a Supervisor's Accident Investigation Report providing sufficient information concerning the contributing factors, possible unsafe work conditions, eyewitness accounts, and other related information. If applicable, the associated Accident Witness Statement report must also be completed in correlation with the Supervisor's Accident Investigation Report. The Human Resources or Safety Director, upon receipt of the Employee's Report of Injury/Accident Report, shall file appropriate reports with the City's official workers' compensation insurance carrier and other state and federal occupational safety organizations, such as OSHA and TOSHA, if required.

D. Safety Rules

Each department may develop specific safety rules pertinent to its respective department. Safety rules shall be submitted to the City Administrator and Safety Director for review and approval prior to implementation. Approved departmental safety rules have the same force and effect as these Personnel Regulations.

8.7 PERSONAL CONDUCT

All City of La Vergne employees play a vital role in shaping our community's perception and reputation. Everyone's actions, both on and off duty, have the potential to reflect upon the entire organization and the city at large. To ensure the highest standards of personal and professional integrity, employees must be mindful of their conduct and the impressions they create.

Employees are ambassadors for the City and should always prioritize ethical behavior, respect for others, and the overall betterment of our community. Avoidance of conflicts of interest, refraining from actions that could be seen as unfavorable or harmful to the City's image, and ensuring that personal biases do not interfere with professional responsibilities are paramount. Communication with residents, elected officials, and co-workers should always be approached with courtesy, understanding, and professionalism.

8.8 INSUBORDINATION

Insubordination refers to the act of willfully disobeying or showing disrespect towards authority figures within the City, including supervisors, department heads, or any designated official. Such behavior undermines the integrity of our work environment and disrupts the effective functioning of city operations. It is essential for all employees to maintain a professional attitude and show respect for their superiors and the directives given to them. Actions considered insubordinate include, but are not limited to, refusal to perform tasks assigned as part of one's job duties, verbal or non-verbal gestures that show disrespect, and any form of communication that undermines the authority of supervisors or city policies. The City will not tolerate insubordination, and incidents will be addressed promptly and may result in disciplinary action, up to and including termination of employment. We encourage open communication and the expression of concerns or disagreements in a respectful and constructive manner through appropriate channels to foster a positive, cooperative work environment.

8.9 PERSONAL APPEARANCE

Your appearance and attire contribute to our professional environment. Dress appropriately for your role. Due to regular interactions with colleagues and the public, maintaining good personal hygiene, including mindful use of fragrances and oral care, is essential. Some roles may have specific dress or uniform requirements. Always aim for a respectful and polished presentation.

A. Maintenance Uniforms

1. In departments where Maintenance Uniforms are provided, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat and in good repair. A standard uniform consists of a shirt, pants, a jacket/coat, and safety boots or safety shoes.
2. Uniform attire can include the wearing of shorts if the forecasted temperature in La Vergne for the day is to exceed 70 degrees Fahrenheit. Uniforms, including shorts, will be provided by the city and rise no higher than 2 inches above the knee while standing. No other substitutions will be accepted.

B. Police and Fire Uniforms

1. For police officers and firefighters, there will be an allowance allotted for those employees required to wear uniforms, and it is specific to their respective departments.

C. Administrative Personnel

1. Administrative personnel are expected to dress in a professional manner and project a positive image of the City. Jeans may be worn as long as they are not torn or frayed and are in good condition. Business casual dress or City logo'd clothing is expected when meeting with vendors, partners, at official city meetings, or for other special occasions.
2. Only for special events sponsored by the city, if the forecasted temperature in La Vergne for the day is to exceed 70 degrees Fahrenheit, the City Administrator can approve the

wearing of shorts. Shorts cannot rise more than 2 inches above the knee while standing and must follow the guidelines listed below.

D. Dress Code Guidelines

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest, or buttocks. Clothing should not be too revealing.
2. Clothing should be free of sexually related references, foul language, or messages that suggest or promote the use of illegal drugs or alcohol.
3. Employees may not wear halter tops, beachwear, T-shirts (without city logos), sports jerseys, or shorts.
4. Leggings and other form-fitting pants are permissible when worn professionally and modestly. Tailored leggings, which offer a more structured and polished appearance, are preferred. Ensure that they are opaque and paired with a top that extends at least to the mid-thigh. Always consider the overall appearance to ensure it aligns with the professionalism and standards of our workplace environment. Avoid overly casual or revealing combinations.
5. Avoid wearing athletic or workout-specific clothing during work hours. Clothing should be free from graphics or designs that might be considered inappropriate or overtly attention-grabbing in a professional setting. Ensure your attire maintains the professional and respectful standards expected in our workplace.
6. Every Friday, or the concluding day of a workweek during holiday weeks, the City Administrator permits a more relaxed dress code, including sports jerseys and T-shirts. Please note that the other clothing restrictions mentioned earlier still apply today.
7. Body piercing jewelry can be worn on the ears and nose areas if it does not interfere with the conduct of job safety. No other areas of the body should be visible with body-piercing jewelry.
8. Tattoos on arms, hands, legs, and feet shall not be offensive and in keeping with a professional image.
 - i. You must cover any tattoos on your face, neck, head, lips, and eyelids unless medically prescribed cosmetic tattoos have been applied and have a natural appearance.
 - ii. You are not allowed to show tattoos that are racist, derogatory, sexist, extremist, or indecent.
 1. Racist Tattoos: Degrades or demeans a person based on race, ethnicity, or national origin.
 2. Derogatory Tattoos: Degrades or demeans a person or group of people based on religious affiliation, lawful group identity or family affiliation.
 3. Sexist Tattoos: Advocates a philosophy that degrades or demeans a person based on gender.
 4. Extremist Tattoos: Affiliated with, depicting, or symbolizing extremist philosophies, organizations, or activities.
 5. Indecent Tattoos: Offensive to modesty, decency, propriety, or professionalism.
9. Clothing and grooming styles dictated by religion or ethnicity are exempt. Please see your Human Resources Representative for exemption documentation.

E. Dress Code Violations:

1. Department Heads or supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes.
2. Repeated violations may result in disciplinary action being taken up to and including termination of employment.

8.10 USE OF CITY VEHICLES AND EQUIPMENT

A. General Policy Statement

Employees whose work involves assignments at locations within the City of La Vergne may be assigned a vehicle for use in carrying out those assignments. Employees are to avoid the use of such vehicles for personal use except as provided herein.

B. Regarding City-Owned Vehicles That Are Driven Home

With the approval of the City Administrator, certain employees whose departments are involved in activities “in the field” may be permitted to take a City vehicle home and are therefore authorized to commute to and from work in their assigned vehicle. Reasons for authorizing a take-home vehicle include, but are not limited to, those employees whose duties are “in the field”; employees who are routinely called upon to perform their job duties outside normal working hours; or employees whose job requires them to respond to situations which may threaten the health, safety, or well-being of the citizens of La Vergne.

City employees who are assigned and authorized to drive City vehicles home may make certain de minimis stops to and from work in a city vehicle that does not materially increase the number of miles a vehicle is driven and may, with permission of their supervisor, carry as passengers, members of their households when the City employee has no other reasonably convenient means to transporting those persons. For example, employees may take the time to pick up or drop off family members to school or daycare as necessary. Non-family members are prohibited from traveling as passengers in City vehicles unless unique circumstances require it and only after the employee’s supervisor grants permission on a case-by-case basis.

In accordance with Internal Revenue Service rules and regulations, personal use of a City vehicle may, depending upon the type of vehicle and type of personal use, be subject to taxation. The City will follow applicable IRS guidelines in taxing personal use of a City-owned vehicle.

City employees will not operate an assigned take-home vehicle outside of a 50-mile driving distance from City Hall, 5093 Murfreesboro Road, La Vergne, TN 37086. Employees who meet the criteria above that live outside this distance may be authorized to commute to and from work in their assigned city vehicle at the discretion of the City Administrator. City vehicles will be parked in a secure location on private property and locked when not in use.

C. On Call Personnel

With the approval of the City Administrator, Department Heads may permit “On Call” personnel to use their vehicles while off duty if it is in the Department’s best interests to ensure immediate emergency response and communication. The designation of “on-call” shall be determined by Department Heads as necessary to meet departmental goals.

D. Reporting Vehicle Accidents or Damage

All employees who operate a municipal vehicle or piece of equipment shall immediately report to their supervisor or Department Head any vehicle or equipment accident or damage incurred while operating said vehicle and shall remain at the scene. A crash report is required for all accidents by law enforcement when the suspected damage is greater than \$400.00 or another vehicle was involved. An accident involving the La Vergne Police Department requires an accident report from another law enforcement agency. The employee will complete an Accident Report Form that describes in sufficient detail how the accident occurred. The supervisor or Department Head will complete a Vehicle Investigation Report. These reports must be forwarded to the Director of Human Resources within 24 hours. Additionally, all accidents are reviewed monthly by the Accident Review Board as described in Section 13.5. Failure to report an accident or damage to equipment, regardless of fault or severity of damage to the vehicle or piece of equipment, will be subject to disciplinary action, up to and including termination.

E. Damage to Third Party or Other Private or Public Property

In the event an accident or damage is incurred involving another party or private or public property, the employee will request an officer from the La Vergne Police Department or another appropriate law enforcement authority to complete an accident report that describes the accident in sufficient detail.

The employee will also complete a Property Damage/Loss Report that describes the incident. The supervisor or Department Head will investigate the incident and complete a Supervisor's Property Damage Investigation Report. These reports must be forwarded to the Director of Human Resources and City Administrator within 24 hours.

F. Employee Negligence/Safety when operating a City Vehicle

After investigation of an accident, if it can be demonstrated that the employee operating the vehicle or piece of equipment was negligent in operation of the vehicle or piece of equipment or in violation of motor vehicle regulations, operational safety rules, departmental guidelines, or City policy, the employee may be subject to disciplinary action. The employee will comply with all posted and written traffic control rules and regulations. The driver and all passengers in the vehicle will use seat belts. The employee is the only authorized driver of the city's vehicle. Under no circumstances will the vehicle be operated when the employee is under the influence of alcohol or medication that could affect the ability to operate the vehicle. No alcoholic beverage, beer or liquor, open or closed, may be carried or transported in a take-home city vehicle. All accidents, traffic violations, or acts of vandalism will be immediately reported to the employee's supervisor. As provided by State law, all employees are expected to use "hands-free" equipment when using mobile telephones while operating a City vehicle. Otherwise, employees may only use wireless telecommunications devices when City vehicles are safely parked.

G. Driving Records

Any employee who is required to drive a City vehicle and/or operate City machinery that requires a license, as a condition of employment, must possess and maintain a valid Tennessee Driver's or Commercial Driver's License. If the license becomes invalid for any reason, including denied, expired, restricted, suspended, or revoked, the employee must inform their supervisor before reporting to duty on the next scheduled shift. Proper notification will allow the City to provide an accommodated role pending the license's recertification. Failure to do so will result in corrective action, up to and including

separation of employment. The City of La Vergne will conduct a periodic review of employees' driving records.

H. Traveling on Official Business:

Traveling on City Business includes trips to conferences, conventions, workshops, seminars, education and training courses, forums, and other City-related business meetings. City vehicles should be used whenever available for official business, and prior notification and permission are required before a vehicle is taken out of the State of Tennessee. Reimbursement for parking, tolls, and justifiable repairs to the City vehicle will be provided if documented with accurate receipts. Travelers may use a City fuel card for gas purchases while traveling in a City vehicle.

I. Traffic Violations:

All traffic violations (parking tickets, speeding tickets, etc.) while operating a city-owned vehicle are the responsibility of the operator at fault and not the City of La Vergne. The operator at fault is responsible for paying all fines and fees related to traffic violations. These payments are non-reimbursable by the City of La Vergne.

J. Good Judgment:

City employees are expected not to abuse the use of City vehicles and to exercise good sound judgment when using them after hours, on holidays, and on weekends, recognizing that they represent the City of La Vergne. The City Administrator may make any necessary exceptions to this policy if circumstances fail to address or ineffectively address the given situation

8.11 ATTENDANCE AND PUNCTUALITY

Consistent attendance is crucial for City employees. However, the City acknowledges that unforeseen circumstances may result in absences. For such instances, a range of leave options is provided.

To ensure smooth and consistent daily operations:

- 1. Advance Notice:** Whenever possible, employees should request leave at least 24 hours in advance.
- 2. Unexpected Absences:** In cases of sudden illnesses or emergencies, it's imperative to inform your supervisor prior to the start of your shift. Specific departments may have additional notification protocols.
- 3. Unauthorized Absences:** If an absence occurs without prior notification or lacks a satisfactory explanation, it's classified as an 'absence without leave.' This may result in disciplinary action at the City's discretion and can impact the accrual of paid leave for the month.
- 4. Timeliness:** Employees should arrive and be prepared to commence work at the beginning of their designated workday or shift and stay until its conclusion unless prior arrangements are made.

Please refer to the "Holidays and Leave" section in the Handbook for comprehensive details on leave policies. Note: Legally protected absences won't be subjected to progressive discipline, but specific notifications and documentation may be required as outlined in the Handbook.

8.12 EMPLOYEE JOB ACTIONS

While employees have the right to join labor organizations, all union activity is to be conducted off City property and outside working hours. City equipment and materials are not used to conduct union business.

No employee of the City of La Vergne shall be a party to participate in or instigate a strike against the City. Employees are prohibited from being a member of, or soliciting any other employee to join, any labor union that authorizes the use of strikes by municipal employees.

8.13 SOLICITATIONS PROHIBITED

Unauthorized solicitation of employees on the premises is strictly prohibited. This prohibition applies both to employees and persons outside the City. Solicitation of gifts (for such occasions as birthdays, resignations, retirements, weddings, and births) is considered authorized. It should be emphasized, however, that no pressure is to be placed on any employee to make any contributions. Upon approval and at the discretion of the Department Head, solicitations for fundraising purposes only may be allowed. These materials may not be distributed and may only be left in common or break areas for viewing at the employee's leisure.

8.14 PERSONAL PHONE CALLS

Using the office telephone during regular work hours for personal calls, except in emergencies, is discouraged. Personal calls that must be made or received during business hours are permitted, provided they are kept to a minimum and do not interfere with the employee's work. Calls should be made during breaks or lunchtime when possible.

Emergency phone calls may be made or received at any time. Examples of emergencies include illness or severe injury to a member of the employee's family, changes to an employee's transportation home from work, or extreme weather conditions. Long, "personal" phone conversations on non-emergency matters may result in disciplinary action.

8.15 CELL PHONE AND DEVICE USE

A. Personal Cell Phones and Devices

Employees should keep the use of personal cell phones, or other personal handheld communication devices, for talking or texting to a minimum so that their use does not interfere with the employee's work or the City's operations. Cell phones should be turned off or set to silent or vibrate mode during meetings, conferences, and in other locations where incoming calls may disrupt normal workflow. If an employee's use of a personal cell phone disrupts or reduces productivity, the employee may be subject to disciplinary action.

Employees are discouraged from using personal cell phones or devices (including handheld devices and personal computers) for purposes of conducting City business, including engaging in communications related to City business, and/or storing data, documents, or communications relating to City business. Employees should be mindful that, to the extent they use their personal cell phones or devices to conduct City business, their personal devices may be subject to retrieval and search by the City and/or third parties during an internal or external investigation or litigated matter.

B. Business Cell Phones and Devices

The City may provide and assign City-owned cell phones to employees when it will enhance employee productivity and provide a higher level of service. Business cell phones are typically provided to positions that require immediate and ongoing communication, such as management responsibilities, field operations, and emergency response. Business cell phones shall be used for

appropriate business purposes in the most cost-effective manner possible. Appropriate use may depend upon the nature of the employee's position and job duties.

The employee should limit personal use of City-issued phones to essential calls. The use of business cell phones and devices for essential personal business must be kept to a minimum and should not interfere with the conduct of City business. Department Heads may review records at any time to monitor appropriate use.

City cell phones and devices should not be used for routine personal communications and activities, or to store purely personal communications, contacts, data, photographs, or documents, or to engage in personal social media or internet activity or "app" usage.

Employees should be mindful that they have no expectation of privacy with respect to any usage of City cell phones or devices, and that their City cell phones and devices, including all content and related usage records, are subject to monitoring and audit (with or without notice to the Employee), and may be subject to retrieval and search by the City and/or by third parties during the course of an internal or external investigation or litigated matter. All content created, received, or stored on City-issued cell phones and electronic devices may constitute public records and may be subject to disclosure under the Tennessee Public Records Act.

City-issued cell phones and devices must be returned to the City upon termination. Access to City networks and systems (including through City cell phones and devices) may be restricted upon termination of employment or during periods of leave. The City is not responsible for any personal data or information lost because of the City's retrieval of, or restrictions placed on, a City cell phone or device.

C. Safe Usage of Cell Phones

In alignment with Tennessee's hands-free laws, employees operating City vehicles or equipment must not use handheld cell phones, whether personal or work-related, while driving. Additionally, avoid using cell phones while refueling city vehicles or equipment.

If cell phone communication becomes necessary:

1. Utilize hands-free accessories.
2. If hands-free options are unavailable or impractical, safely pull over to address the call.

Department Heads reserve the right to limit or prohibit cell phone usage during work hours if deemed a safety concern for employees, the public, or property. Adhering to these guidelines ensures safety and compliance with state laws.

8.16 USE OF CITY EQUIPMENT AND SYSTEMS

The City's computers, equipment, systems, and networks, including the Internet, e-mail, and other technologies, should be used to maximize the City's efforts in serving its citizens. Computers, computer files, software, Internet access, voice mail, and the e-mail system furnished to the employees are property of the City of La Vergne. The following rules must be adhered to by all people using computers, voice mail, and Internet resources.

A. Proper Use

All personnel of the City of La Vergne are responsible for using the City's computers and Internet resources in an effective, ethical, and lawful manner. City e-mail is for City business, and only

incidentally for personal use. Personal business should not be conducted using City email, as this may give the impression you are speaking for, or acting on behalf of, the City, with respect to such communications. Confidential information regarding the City and its operations or its personnel should not be provided using e-mail or shared with individuals outside the City's employment ranks. An employee must read and understand the Computer and Internet Use Agreement. Upon completion and approval by the IT Director, a username will be assigned when applicable.

B. No Offensive Usage

Employees are prohibited from using computers, the City's Internet, voice mail, and the e-mail system in any way that is disruptive or offensive to others because of race, sex, religion, ancestry, disability, or any other basis protected by law. Messages that harass or belittle an individual or group, contain threats, abusive language, obscenities, or sexually explicit material are prohibited unless used within a criminal investigation. Voice mail, electronic messages, or files containing prohibited material may be grounds for disciplinary action.

C. Security

No one may use loopholes or acts of subterfuge within the computer security systems or knowledge of a special password to damage computer systems, to compromise sensitive information, to obtain extra resources, to take resources from another user, to gain access to systems, or to use systems for which proper authorization has not been given. Users may not impersonate other individuals or misrepresent themselves. Employees should take care to protect passwords and should never provide passwords to anyone outside the City's employment ranks, and only to authorized individuals within the City's employment ranks. Care should be taken to make sure computers and devices are logged out, locked, and secured when not in use.

D. Solicitation

The Internet, e-mail, or voice mail should not be used to solicit others to promote personal events or causes, commercial ventures, religious or political causes, outside organizations, or other non-business matters. Employees are prohibited from uploading, posting, e-mailing, or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, junk mail, chain letters, pyramid schemes, or any other form of solicitation. No one may use the City's technological resources for personal financial gain by posting messages that promote the products or services of a local business or their own product or services.

E. Employer Access to Data/No Expectation of Privacy

Employees should not expect privacy when using City electronic systems and equipment. The City of La Vergne reserves the right to review email messages or listen to voice messages for any purpose. Computer activities, files, emails, and internet use may be monitored, searched, and reviewed by the City or its agents at any time. Violations of this policy may result in disciplinary action against employees.

F. Duplication or Downloading of Software

The City of La Vergne purchases and licenses the use of various computer software programs. Employees are prohibited from illegally duplicating software and its related documentation. Employees are also prohibited from downloading software from the Internet and/or other sources without the express written authorization of the IT Director.

G. Public Records

All city computer files, software, Internet access, voice mail and the e-mail system, and all contents thereof (subject to certain restrictions), may be demanded for reproduction under the Public Records Act.

H. Accuracy of Records / False Entries

Employees are responsible for creating, maintaining, and preserving accurate and complete City records in all forms, including electronic records, timekeeping entries, reports, emails, and any other documentation related to City business. Knowingly making a false entry in, or knowingly altering, deleting, or falsifying a government record may constitute a criminal offense under Tennessee law, including Public Chapter 495 (2019), and may be punishable as a Class E felony. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment, and may be referred to appropriate law enforcement authorities.

8.17 VAPE AND TOBACCO FREE WORKPLACE POLICY

The City of La Vergne complies with the Non-Smoker Protection Act of 2007, which prohibits smoking in all public places, including buildings, equipment, and City-owned vehicles. All employees who operate city-owned vehicles are prohibited from smoking or chewing tobacco products in the vehicle or on the piece of equipment. This includes other occupants who may be transported in vehicles.

- No person shall use tobacco products in a City-owned or leased facility or vehicle. Violators of this policy will be subject to disciplinary action.
- All aspects of this policy apply to the use of e-cigarettes (“vaping” or “vaporizing”), as well as to the use of all tobacco products, including dipping and chewing tobacco.

8.18 OUTSIDE EMPLOYMENT

Employees are required to complete an Outside Employment Authorization form for any position held with an employer other than the City of La Vergne, including self-employment or ownership interest in a business. Police officers who provide security-related duties for businesses or associations must provide proprietary security license or contract license information for insurance verification. The Department Head may recommend approval of outside employment to the City Administrator if the other position does not have any potential conflict of interest with the employee’s job with the City. The City Administrator has final approval of all outside employment. Employees who are granted approval for outside employment must sign a new agreement in January of each calendar year, even if they remain employed by the same outside employer.

8.19 EMPLOYEE AWARDS

Upon recommendations of any City leader and at the discretion and approval of the City Administrator, employee awards, including but not limited to safety awards, service awards, productivity awards, and retirement awards, may be presented to an employee in recognition of significant contributions made by that employee to the City service.

8.20 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City of La Vergne offers an Employee Assistance Program (EAP) to all employees and their dependents, whether full-time or part-time. Management may suggest using the EAP to help employees manage personal and work-related issues. EAP providers adhere to strict confidentiality standards outlined by federal law. Your EAP offers immediate and confidential support for any work, health, or personal concerns.

They can assist with stress, anxiety, parenting, family needs, and more. Contact your Human Resources department for additional information. Don't hesitate; you might be surprised by how much they can help.

8.21 PERSONAL ELECTRONIC RECORDING DEVICES

Personal electronic recording devices are prohibited.

8.22 SOCIAL MEDIA POLICY

Social media refers to various forms of electronic communication that allow users to create and share content, participate in virtual communities, register for and attend events, post comments, text chat, video chat, and otherwise interact with both known and unknown people through virtual means in a social manner. The term "social media" includes public and private websites where users establish relationships with other users and/or publish user-generated content. Examples of social media include social networking websites such as Facebook, TikTok, LinkedIn, Twitter, Instagram, internal web logs or "blogs," and Wikis such as Wikipedia. This list is not all-inclusive, as social media tools and platforms are already too numerous to list and will continue to be developed. Social media enables public and private enterprises (including the City) to build and enhance their brands, inform the public about their services, and interact with and provide immediate, valuable information to their customers. Social media also provides individuals with opportunities for personal expression and communication.

The City acknowledges employees' rights to privacy and free speech, which may protect social media activity conducted by its employees. The City has no desire or intention to intrude into, restrict, or censor employees' private and off-duty social media activity. However, employees must keep in mind that, even in their personal social media activity, they may be perceived by the public as representing the City, and that their online statements may negatively impact their City co-workers and customers and be detrimental to City operations. Employees should be aware that the inappropriate or irresponsible use of social media, including personal social media activity, may be deemed a violation of City policy and result in disciplinary action, up to and including termination. The purpose of this policy is to provide guidelines for City employees regarding social media use. Any questions about this policy should be directed to Human Resources.

A. Use of Official City Websites and Social Media Accounts

Use of social media is an important component of the City's public relations and communications strategy. Procedures have been established to develop and maintain the City's social media presence and to communicate with customers and the public through online resources. Only those employees approved by City management are authorized to speak on behalf of the City in any public medium. This includes, but is not limited to, radio, television, webcasts, social networking, and blogs. Employees may not create a social media account on behalf of the City without the written permission of the City Administrator. Violations of these policies regarding the use of official City websites and social media accounts may result in disciplinary action, up to and including termination.

B. Rules and Guidelines for Social Media Activity

The following guidelines apply to all social media activities by City employees, including personal social media activity.

1. Employees may not engage in personal social media activity during work time. This includes the use of City equipment and systems, as well as employees' personal devices for social media activity. Employees should keep in mind that the City retains the right to monitor employees' use of its equipment and systems (including internet use), with or without notice.

2. Employees may not create a social media account using their City work email address without approval from their Department Head and the City Administrator.
3. Employees may not post or comment on any social media sites as a representative of the City unless doing so is an express part of their job duties related to customer service, corporate communications, or marketing.
4. If an employee receives a request for public information via social media, the requester should be directed to the City Administrator or his designee to submit an official public records request in accordance with the Tennessee Public Records Act and City public records practices.
5. Employees who list their affiliation with the City in any way in connection with a personal social media account or posting (such as identifying themselves as an employee of the City or appearing in an a City uniform or otherwise in a context that discloses their affiliation with the City) should make clear that they are not speaking on behalf of the City by including a disclaimer such as “Opinions are mine, not my employer’s.”
6. If an employee lists or identifies the City as his or her employer on a personal social media profile, tags the City in a social media post or comment, includes a hyperlink to any official City social media page, or otherwise officially links himself or herself to the City on social media, that employee’s social media activity with respect to such accounts and posts will be held to a higher level of scrutiny under this policy.
7. Employees may not disclose confidential information pertaining to the City’s customers and vendors. Such confidential information would include, but is not limited to, customer or vendor account information and payment history. If you have any questions about what kinds of information constitute confidential and proprietary information under this policy, please discuss with Human Resources.
8. Employees may not disclose trade secrets or other confidential and proprietary information pertaining to the City’s business operations. If you have any questions about what constitutes confidential and proprietary information under this policy, please discuss them with a member of City management or Human Resources.
9. Employees should not use or display City trademarks (including logos) or copyrighted materials on personal websites.
10. Employees should not engage in hate speech or make threatening, harassing, discriminatory, defamatory, or maliciously false remarks about the City or City employees, customers, or vendors.
11. Employees should not post any material that violates the privacy rights of fellow employees.
12. Employees should not engage in social media activity that impairs or is disruptive of workplace operations or interferes with the job performance of City employees.
13. When discussing the City or its employees, customers, or vendors, employees should refrain from using abusive language.
14. If you engage in any social media activity which violates any City policy (including, but not limited to, making threats toward other employees, engaging in harassing or discriminatory conduct towards City employees, violation of the City Abusive Conduct Prevention Policy, insulting customers, disclosing confidential information of the City or City customers, or being insubordinate or disruptive of operations), you may be subject to disciplinary action pursuant to the terms of applicable City policies. In other words, if you violate City rules, you will be subject to disciplinary action as warranted based on the circumstances, notwithstanding the fact that the violation occurred within the context of personal online activity.

15. If the City becomes aware of social media activity indicating that you have engaged in fraudulent activity towards the City (such as misrepresenting the nature of a workplace injury or the reason you need to miss work), your social media activity may be considered as part of the City's investigation into whether you have committed misconduct warranting disciplinary action or for other relevant purposes such as determining applicable benefits.
16. Employees may be held responsible for social media activity that violates this policy even if they engage in such activity anonymously or under false names.
17. The City has many internal channels and options for employees to bring up concerns, issues, grievances, or complaints about workplace issues or terms and conditions of employment, and employees will not be subject to retaliation for bringing up such issues or complaints. The City accordingly encourages employees to address workplace issues through City internal channels rather than publicly on social media.

C. Social Media Networks

You are not obligated to join a co-worker's network or to "friend" a co-worker or supervisor; it is your right to choose how you will engage with City management and/or your co-workers via social media.

The following guidelines are specific to professional networks (e.g., LinkedIn):

- Do not feel obligated to join a professional network; it is your choice whether or not you join.
- Requests to join your network should be sent individually. You may not grant the network service provider permission to access your company's email address book to send requests to join your network.
- You are not obligated to join a co-worker's professional network or to invite co-workers to join your network.
- Any communications or postings that reference or could reflect on the City must comply with applicable protocols; you should confer with Human Resources if you have any questions regarding whether your activity on social media professional networks complies with this policy.
- All rules with respect to employee social media activity (as set forth above) are applicable to employee use of professional networks.

D. Enforcement and Disciplinary Action

The City respects your privacy and won't ask for your personal social media passwords or view your private activity without your permission. However, remember that the City has the right to monitor and review any public social media posts by employees. "Public" posts are not just those openly available, but also those shared or forwarded by an employee's connections. If an employee wants their content to stay private, they need to be mindful of their account's privacy settings and who they connect with.

If the City finds any social media activity that may breach this policy, the City will investigate the context and its impact on the City before deciding on appropriate actions. This could lead to a request to remove the content or even disciplinary action, including potential termination.

E. Legal Compliance

In enforcing this policy, the City will balance its employees' interest in free expression with the City's interest in effectively providing critical services to the public while maintaining a productive and

safe work environment for its employees. Nothing in this policy will be interpreted or applied to unlawfully limit or interfere with your rights under the First Amendment of the United States Constitution or any other applicable laws.

8.23 INCLEMENT WEATHER

At times, emergencies such as severe weather, power failures, or other non-weather-related emergencies can disrupt city operations. In such instances, the City Administrator will decide on the delayed opening and/or closure and may consult with the Mayor and Department Heads before making the decision. Official notification will come from the City Administrator and will be sent by email, posted on the city website, or the city's Facebook page.

A. Inclement Weather without Official Closing

Inclement weather does not usually guarantee the closure of city offices. Absence due to inclement weather requires you to make a personal judgment pertaining to your safety in traveling to and from work. Loss of work time for this reason may be charged to your accrued vacation, personal time off (PTO), or Comp time. If you have no accrued paid leave (excluding sick), the time is charged as leave without pay.

Employees who are unavoidably delayed despite their best efforts to arrive at work on time and who promptly inform their supervisor of the delay may not be required to use leave for the absence. The decision to mandate the use of accrued leave for late arrivals under these conditions rests with the supervisor. They will consider factors such as the intensity of the weather, the timeliness and clarity of the employee's communication, and the impact of the delay on city operations. This policy is designed to balance the importance of safety with the commitment to maintaining city services.

B. Official Closings due to Inclement Weather or other Non-Weather Emergency

The City Administrator will decide whether city offices will be closed on normal workdays due to inclement weather. Closing information will be sent by email, through Dayforce, posted on the city's website, and Facebook page. Each department should develop a notification process for its employees.

- If you are scheduled to work during an inclement weather closing, you will receive administrative leave – office closure pay for your regularly scheduled working hours during the period of closing.
- If you are among the critical emergency service personnel who must work, you will receive regular wages for the hours worked, plus administrative leave – office closure pay for the hours scheduled to work.
- If you are not scheduled to work during an inclement weather closing, **you will not be paid for the closing.**
- If you are on preapproved vacation, sick, or any other leave with pay during the declared times of closing, you will receive administrative leave – office closure pay and will not have to charge that time for your leave.
- For exempt employees, the expectation is to work from home during inclement weather conditions, as needed, ensuring continuity of city operations even when it's not feasible to physically report to work. This policy emphasizes the adaptability and responsibility of exempt employees to fulfill their duties outside the traditional office setting, especially during adverse weather conditions, while aligning with city guidelines and administrative approval processes.

8.24 ARREST OR CRIMINAL CHARGES

If an employee is arrested and/or charged with a crime, the City's policy is to place the employee on administrative leave with pay pending the results of an internal investigation. Decisions regarding disciplinary action, up to and including termination of employment, will be made independently of any court proceedings or the final outcome of the legal case. The City reserves the right to act solely on its internal findings and on their impact on workplace integrity and operations.

CHAPTER 9 - WORKPLACE HARASSMENT AND VIOLENCE

9.1 DISCRIMINATION AND HARASSMENT PROHIBITED

The City of La Vergne will not discriminate for decisions regarding hiring, termination, or any terms and conditions of employment based on race, color, national origin, religion, genetic information, pregnancy, age, military status, sex (including pregnancy, sexual orientation, and gender identity), disability, or any other category protected by law. Verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment, based on any prohibited criteria as described above, will not be tolerated; this includes, without limitation, acts of antisemitism. The intent of the offender is not considered, but the perception of an offended person will be considered.

Employees are expected to maintain a productive work environment free from harassing or disruptive activity, including threats of physical violence. No form of harassment, discrimination, or retaliation will be tolerated. This policy applies to all City employees, elected officials, appointed officials, part-time/temporary employees, contractors, and any other persons interacting with City employees in the workplace.

9.2 SEXUAL HARASSMENT

Sexual harassment, which is harassment directed at an individual because of their gender, is one form of harassment prohibited under this policy. The City of La Vergne will not tolerate sexual harassment and will take prompt action to investigate and resolve such complaints. Sexual harassment occurs when submission to sexual advances is a condition of employment; when submission to or rejection of sexual advances is the basis of an employment decision; or when the conduct of another based on gender has unreasonably interfered with an affected person's work performance or created an intimidating, hostile, or offensive work environment. Sexual harassment can be conduct directed toward a man or a woman by either sex and includes the following behavior:

- Any unwelcome physical interactions, including flirtatious behavior or advances.
- Making inappropriate sexual remarks, jokes, or comments.
- Making derogatory or suggestive remarks based on someone's gender.
- Displaying any inappropriate or sexually suggestive images or objects at the workplace.
- Sharing or sending inappropriate or sexually explicit communications, including emails, messages, or digital content.
- Harassment through virtual or electronic means, including but not limited to video conferencing, emails, and social media platforms.

Any employee who believes that an individual's actions or words in the workplace constitute unwelcome sexual harassment (or any other form of harassment or discrimination described in this Section) has a responsibility to report the situation as soon as possible. Multiple reporting options are available, including notifying a direct supervisor, the Human Resources department, or directly to the City Administrator.

Employees will not face retaliation for reporting concerns or participating in investigations. Training on harassment prevention, cultural sensitivity, and digital conduct is required annually for all employees, supervisors, and management to ensure compliance with this policy.

This policy will be reviewed and updated periodically to ensure compliance with federal and state laws.

9.3 ABUSE CONDUCT PREVENTION POLICY

The City has enacted this policy pursuant to the guidelines set forth in Tennessee Code Annotated, Section 50-1-503(b), to address and prevent abusive conduct in the workplace.

A. Statement of Commitment, Values, and Purpose

The City is devoted to creating a workplace where every individual feels valued and respected. We aim for excellence not only in our services but also in fostering an environment of collaboration, safety, and equality. Every employee deserves to be treated with dignity. We take all concerns about negative or inappropriate behaviors seriously and ensure they are addressed thoroughly. Rest assured, standing up against such behaviors will never have negative repercussions on you.

This policy safeguards all our employees, whether full-time or part-time, and extends to all City-sponsored events, programs, or activities. It also covers electronic communications. Your well-being is always our priority.

B. Definition of Abusive Conduct

Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive or unsafe work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets.
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace.
- The sabotage or undermining of an employee's work performance in the workplace.
- Engaging in hazing or any initiation process that may cause physical, mental, or emotional harm, discomfort, embarrassment, or degradation to employees in the workplace.

A single act generally will not constitute abusive conduct unless such conduct is determined to be severe and egregious.

Abusive conduct does not include:

- Disciplinary procedures in accordance with the adopted policies of the city.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns; or
- The non-abusive exercise of managerial prerogative.

C. Employer Responsibility

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are always exhibited and that complaints to the contrary are addressed in a timely manner. Supervisors will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations.
- Provide good examples by treating all with courtesy and respect.

- Ensure that all employees have access to and are aware of the abusive conduct prevention policy, and explain the procedures to be followed if a complaint of inappropriate behavior at work is made.
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates; and
- Respond promptly, sensitively, and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

D. Employee Responsibility

Employees shall treat all other employees with dignity and respect. No employee shall engage in threatening, violent, intimidating, or other abusive conduct or behaviors. Employees are expected to assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy. You should report all incidents of abusive conduct, whether you are the target of such conduct or observe others engaging in or being subjected to such conduct.

Employees should cooperate with preventative measures introduced by supervisors and recognize that a finding of unacceptable behavior at work will be dealt with through appropriate disciplinary procedures.

E. Retaliation

Retaliation is a serious violation of this policy and is strictly prohibited by the City. Retaliation includes any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment taken against an individual or group of individuals for exercising rights under this policy, reporting or opposing any form of misconduct, or participating in an investigation or proceeding related to a complaint. Examples of retaliation can include adverse changes to work assignments, denial of benefits, intimidation, or other negative actions that could deter a person from coming forward.

Any employee who engages in retaliation will be subject to disciplinary action, up to and including termination of employment. If you believe you have been subject to or have witnessed any form of retaliation, you are encouraged to report it immediately to Human Resources or any member of management. The City takes such reports seriously and will investigate allegations of retaliation promptly and thoroughly.

F. Training for Supervisors and Employees

From time to time, the City may require all supervisors and employees to undergo training on preventing abusive conduct. Attendance at any such training is mandatory and is a condition of employment.

9.4 HARASSMENT/DISCRIMINATION/ABUSIVE CONDUCT COMPLAINTS

The City deeply cares about the well-being and dignity of all our employees. If you ever feel subjected to harassment, discrimination based on protected traits, or abusive conduct, please step forward. Your voice matters. You can immediately approach your supervisor, the Human Resources Department, Department Head, City Administrator, or the City Attorney, depending on the circumstances. You're never expected to report your concerns to the person you believe is responsible for the distressing behavior. Your courage to come forward helps in maintaining our supportive work environment. Please be ready to share details to aid our thorough and prompt investigation. We strive to handle these matters with the utmost confidentiality, but please understand

that complete anonymity might not always be possible due to the need for a comprehensive investigation and Tennessee's open records laws. Retaliation for raising concerns in good faith is strictly prohibited. See Section 9.7, Tennessee Whistleblower Protection.

9.5 INVESTIGATING HARASSMENT/DISCRIMINATION/ABUSIVE CONDUCT COMPLAINTS

The Human Resources Department is the designated investigator of complaints under this Section. However, under certain circumstances, including but not limited to allegations made against the Director of Human Resources, the City Administrator, or the Board of Mayor and Aldermen, the City Administrator may designate another investigator, including an independent outside investigator.

The investigator will meet with the employee, any witnesses, the supervisor, any other members of management considered appropriate, and other individuals who may have relevant information. An investigation report will be prepared based on the findings from the investigation. The complaining party will be notified regarding the general outcome of the investigation (whether the complaint was corroborated and whether remedial action will be taken).

9.6 ACTION ON COMPLAINTS OF HARASSMENT/DISCRIMINATION

A. Determination of Wrongful Conduct

Based upon the investigative report, the investigator shall determine whether the conduct of the person against whom a complaint has been made constitutes harassment or discrimination in violation of City policy and/or applicable law. In making the determination, the investigator shall look at the record as a whole and at the totality of the circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining. The determination of whether harassment occurred will be made on a case-by-case basis. A written report of findings will be made in all cases, even if there was no evidence of harassment. The complaining party and accused will be notified of the completion of an investigation and the general conclusion; however, the details of the investigation, including the content of specific witness statements, or the details of any disciplinary action or other remedial measures taken because of the investigation, generally will not be shared with the complaining party, the accused, or other witnesses.

B. Disciplinary Action

If the investigator determines that the complaint of harassment is founded, the City shall take immediate and appropriate disciplinary action against the employee guilty of harassment, which may include a verbal warning, a written warning, a suspension, demotion, or a termination of employment, depending upon the severity of the matter and the circumstances surrounding the incident (s). A written record of disciplinary actions shall be maintained in the Human Resources Department's personnel file for each employee.

C. Anti-Retaliation Clause

Individuals who bring good faith complaints or who participate in the investigative process under this Section will not be retaliated against. Any such retaliation or harassment should be reported and will be dealt with immediately, and may be subject to disciplinary action.

D. Harassment by Non-Employee

When harassment is committed by a non-employee against a City employee in the workplace, the employee is obligated to report the behavior to their leadership. The City Administrator shall take whatever lawful action against the non-employee that is necessary to resolve the issue.

9.7 TENNESSEE WHISTLEBLOWER PROTECTION (T.C.A. § 50-1-304)

The City of La Vergne is committed to compliance with all applicable laws and to maintaining an ethical and lawful workplace. In accordance with the Tennessee Whistleblower's Law, T.C.A. § 50-1-304, the City strictly prohibits retaliation against any employee who, in good faith:

- Refuses to participate in or remain silent about illegal activities; or
- Discloses, threatens to disclose, or provides information or testimony regarding violations of state or federal law by the City or its employees.

Employees may report concerns to their supervisor, the Human Resources Department, the Department Head, the City Administrator, or the City Attorney. Employees are not required to report concerns to the individual involved in the alleged wrongdoing.

Retaliation against any employee for making a good faith report or for exercising rights under this policy is strictly prohibited. It will result in disciplinary action, up to and including termination. This policy is intended to encourage internal reporting and does not limit any employee's rights or remedies under state or federal law.

Concerns involving unlawful conduct, policies, or practices may be addressed through the procedures outlined in **Section 13.4 (Grievance Procedures)**. Complaints involving harassment, discrimination, or abusive conduct should be reported in accordance with **Section 9.4 (Complaint Procedures)**.

9.8 OBLIGATION OF EMPLOYEES

Employees are obligated to report instances of harassment. Employees are also obligated to cooperate in every investigation of harassment. The obligation includes, but is not limited to, coming forward with evidence, both favorable and unfavorable, for a person accused of such conduct; and fully and truthfully making written reports or verbally answering questions when required by an investigator. Employees are to refrain from making bad-faith harassment accusations.

Disciplinary action may be taken against an employee who fails to report instances of harassment, or who fails or refuses to cooperate in the investigation of a complaint of harassment, or who provides false testimony during an investigation. Employees are prohibited from interfering with or attempting to interfere with any departmental investigation. False allegations or statements made during any investigation will be dealt with on a case-by-case basis and, depending on the outcome, may result in disciplinary action.

9.9 WORKPLACE VIOLENCE

The City of La Vergne is committed to preventing workplace violence and to maintaining a safe work environment. Employees and customers are always to be treated with courtesy and respect. Violence, threats, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated. All weapons, and other dangerous or hazardous devices or substances are prohibited from City of La Vergne property, unless under the control of law enforcement or emergency personnel. City property includes, but is not limited to, buildings, parking lots, and City-owned vehicles. However, licensed firearms owners with carry permits may store weapons in their locked personal vehicles, provided they are secured and out of sight, in accordance with State law.

All threats of violence or actual violence, whether direct or indirect, are to be reported immediately to your immediate supervisor or any other member of management and may include law enforcement. This

includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

The City of La Vergne will promptly investigate reports of workplace violence, including suspicious individuals or activities. Anyone determined to be responsible for threats of or actual violence, or other conduct in violation of this policy, will be subject to prompt disciplinary action, up to and including termination.

Where warranted to protect employees and maintain a safe work environment, the City of La Vergne may seek injunctive relief under Tennessee law to restrain individuals who commit harassment against City employees, including non-employees and members of the public, as authorized by **Public Chapter 331 (2019)**. Employees who experience harassment, threats, or other conduct by any individual should promptly report the incident to their supervisor, the Human Resources Department, or other management personnel so the matter can be assessed and appropriate action taken.

Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before they escalate into potential violence. The City is eager to assist in resolving employee disputes and will not discipline employees for raising such concerns. Employees have the right to file a police report at their own discretion.

9.10 ACCOMMODATION OF DISABILITY AND PREGNANCY-RELATED CONDITIONS

Consistent with the City's Equal Employment Opportunity policy in Section 3.1, the City of La Vergne is committed to providing reasonable accommodations to qualified employees and applicants with disabilities, and to employees with known limitations related to pregnancy, childbirth, or related medical conditions, in accordance with the Americans with Disabilities Act (ADA), the Pregnant Workers' Fairness Act (PWFA), and other applicable law.

Employees who need accommodation should contact the Human Resources Department. The City will engage in a timely, good-faith interactive process with the employee to identify effective, reasonable accommodation that enables the employee to perform the essential functions of the job, unless doing so would impose an undue hardship on City operations.

For pregnancy, childbirth, or related medical conditions, reasonable accommodations may include, but are not limited to, more frequent breaks, modified work schedules, temporary light duty, the ability to sit or stand as needed, closer parking, job restructuring, modified equipment or workspaces, and private space for lactation as provided in **Section 8.2 (D)** of this Handbook.

The City will not require an employee to take leave, paid or unpaid, if another reasonable accommodation can be provided that would allow the employee to continue working, consistent with the requirements of the PWFA.

Each accommodation request will be evaluated on an individualized basis. Employees are expected to cooperate in the interactive process and may be required to provide appropriate medical documentation when permitted by law. All medical information will be treated as confidential.

Accommodation is generally intended to be temporary and will not permanently eliminate essential job functions. Regardless of any accommodation, employees are expected to meet applicable performance and conduct standards and to comply with all City policies.

If an accommodation cannot be provided without undue hardship, the City will notify the employee and discuss alternative options, which may include leave as provided under applicable law and City policy, including **Section 10 (Leave Policies)**.

9.11 REASONABLE ACCOMMODATION FOR RELIGIOUS BELIEFS

Consistent with the City's Equal Employment Opportunity policy in Section 3.1, the City aims to create a workplace that respects and considers employees' diverse religious beliefs, balancing these with operational needs. If a job responsibility conflicts with an employee's religious practices or beliefs, they can request a reasonable adjustment. To do this, contact the Human Resources Department. The Director of Human Resources will collaborate with employees to determine whether an adjustment can be made. It's essential that the employee provide all necessary details regarding their religious concerns. Not doing so might result in the request being denied.

Once the discussion between the employee and HR is concluded, the Director of Human Resources will let the employee know the decision on the adjustment. While we encourage employees to suggest possible adjustments, we might not always be able to offer the exact solution requested. If this happens, we'll explore other potential solutions. If no adjustments can be made, the employee will be informed.

CHAPTER 10 - HOLIDAYS AND LEAVE

10.1 HOLIDAYS

A. Legal Holidays

The following days shall be legal holidays for all regular employees of the City of La Vergne. If a holiday falls on a Friday, Saturday or Sunday, the Board of Mayor and Aldermen shall determine when the holiday will be observed on a case-by-case basis.

New Year's Day	January 1 st
Dr. Martin Luther King, Jr. Holiday	3 rd Monday in January
Good Friday	Friday before Easter
Memorial Day.....	Last Monday in May
Juneteenth (Freedom Day).....	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

B. Holiday Eligibility

To qualify for holiday pay, non-exempt employees must be in a paid role or on approved leave on both the day before and the day after the holiday. If a non-exempt employee takes sick leave on either of these days, they need a doctor's note to claim holiday pay. Those on workers' compensation are considered to be on paid leave. If a holiday falls on a non-exempt employee's usual workday due to shift patterns, they must be in a pay status on that day unless it's their regular day off.

10.2 LEAVE RECORDS

All types of leave, including vacation, sickness, military, and compensatory, operate on a calendar year basis. The HRIS Administrator or another designated Human Resources individual oversees leave balances. Employees must use the Dayforce platform for leave requests. To ensure pay, document any absence in Dayforce and submit before the pay period's end.

10.3 VACATION LEAVE

Vacation is accrued by all full-time employees on an hour-per-pay-period basis, beginning with the employee's hire date. A new employee shall accrue vacation leave from the date of employment, but will not be eligible to take vacation until completing ninety (90) days of continuous service. Vacation leave may be taken as earned, subject to the prior approval of the Department Head, who shall schedule leave in accordance with the department's staffing requirements.

A. Vacation Leave Accrual

The following chart outlines the vacation accrual rate by years of service. Vacation time will not accrue if an employee is on leave without pay or suspension without pay for more than fifty percent (50%) of the month. Employees who receive payments from workers' compensation or short-term disability are considered on administrative leave status and are not eligible to accrue vacation time. The

maximum amount of vacation leave that can be carried over for a 40-hour Employee is 240 hours per year. The maximum amount of vacation leave that can be carried over for a Fire Department 56-hour Employee is 336 hours per year. Any leave in excess of the maximum accrual cap must be used by December 31st of each calendar year, or those hours will be converted to personal time off (PTO).

The following accrual schedule applies to all Full-Time employees.

Full-time Regular Employees:								
	40-hour Employees				Fire Department 56-hour Employees			
Years of Service	Accrual Rate (hours) Per Pay Period	Annual Hours Earned	Maximum Accrual Cap Per Year	Work Days Off	Accrual Rate (hours) Per Pay Period	Annual Hours Earned	Maximum Accrual Cap Per Year	Work Shifts Off
0-5 years	3.08	80	240	10.00	4.62	120	336	5.00
6 years	3.38	88	240	11.00	5.04	131	336	5.46
7 years	3.69	96	240	12.00	5.46	142	336	5.92
8 years	4.00	104	240	13.00	5.92	154	336	6.42
9 years	4.31	112	240	14.00	6.35	165	336	6.88
10 years	4.62	120	240	15.00	6.77	176	336	7.33
11 years	4.92	128	240	16.00	7.19	187	336	7.79
12 years	5.23	136	240	17.00	7.65	199	336	8.29
13 years	5.54	144	240	18.00	8.04	209	336	8.71
14 years	5.85	152	240	19.00	8.50	221	336	9.21
15 years	6.15	160	240	20.00	8.92	232	336	9.67
16 years	6.46	168	240	21.00	9.35	243	336	10.13
17 years	6.77	176	240	22.00	9.77	254	336	10.58
18 years	7.08	184	240	23.00	10.23	266	336	11.08
19 years	7.38	192	240	24.00	10.65	277	336	11.54
20+ years	7.69	200	240	25.00	11.08	288	336	12.00

B. Vacation Leave Requests

Vacation leave should be submitted through the Dayforce system no less than 24 hours in advance of the desired date. In emergency situations, employees may seek approval for leave directly from their supervisor either verbally or through Dayforce, provided they make contact before the start of the workday. Additionally, with the approval of the Department Head, vacation leave can now be utilized on the day it is requested, offering greater flexibility to accommodate unforeseen circumstances.

Employees are generally not permitted to use vacation leave for more than three (3) consecutive weeks, except in cases where the employee is on FMLA leave or has received prior approval from the City Administrator.

When two employees request vacation for the same period, preference will be given to the one who submitted the request first, on a first-come, first-served basis. However, if the concurrent absence of both employees does not impact the department's normal operations, the Department Head may allow both employees to take their vacation simultaneously or with overlapping dates. This revision aims to streamline the vacation request process while maintaining the efficiency and flexibility of departmental operations.

C. Pay In-Lieu of Vacation

Pay in lieu of vacation may be permitted with the approval of the employee's Department Head and the City Administrator. An employee may receive payment for up to a maximum of **eighty (80) hours** of unused vacation per calendar year. Requests for pay in lieu of vacation must be submitted via a Dayforce comment and/or by email to the HRIS Administrator/Payroll Administrator. To be eligible:

- An employee must have taken at least **forty (40) hours** of vacation during the calendar year to receive payment for up to **forty (40) hours** in lieu of vacation; and
- An employee must have taken at least **eighty (80) hours** of vacation during the calendar year to receive payment for up to **eighty (80) hours** in lieu of vacation.

Payment in lieu of vacation is further limited to:

- A maximum of **forty (40) hours** paid between **January 1 and June 30**, and
- A maximum of **forty (40) hours** paid between **July 1 and December 31**.

D. Vacation Compensation upon Termination

Employees who resign with at least 14 calendar days' notice, or who are terminated for reasons not involving criminal misconduct, will receive a lump-sum payment for any accrued, unused vacation hours in their final paycheck. During the notice period, which is 14 calendar days for general employees and 4 weeks for Department Heads, vacation or PTO is not permitted. However, any approved vacation time that was taken prior to submitting the resignation notice remains eligible for use. Sick leave can be taken within the 14-day notice period, but a physician's note must be provided for each day of sick leave. The requirement for notice can be waived at the discretion of the Director of Human Resources for general employees, and by the City Administrator for Department Heads, offering flexibility in handling transitions.

E. Employee Birthday

Employees who have been with the City for at least three months are granted an additional day of paid leave during the calendar year to celebrate their birthday, subject to departmental approval. This birthday leave will appear in your Dayforce platform approximately 60 days before your actual birthday, giving you ample time to plan. Employees are eligible to take this day off up to 14 calendar days before or up to 14 calendar days after their actual birthday. If this special day of leave is not utilized within 14 days following your birthday, it will automatically be removed from Dayforce. This policy is designed to honor our employees on their special day while maintaining the flexibility needed to accommodate departmental operations.

10.4 SICK LEAVE

Sick leave shall not be considered a right which an employee may use at his/her discretion, but rather as a privilege. It is intended for legitimate sick leave purposes only. Sick leave is intended as an insurance policy against the threat to an employee's income posed by a serious illness or accident. Each employee should attempt to build as much sick time as possible as a buffer against unexpected emergencies. Employees are

encouraged to take sick leave when they are ill, but are cautioned against abusing the sick leave privilege. A new employee shall accrue sick leave from the date of employment and will be eligible to take sick leave during their ninety (90) day probationary period.

A. Sick Leave Accrual Rate

Sick leave for all regular employees, regardless of years of service, shall accrue at the rate of 72 hours per year for 40-hour Employees. Fire Department, 53-hour Employees, shall accrue at the rate of five (5) twenty-four (24) hour shifts (120 hours) per year. Employees can continuously accrue sick leave hours, with no limit on the number they may accrue, but sick leave may not be “cashed out” on termination or otherwise. Sick leave is a benefit, not a form of compensation.

Sick leave may not be accrued if an employee is on leave without pay or suspension without pay. Employees who receive workers’ compensation payments are considered on paid leave and are eligible to accrue sick time.

Sick leave credit shall not accrue for hours worked more than an employee’s regular schedule. Temporary and part-time employees are not eligible to accrue sick leave. Sick leave will be credited, hour for hour taken.

B. Sick Leave Uses

Sick leave uses may only be used for the following purposes:

1. Employees are incapacitated by illness or non-job-related injury.
2. He/she is seeking medical, dental, optical, psychological, or other diagnosis and treatment.
3. Necessary care and attendance of a member of the employee’s immediate family when approved by their Department Head. (See Chapter 2 for the definition of Immediate Family)
4. Bereavement leave for the death of a family member as described in Section 10.6.
5. Any other reason that is allowable under the Family Medical Leave Act.

It's important to note that sick leave cannot be used to complete a 40-hour workweek if an employee is short of actual work hours. Sick leave is intended to support employees during times of health-related absences and must be used in accordance with the outlined purposes.

C. Sick Leave and PTO Abuse

The City’s expectations regarding employee attendance are not altered by the fact that an employee has sufficient sick leave or PTO accrued to cover an absence. Disciplinary action, up to and including termination, may result in employees who are repeatedly absent and/or late to work, who display suspicious patterns of absences such as repeated absences prior to weekends or holidays, and/or who fail to provide appropriate notice of absences, regardless of the availability of paid leave. Note that PTO is not available to cover all types of absences. If an employee is tardy, out on an unexcused absence, fails to provide appropriate notice of an absence, or is undergoing a disciplinary suspension, the use of sick leave or PTO may be denied.

D. Notice to Supervisor

An employee who is absent because of illness shall notify their supervisor or department head as soon as possible, but at least prior to the start of the workday in which the employee will be absent. Failure to call in as required may result in the absence being charged to leave without pay, in addition to

any disciplinary action that may be indicated. An advanced written request for sick leave is required whenever possible.

E. Doctor's Authorization

Employees should try to provide written evidence, such as a doctor's note, when taking sick leave. This note should confirm that the employee was genuinely sick and couldn't work on the specified dates. If sick leave misuse is suspected, the Department Head can work with the Human Resources department to request this documentation.

For extended illnesses, a doctor's note is mandatory. On the third consecutive workday due to illness, a doctor's note confirming the employee's fitness to return is required. However, frequent use of sick leave doesn't necessarily signal abuse or reflect poorly on an employee's record.

If sick leave is used for any of the other allowed uses provided above, the employee must provide written evidence documenting the need to use sick leave.

10.5 PERSONAL TIME OFF (PTO) LEAVE

The City offers employees flexible PTO to accommodate personal needs. Regular 40-hour employees receive 24 hours of PTO annually, while 53-hour Fire Department staff receive 1 24-hour PTO shift each year. PTO accrual starts after a 90-day probation period and is based on the hiring anniversary.

While PTO can accumulate indefinitely, it should be pre-scheduled and approved unless there's an emergency. If an employee takes 15 or more unpaid days off in a month, they won't earn PTO for that month.

Employees are urged to use their PTO each year. PTO isn't converted to cash, nor is it paid out on termination. Borrowing future PTO or transferring it to another employee isn't allowed.

10.6 BEREAVEMENT PAY

If an employee loses an immediate family member, they can receive up to three (3) days of bereavement pay if they work a regular 40-hour week. Fire Department staff assigned to a 48-hour shift will receive one 24-hour bereavement shift. Section 2 lists who qualifies as the "immediate family". The Director of Human Resources will determine if more bereavement leave is needed based on the situation.

If a family member who isn't in the "immediate family" category passes away, the employee receives one (1) day of bereavement leave. For clarity, this refers to aunts, uncles, nieces, and nephews.

If additional bereavement leave is needed, employees may use their sick leave, but they must obtain approval from both the Director of Human Resources and the City Administrator.

10.7 WORKERS' COMPENSATION LEAVE

Employees shall report any injury or illness incurred in the course of their employment, however minor, to their Supervisor or Department Head. Failure to make such a report may disqualify the employee from receiving Workers Compensation benefits and any injury leave.

City employees who suffer work-related injuries or illnesses may be eligible for compensation through the State Compensation Insurance Fund, in accordance with the Tennessee Worker's Compensation Act. This fund covers up to 66.67% of an employee's weekly wage after a seven-day disability period. The City adheres to

state law guidelines and does not determine workers' compensation benefits. Compensation begins on the eighth day of disability.

Employees will get their regular pay minus the workers' compensation. They must inform the Human Resources Department about all compensation benefits they receive. Employees can't combine their pay with leave benefits to exceed their average annual salary.

10.8 RETURN-TO-WORK POLICY AND PROCEDURES

A. Purpose

The City of La Vergne highly values its employees. We aim to facilitate their timely return to work after an injury or illness, once cleared by a medical professional. If an employee faces limitations upon returning, the City may provide modified tasks, in line with this policy, to align with their health care provider's restrictions.

Our program aims to:

1. Support the recovery of injured employees by setting return-to-work objectives.
2. Enable employees to resume earning full wages swiftly.
3. Reduce the City's workers' compensation and retraining expenses.

When an employee needs a modified work assignment, Human Resources must be informed promptly. They will oversee communications between the employee, the supervisor, the health care provider, and Workers' Compensation, if relevant. If finding a suitable role within the original department becomes challenging, Human Resources will explore other light-duty opportunities. Employees shouldn't work beyond an 80-hour pay period.

Light-duty status decisions are final and cannot be contested through grievances. Approval of modified or light-duty work does not guarantee continued placement and is contingent upon medical documentation, operational feasibility, and ongoing review by Human Resources.

B. Definitions

1. **Work-Related Injury** refers to a disability stemming from an accident that occurs while an employee is performing their job tasks.
2. **Off-The-Job Injury** is any injury or illness that isn't tied to the employee's professional role.
3. **Restricted/Modified Duty** involves altering job tasks temporarily to accommodate short-term disabilities as recommended by a medical professional.

The **Light Duty Policy** offers a provisional work arrangement for those recovering from an injury. It doesn't ensure indefinite employment. If, during this period, it becomes clear that the employee might not be able to resume their original role post-recovery, the City will reassess their light-duty position.

During any modified assignment, injured employees will receive their standard pay. Benefits will remain unchanged, as though the employee is in their regular role. The adjusted work schedule will span Monday to Friday, with an eight-hour workday in the designated department.

Assuming there's available work, the City will prioritize offering modified tasks to those temporarily incapacitated by injury or illness. The objective is to reintegrate employees into the

workforce as soon as medically feasible. In situations where multiple individuals are eligible for light duty, those with work-related injuries get preference.

Employees on light duty might cover for colleagues on leave, take over pending projects, or address backlog issues caused by staffing shortages. However, employees on modified duty aren't eligible for overtime.

Modified or light-duty assignments are temporary in nature and subject to review and approval by Human Resources. When an employee is approved for modified duty as an accommodation, the City will assign work consistent with medical restrictions and operational needs. Approved modified-duty assignments are generally limited to a Monday through Friday schedule of eight (8) hours per day and are not intended to include overtime, safety-sensitive functions, or duties that fall outside approved restrictions.

C. Medical Networks

1. The network should include enough physicians to provide timely treatment.
2. Employer or insurer has exclusive rights to decide which providers are in network.
3. Only a licensed physician in the appropriate scope of practice may modify, delay, or deny a request for authorization for treatment.
4. Provides that after the first visit, you, the injured worker, have the right to choose a doctor within the medical network.
5. The network authorizes the injured worker to obtain a second and third medical opinion in an appropriate specialty within the network if they dispute the diagnosis or treatment prescribed by the treating physician.
6. The network physician authorizes out-of-network specialist treatment if approved by the employer or the insurer.
7. The City may at any time require a second opinion of the employee's condition provided by a physician of the City's choice and at the City's expense.

D. Job Descriptions

Every employee in the City of La Vergne must have a job description on file that clearly defines both essential and non-essential job functions. Each description should detail the essential duties and tasks in writing.

Job descriptions are used during workers' comp claims to inform the physician about the physical conditioning expected of the employee upon returning to work. Providing an accurate job description helps the physician better prepare the injured employee for rejoining the workforce. Without a clear and detailed description of the injured employee's tasks, the physician may be more cautious and extend the duration of the workers' comp disability.

E. Work Standards

1. An employee on a Light Duty assignment is subject to all rules, regulations, work standards, policies, and procedures of the City of La Vergne.
2. Employees on light duty are required to follow the policies and procedures of the department to which they are assigned.
3. If the employee is placed on light duty outside his/her normal work area, the reporting supervisor is responsible for assuring that actual hours worked, leave taken, etc., are reported to the employee's original supervisor.

4. Work assignments under light-duty employment must be done in an acceptable manner and meet the requirements of the job.
5. Employees on modified or light-duty assignments are not eligible for overtime and may not work beyond their approved schedule.
6. Employees on modified duty are prohibited from operating City vehicles and from performing safety-sensitive duties unless expressly approved by Human Resources and consistent with medical clearance.
7. Modified-duty assignments are designed to support recovery and safe reintegration into the workplace and may be adjusted or discontinued based on updated medical information, operational needs, or the employee's progress toward full duty.
8. Sworn members of the La Vergne Police Department are authorized to carry a personal weapon during the modified duty assignment, due to the safety-sensitive nature of the job. However, employees will remain restricted from performing safety-sensitive functions during the modified assignment.

F. Employee's Responsibilities

Upon release by a health care professional to return to work on a light-duty/modified assignment, it is the employee's responsibility to submit written documentation of the release and any accompanying restrictions to Human Resources. Additionally, the employee must:

1. Participate as an active member of the modified assignment/return to work team to establish a work plan. This work plan will include an expected date for the employee's return to work without restrictions.
2. Work with his/her health care professional to receive periodic updates to the work restrictions and a schedule for transition back to full/regular duties.
3. Accept a modified assignment that meets the limitations specified by the health care professional. In the event of any dispute as to the employee's ability to perform the available work offered by the City in situations involving on-the-job injuries, the Authorized Occupational Medicine Physician will make the final determination.
4. An employee who attempts to return to work and finds that the injury or illness prevents him/her from continuing the modified assignment should immediately consult with his/her health care professional.

G. Supervisor's Responsibilities

The Supervisor will keep the Director of Human Resources apprised of any changes in the employees' restrictions by the health care provider or any changes in work assignments.

H. Coordination with FMLA

This policy doesn't limit any rights employees have under the Family Medical Leave Act or other federal or state regulations. The City typically classifies leave taken for work-related injuries or illnesses as FMLA leave. While recuperating, employees eligible for FMLA can choose to take on light-duty tasks, but they're not obligated to.

If a request for light duty isn't granted, employees should utilize their sick, vacation, or personal leave. If all other leave options are exhausted, they may opt for leave without pay.

10.9 PARENTAL LEAVE

A. Statutory Parental Leave

The Tennessee Maternity/Paternity Leave Act provides up to 4 months of unpaid parental leave, with job protection, for both mothers and fathers. You can refer to Section 10.10 of this Handbook for more details. On the other hand, the Family and Medical Leave Act (FMLA) provides up to twelve weeks of similar leave, which you can learn more about in Section 10.11.

"Job protection" ensures that, after leave, employees will return to their original job or a similar one. However, this applies only to those who plan to return to work after the leave.

Both laws have unique eligibility criteria and notification rules. Depending on the situation, an employee might qualify for leave under one, both, or neither law. If you're considering parental leave, review Sections 10.10 and 10.11 carefully and reach out to Human Resources with any questions.

Remember, if you want to take parental leave, you need to apply, and the leave is granted only if all requirements in Sections 10.10 and/or 10.11, including notification guidelines, are fulfilled. If you're eligible under both laws, the leaves will overlap, so the maximum leave you can get is four months.

B. Paid and Unpaid Parental Leave Options

Under the Tennessee Maternity/Paternity Leave Act and the FMLA, leave is unpaid. Yet, employees on parental leave must first use any accrued paid leave (such as sick or vacation leave) in conjunction with this unpaid leave. Once all paid leave is exhausted, the remaining parental leave, as outlined in Sections 10.10 or 10.11 of this Handbook, will be unpaid.

Employees ineligible for statutory parental leave as described in Sections 10.10 and 10.11 can still use their accrued paid leave for parental purposes. However, this leave won't guarantee the same job protection and reinstatement benefits.

Those ineligible for statutory leave or seeking additional leave beyond their accrued paid duration can request Leave Without Pay under Section 10.17. Such requests follow the same procedure as any other under Section 10.17.

For extended leave due to medical issues related to pregnancy or childbirth, employees may apply under Section 9.9 of this Handbook, which addresses Accommodation of Disability and Pregnancy-Related Conditions.

C. Work During Pregnancy

The City generally assumes that a pregnant employee can continue working and fulfilling her job's essential functions throughout her pregnancy. If a pregnant employee or her medical professional believes she cannot work her full hours safely due to pregnancy, she should submit a leave request as detailed in the aforementioned sections. Such requests must adhere to the standard notice and medical documentation procedures for any medical-based leave, as specified in Sections 10.10 and 10.11 of this Handbook.

Should a pregnant employee or her healthcare provider believe she can maintain her work hours but needs adjustments to her tasks or requires accommodations due to her pregnancy, she should make a request following the guidelines in Section 9.9 of this Handbook.

In cases where the City observes a pregnant employee seemingly struggling with her essential job responsibilities, or if her role might pose a safety risk to herself or others, the City might require the employee to undergo a medical examination as outlined in Section 3.6(C) of this Handbook to ascertain her working conditions during the pregnancy.

10.10 TENNESSEE MATERNITY/PATERNITY LEAVE ACT

The City of La Vergne, in compliance with T.C.A 4-21-208, the Tennessee Maternity Leave Act, will provide the following:

A. Conditions for leave

Employees who have been employed by the City for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing the infant, where applicable (such period to be hereinafter referred to as “leave”). Regarding adoption, the four (4) month period shall begin at the time an employee receives custody of the child.

B. Notification Requirements

Employees must give at least three (3) months' advance notice to the City of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave.

Employees who fail to give the required notice may be denied leave under this Section. However, Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates leave beginning earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice. Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this Section solely because of their failure to give three (3) months' advance notice.

C. Pay and Benefits During Leave

Leave under this Section is unpaid; however, an employee will be required to use any accrued paid leave concurrently with leave under this Section. Leave under this Section shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave unless such employer so provides for all employees on leaves of absence.

D. Job Protection and Reinstatement

Employees taking leave under this Section shall be restored to their previous or similar positions with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of their leave. However, if an employee's job position is so unique that the City cannot, after reasonable efforts, fill that position temporarily, then the City shall not be liable under this Section for failure to reinstate the employee at the end of such leave period. Whenever the employer shall determine that the employee will not be reinstated at the end of such leave because the employee's position cannot be filled temporarily or because the employee has used such leave to pursue employment opportunities or to work for another employer (see Section E below), the employer shall so notify the employee.

Employees who do not return to work upon the expiration of leave under this Section lose reinstatement rights.

E. Other Work During Leave

The purpose of this Section is to provide leave time to employees for adoption, pregnancy, childbirth and care for a newborn or newly placed child; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this Section for failure to reinstate the employee at the end of such leave.

F. Amount of Leave

The total maximum amount of leave which may be taken under this Section is four (4) months. When an employee taking leave under this Section is also eligible for leave under the Family Medical Leave Act (see Section 10.11 of this Handbook), the two leaves will run concurrently, so that no more than four (4) months of leave may be taken by an employee based on the birth, adoption, or placement of a child.

10.11 FAMILY AND MEDICAL LEAVE ACT

A. Reasons for Taking Leave/Amount of Available Leave

In compliance with the Family and Medical Leave Act (FMLA), the City grants eligible employees up to twelve (12) weeks of unpaid, job-protected leave within a 12-month period for the following reasons:

1. **Birth and Care of a Newborn Child:** To care for the employee's newborn child within one year of birth.
2. **Placement for Adoption or Foster Care:** To care for a child placed with the employee for adoption or foster care within one year of placement.
3. **Serious Health Condition of the Employee:** When the employee is unable to perform the essential functions of their job due to a serious health condition.
4. **Serious Health Condition of a Family Member:** To care for the employee's spouse, child, or parent with a serious health condition.
5. **Qualifying Exigency for Military Family Members:** For qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to covered active duty.

Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid, job-protected leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. This leave applies to family members, including spouses, children, parents, and next of kin, of current servicemembers in the Armed Forces, the National Guard, or the Reserves.

B. Employee Eligibility

To be eligible for FMLA leave, an employee must meet the following criteria:

- **Employment Duration:** Have completed at least 12 months of employment with the City.
- **Hours Worked:** Have worked at least 1,250 hours during the 12 months immediately preceding the leave.
- **Worksite Criteria:** Be employed at a worksite where the City employs 50 or more employees within a 75-mile radius.

C. Maintenance of Health Benefits

During FMLA leave, the City will maintain the employee's group health insurance coverage under the same terms as if the employee were continuing to work. Employees are responsible for continuing to pay their portion of insurance premiums during the leave period.

D. Job Restoration

Upon return from FMLA leave, employees are entitled to reinstatement to the same or an equivalent position with equivalent pay, benefits, and employment terms, provided they can perform the essential functions of the job.

E. Use of Paid Leave

Employees may choose, or the City may require the substitution of accrued paid leave (such as vacation or sick leave) for unpaid FMLA leave, in accordance with the City's leave policies.

F. Employee Responsibilities

Employees must provide 30 days' advance notice of the need for FMLA leave when the need is foreseeable. When 30 days' notice is not possible, employees must provide notice as soon as practicable.

The City may require certification from a healthcare provider to substantiate the need for leave due to a serious health condition affecting the employee or an immediate family member.

G. Employer Responsibilities

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the City will specify any additional information required and outline the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for ineligibility.

H. Prohibition of Retaliation

The City strictly prohibits any form of retaliation against employees who exercise their rights under the FMLA.

For more detailed information, employees are encouraged to consult the U.S. Department of Labor's FMLA guidelines.

By incorporating these clarifications, the City ensures compliance with federal FMLA regulations and provides employees with clear guidance on their rights and responsibilities under the Act.

I. Method of Determining Available Leave

The amount of FMLA leave available to an eligible employee at any given time is based on a rolling 12-month period measured backward from the date FMLA would begin. An employee's leave entitlement is determined each time leave is requested by looking back over the immediately preceding 12-month period and deducting the amount of leave used by the employee, for any reason, during that period.

J. Types of Leave Available

Leave under this Section may be taken as follows:

1. A block of days or weeks (such as for parental leave, or treatment of a health condition followed by a recovery period).
2. A reduced hours schedule.

3. On an intermittent full or partial-day basis to cover foreseeable events such as planned doctor's appointments.
4. On an intermittent full or partial-day basis to cover unpredictable events such as flare-ups of a chronic serious health condition.

Employees must make a reasonable effort to schedule foreseeable FMLA leave (including foreseeable intermittent leave) so as not to disrupt City operations.

With respect to parental leave, intermittent or reduced schedule leave is not required to be provided, but may be provided upon request in the sole discretion of the City. If an employee needs intermittent leave or reduced schedule leave that is foreseeable, or if the City agrees to provide intermittent or reduced schedule leave in the case of parental leave, the employer may require the employee to transfer temporarily to a position for which the employee is qualified and which better accommodates the periods of recurring leave.

K. Definition of Parent, Spouse, Son, or Daughter

Under the FMLA, a "parent" doesn't necessarily have to be an employee's biological parent. An individual qualifies if they played a parental role ("in loco parentis") in the employee's life during their childhood. However, the FMLA benefits do not cover parents-in-law.

The term "spouse" in the FMLA context refers to a husband or wife, ensuring both male and female employees the right to unpaid leave to care for their respective spouses. This provision doesn't extend to unmarried domestic partners.

A "son or daughter" is defined as someone under the age of eighteen or an adult who can't care for themselves due to a mental or physical disability. This category encompasses biological children, foster children, adopted children, stepchildren, or legal wards, such as nieces, nephews, or grandchildren, if the employee is their primary caregiver.

L. Serious Health Condition

A serious health condition is defined as an illness, injury, or impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; or incapacity of the employee for three or more consecutive days, combined with treatment by a health care provider; or a chronic illness which may result in periodic, intermittent, incapacity.

"Health care provider" means:

- Doctor of Medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, or
- nurse practitioners, nurse midwives, and clinical social workers, or
- any health care provider recognized by the employer or the employer's group health plan benefits manager.

M. Medical Certification

An employee requesting FMLA leave for their own or a family member's serious health condition will be provided with medical certification paperwork. This documentation must be completed by the relevant healthcare provider and returned to the Human Resources Department within fifteen (15) days. The healthcare provider should thoroughly address each question, detailing the nature of the serious health condition and specifying the required amount and type of leave. Incomplete or insufficient FMLA paperwork will be returned to the employee for further information or clarification. It is the employee's

responsibility to ensure the timely submission of fully completed FMLA paperwork. Failure to do so may result in delays or denial of job-protected leave, potentially leading to unexcused absences subject to disciplinary action.

For FMLA leave taken to bond with a newborn child or a child placed for adoption or foster care, medical certification is not required. However, the City may request reasonable documentation to confirm the family relationship, such as a birth certificate or adoption papers. Employees should provide such documentation promptly to facilitate the leave approval process.

Upon receiving FMLA medical certification paperwork, the City may, at its expense, require a second and/or third medical opinion to verify the necessity of the leave. Additionally, the City may request recertification of a serious health condition in certain circumstances, per FMLA regulations.

By incorporating these updates, the City ensures adherence to federal FMLA guidelines and clarifies the documentation requirements for employees seeking leave for various qualifying reasons.

N. Notice Requirements

An employee is required to give the City at least thirty (30) days' notice when the circumstances of the leave are foreseeable. The City may deny or delay the FMLA leave if proper notice is not given, which may result in intervening absences being treated as unexcused and subject to disciplinary action. Employer Designation of FMLA Leave.

Even where paid accrued leave is available to cover absences, employees do not have the option of refusing FMLA leave if they are eligible for FMLA and absent from work for a reason covered by the FMLA. In the absence of an employee request, the City may elect to designate absences covered under this Section as FMLA leave and count the time towards the employee's twelve-week entitlement.

O. Outside Employment/Outside Activities While on Leave

Employees on FMLA leave are required to abide by the City's policies with respect to Outside Employment (Section 8.15 of this Handbook). Depending on the nature of the outside activity and the reasons for the FMLA leave, outside employment, or other outside activities that indicate an employee has misrepresented the need or reasons for leave may be investigated by the City. Such an investigation may lead to a request for recertification of leave. If the employee is found to have committed misrepresentation or fraud, the employee may be subject to disciplinary action, up to and including termination.

P. Employee Reporting

While on leave, the employee must report their status to the HR Department every Friday before the close of business. The HR Department, in turn, will notify management when the employee is able to return to work. If additional leave is needed, the employee must notify the City of the request as soon as possible in advance of the current leave expiration date.

Q. Fitness-for-Duty Certification

Employees on FMLA leave due to their own serious health conditions may be required to present a Fitness-for-Duty ("FFD") certification from their health care provider before returning to work. When FMLA leave is designated as approved, the City will inform the employee of any such FFD certification requirements, and the employee should make arrangements for an FFD exam prior to their scheduled return-to-work date. Part of the FFD certification process will involve presenting the health care provider with a copy of the employee's current job description so the provider can assess the employee's ability

to perform his or her essential job functions. The cost of the FFD certification shall be borne by the employee. The City may delay an employee's restoration to employment until the employee submits the required FFD certification.

For employees with intermittent FMLA leave certifications, if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, the employee may be required to submit a FFD certification at least once every thirty (30) days. If such FFD exams may be required, the employee will be informed at the time FMLA leave is designated.

R. Reimbursement of Health Benefits

If an employee fails to return to work once an approved unpaid leave period is over, the City shall be entitled to recover the cost of the health insurance premiums that the City paid on the employee's behalf during periods of unpaid leave. This provision applies only if the employee is physically able to return to work and voluntarily chooses not to do so.

This reimbursement requirement does not apply to "key" employees who are denied restoration under the Family and Medical Leave Act (FMLA), or to any employee who is unable to return to work due to circumstances beyond the employee's control, such as the continuation, recurrence, or onset of a serious health condition.

This provision also does not apply to periods during which the employee receives Short-Term Disability (STD) benefits paid through City payroll, during which applicable benefit deductions are withheld at the time of payment.

S. Failure to Return to Work

If an employee is unable to or does not return to work at the end of twelve (12) weeks of FMLA leave, all entitlements and rights under FMLA cease at that time; the employee is no longer entitled to job restoration rights under FMLA, and the employer is no longer required to maintain group health benefits pursuant to FMLA. Failure to return to work may result in termination, subject to the requirements of the Americans with Disabilities Act ("ADA"), which may provide for additional leave under certain circumstances. Employees on FMLA leave must keep the City informed of their status and must promptly notify the City if they cannot return to work at the end of a designated FMLA leave period, as far in advance of the FMLA leave expiration date as possible. Employees who wish to request additional leave after FMLA leave has expired may do so under Section 9.8 of this Handbook (Accommodation of Disability and Pregnancy-Related Conditions) and/or Section 10:16 of this Handbook (Unpaid Leave), and such requests will be handled under those policies.

T. Notification of Discharge

An employee may be discharged from employment at the end of the twelve (12) week entitlement period if the employee has not returned to work, has not supplied written notification of their intent to return to work, or is unable to perform his/her job duties, subject to the requirements of the Americans with Disabilities Act. Note that employees are required to keep the City informed of their current contact information (including current address, phone number, and, if applicable, email address) as well as any current approved emergency contacts; if an employee fails to do so, and as a result the City cannot locate, communicate with, or deliver notices to the employee during leave, termination of leave and/or termination of employment may result.

10.12 AMERICANS WITH DISABILITIES ACT (ADA)

The City of La Vergne is dedicated to upholding the principles and practices outlined in the Americans with Disabilities Act (ADA) as amended (42 U.S.C. 12101 et. seq.). We are firmly committed to ensuring equal employment opportunities for individuals with disabilities. Our policy mandates the provision of reasonable accommodations for qualified individuals, enabling them to effectively perform their job duties and enjoy equal employment benefits and privileges, unless such accommodations would result in an undue hardship for the City. Discrimination or harassment based on disability, or due to a request for reasonable accommodation, is strictly prohibited. This commitment applies to all job applicants and employees of the City of La Vergne.

A. Eligibility

The ADA policy applies to any qualified individual with a disability who can perform the essential functions of the job with or without reasonable accommodation.

B. Disability

“Disability” refers to a physical or mental impairment that substantially limits one or more major life activities. A “qualified person with a disability” means an individual with a disability who has the requisite skills, experience, and education for the job in question, and who can perform the essential functions of the job with or without reasonable accommodation.

C. Reasonable Accommodation

The City of La Vergne will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. A “reasonable accommodation” is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job and does not place undue hardship on the City of La Vergne.

D. Essential Job Functions

For each position, the job description typically will identify essential job functions. The Human Resources Department will review job descriptions periodically to evaluate the job functions designated as essential. An applicant’s or employee’s questions about a job’s requirements should be directed to the department head or supervisor.

E. Requesting a Reasonable Accommodation

Applicants or employees with disabilities are responsible for initiating a request for accommodation, either through the Human Resources Department or their immediate supervisor. Upon receiving such a request, the City of La Vergne will embark on the ADA interactive process, which may include seeking professional documentation to determine the best possible accommodation. If there’s disagreement regarding a medical assessment, the individual can opt for a second evaluation at their own expense. If the two evaluations conflict, a third, jointly funded assessment can be pursued. The primary goal is to identify and implement an accommodation that suits both the individual's needs and the City's operations. While preferences will be considered, the City retains the discretion to select among equally effective solutions, taking into account factors such as cost and organizational impact. Should a request be denied due to undue hardship, the Human Resources Department will provide a written justification that weighs factors such as the organization’s resources, the number of employees, and the nature of the operation.

F. Safety

All employees are expected to comply with all safety procedures. Management will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health or safety of others or themselves. A “direct threat” means a significant risk to the health or safety of oneself or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat is typically made by the Human Resources Department and is based on factual, objective evidence. A written copy of the determination will be given to the applicant or employee so that he or she may submit additional information and/or challenge the determination that he or she poses a direct threat.

G. Confidentiality

All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

H. Complaint Procedure

The City of La Vergne is committed to ensuring a workplace free from harassment, discrimination, or retaliation towards applicants or employees based on disability or their request for reasonable accommodations. Should anyone believe they've experienced, witnessed, or been retaliated against for asserting their rights under the ADA or relevant state employment laws, they are encouraged to report it to any supervisory figure within the City, including the Mayor, City Administrator, Director of Human Resources, or City Attorney. Any employee found in violation of these principles will face disciplinary actions, which could lead to termination.

10.13 JURY DUTY

Employees called for jury duty must notify their Department Head as soon as possible. Paid leave will be approved so employees can serve. Employees need to give their supervisor proof of the time spent on jury duty. They will receive their regular pay while on jury duty. Employees keep their jury duty check, which may include mileage paid by the court.

10.14 MILITARY LEAVE

A. General Policy

Provisional, work status review, and regular City employees participating in the National Guard or as a Reserve of the Armed Forces shall be entitled to a leave of absence without the loss of any rights or benefits for which they are entitled, for all periods of military service during which they are engaged in the performance of duty under competent orders.

A copy of official orders is required to be on file in the Human Resources Department before any Military Leave is approved.

B. Military Leave for Training

Employees will receive full compensation for a period of twenty (20) days (or 160 hours) of military leave each calendar year, excluding holidays and scheduled off days, for all periods of military service for which an employee is engaged in the performance of duty or training in the service of the State of Tennessee or of the United States under competent orders. Such leave will not be charged to any form of accrued paid leave. For any additional working days of leave in each calendar year, employees may elect to use either accrued leave or leave without pay. An employee electing to use leave without pay for a period of service under competent orders of more than twenty (20) days will not be

required to first exhaust accrued leave pursuant to Section 10.17. An employee requesting military leave shall provide the City with the dates for training and travel time in advance. For purposes of the twenty (20) working days of paid military training leave provided under this section, a “working day” shall be counted in accordance with **Tennessee Public Chapter 243 (2025)** and applicable state law. A working day shall correspond to the employee’s regularly scheduled workday at the time the leave is taken. The Human Resources Department shall establish guidance for counting working days, including the treatment of alternative schedules, split shifts, and partial days, to ensure consistent and uniform application across all departments.

C. Extended Military Leave Without Pay

An employee entering the military service for the first time, or recalled to active military service from reserve status, shall be on extended military leave without pay. The employee shall be entitled to his/her position, or a substantially similar position at equal pay, upon return from military service. Reinstatement is dependent on whether the employee requests reemployment within ninety (90) days of release from active duty or hospitalization continuing after discharge for a period not to exceed one (1) year.

D. Special Military Leave

Those full-time employees of each department of the city who are called to active duty in a national emergency by the President of the United States as members of the National Guard or as a Reserve of the Armed Forces may, while on such active military duty, be entitled to special military leave with partial pay. There are two conditions under which employees are entitled to an additional 22 days of military leave under 5 U.S.C. § 6323(b). Reservists or National Guard members who perform military duty in support of civil authorities in the protection of life and property are eligible for an additional 22 workdays of military leave. In addition, effective November 24, 2003, employees who perform full-time military service because of a call or order to active duty in support of a contingency operation* as defined in Section 101(a)(13) of title 10, United States Code, are entitled to 22 days of military leave under 5 U.S.C. 6323(b).

The activation of this rule shall apply upon passage of a resolution by the Board of Mayor and Aldermen for each national emergency and may, at their discretion, apply retroactively to the time operations relative to said emergency commenced. Partial payment may be made for the duration of an employee’s deployment in support of operations during the national emergency.

The intent of this rule is that, to the extent possible, partial pay shall be the difference between the employee’s regular salary and the employee’s full-time military salary. The monthly amount is intended to keep in full force and effect all regular City health insurance benefits that the employee had on the date called to active duty, plus applicable taxes, provided the employee elects to continue and maintain required contributions for health insurance coverage while on special military leave. The maximum monthly amount shall be \$750.00 per month per employee. If there is no difference in pay, or if the military pay is greater, the employee may elect to use annual accrued leave to pay the employee’s portion of the City’s health plan in order to remain in the plan.

- 1. Accruals.** Said employees shall remain employees while on such active military duty, but only for the purpose of accruing sick leave, accruing annual leave, and accruing longevity/seniority, as allowed under applicable regulations. These benefits shall not be prorated or decreased by any partial payments authorized under this rule.
- 2. Re-employment.** Said employees shall be granted all re-employment rights as provided by law.

10.15 COURT LEAVE

Employees are authorized to take official leave to attend court for City-related business due to a subpoena. If at any time during the judicial process the employee is released from such duty, the employee shall immediately report for work to his/her supervisor if said time is within the employee's normal duty hours. Upon return to duty, the employee shall furnish evidence that they have rendered the service required for court service. Court leave is not charged to any form of accrued paid leave. Employees will not be requested or required to use vacation, PTO, or comp time to cover shifts during city-involved court cases. Department heads should work with the employees to flex schedules to accommodate any subpoena related to city business.

An employee who is issued a subpoena for a non-City-related matter must use paid leave for any time during which they would otherwise be scheduled to work. An employee will not be paid their regular wages unless testimony is dependent on their observations or actions while acting in their capacity as an employee of the City of La Vergne.

10.16 ADMINISTRATIVE LEAVE

Upon the recommendation of the employee's Department Head, review by the Human Resources Department, and approval by the City Administrator, employees may be authorized to take administrative leave at full, partial, or no pay for a variety of purposes when it is determined that it is in the best interest of the City. Admin Leave for the City Administrator will be reviewed by the Human Resources Department and approved by the Mayor.

The accrual of time off should continue if no disciplinary issues exist, as Admin Leave is not voluntary but directed. If Admin Leave is engaged due to an investigation, leave accrual would continue unless the investigation leads to the employee's termination.

Absences on Administrative Leave may also be authorized when an employee is under investigation or otherwise required to be absent from duty, but not covered by vacation or sick leave. An employee may also be placed on Administrative Leave as a disciplinary measure.

10.17 LEAVE WITHOUT PAY

Leave without pay shall be granted at the request of the employee and with the approval of the employee's Department Head and City Administrator. Each request will be considered on its own merits, and approval will be granted only for reasons that are in the best interest of the City. Leave without pay of more than ten (10) days will not be granted unless there is a reasonable expectation that the employee will return to duty at the expiration of the leave period.

Leave without pay may be granted only when the employee has used all his/her accrued available vacation leave, compensation time, and or sick leave as applicable, subject to Section 10.14 for employees on military leave. Employees who receive workers' compensation payments are not required to use accrued annual leave or comp time to cover the balance of wages not paid by workers' compensation, as per Section 10.7. Leave without pay may also be used as a disciplinary measure.

Employees granted leave without pay for more than ten (10) workdays will be notified that:

1. No firm assurance can be given that an employee will be reinstated or if he/she will return to the same position upon expiration of the leave, if it is in the best interests of the City

to reassign the employee to another position during his/her absence. This provision does not apply to employees on approved FMLA leave.

2. An employee may be laid off during their absence if there is a lay-off that affects his/her position. Should this occur, the employee shall be notified. Refer to Section 5.3.

Vacation, PTO, and sick leave will not accrue if an employee is on leave without pay for more than 50% of a month.

10.18 ABSENCE WITHOUT LEAVE

An employee's absence without prior notification to their supervisor or without a satisfactory reason will be marked as "unauthorized leave." Such absences may trigger disciplinary actions and will result in a deduction from the employee's bi-weekly pay, reflecting the hours absent without authorization. During these periods, no vacation or sick leave will be accrued.

Furthermore, three consecutive days of unauthorized absences will constitute grounds for termination of employment. This policy is enforced to underscore the critical importance of communication and accountability within the workplace. Employees are expected to notify their supervisors of absences to ensure proper planning and continuity of operations.

10.19 SHARED LEAVE POLICY

On occasion, a City of La Vergne employee or a member of their immediate family may encounter a catastrophic illness that requires an extended absence from work. The leave donation policy is created to allow the donation of sick leave to assist an employee who has exhausted all accrued leave and has no other paid leave options available. This leave may be granted in the event of a catastrophic illness of the employee or an immediate family member.

A catastrophic illness means an illness, injury, impairment, or physical/mental condition which prevents the employee from performing the functions of their job, or a life-threatening illness of an immediate family member; and requires the services of a licensed medical practitioner for a prolonged period and forces the employee to exhaust all leave time earned and be in a leave without pay status.

A. Sick Leave Bank (SLB).

1. The SLB will consist of leave donated by employees. All donations of leave to the SLB are strictly voluntary, but for employees to become eligible to receive leave from the SLB, they must fill out the membership request form through the Human Resources (HR) department, which requires an initial donation an initial sixteen (16) hours of sick leave, or twenty-four (24) hours for firefighters working fifty-six (56) hours per week, to the SLB. Each year, employees must donate at least eight (8) hours of sick leave, or twelve (12) hours for firefighters working fifty-six (56) hours per week, to the SLB by the end of January, or they shall relinquish their eligibility to withdraw leave from the SLB for that calendar year.
2. Employees may donate additional leave throughout the year if they choose to do so. Employees may donate up to a maximum of forty (40) hours of sick leave, the donating employee must retain a minimum of forty (40) hours of combined sick leave and PTO leave in their own accrued balance.
3. Leave hours will be donated/withdrawn on a one-to-one (1:1) hourly basis. Leave donations to the SLB will not be converted to a fixed dollar value. Donated leave will be

- paid at the recipient's hourly rate. Employees donating time will not receive a city certification that any leave donated to a fellow employee was a charitable contribution.
4. FMLA qualifying leave will run concurrently with hours provided by the SLB.
 5. This policy does not cover time off due to a job-related injury covered by Workers' Compensation or maternity leave, which does not involve a serious illness/injury of an employee.
 6. SLB hours may be used in conjunction with part-time temporary modified duty assignments (light duty).
 7. All leave withdrawn is contingent upon the availability of leave in the SLB. Because the SLB is not funded, City management will work with the departments that use the SLB and may need temporary replacements, but do not have adequate budgets, since they are being charged for the employee's SLB hours.
 8. The Human Resources Department will monitor donations and withdrawals and may, from time to time, solicit additional donations from employees during the calendar year. Employees who donate leave during these mid-year efforts will not be eligible to withdraw leave from the SLB for that calendar year unless they previously met the initial eligibility requirements.
 9. The City Administrator and the Director of Human Resources will appoint an Employee SLB Committee to review and approve or deny requests. The committee shall provide a decision to the Director of Human Resources within five (5) days of the request.
 10. Excess SLB donations will carry over from one (1) year to the next.
 11. Sick leave and PTO balances from separating employees will automatically transfer to the SLB upon separation from employment with the city. An employee who resigns from the city while receiving shared leave will not be paid for any further donated and unused shared leave from the date of his/her resignation.

Procedure:

The Human Resources Department is responsible for tracking and maintaining the SLB and notifying employees of the following SLB requirements. The Director of Human Resources shall accept SLB Donation/Request Forms and function as the approving authority.

1. The minimum eligibility qualifications for the SLB are:
 - a) All full-time regular employees who have completed one (1) year of employment with the city are eligible to receive sick leave hours if hours are available in the Sick Leave Bank.
 - b) Employees who face extreme hardship due to a qualifying catastrophic illness and who have exhausted all leave because of the catastrophic illness may apply for leave from the Sick Leave Bank.
 - c) Extreme hardship is defined as: When an employee has exhausted their sick, PTO, and annual leave and requires additional leave to fully recuperate from a qualifying catastrophic or additional time to care for an immediate family member with a catastrophic illness before returning to employment.
 - d) Employees must submit requests for SLB hours no earlier than two (2) weeks prior, but no later than thirty (30) days after expiring all annual, PTO, and Sick leave options.
 - e) SLB hours will generally be withdrawn in increments of eight (8) hours per day, unless being used as part of a temporary modified duty assignment.

2. The confidentiality of the SLB applicants/recipients will be protected. Employees shall apply for leave from the SLB by using the SLB Request Form, which can be obtained from the Human Resources Department. The employee will:
 - a) Meet minimum qualifications of the SLB Policy.
 - b) Provide Human Resources with the FMLA Certificate of Health Care Provider (#WH-380 or equivalent applicable form), completed by the employee's treating physician.
 - c) Provide a signed SLB request form prior to the anticipated exhaustion of accrued paid leave hours, or as soon as applicable.
 - d) Have no abuse of sick leave documented by the Department Head or Human Resources.
 - e) Have not received disciplinary written warnings for attendance in the year preceding the date of request to receive SLB hours.
 - f) Have exhausted all accrued leave.
 - g) A maximum of twelve (12) weeks may be withdrawn from the SLB during each calendar year.

10.20 DIRECT LEAVE DONATIONS

In addition to the Sick Leave Bank (SLB), employees may donate leave directly to another employee experiencing a catastrophic illness or injury who has exhausted all accrued leave options. This provides employees with an alternative way to support their colleagues during times of need while maintaining compliance with existing FMLA and SLB policies. The following provisions govern direct leave donations:

A. Eligibility:

1. Both the donating employee and the recipient must be full-time regular employees of the City of La Vergne.
2. The recipient must meet the eligibility criteria for use of SLB hours, including a qualifying catastrophic illness or injury and exhaustion of all other paid leave options; however, it is not required to be a member of the SLB to receive a donation.
3. Donations must be made voluntarily and cannot be coerced or solicited.
4. The donating employee must retain a minimum of forty (40) hours of combined sick leave and PTO leave in their own accrued balance.

B. Donation Process:

1. Employees wishing to donate leave directly to an individual must meet in person with the Director of Human Resources.
2. Direct leave donations will remain anonymous, and recipients will not be informed of the identity of the donor unless the donor explicitly waives anonymity.

C. Usage of Direct Leave Donations:

1. Leave donated directly will be applied at the recipient's hourly rate, not converted to a monetary value.
2. FMLA-qualifying leave will run concurrently with hours provided by direct donations.
3. Employees may receive a maximum of twelve (12) weeks of direct donated leave in a calendar year, including any hours utilized from the SLB.

D. Additional Provisions:

1. Direct leave donations do not qualify as charitable contributions for tax purposes.

2. Employees donating leave are responsible for ensuring that they retain sufficient leave balances to meet personal needs.
3. The Human Resources Department will track and manage all direct donations, ensuring compliance with this policy.
4. Any misuse of the direct leave donation program may result in disciplinary action.

CHAPTER 11 - EMPLOYEE BENEFITS

11.1 HEALTH INSURANCE

The City shall provide regular employees working at least 40 hours per week with the City with an opportunity to participate in the City group benefits plan. This shall be effective on the first of the month following their actual start date of continuous full-time employment with the City.

The specific insurance carrier or agent for the Group benefits plan shall be approved by the Board of Mayor and Aldermen upon the recommendation of the City Administrator and Director of Human Resources.

11.2 LIFE INSURANCE

The City shall provide employees who work at least 40 hours per week with the opportunity to participate in the City's group life insurance. Coverage shall be effective on the first of each month following employment with the City.

The specific carrier or agent for the life insurance plan shall be approved by the Board of Mayor and Aldermen upon the recommendation of the City Administrator and Director of Human Resources.

The current rate of coverage for employees shall be set annually by the Board of Mayor and Aldermen, upon the recommendation of the City Administrator. The Board of Mayor and Aldermen shall set the City contribution rate. The Board shall review the contribution rate annually or upon receipt of any notice of a rate change from the insurance carrier or agent.

11.3 SHORT-TERM DISABILITY INSURANCE

The City shall provide benefit-eligible employees with an opportunity to participate in a short-term disability plan. This coverage is provided at no cost to the employee, with no payroll deduction required. Coverage shall be effective on the first of the month following the employee's actual start date of continuous full-time employment with the City.

Short-term disability benefits extend up to twenty-six (26) weeks, beginning on the date of the qualifying incident. The specific insurance carrier or agent for the short-term disability plan shall be approved by the Board of Mayor and Aldermen upon the recommendation of the City Administrator and Director of Human Resources.

The current rate of coverage for employees shall be set annually by the Board of Mayor and Aldermen, upon the recommendation of the City Administrator. The Board of Mayor and Aldermen shall set the City contribution rate. The Board shall review the contribution rate annually or upon receipt of any notice of a rate change from the insurance carrier or agent.

Short-Term Disability (STD) benefits are processed through the City of La Vergne's payroll system and paid to the employee by direct deposit. While receiving STD benefits through payroll, required payroll taxes will be withheld in accordance with applicable law.

As administratively feasible, the City will also continue to withhold the employee's elected benefit deductions, including but not limited to health, dental, vision, and other voluntary benefits, unless the employee elects or is required to waive such deductions in accordance with plan rules or City policy. Certain deductions, such as retirement contributions, may be suspended during periods of STD in accordance with plan provisions and administrative practice.

Because STD benefits are paid through payroll and applicable deductions are withheld at the time of payment, employees will **not** be required to reimburse the City for benefit premiums or other payroll deductions upon return to work, except in cases of payroll error or as otherwise required by law.

Employees are responsible for contacting the Human Resources Department with any questions regarding benefit deductions or coverage while receiving STD benefits.

11.4 LONG-TERM DISABILITY INSURANCE

The City shall provide benefit-eligible employees with an opportunity to participate in a long-term disability plan. This coverage is also provided at no cost to the employee, with no payroll deduction required. Coverage shall be effective on the first of the month following the employee's actual start date of continuous full-time employment with the City.

The specific insurance carrier or agent for the long-term disability plan shall be approved by the Board of Mayor and Aldermen upon the recommendation of the City Administrator and Director of Human Resources.

The current rate of coverage for employees shall be set annually by the Board of Mayor and Aldermen, upon the recommendation of the City Administrator. The City contribution rate shall be set by the Board of Mayor and Aldermen. The Board shall review the contribution rate annually or upon receipt of any notice of a rate change from the insurance carrier or agent.

11.5 RETIREMENT PLAN

All regular employees completing 90 days of continuous employment with the City are eligible to enroll in the City's retirement plan. Contributions will begin with the first pay period of the month following enrollment. Employees must enroll in the 401(a) plan within sixty (60) days of being eligible or signing the designated refusal form. A refusal means that the employee will not be eligible to participate as long as they are employed by the City of La Vergne. Eligible employees may also opt to enroll in the 457(b) plan at any time during employment. A city match is available when employee contributions are made to the 457 plans. All city contributions, including all match dollars, are deposited into the employees' 401(a) account. The City also provides a third retirement option, an IRA Roth, that eligible employees can select at any time during employment. Employees should contact the Human Resources Department with questions or for more detailed information about each plan.

11.6 UNEMPLOYMENT INSURANCE

The City is registered under the Tennessee Employment Security Act. Employees who face unemployment may qualify for unemployment insurance benefits. Should an employee find themselves unemployed, they are advised to consult the nearest Tennessee Department of Employment Security office to assess their eligibility for benefits as per the Act.

11.7 WORKER'S COMPENSATION INSURANCE

The City is a participating employer under the Tennessee Workers' Compensation Act. Employees injured on the job are entitled to compensation for medical expenses and lost wages in accordance with the provisions of the Act. Detailed information regarding accidents and injuries will be reported to the Human Resources Department and the City Administrator to ensure proper reporting of accident incidents, medical and related expenses, and the proper addressing of safety issues, if warranted. **Reporting will be made in the Tennessee First Report of Injury by management and sent to the Human Resources Department immediately after an**

accident that results in an employee injury. See the Human Resources Department for a copy of the Tennessee First Report of Injury. Employees on a leave of absence due to a workplace injury are to contact the HR Department every Friday before the close of business to report their status. All employees returning to the workplace after a Workers' Compensation injury claim must be cleared by the Human Resources Department before reporting to work. The Human Resources Department is responsible for contacting management to report the return of an employee from a Worker's Compensation injury.

11.8 PAYROLL DEDUCTIONS

The City of La Vergne does require that all employees' payroll be processed through direct deposit only. Employees can set up or modify direct deposit information and paycheck deductions by submitting the required details through the Dayforce platform. The deductions may include group benefit insurance premiums and supplemental insurance premiums. To make a change in pre-tax deductions that are allocated under the Section 125 (Pre-Tax Contribution Program) plan, hereinafter known as PTCP, you must have a qualifying event as follows:

A. PTCP (pre-tax contribution plan) Permitted Changes.

Under the Internal Revenue Service (IRS) rules, you may change your health insurance deduction during the plan year only after one of the following PTCP-qualifying events:

- You have a change in family status (e.g., marriage, birth, death, legal separation, divorce, or only dependent child attaining the maximum age for coverage).
- Your spouse loses coverage due to termination of employment, and you apply for coverage for your spouse.
- Your employment with the City terminates, or you retire.
- Your spouse has a change in employment status, which results in either acquiring or losing eligibility for health insurance coverage.
- You receive a divorce/legal separation and are required under a court order to provide health insurance coverage for your eligible dependent children and/or legally separated spouse.
- There is a significant change in your or your spouse's health coverage that is attributable to your spouse's employment.

Changes in pre-tax health insurance deductions that stem from any of these qualifying events must be made within 28 days of the event (30 days for a change of coverage because of the birth of a child).

B. IRS Regulations

During the plan year, any alterations to benefit selections that aren't due to a qualifying event are prohibited by the IRS. Consequently, you cannot modify the amount of your pre-tax health insurance deduction.

Per IRS guidelines, once you've chosen your benefit elections and the associated health insurance premium deductions for a plan year, certain modifications are restricted for those enrolled in the PTCP:

1. Transitioning from Family to Individual coverage is not allowed unless it's a result of a qualifying event, especially if your dependents still qualify for the existing coverage.
2. Voluntary termination of your coverage is not permissible if you qualify for said coverage, unless prompted by a qualifying event.

These restrictions apply only to adjustments made within the plan year, absent any PTCP-qualifying event.

Should you wish to amend any deductions, employees can revoke such authorization at any point. However, to do so, a formal written request detailing the desired changes or cancellation must be submitted to the Human Resources Department, provided these aren't related to deductions governed by the PTCP plan.

11.9 CONTINUATION OF COVERAGE THROUGH COBRA

Under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, if your employment with the City comes to an end (except in cases of gross misconduct), or if you no longer qualify for our group health insurance program due to reasons such as reduced working hours or an extended leave of absence, you and your qualifying dependents may still be eligible for a temporary continuation of health insurance coverage, albeit at your own cost. Upon the occurrence of any such qualifying event, you will be promptly informed about potential continuation coverage options available to you.

It's imperative to note that this provision ensures that there is no immediate disruption to your health coverage due to unforeseen employment changes. However, the responsibility of initiating and maintaining this continued coverage falls upon you. Upon receiving the notification detailing your COBRA rights and options, it's crucial to carefully review and adhere to all instructions and timelines outlined therein to ensure uninterrupted coverage. This provision serves as a safeguard to protect employees and their families during transitional phases.

CHAPTER 12 - PARTICIPATION IN POLITICAL ACTIVITIES

12.1 POLITICAL ACTIVITY AND CITY EMPLOYMENT

City employees are not allowed to become candidates for elective positions within the City of La Vergne's municipal government.

12.2 RUNNING FOR NON-CITY POSITIONS

Employees may seek candidacy for non-city political offices, as long as:

- There's no conflict of interest between the political role and their city position.
- The employees continue to fulfill their responsibilities and obligations to the City of La Vergne.

12.3 DISCUSSION OF NON-CITY CANDIDACY

Should an employee decide to run for a non-city political office, they must:

- Notify and meet with both their department head and the City Administrator within fifteen (15) days to discuss potential conflicts or impacts.
- If the City Administrator, after consultation with the Department Head, perceives a conflict or that the employee's work obligations are not being met, the employee may be directed to utilize vacation leave or take an unpaid leave for the duration of their campaign.

12.4 ALLOWED POLITICAL ACTIVITIES

While acting as private citizens, City employees may:

- Become members of political parties, clubs, or other organizations.
- Seek office within and participate actively in managing these organizations.
- Attend political meetings.
- Participate in decisions related to the political stances, candidates, and issues of these organizations.

12.5 RESTRICTIONS ON POLITICAL INVOLVEMENT

City employees are not allowed to:

- Use their city position or city resources, including uniforms, vehicles, and equipment, to endorse or support any political candidate.
- Present themselves as City representatives while participating in political activities.
- Endorse, support, oppose, or work against any candidate for a City office while on duty.
- Coerce or advise other City employees to support or oppose any political entity, make political contributions, or refrain from political activities.
- Solicit signatures for political petitions or actively promote political positions to fellow employees during work hours.
- Fail to meet their responsibilities to the City due to political commitments, regardless of the political role they may hold.

Nothing in this section is intended to restrict employees' lawful off-duty political activities or affiliations. The City's restrictions apply only to political activity conducted during work time or using City property, resources, or authority. These provisions shall be applied in a manner consistent with the City's Equal Employment

Opportunity policy in Section 3.1. For any questions or clarifications regarding this chapter, please direct inquiries to the City Administrator.

CHAPTER 13 - DISCIPLINE AND GRIEVANCE PROCEDURES

13.1 REASONABLENESS AND REVIEW OF DISCIPLINE DECISIONS

While employment with the City of La Vergne is at will and may be terminated at any time, with or without cause and with or without notice, the City strives to ensure that termination decisions are made in a manner that is reasonable, consistent, and based on documented facts and circumstances.

In determining whether termination is appropriate, the City may consider factors including, but not limited to, the nature and severity of the conduct or performance issue, the employee's work history and prior discipline, and any mitigating or aggravating circumstances.

Although progressive discipline may be used when appropriate, the City is not required to follow any particular disciplinary sequence and may proceed directly to termination when warranted.

All termination decisions will be reviewed by the Director of Human Resources and the City Administrator to confirm consistency with City policy and compliance with applicable law before being presented to the Mayor for approval. Nothing in this section alters the at-will employment relationship or creates any right to continued employment.

Maintaining discipline is essential for the smooth functioning of any organization. The collective respect and self-discipline of City employees ensure that we consistently achieve our standards and goals. Both management and employees play a role in upholding these standards. When one employee falls short, it places an added burden on others to fulfill those goals.

The City of La Vergne operates as an At-Will Employer, in line with the State of Tennessee's Department of Labor guidelines. This At-Will status means that the City of La Vergne has the discretion to take disciplinary action, suspend, or terminate any employee at any given time, for any reason, whether specified or not. This can be done with or without adhering to the progressive discipline procedures detailed in our policies.

A. Policy

Before taking any disciplinary action, the Department Head collaborates with both Human Resources and the City Administrator to discuss the employee's behavior or performance. If it's decided that disciplinary measures are necessary, the Director of Human Resources, upon receiving approval from the City Administrator and then the Mayor or their designee, has the authority to take various actions against the employee. These actions can include demotion, termination, pay reduction, or suspension without pay. The reasons for such actions can include, but are not limited to:

1. Acts of dishonesty, misconduct, defiance, or failure to meet job expectations. This also covers failing to follow established rules and written guidelines, as well as any behavior that tarnishes the City's reputation or causes unrest among its citizens and staff. Any deliberate neglect or violation of the City's Personnel Regulations or department-specific rules also falls under this category.
2. Being arrested, charged, or convicted of a crime that casts doubt on the employee's ability to fulfill their role within the City.
3. Engaging in drug abuse, declining to join a City-endorsed rehabilitation program when recommended, or refusing to undergo relevant drug tests when evidence suggests its necessity.

4. A track record with the City shows recurring disciplinary or performance issues, especially when the employee hasn't made efforts to improve despite the City's attempts to guide and warn them. This raises questions about the employees' suitability for continued employment with the City.

Other violations of the City's policies, such as inappropriate cell phone use or unauthorized recording, will also result in disciplinary action. Additionally, any employee suspended for a total of more than twenty days within a year may face termination.

13.2 DISCIPLINARY GUIDELINES

The City of La Vergne is committed to maintaining a professional and productive work environment. When necessary, we employ disciplinary measures to address and rectify job behavior or performance issues. Our approach to discipline is constructive and progressive, aiming to guide and inspire employees to fulfill their responsibilities to the City to the best of their abilities.

We ensure that all employees are well-informed about the expected standards of conduct, performance benchmarks, and the rules and regulations governing their roles. These guidelines are applied consistently, taking into account the nature of the violation, any extenuating circumstances, an employee's past record, and other pertinent factors. The intensity of the disciplinary action corresponds directly to the gravity of the violation.

If an employee's actions warrant a disciplinary measure more severe than a written warning, it may lead to heightened observation by their supervisor and the Department Head. This is to ensure the employee's adherence to expected standards and to decide if further disciplinary steps are necessary. Repeated or escalated breaches of conduct or performance, even if different from the initial issue, may result in more severe disciplinary action, potentially leading to termination. Employees are always given the opportunity to provide their perspective on any disciplinary action taken, and they can add this documentation to their personnel records.

The City's disciplinary process includes, but is not limited to, the following potential actions:

Categories:

1. **Attendance**
2. **Safety**
3. **Behavioral**

1. Attendance:	Minor Offenses: Tardiness without prior notice. Leaving early without prior notice. Unexcused absence for part of a day.	Moderate Offenses: Multiple unexcused absences in a month. Consistently failing to report absences in advance.	Major Offenses: Absence without notice for multiple days. A consistent pattern of tardiness over a prolonged period.
	2. Safety:	Minor Offenses: Failure to wear safety equipment when required.	Moderate Offenses: Repeated minor safety violations.
		Major Offenses: Serious breach of safety protocols leading to	

	Minor violations of safety protocols.	Causing minor harm due to negligence.	potential or actual harm. Negligence leading to significant property damage.
3. Behavioral:	Minor Offenses: Minor disagreements with colleagues. Failure to adhere to minor workplace decorum.	Moderate Offenses: Repeated minor behavioral issues. Disrespect towards co-workers, supervisors, or citizens.	Major Offenses: Harassment, bullying, or any form of discrimination. Acts of dishonesty, fraud, or theft.

An employee can have warnings in each category that do not overlap. For example, an employee can have a written warning in Attendance and verbal coaching in Safety simultaneously. The City reserves the right to escalate feedback to a higher level based on the severity and the circumstances surrounding the violation. For instance, a first-time major safety violation could lead directly to a final written warning or separation of employment if deemed necessary.

While any feedback will remain permanently in the employee's personnel file, progressive feedback should follow the appropriate levels if inside the following "active periods." These also apply to promotional job opportunities as they relate to section 4.8 (B) on Eligibility:

- A first written warning will remain in effect for six (6) months.
- A final written warning will remain in effect for twelve (12) months.

13.3 NOTICE TO EMPLOYEE OF DISCIPLINARY ACTION

The employee will be furnished a notice from management containing the nature of the action. Disciplinary action is not subject to appeal, but an employee subject to disciplinary action has the option of completing a rebuttal, which will be maintained in the employee's personnel file. The employee may be retained in status, suspended without pay, demoted, or dismissed, as deemed in the best interest of the City, for violation of these Personnel Regulations, misconduct as defined herein, or for any reason as defined under the City of La Vergne's At-Will Status. Termination decisions are subject to the reasonableness and review standards set forth in this Chapter.

13.4 GRIEVANCE PROCEDURES

A. Grievance Procedure

Retaliation for good faith reports of unlawful conduct is prohibited under Section 9.7 of these Personnel Regulations. An employee who has a grievance regarding a condition existing in his/her work environment, or who wishes to report a potentially improper or unlawful City policy or practice, or a specific action which adversely affects the employee (other than with respect to harassment, discrimination, or disciplinary issues), may utilize the following grievance procedure. Employees are encouraged and required to report safety issues to the Human Resources Department, as directed in Section 8.5 herein. Harassment complaints should be submitted in accordance with Section 9.4 herein. Disciplinary actions are not subject to this grievance procedure.

1. The employee shall notify his/her supervisor in writing that he/she has a grievance or wish to make a report and discuss the issues with the supervisor. If the grievance or issue raised by the employee involves his/her immediate supervisor, the employee will initially meet with the Department Head. Otherwise, the employee must first begin the grievance process with the supervisor rather than the Department Head. When a grievance is raised to any supervisory employee (or Department Head if necessary) of the City, it shall be the responsibility of the supervisor (or Department Head if necessary) to promptly discuss all relevant information regarding the grievance with the employee and to investigate or address the cause of the grievance to the degree that the supervisor (or Department Head if necessary) possesses the authority, if justified and appropriate to do so. The supervisor (or the Department Head, if necessary) shall respond in writing to the employee within five (5) workdays regarding the action to be taken in response to the non-disciplinary grievance.
2. If the employee is not satisfied with the response of his/her immediate supervisor, the employee may, within ten (10) workdays of said written response, appeal against the decision of the supervisor in writing to his/her Department Head. The Department Head may discuss the grievance with the employee, the employee's supervisor, the Human Resources Department, and any other parties deemed relevant by the Department Head. The Department Head shall respond in writing to the employee within ten (10) workdays regarding his/her decision on any corrective action to be taken in response to the employee's initial grievance. If the Department Head does not take action within ten (10) working days, the supervisors' ruling stands. The Department Head may extend the response time by notifying the employee and Human Resources of the anticipated completion date.
3. The employee shall have the right to appeal the Department Head's decision through the following procedure:
 - a) Submit a written appeal to the City Administrator within ten (10) days of receipt of the Department Head's decision. The written appeal shall contain a detailed description of the reason(s) for the appeal.
 - b) The City Administrator has the option to (1) conduct further investigation; and/or (2) conduct a hearing to make his/her determination and decision. If the City Administrator chooses to have a hearing, it must be held within fifteen (15) working days from receipt of the appeal. The City Administrator shall render his/her determination and decision to the employee within fifteen (15) workdays of receipt of a written appeal if a hearing is not conducted or within fifteen (15) working days of the hearing. If no action is taken by the City Administrator within fifteen (15) working days, the Department Head's ruling stands. The City Administrator may extend the response time by notifying the employee and Human Resources. The decision of the City Administrator shall be final in all grievance matters unless otherwise provided herein.
4. If a grievance is directed against a Department Head, the employee has the right to direct a grievance to the City Administrator in writing. The grievance shall fully set forth the employee's concerns and the suggested remedies to address the grievance. The City Administrator shall fully discuss the grievance with the employee, the employee's Department Head, the Human Resources Department, and any other parties deemed relevant by the City Administrator. The City Administrator shall respond in writing to the employee within fifteen (15) workdays regarding his/her decision on any corrective action to be taken in response to the employee's initial grievance.

5. The City Administrator reserves the right to review the decision of a Department Head where it is determined by the City Administrator that the Department Head did not take all factual information under consideration, or he/she deviated from procedures outlined in these Personnel Regulations. The City Administrator may set aside the decision of the Department Head and request that the Department Head conduct another hearing that properly considers the facts surrounding the matter and/or follow the procedures outlined in these Personnel Regulations. Such action taken by the City Administrator does not have to be prompted by a written appeal from the affected employee.
6. The grievance appeals procedure is intended as a method of resolving problems arising from the employment relationship. Legal representation of the employee will not be allowed during grievance hearings.
7. The written grievance and any appeal letters shall be given to the Human Resources Department for inclusion in the employee's personnel file.
8. The availability of this internal grievance procedure in no way alters or impacts the at-will status of all employees of the City.
9. An employee who wishes to make a report involving possible unlawful conduct, policy, or practice by the City has the option of submitting a report directly to the Director of Human Resources and/or the City Administrator. If the alleged conduct, policy, or practice involves the Director of Human Resources and/or the City Administrator, or the Mayor and Board of Aldermen, the employee may report the issue to the City Attorney.
10. Certain provisions of this Section will not apply to Internal Investigations conducted by the Police Department.

13.5 ACCIDENT REVIEW BOARD

The purpose of this program is to ensure that all City of La Vergne vehicles and equipment are operated safely to protect employees and the citizens of La Vergne, and to standardize how accidents are handled throughout the City. When an accident occurs, the employee shall immediately notify their immediate supervisor. The supervisor shall promptly notify the Director of Human Resources via text message or email, and the respective Department Director shall be notified as soon as practicable.

If the accident involves a motor vehicle, the La Vergne Police Department shall be called to investigate, unless the accident involves the La Vergne Police Department, in which case the Smyrna Police Department or the Tennessee Highway Patrol shall be contacted. If the La Vergne Police Department is unable to respond, the Smyrna Police Department or the Tennessee Highway Patrol shall be notified.

All accidents resulting in property damage or personal injury to employees or citizens, involving City-owned property or the property of others, shall be investigated, and the required reports shall be submitted. Copies of all reports must be provided to the Director of Human Resources.

Copies of all required employee and supervisor statements, photographs of the incident, body-worn camera and/or dash camera footage, police report information, and any other relevant documentation must be submitted to the Director of Human Resources for inclusion in the Accident Review Board file.

A. Authority to Investigate

1. The on-duty supervisor, Department Director, or Director of Human Resources shall ensure that all accidents involving City of La Vergne vehicles and/or equipment are promptly investigated and reported as required.

2. The Director of Human Resources is responsible for ensuring that all necessary investigative reports are completed and forwarded to the Accident Review Board for the following scheduled monthly review.

B. Accident Review Board

The Accident Review Board is intended to serve as the City's reviewing body for all accidents and incidents. The Board will review incidents to make recommendations to Department Directors to help prevent future occurrences. This review applies to all departments, except for the independent investigation of pursuits within the La Vergne Police Department.

The Board will review two categories of incidents:

- **Vehicle Accidents/Incidents with a TITAN Report** – Incidents involving City motor vehicles that result in injury or reportable property damage and for which a completed TITAN or law enforcement crash report exists. These incidents will be evaluated using established motor vehicle causation factors (e.g., improper backing, failure to maintain lane, following too closely).
- **Non-TITAN Vehicle Accidents/Incidents and Other City Property/Equipment Incidents** – Incidents involving City motor vehicles that do not meet TITAN reporting requirements, as well as incidents involving damage to City property or equipment, including but not limited to mowers, backhoes, tools, facilities, or other assets. These incidents will be evaluated using causation factors such as negligence, distraction, failure to use proper personal protective equipment (PPE), improper operation, or failure to follow safety procedures.

In accordance with TCA: 55-10-107(a)(1), for incidents resulting in less than \$400.00 in damage to City property and/or incidents that do not result in an insurance claim being filed, the Accident Review Board may consider the employee's overall safety and incident history when making its recommendations. In such cases, the Board may emphasize corrective actions, coaching, training, or other remedial measures intended to improve safe work practices, rather than formal disciplinary action, when appropriate.

Monthly review notifications will be emailed to employees whose cases are scheduled for review. Employees should notify the Human Resources Department if they intend to attend the review of their case.

Certain members of the Board may be prohibited from participating in an accident review, including:

1. Members of the Accident Review Board who were involved in the accident being reviewed.
2. Direct supervisors of the employee involved in the accident; and
3. Any other situation in which a conflict of interest may exist.

C. Documentation

The following documentation is required for the Accident Review Board to conduct a thorough and fair review of the accident:

1. **Accident/Injury/Loss Report** – This report shall be completed by the employee and reviewed, signed, and dated by the employee's supervisor before being forwarded to the Director of Human Resources.
2. **Tennessee Uniform Traffic Crash Report** – A City of La Vergne Police Department traffic crash report, if applicable.
3. **Photographs and Video** – Any photographs or recorded video taken at the scene of the accident, including body-worn camera and/or dash camera footage when applicable, must be

submitted to the Human Resources Department for inclusion in the file presented to the Accident Review Board.

4. **Maintenance Records** – If the driver/operator states that the accident resulted from a mechanical failure, the vehicle or equipment shall be inspected and/or tested immediately by the Fleet Manager or Director of Public Works. The results of the inspection shall be forwarded to the Director of Human Resources.

D. Procedures

1. The Accident Review Board shall review all available documentation and determine whether the accident was **preventable** or **non-preventable** on the part of the employee.
2. If the accident is determined to be non-preventable, no disciplinary action shall be recommended.
3. If the accident is determined to be preventable, appropriate corrective or disciplinary action shall be recommended in accordance with the measures outlined in the following section.

E. Definitions

1. **Negligence** – Careless, lax, or inattentive conduct; the failure to use a reasonable amount of care when such failure results in injury or damage to another person or property.
2. **Reckless Operation** – Knowingly taking a risk; being aware of the conduct and consciously disregarding the risks involved.
3. **Non-Contact Incident** – An incident involving a City of La Vergne vehicle and/or equipment operator in which no vehicle contact is made, but where it is shown that the vehicle or operator contributed to the accident.
4. **Accident** – Any occurrence resulting in personal injury or property damage to a City employee, City property, private individual, or private property, including but not limited to traffic accidents, property damage, and non-contact incidents.
5. **Preventable Accident** – Any accident that results in property damage or physical injury that could have been avoided through reasonable action by the employee.
6. **Violation** – An infringement or breach of a law, rule, or policy.
7. **Vehicle** – A device or conveyance for transporting persons or property. For purposes of this program, vehicles include, but are not limited to, motor vehicles (cars, trucks, and fire apparatus) and heavy equipment (such as backhoes).
8. **Equipment** – Tools or machinery used in City operations that are not designed to be operated on a roadway, including but not limited to trailers, mowers, and similar equipment.
9. **Vehicle Crash** – An accident involving a motor vehicle operated by a City employee that results in injury or reportable property damage and for which a law enforcement or TITAN crash report exists.
10. **Non-Vehicle Accident/Incident** – An incident not involving a reportable motor vehicle crash, including but not limited to equipment damage, property damage, or employee injury occurring during City operations.

F. Disciplinary Action

1. Authority

When an employee is the driver/operator of a City of La Vergne vehicle and/or piece of equipment involved in an accident that is determined to have been **preventable** by the Accident Review Board, appropriate disciplinary action will be recommended to the Director of the Department. The Accident Review Board does not administer discipline. Final authority to impose discipline rests with the Department Director and/or City Administrator, and termination decisions rest with the Mayor. The

Accident Review Board will make recommendations based on a points system, with points awarded for contributing factors to the accident and credited for items such as a good driving record and extenuating circumstances.

2. Point System for Vehicle Crash Review

All applicable point values shall be selected from each of the following categories:

a) Driver's Contributing Action

- Reckless Operation 10 pts.
- Traffic Signal Violation 10 pts.
- Negligence 8 pts.
- Speeding 8 pts.
- Improper Backing 4 pts.
- Struck Fixed Object 4 pts.
- Following Too Closely 4 pts.
- Improper Lane Change 4 pts.
- Other 3 pts.

b) Preventable Accidents in the Past Twenty-Four (24) Months

(Does not include the case currently under review)

- Four or more accidents 8 pts.
- Three accidents 6 pts.
- Two accidents 4 pts.
- One accident 2 pts.

c) Seatbelt Use (*on a public roadway*)

- Used -2 pts.
- Not used +2 pts.
- N/A 0 pts.

d) Siren / Warning Lights / Hazard Lights

- Used -2 pts.
- Not used +2 pts.
- N/A 0 pts.

e) Spotter

- Used -2 pts.
- Not used +2 pts.
- N/A 0 pts.

f) Good Driving Record with the City of La Vergne

- 5 or more years -8 pts.
- 4 years -6 pts.
- 3 years -4 pts.
- 2 years -2 pts.

- 1 year..... -1 pt.
- Less than 1 year 0 pts.

3. **Point System for Non-Vehicle Accident/Incident Review**

All applicable point values shall be selected from each of the following categories:

a) **Driver's Contributing Action**

- Reckless Behavior/Willful Disregard 10 pts.
- Negligence 10 pts.
- Distraction 8 pts.
- Improper Operation of Equipment 8 pts.
- Failure to follow safety procedures 5 pts.
- Failure to use required PPE 5 pts.
- Failure to use spotter when required 5 pts.
- Struck fixed object/property 4 pts.
- Other 3 pts.

b) **Preventable Accidents in the Past Twenty-Four (24) Months**

(Does not include the case currently under review)

- Four or more accidents..... 8 pts.
- Three accidents 6 pts.
- Two accidents..... 4 pts.
- One accident 2 pts.

c) **Seatbelt Use (on a public roadway)**

- Used -2 pts.
- Not used +2 pts.
- N/A 0 pts.

d) **Good Driving Record with the City of La Vergne**

- 5 or more years -8 pts.
- 4 years -6 pts.
- 3 years -4 pts.
- 2 years -2 pts.
- 1 year..... -1 pt.
- Less than 1 year 0 pts.

G. **Disciplinary Guide**

Disciplinary action is based on the total number of points accumulated for the accident and the employee's driving history for the past twenty-four (24) months. The point values below serve as a guide to promote consistent application. However, the Accident Review Board must consider the totality of the circumstances, including (but not limited to) the severity of any injury, the extent of damage, and any disregard for life or property. **Unpaid suspension shifts will match the employee's normal shift schedule, with a maximum of twelve (12) hours of unpaid time.**

While progressive discipline is intended, the City reserves the right to recommend a higher level of discipline based on the seriousness of the incident.

For non-injury incidents that do not result in an insurance claim and do not involve a TITAN crash report, the Accident Review Board may, after reviewing the employee's overall safety record and prior incident history, elect to treat the incident as non-recordable for accident review purposes. In such cases, Human Resources will document and track the review. Still, no points, corrective action, or disciplinary action will be recommended when the Board determines that a coaching or awareness approach is more appropriate to promote safe behavior.

First Preventable Accident in the Past Twenty-Four (24) Months

Points	Action Recommended
6 or fewer	Counseling Email
7 – 13	Safety Written Warning
14 – 20	Safety Written Warning & One (1) shift unpaid suspension.
21 or more	Safety Written Warning & Two (2) shifts of unpaid suspension.

Second Preventable Accident in the Past Twenty-Four (24) Months

Points	Action Recommended <i>(is progressive)</i>
8 or fewer	Safety Written Warning
9 – 13	Second Safety Written Warning
14 – 20	Second Safety Written Warning & Two (2) shifts of unpaid suspension.
21 or more	Second Safety Written Warning & Three (3) shifts of unpaid suspension.

Third Preventable Accident in the Past Twenty-Four (24) Months

No take-home vehicle (if applicable) and a **Safety Final Written Warning**, plus:

Points	Action Recommended <i>(is progressive)</i>
8 or fewer	One (1) shift unpaid suspension.
9 – 15	Two (2) shifts of unpaid suspension.
16 – 19	Three (3) shifts of unpaid suspension.
20 or more	Four (4) shifts of unpaid suspension.

H. Additional Provisions

1. Three (3) or more preventable accidents within a twenty-four (24) month period shall result in suspension of take-home vehicle privileges (if applicable) for one (1) year and issuance of a Safety Final Written Warning. If the employee does not have a take-home vehicle, their privilege to operate a City-owned vehicle while on duty may be suspended.
2. Any employee determined to be responsible for a preventable accident may be required to complete a Remedial Driving Course successfully.
3. Failure to report an accident involving City-owned vehicles and/or equipment is a violation of this program and may also constitute a violation of Tennessee law. Such failure will be treated as the equivalent of three (3) or more preventable accidents within the past twenty-four (24) months for disciplinary purposes.

4. The Accident Review Board may recommend any other action up to and including termination of employment; however, the final authority to impose discipline rests with City leadership as outlined above.

I. Appeals

Employees who receive disciplinary action for preventable accidents may submit an appeal to the City Administrator pursuant to Chapter 13 of the City of La Vergne Employee Handbook. Although disciplinary actions are not subject to appeal, an employee may challenge whether the Accident Review Board followed the established procedures and guidelines in reaching its recommendation.

CHAPTER 14 - TITLE VI AND VII COMPLIANCE

14.1 TITLE VI COMPLIANCE STATEMENT

The City of La Vergne is committed to upholding and enforcing Title VI of the Civil Rights Act of 1964. Title VI mandates that no individual shall, on the grounds of race, color, or national origin, be denied access to, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives federal financial support.

14.2 SCOPE OF TITLE VI

Title VI applies to all the City's operations, programs, and activities that are federally funded, regardless of the amount of funding received. All City departments, employees, contractors, and any entity representing or conducting business on behalf of the City of La Vergne are required to comply with this policy.

14.3 TITLE VII COMPLIANCE STATEMENT

In addition to Title VI, the City of La Vergne is also committed to upholding and enforcing Title VII of the Civil Rights Act of 1964. Title VII prohibits employment discrimination based on race, color, religion, sex, or national origin.

14.4 PROTECTIONS UNDER TITLE VII

It is the policy of the City of La Vergne to:

1. Ensure that all hiring, firing, and promotion decisions are made without regard to race, color, religion, sex, or national origin.
2. Address and resolve any complaints of workplace discrimination in a timely and effective manner.
3. Provide training and resources to all employees to promote understanding, respect, and compliance with Title VII.
4. Promote a diverse, inclusive, and respectful work environment for all employees.

14.5 REPORTING DISCRIMINATION

Any individual who believes they have been discriminated against based on race, color, national origin, religion, or sex, in violation of Title VI or Title VII, is encouraged to report the incident to the City's designated Title VI/Title VII Coordinator. The City will thoroughly investigate all complaints and take appropriate action to resolve and rectify any issues.

14.6 TITLE VI / TITLE VII COORDINATOR

The City of La Vergne has appointed a Title VI/Title VII Coordinator who is responsible for ensuring compliance, handling complaints, and providing training and resources related to these titles. Contact information for the coordinator is available at the City's main office and on the official website.

14.7 TRAINING AND RESOURCES

The City of La Vergne is committed to ongoing training and education for its employees about Title VI and Title VII. Regular training sessions will be held, and resources will be made available to all employees to promote a comprehensive understanding of these critical civil rights laws.

14.8 REVIEW AND UPDATES

This policy will be periodically reviewed and updated to ensure the City remains in compliance with evolving interpretations and guidelines under Titles VI and VII.

14.9 COMMITMENT

The City of La Vergne is unwavering in its commitment to upholding the principles of equality, fairness, and justice as enshrined in Titles VI and VII of the Civil Rights Act of 1964. Discrimination in any form will not be tolerated, and the City will make every effort to ensure that all its programs, activities, and employment practices are free from bias and prejudice.

CHAPTER 15 - DRUG-FREE WORKPLACE POLICY

The City of La Vergne prioritizes the safety, health, and well-being of all its employees and those we serve. Recognizing the dangers and disruptions that alcohol and drug use can cause, we've developed a robust policy that fosters a drug-free environment while simultaneously ensuring respect for individual rights.

Objective

Promote a safe and efficient workplace by preventing the detrimental effects of alcohol and drug use on our employees and the community.

Mission Statement

Ensuring a healthy and productive work environment, the City of La Vergne is dedicated to safeguarding every individual's safety and well-being. We acknowledge the challenges posed by alcohol and drug use and are dedicated to countering these threats through our drug-free workplace initiative.

Policy Statement

The City of La Vergne believes that alcohol and drug involvement can disrupt our work environment, diminish employee performance, pose severe health risks, and decrease overall productivity and morale. While we respect our employees' private lives, any off-job alcohol or drug use that compromises job performance or public safety will not be tolerated. We strictly enforce our policy on drug and alcohol use and possession to ensure a safe workplace for all.

Support and Assistance

Understanding the complexities of addiction, the City of La Vergne earnestly encourages employees facing drug or alcohol issues to proactively seek assistance. Our Employee Assistance Program (EAP) provides confidential resources not only for our employees but also for their family members dealing with challenges related to substance abuse. Please contact the Human Resources Department for further information and support.

Remember, choosing a drug-free life is not just about adhering to a policy; it's about safeguarding your health, well-being, and the community we serve. Your proactive steps today can lead to a healthier tomorrow.

15.1 WHO IS COVERED BY THE DRUG FREE WORKPLACE POLICY

This policy is intended to clarify that it applies to any individual who conducts business for the City of La Vergne, is applying for a position, or is conducting business on the City of La Vergne's property. Also, this policy applies to all employees of the City of La Vergne, regardless of race, sex, or status.

A. When the policy applies

It is the intent of the City of La Vergne to set forth a clear and consistent policy regarding the use of both alcohol and drugs. Our drug-free workplace policy is intended to apply whenever anyone represents or conducts business for the City of La Vergne and includes, but is not limited to, the following.

1. During all working / on-duty hours.
2. Whenever conducting business or representing the City of La Vergne.
3. While on call, paid standby.

4. While on company property.
5. At company-sponsored events
6. While working off-duty employment, while in the uniform of the City of La Vergne.

B. Type of Behavior

Using, possessing, selling, trading, or offering alcohol, illegal drugs, or intoxicants at our workplace is strictly against our policy.

The City of La Vergne acknowledges that certain medications, both prescription and over-the-counter, can affect an employee's decision-making, judgment, and ability to operate equipment safely. While the use of prescription and standard-dose over-the-counter medications is not forbidden, employees must be vigilant. If you're taking any such medications, consult with your physician or pharmacist to ensure they won't impair your work safety. Should there be a risk, you're obligated to take necessary steps – like taking a sick day, requesting different duties, or informing your supervisor – to maintain a safe work environment.

Unauthorized or illegal use of prescription drugs is not allowed. Deliberately misusing or abusing prescription medications goes against our drug-free workplace ethos. Any decline in job performance or accidents stemming from this will lead to disciplinary measures. Certain medications, like amphetamines and benzodiazepines, might result in a positive drug test. If this occurs, a designated company medical professional or relevant personnel will seek clarification to ensure there's a legitimate medical reason, like a doctor's prescription, behind the positive result.

C. Notification by employee of drug-related convictions.

If an employee is found guilty of a workplace-related drug offense, they must inform the City of La Vergne in writing within 3 days of the conviction. Upon receiving this notification, the city will respond within a day. Relevant federal contracting entities will be informed as necessary.

D. Searches

The City of La Vergne reserves the right to inspect any of its properties if there is suspicion of a breach of its Drug-free Workplace policy. Employees may be requested to comply with such inspections at any given time. Agreeing to these searches is a mandatory term of employment.

15.2 DRUG TESTING

Under the Drug-free workplace policy, there are various reasons for the implementation of drug tests, including but not limited to the following:

1. Deter employees from abusing drugs and alcohol.
2. Prevent the hiring of individuals who use illegal drugs.
3. Provide early identification and referral of employees who have drug and/or alcohol problems.
4. Provide a safe workplace for other employees.
5. Ensure public safety and instill citizen confidence that employees are working safely.

The City's drug testing program will follow the Substance Abuse and Mental Health Services Administration's (SAMHSA) mandatory guidelines for workplace drug testing, which require a Medical Review Officer to review the test. Testing will be done only for those drugs identified in the SAMHSA guidelines (marijuana, cocaine, opiates, amphetamines, and phencyclidine) for which drug laboratories are certified.

To ensure the accuracy and fairness of the testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing information will be maintained in a separate, confidential record.

The following is a listing of a variety of circumstances in which the City of La Vergne may require a drug test, along with an explanation of each type of test:

A. Pre-Employment

Required of all safety-sensitive position applicants once a conditional offer of employment has been made. Applicants agree to be tested as a condition of employment and are not hired if they fail to provide a negative test result.

B. Pre-Duty

Testing is used when an employee is transferred from a position where he or she was not subject to testing to a position where testing is required. This type of testing is also used when an employee has been offered a promotion. If the employee tests positive, the offer of a transfer or promotion is withdrawn, and the employee is usually required to participate in rehabilitation as previously described in this policy.

C. Random

1. All employees in positions that the City has designated as Safety Sensitive are subject to random drug and alcohol testing.
2. Seasonal employees, part-time employees, and temporary employees who are performing work in Safety Sensitive positions are subject to Random Testing on the same basis as full-time employees.
3. The frequency of testing will differ. Testing will be reasonably distributed throughout the year and will not be conducted on a semi-annual or annual basis. Because a large number of employees will be covered by Random Testing, testing may occur at different locations, on different days within the same month, or even in the same week, as long as the testing is reasonably spread across the twelve (12) month period. Some employees may be tested more than once each year, while others may not be tested at all, depending on the random selections.
4. The testing will be done using a third-party drug testing company. The Human Resources department will provide a monthly list of all safety-sensitive positions and their names so a random list can be generated. The drug testing company then sends the list directly to the Director of Human Resources. The Director of Human Resources or a designee shall sign each random list, certifying that it was compiled in accordance with this policy.
5. The testing shall take place just before, during, or just after the employee ceased performing Safety Sensitive functions. A maximum of three (3) hours will be allowed between notification of an employee's selection for random testing and the actual presentation for specimen collection. If an employee is unavailable (i.e., vacation, sick day, out of town, work-related injury, jury duty, etc.) to provide a specimen on the date the Random Testing occurs, the City may select from the alternate list provided by the drug testing company. The alternate list is also generated each month randomly.

6. Executing a safety-sensitive task refers to any time an employee is actively engaged in, prepared for, or immediately available to undertake any function deemed safety-sensitive.

D. Post-Accident

Testing following an accident can help determine whether drugs and/or alcohol were a possible factor. Examples of criteria that would trigger a test after an accident will include, but not be limited to:

- Fatalities.
- Injuries that require anyone to be removed from the scene for medical care.
- Damage to vehicles or property.
- Citations issued by the police.

E. Reasonable Suspicion

Reasonable suspicion testing, also referred to as probable cause testing, is conducted when supervisors/department heads document observable signs and symptoms that lead them to believe that the individual may pose a danger to themselves, other employees, or the public. Possible causes requiring a test of reasonable suspicion:

- Specific observations concerning appearance, behavior, speech, body odors, or performance.
- Violations of any safety rule or unsafe work incident, which, after further investigation of the employee's behavior, leads the supervisor to believe the employee may be unsafe.
- Other physical or existing indicators of alcohol or other drug use.

F. Return to Duty

A one-time announced test that is used whenever an employee who has tested positive has completed the required treatment and is ready to return to the workplace. This type of testing may also be used for an employee who has been absent for an extended period.

G. Follow-up

Follow-up testing is also called post-rehabilitation testing. This testing is conducted after an employee returns to the workplace following rehabilitation. It is administered on an unannounced, unpredictable basis for a period of up to five years.

15.3 WHAT SUBSTANCES ARE TESTED AND HOW THEY ARE TESTED.

Typically, urine is the most utilized. On various occasions, saliva, hair, or blood testing may also be required. The substances for which testing is commonly performed are those that the National Institute for Drug Abuse (NIDA) designated as "illegal" drugs for purposes of the Federal Drug Testing programs.

A. The following items will be tested:

- Amphetamines
- Barbiturates
- Cocaine
- THC/Marijuana
- Opiates
- PCP
- Benzodiazepines
- Alcohol

- Methadone
- MDM/MDMA
- OXC/Oxycodone
- BUP/Buprenorphine

B. Consequences for Violation of Drug-Free Workplace Policy

The City of La Vergne's drug-free workplace program aims to motivate employees to proactively seek assistance for alcohol and/or drug issues. Yet, if an employee breaches this policy, the repercussions are significant. Specifically, if an employee tests positive for substances before seeking help and the result is confirmed by the MRO, the employee will be terminated.

C. Applicants

If an applicant violates the drug-free workplace policy, the offer of employment will be withdrawn, and the applicant may not reapply.

15.4 RETURN-TO-WORK GUIDELINES

The City of La Vergne prioritizes the health and well-being of its employees and recognizes that substance abuse can be addressed and treated. Our Return-to-Work Guidelines (RTWG) outline the city's expectations and the subsequent steps for employees who proactively seek help with alcohol and/or drug problems **before** any policy violation, including a positive drug test.

Guidelines for Return to Work after Voluntary Disclosure: If an employee voluntarily discloses their substance abuse challenges before any policy violation:

Acknowledgement & Support: The employee acknowledges the challenges they're facing and commits to seeking help. The City of La Vergne supports this proactive step toward rehabilitation.

Guided Return-to-Work Process: The employee will collaborate with the City of La Vergne to establish a clear, written Return-to-Work Agreement. This agreement sets the terms for continued employment and the path forward.

Sample Return-to-Work Agreement: This Return-to-Work Agreement is enacted when:

- The employee voluntarily discloses substance use challenges.
- The employee agrees to abide by the City of La Vergne's drug and alcohol policy.
- The employee commits to relevant medical professional recommendations.
- The employee consents to unannounced follow-up testing for a span of three years.
- Compliance will be monitored through updates from medical professionals.
- Costs of treatments not covered by insurance will be paid by the employee.
- If leave is required for rehabilitation, it may be availed as per accrued leave policies.

Assistance Available: The City of La Vergne is dedicated to assisting employees in addressing substance use challenges:

- We advocate for early intervention and proactive measures to address potential drug and/or alcohol problems.
- Employees are encouraged to use local, qualified professionals for evaluating and seeking treatment.
- A curated list of these professionals will be made available.
- Accrued paid leave can be used by employees during their treatment phase.

- While certain treatments might be covered by the employee benefit plan, the employee holds the final financial responsibility for the recommended treatment.

Note: This Return-to-Work Agreement is exclusive to those who **voluntarily** come forward **before** any positive drug test or policy violation.

15.5 EMPLOYEE CONFIDENTIALITY/PROTECTION

All information received by the organization through the drug-free workplace program is confidential. Access to this information is limited to those with a legitimate need to know, in compliance with relevant laws and management policies.

15.6 SUCCESS OF THE POLICY

Maintaining a safe and efficient drug-free workplace hinges on the collective effort of every member of our organization. Both management and staff play pivotal roles in upholding this environment. Employees are strictly advised not to be on duty or report to work if their performance abilities are compromised by alcohol or drug use, regardless of whether the consumption occurred on or off duty. Employees should notify the Director of Human Resources or the City Administrator if their supervisor or department head is requiring them to report to work due to staffing issues or any other reason, if they are impaired.

Furthermore, employees are encouraged to:

- Prioritize operating within a secure environment.
- Support colleagues in their pursuit of assistance.
- Alert supervisors about any potentially hazardous behaviors.

On the other hand, the role of the supervisor or department head includes:

- Educating employees about the drug-free workplace policies.
- Monitoring employees' daily performance.
- Investigating or reporting any report of unsafe activities.
- Recording performance discrepancies and challenges.
- Guiding employees towards achieving desired performance levels.
- Explicitly communicating the repercussions of breaching the policy.

15.7 POLICY COMMUNICATION

Ensuring clear communication about our drug-free workplace policy to every team member, from employees to supervisors, is fundamental for our program's effectiveness. To make certain everyone is informed and understands their role in upholding our commitment to a drug-free workplace:

- Every employee will be provided with a written version of the policy.
- New team members will undergo a review session regarding the policy during orientation.
- The policy will be discussed during safety briefings.
- Annually, all team members will receive updates or revisions to the policy.
- All employees will be educated about the risks associated with alcohol and drug use, as well as the resources available for assistance.

CHAPTER 16 - Dayforce Human Resource System & Guidelines

The City of La Vergne is committed to accurate and accountable timekeeping for all employees. We use Dayforce (DF) as our primary Human Resource Information System (HRIS). The use of DF is **mandatory** for all employees, and it is important to understand and follow the policies associated with this program.

16.1 CLOCK-IN

All non-exempt employees are required to utilize DF to clock in at their scheduled work time. Employees may clock in up to 5 minutes before or 4 minutes and 59 seconds after their scheduled start time without being paid late. Pay will still start at your scheduled time for **payroll purposes only**. However, if you are scheduled to start at 8:00 AM and clock in at 8:03 AM, your department may still consider this late. Payroll paying you for your grace period does not exempt you from being on time for rollcall, stand-up meetings, or other departmental expectations. *Example: An employee is scheduled to start at 8:00 AM and clocks in at 7:55 AM. DF will record this employee as starting on time at 8:00 AM.*

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:04 AM. DF will record this employee as starting on time at 8:00 AM.

If an employee clocks in between five (5) and fifteen (15) minutes after their scheduled shift start time, a grace exemption period will apply before the employee is considered late. During this grace period, payment will start from the actual clock-in time.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:12 AM. This employee will be paid from 8:12 AM, but they will not be marked as late if they have not exhausted their four (4) exemptions that quarter.

Each employee is allowed **4 grace period exemptions per quarter**. A grace period of 5-15 minutes after your scheduled shift time allows you to clock in without an attendance warning, but pay will start at the actual clock-in time. After the 4th exemption, any additional late clock-ins will result in disciplinary action. The **4 grace period exemptions per quarter** are defined as: January - March; April - June; July - September; and October - December.

Once an employee has used all four (4) grace period exemptions in a quarter, any subsequent late clock-ins within the same quarter will be escalated through performance feedback, as defined in Section 13.2 of this handbook.

- **First Violation:** Verbal Coaching - Informal discussion to address the issue and provide guidance.
- **Second Violation:** Written Warning - Formal documentation of the violation placed in your personnel file.
- **Third Violation:** Final Written Warning - Stronger action with additional observation from supervisors.
- **Fourth Violation:** Suspension or Termination - Depending on the circumstances, more severe actions may be taken, including termination of employment.

Employees are encouraged to be proactive in addressing attendance issues to avoid disciplinary actions.

It is the responsibility of each employee to ensure they clock in and out accurately in DF. Failure to do so may result in disciplinary action.

16.2 MEAL BREAK

In compliance with Tennessee State Law (Tenn. Code Ann. § 50-2-103 (h)), all hourly (non-exempt) employees are mandated to take a thirty (30) minute off-the-clock break during their normal workday. Using the DF timekeeping program is essential in accurately recording these meal breaks.

1. Meal breaks (typically 30 or 60 minutes) are unpaid for non-exempt employees, provided the employee is completely relieved from work duties. If meal breaks are interrupted for work-related tasks, the employee must immediately report this to their supervisor to ensure proper payment and compliance with wage and hour laws.

Any failure to follow these meal break procedures will be addressed in accordance with the performance feedback defined in Section 13.2 of this handbook.

16.3 CLOCK-OUT

All employees must clock out using the DF program at the end of their workday. The time at which an employee clocks out is considered the actual end of their shift for pay calculation purposes.

1. There is no grace period associated with clocking out early. If an employee clocks out before their scheduled end time, their pay will be reduced accordingly.

Example: An employee's schedule concludes at 5:00 PM. The employee clocks out at 4:54 PM. As there is no grace period for clocking out, this employee will have six (6) minutes deducted from their paid time for that shift.

2. Flexing time, or the practice of adjusting start and end times within the same workday, is not permitted without prior permission from a supervisor, according to Section 8.3 of the employee handbook.

Any instances of unauthorized flexing will be addressed in accordance with the performance feedback defined in Section 13.2 of this handbook.

16.4 EXCEPTIONS

In the context of this policy, an exception is any deviation from the standard scheduled workday as outlined in the preceding sections of this handbook.

1. Exceptions can encompass a range of situations, such as technical issues with the DF system, unavoidable delays in clocking in or out, or circumstances that necessitate a shift in schedule.
2. All exceptions will be automatically reported to the supervisor immediately through DF. The supervisor will, in turn, review the exception and take appropriate action.
3. It is important to note that exceptions are not inherently negative. Rather, they serve to accurately reflect any irregularities in an employee's workday and ensure fair and accurate pay.
4. Despite this, recurrent exceptions, especially without valid justification, can indicate an issue with time management or policy adherence and will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

Example: An employee clocks in 20 minutes before their scheduled shift. DF will flag this punch as an exception, given that it is outside of the allowed grace period and/or scheduled shift. The supervisor will then conduct a seek-to-understand conversation with the employee and take any appropriate action in DF while following any progressive feedback as outlined in Section 13.2 of this handbook.

16.5 MISSED PUNCH

Occasionally, an employee may forget to clock in or out, resulting in a "Missed Punch" in the DF system. This term refers to any instance where an employee fails to properly record their start time, end time, or meal breaks.

1. A missed punch is considered an exception, and it will automatically trigger a notification to the employee's supervisor.
2. Employees are permitted to correct a missed punch directly in the DF system. When making a correction, employees must add a comment explaining why the missed punch occurred.
3. This correction will flag an exception in the system and notify the supervisor, who is responsible for reviewing and approving the correction. This exception flag ensures transparency and accountability.
4. Repeated instances of missed punches may be a sign of negligence or policy non-compliance and will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

16.6 ACCESSING THE DF TIMECLOCK

The DF timekeeping system is designed to be accessible and convenient for all employees. The following outlines how employees can access the DF time clock:

1. **DF Mobile App:** Employees can download the DF app on their personal or city-issued phones. The app provides full access to the DF dashboard, including timekeeping features. The use of the DF app on your personal phone does not subject you to the Tennessee Open Records Act because your activity is stored in the DF system and not on your personal phone.
2. **DF Web Portal:** The DF system can be accessed on any desktop computer or laptop by visiting the DF web portal. This can be done on both personal and city-issued devices.
3. **Tablets:** Installed tablets are available near the entry areas of all city buildings. These are preloaded with the DF system for easy access.

When accessing the DF system, employees are required to log in using their unique four (4) digit employee ID number and a self-created password. The employee ID number and initial password will be set up through a first-time access email from HR.

For security reasons, it is crucial to log out of the DF system when using a shared device. Leaving a profile logged in could allow unauthorized access to sensitive personal and employment information. Employees are expected to practice responsible digital habits, including logging out of their DF profile when they are finished using the system.

16.7 PHYSICAL WORK LOCATIONS

Every employee in the City of La Vergne is pre-assigned a physical work location within the DF system. This location corresponds to the department or building where the employee is scheduled to perform their duties.

Example: An employee who works in the Water Department will have their work location recorded in the DF system as Public Works, 148 International Blvd.

1. All employees are expected to clock in and out of their assigned physical work location. This helps ensure accuracy and fairness in our timekeeping system.

2. If an employee clocks in or out from a location other than their assigned work location, the DF system will detect this as a non-location-based punch. Any such punches require prior authorization from the employee's supervisor.
3. If unauthorized non-location-based punches are detected, employees should expect to receive feedback according to the performance feedback as defined in Section 13.2 of this handbook. Repeated occurrences may constitute a serious policy violation and may lead to escalated disciplinary measures.
4. Exceptions to the assigned work location rule may be made for employees who are working "on-call" or are called into work due to special circumstances. In such cases, employees will be permitted to clock in or out from a non-location-based access point. When making these exceptions, employees must add a comment to the punch explaining the nature of the unassigned schedule.

16.8 USE OF LEAVE TIME IN DF

Managing leave time is an important part of employee responsibilities. The DF system facilitates this process by enabling employees to submit leave requests directly through the DF dashboard.

1. To request leave, employees should click on the "Time Away" button from the DF dashboard. They will then select the type of leave requested. Options include Comp, Annual, PTO, Sick, FMLA, Bereavement, Jury Duty, and Kelly Day.
2. Supervisors will receive a notification when an employee submits a leave request. They are responsible for reviewing and either approving or declining these requests. The decision will be reflected in the DF system, and the employee will receive a notification regarding the status of their leave request.
3. Requests for annual leave must be submitted with a minimum of 24 hours' notice.
4. Under Section 10.4 (E) of the employee handbook, if an employee takes sick leave for more than two consecutive days, a doctor's note must be submitted to HR.
5. If an employee wishes to modify or cancel a leave request, they may do so via the same DF system path they used to submit the request.

16.9 BENEFIT ENROLLMENT

The DF system is integral to managing your benefits as a City of La Vergne employee. You are required to use the DF system for benefit enrollment, or when you wish to make changes to any city-offered benefits. These instances generally occur during one of two times:

1. **Open Enrollment:** This is an annual period when you can elect or modify your benefit choices. During this time, you can select health, dental, vision, or any other city-offered insurance and benefits.
2. **Qualified Life Events:** These are certain life events that allow you to make changes to your benefits outside of the open enrollment period. Employees have thirty (30) days from the effective date to make the change. Common qualified life events include marriage, birth of a child, divorce, loss of other health coverage, or certain changes in employment status.

To enroll or make changes, you will need to access your DF dashboard and follow the prompts for benefit enrollment or changes. Please remember that the appropriate documentation may be required to confirm your eligibility for certain benefits or changes.

16.10 PERSONAL INFORMATION

Maintaining accurate personal information is essential for ensuring effective communication, accurate tax forms, emergency response, and other employment-related needs. As an employee of the City of La Vergne, you are responsible for keeping this information up to date.

1. The DF portal is the primary platform for updating and maintaining all your personal information related to your employment. This includes but is not limited to your mailing address, tax information (W-4 forms), emergency contact information, and any other city-required documentation.
2. To update your personal information, log in to your DF dashboard and navigate to the section designated for personal information. Follow the prompts to make any necessary updates or changes.
3. It's important to update this information promptly when any changes occur. This helps ensure you receive all relevant communications and that your employment records remain accurate and up to date.

16.11 PAYROLL & DAYFORCE WALLET

The DF portal serves as your central hub for all payroll-related matters. This includes accessing pay stubs, reviewing your pay history, and managing your direct deposit settings.

1. To review pay stubs and pay history or make changes to your direct deposit settings, log into your DF dashboard and navigate to the payroll section. Follow the prompts to view your pay information or update your direct deposit details.
2. In addition to these standard payroll features, DF offers a unique program called "Dayforce Wallet." This feature allows employees to request a no-fee cash advance on their next payroll check. Please note, this is an optional feature and should be used responsibly. Any advances you request will be fully deducted from your subsequent regular paycheck.
3. The funds associated with Dayforce Wallet are not provided by the City of La Vergne and are processed internally by Ceridian. The city has no control over these transactions and bears no responsibility for repayment.

16.12 REVIEWING YOUR TIME SHEET

Accurate scheduling and timekeeping are essential for smooth operations in the City of La Vergne. The DF system enables employees to conveniently review their work schedules and time sheets.

1. Employees can log into DF at any time to review their posted schedule and check their timesheets. This allows employees to manage their time effectively and ensures that they are aware of any schedule changes. All employees should authorize their time sheets after completing punches for the day. This is the "virtual" signature that acknowledges the sheet accurately reflects the time worked.
2. Supervisors bear the responsibility for maintaining accurate and up-to-date schedules for each of their direct reports. This includes promptly updating schedules to reflect any changes or adjustments.
3. Employees are responsible for clocking in and out according to their assigned schedule. This contributes to accurate timekeeping and payroll calculations.
4. In addition to adhering to their schedule, employees are also responsible for the accuracy of their timesheets. This includes verifying their clock-in and clock-out times and ensuring that any leave or other time off is correctly recorded.

CHAPTER 17 - AMENDMENTS TO EMPLOYEE HANDBOOK

17.1 AMENDMENTS

Amendments or revisions to this Employee Handbook may be recommended for adoption by the City Administrator or by the Board of Mayor and Aldermen of its own initiative. Such amendments or revisions of these regulations, policies, and procedures shall become effective upon approval by the Board of Mayor and Aldermen.

All departmental regulations, policies, and procedures as presently constituted or hereinafter adopted, which are not in conflict with these regulations, policies, and procedures, shall be in effect.

17.2 SEVERABILITY

If any Charter, Article, or Section of this Employee Handbook is found to conflict with Federal, State, or City laws and regulations, or Court decision, that Section will continue in effect only to the extent permitted by such law or regulation or Court decision. If any Charter, Article, or Section of this handbook is or becomes invalid or unenforceable, such invalidity or unenforceable nature will not affect or impair any other Charter, Article, or Section of this handbook.

Acknowledgement of Receipt City of La Vergne Employee Handbook

This acknowledgement is signed by each employee inside the Dayforce platform.

I hereby acknowledge receipt of the City of La Vergne Employee Handbook, effective from February 3, 2026, or have been directed to the relevant website containing the City Charter and Municipal Ordinance. I recognize that the Handbook delineates the City's current policies, procedures, and benefits. I commit to familiarizing myself with its contents.

I am aware that this Employee Handbook does not create any contractual obligations and serves only as a guide to policies and procedures. The City retains the right to modify, remove, or amend any content within the Handbook, excluding the "at-will" employment policy, without prior notice. I understand that it is my responsibility to be familiar with all changes approved by the Board of Mayor and Aldermen by reading the reports. I also understand and acknowledge that I can always see the latest version of the handbook on the Employee Information Portal.

I understand my employment with the City is on an "at-will" basis, meaning either party may terminate the employment relationship without cause. This at-will status remains consistent and cannot be changed by any oral or implied promises. No content within the Employee Handbook guarantees or implies continued employment.

I also understand that while the Handbook highlights various benefits, the City is under no obligation to provide these indefinitely and can adjust or terminate them without notice.

This Employee Handbook supersedes all previous versions and other related documents. Any preceding guidelines, handbooks, or policies are rendered obsolete. The Handbook remains the property of the City and must be returned upon the termination of my employment.



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 11. **Resolution #2026-05** - A Resolution to Accept the Uptown Subdivision (Lot 1 of the Richland South, LLC Property) - Located at 5343 Murfreesboro Road. (This received a favorable recommendation from the Planning Commission on October 28, 2025.)

Department: Planning **Presented By:** Bo Logan

Item Attachments: 1. Resolution #2026-05

Purpose:

This resolution will formally accept Uptown Subdivision (Lot 1 of the Richland South, LLC Property) - Located at 5343 Murfreesboro Road.

Background:

The developer has requested that this phase be accepted by the city. On October 28, 2025, the Planning Commission sent a favorable recommendation to the Board of Mayor and Aldermen 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 #2026-05

A RESOLUTION TO ACCEPT THE UPTOWN SUBDIVISION (LOT 1 OF THE RICHLAND SOUTH, LLC PROPERTY).

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Uptown Subdivision (Lot 1 of the Richland South, LLC Property) - Located at 5343 Murfreesboro Road; and

WHEREAS, the City of La Vergne Planning Commission, on October 28, 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 Uptown Subdivision (Lot 1 of the Richland South, LLC Property), 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.

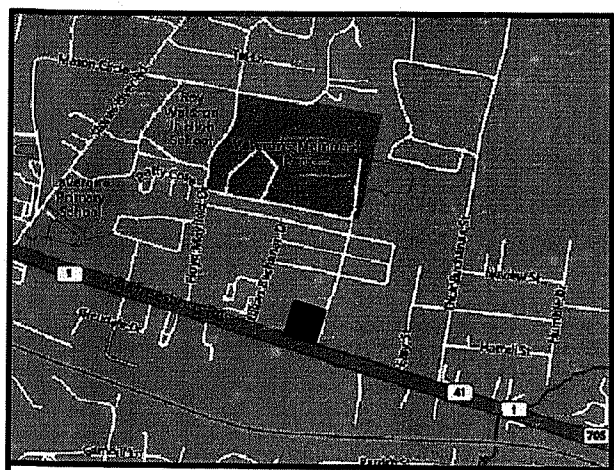
SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 3rd day of February, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

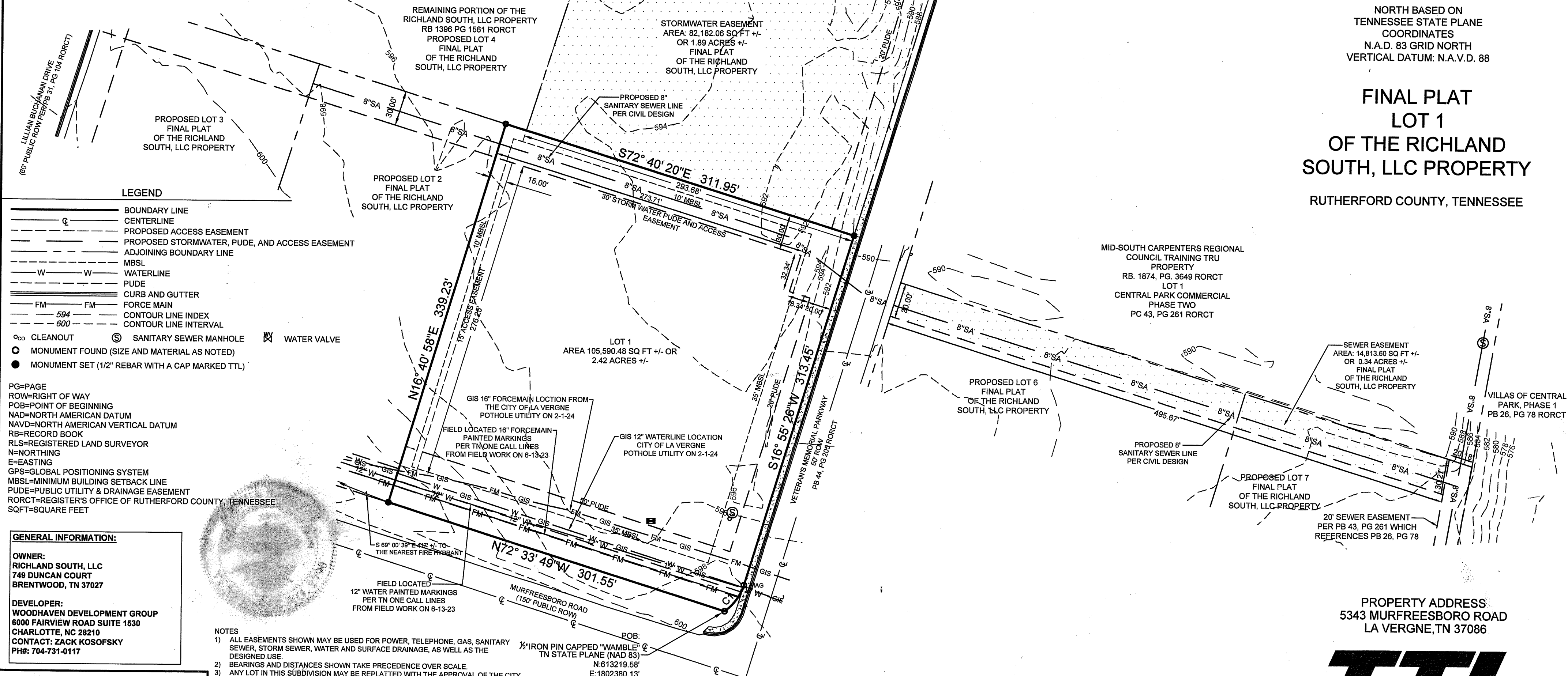


VICINITY MAP
(NOT TO SCALE)



NORTH BASED ON
TENNESSEE STATE PLANE
COORDINATES
N.A.D. 83 GRID NORTH
VERTICAL DATUM: N.A.V.D. 88

FINAL PLAT
LOT 1
OF THE RICHLAND
SOUTH, LLC PROPERTY
RUTHERFORD COUNTY, TENNESSEE



- LEGEND**
- BOUNDARY LINE
 - CENTERLINE
 - PROPOSED ACCESS EASEMENT
 - PROPOSED STORMWATER, PUDE, AND ACCESS EASEMENT
 - ADJOINING BOUNDARY LINE
 - MBSL
 - WATERLINE
 - PUDE
 - CURB AND GUTTER
 - FORCE MAIN
 - CONTOUR LINE INDEX
 - CONTOUR LINE INTERVAL
 - CLEANOUT
 - SANITARY SEWER MANHOLE
 - WATER VALVE
 - MONUMENT FOUND (SIZE AND MATERIAL AS NOTED)
 - MONUMENT SET (1/2" REBAR WITH A CAP MARKED TTL)

PG=PAGE
ROW=RIGHT OF WAY
POB=POINT OF BEGINNING
NAD=NORTH AMERICAN DATUM
NAVD=NORTH AMERICAN VERTICAL DATUM
RB=RECORD BOOK
RLS=REGISTERED LAND SURVEYOR
N=NORTHING
E=EASTING
GPS=GLOBAL POSITIONING SYSTEM
MBSL=MINIMUM BUILDING SETBACK LINE
PUDE=PUBLIC UTILITY & DRAINAGE EASEMENT
RORCT=REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE
SQFT=SQUARE FEET

GENERAL INFORMATION:

OWNER:
RICHLAND SOUTH, LLC
749 DUNCAN COURT
BRENTWOOD, TN 37027

DEVELOPER:
WOODHAVEN DEVELOPMENT GROUP
6000 FAIRVIEW ROAD SUITE 1530
CHARLOTTE, NC 28210
CONTACT: ZACK KOSOFKY
PH#: 704-731-0117

NOTES

- ALL EASEMENTS SHOWN MAY BE USED FOR POWER, TELEPHONE, GAS, SANITARY SEWER, STORM SEWER, WATER AND SURFACE DRAINAGE, AS WELL AS THE DESIGNED USE.
- BEARINGS AND DISTANCES SHOWN TAKE PRECEDENCE OVER SCALE.
- ANY LOT IN THIS SUBDIVISION MAY BE REPLATTED WITH THE APPROVAL OF THE CITY OF LA VERGNE PLANNING COMMISSION.
- UNDERGROUND UTILITIES SHALL BE INSTALLED. THE PLACEMENT OF ANY UTILITIES WITHIN THE PUBLIC SIDEWALK SHALL BE COORDINATED WITH THE LOCATIONS OF PROPOSED CITY STREETS.
- PROPERTY LIES IN THE DOWNTOWN DISTRICT ACCORDING TO THE CITY OF LA VERGNE, TN ZONING MAP 2023.
- THE LONG-TERM MAINTENANCE AGREEMENT FOR THE STORMWATER FACILITIES SERVING THIS LOT HAVE BEEN RECORDED IN BOOK PAGE RORCT.
- THIS TRACT DOES NOT LAY WITHIN A SPECIAL FLOOD HAZARD AREA OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY ACCORDING TO THE FLOOD INSURANCE RATE MAP (47149 C 0015 J ZONE X AND 47149 C 0020 K ZONE X) OF THE CITY OF LA VERGNE, ROBERTSON COUNTY, TENNESSEE, DATED: MARCH 9, 2023, UNLESS OTHERWISE NOTED ON SURVEY.
- THE PERFORMANCE BOND AMOUNT WILL BE IN TOTAL OF \$753,910.50 AND WILL CONSIST OF CURB/GUTTER SIDEWALKS, PAVEMENT, DRAINAGE PIPES AND STRUCTURES, GUARDRAILS, DITCHED, AND LAKE/BMP.

POB:
1/2" IRON PIN CAPPED "WAMBLE"
TN STATE PLANE (NAD 83)
N: 613219.58'
E: 1802380.13'

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1246514
State: 15.00
Clerk: 0.00
Other: 2.00
Total: 17.00
Instrument #: 2538942
Recorded: 4/3/2024 at 2:13 PM
Flat Cabinet 50 Pgs 43-43

Curve Table

Curve #	Chord Bearing	Chord Distance	Length	Radius	Delta
C1	S35° 47' 45"W	27.76'	28.27'	43.00'	037° 39' 59"

NOTARIZATION

STATE OF TENNESSEE, RUTHERFORD COUNTY
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A
NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,

ANNA BUTLER
THE WITHIN NAMED BARGAINOR(S), WITH WHOM I AM
PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGED
THAT THEY EXECUTED THE WITHIN DESCRIBED
INSTRUMENT
DATE 4.2.2024 5.3.2023
NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF OWNERSHIP
AND DEDICATION

I/WE HEREBY CERTIFY THAT I AM / WE ARE OWNER(S) OF
THE PROPERTY SHOWN AND DESCRIBED HEREON AND
THAT I/WE HEREBY ADOPT THIS PLAN OF SUBDIVISION
WITH MY (OUR) FREE CONSENT ESTABLISHING THE
MINIMUM BUILDING RESTRICTION LINES AND DEDICATE
ALL STREETS, ROADS, ALLEYS, WALKS, PARKS, AND
OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS
SHOWN.
RECORD BOOK: 1346, PAGE 3700

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND
DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY
TO THE ACCURACY REQUIRED BY THE CITY OF LA
VERGNE PLANNING COMMISSION AND THAT THE
MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON
TO THE SPECIFICATIONS OF THE CITY ENGINEER.

CERTIFICATE OF APPROVAL
OF SEWER SYSTEMS

I HEREBY CERTIFY THAT THE SEWER SYSTEMS OUTLINED
OR INDICATED ON THE FINAL SUBDIVISION PLAT
ENTITLED "FINAL PLAT LOT 1 OF THE RICHLAND SOUTH,
LLC PROPERTY" HAVE BEEN INSTALLED IN ACCORDANCE
WITH CURRENT LOCAL AND STATE GOVERNMENT
REQUIREMENTS OR A SUFFICIENT BOND OR CASH HAS
BEEN FILED WHICH WILL GUARANTEE SAID
INSTALLATION.

CERTIFICATE OF APPROVAL
OF WATER SYSTEM

I HEREBY CERTIFY THAT ALL WATER SYSTEM(S)
OUTLINED OR INDICATED ON THE FINAL SUBDIVISION
PLAT ENTITLED "FINAL PLAT LOT 1 OF THE RICHLAND
SOUTH, LLC PROPERTY" HAS/HAVE BEEN INSTALLED IN
ACCORDANCE WITH CURRENT LOCAL AND STATE
GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND
OR OTHER SURETY HAS BEEN FILED TO GUARANTEE
SAID INSTALLATION.

CERTIFICATE OF APPROVAL OF DRAINAGE
OUTSIDE RIGHT OF WAY

I HEREBY CERTIFY THAT ALL DRAINAGE STRUCTURES
OUTSIDE OF THE ROAD RIGHT OF WAYS HAVE BEEN
INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING
TO THE COUNTY STORM WATER MANAGEMENT
RESOLUTION AND THAT A MAINTENANCE BOND OF
\$15,710.50 HAS BEEN POSTED.

CERTIFICATE OF APPROVAL
FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN
HEREON COMPLIES WITH ALL SUBDIVISION STANDARDS
FOR LA VERGNE, TENNESSEE WITH THE EXCEPTION OF
SUCH VARIANCES IF ANY AS NOTED IN MINUTES OF THE
COMMISSION AND THAT IT HAS BEEN APPROVED FOR
RECORDING IN THE OFFICE OF THE RUTHERFORD
COUNTY REGISTER.

FINAL PLAT OF LOT 1 OF THE RICHLAND SOUTH, LLC
PROPERTY

FINAL PLAT
12-21-2023
DATE
DEED REFERENCE: MAP 014, PARCEL 072.10
RB. 1396, PAGE 1561, ROMCT

TOTAL ACRES 9.14 TOTAL LOTS 1
ACRES NEW ROAD 0.0 MILES NEW ROAD 0.0
OWNER RICHLAND SOUTH, LLC CIVIL DISTRICT 3RD
CURRENTLY ZONED C-2 AS OF 12/21/2023

0 60 120 180
SCALE: 1" = 60'

X:\2023\12\23-12-01586 LA VERGNE ALTA SURVEY\LA VERGNE PLAT.DWG
PLOTED: 4/1/2024 1:10 PM
DRAWN BY: L.BAGWELL CHECKED BY: G.SMITH

Uptown Lot 1



1/23/2026

Rutherford County GIS/OIT, Vantor









ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 12. **Resolution #2026-06** - 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 #2026-06

Purpose:

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:

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.

On August 07, 2025, the Board of Mayor and Aldermen approved Resolution #2025-17 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2025-04 and #2025-07.

On October 07, 2025, the Board of Mayor and Aldermen approved Resolution #2025-26 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2025-04, #2025-07, and #2025-26. JMT, Inc. is now ready to begin the next batch which gets the acquisition into the third phase of the acquisitions. This revision adds the additional tract acquisitions shown in Exhibit 1.

In addition, for various reasons, the appraised amounts that were previously approved for various Phase One properties was increased.

Financial Summary:

The previous Exhibit 1 documents for the previous batches showed a 'Total Compensation with

Improvements' of \$3,312,665.00. This latest Exhibit 1 adds \$198,275.00 and creates a total value for all batches to date of \$3,510,940.00. (See Exhibit 1) The increase in Phase One properties over what was previously approved is \$53,825.20. (See Exhibit 2)

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-06

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, April 1, 2025, and August 7, 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 3rd day of February, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

EXHIBIT 1 - PHASE THREE TRACTS BEING ADDED FOR APPROVAL

Tract #	Owner	Map	Parcel	Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
58	RACHAL R. LIVINGSTON	290A	36.00	803 Waldron Road, La Vergne TN 37086	\$34,350.00	\$3,435.00	\$37,785.00
60	D & LM BEST LIVING TRUST	290A	34.00	791 Waldron Road, La Vergne TN 37086	\$10,700.00	\$1,070.00	\$11,770.00
61	DEANNA B POOLE & WF, DONALD R POOLE	290A	33.00	785 Waldron Road, La Vergne TN 37086	\$7,700.00	\$770.00	\$8,470.00
64	SHAYMAA K. TIMEEMI	290A	32.00	779 Waldron Road, La Vergne TN 37086	\$9,750.00	\$975.00	\$10,725.00
66	BENJAMIN D. ANDERSON II	290A	31.00	102 Walnut Ridge Court, La Vergne TN 37086	\$27,200.00	\$2,720.00	\$29,920.00
67	BRIAN D. CLARK & WF NICOLE S. CLARK	290A	30.00	108 Walnut Ridge Court, La Vergne TN 37086	\$4,000.00	\$400.00	\$4,400.00
68	BOBBY NEAL DUKE, JR & WF TERESA BRAIN DUKE	290A	30.02	109 Walnut Ridge Court, La Vergne TN 37086	\$2,450.00	\$245.00	\$2,695.00
79	BRIAN E. BROWN & WF, AMY R. BROWN	29J A	22.00	737 Waldron Road, La Vergne TN 37086	\$30,850.00	\$3,085.00	\$33,935.00
89	TAYLOR & SAMANTHA HANCOCK	29G E	12.00	310 Oakwood Cove, La Vergne TN 37086	\$16,100.00	\$1,610.00	\$17,710.00
92	LAWRENCE A GALE	29G F	54.00	4123 Mountain Top Trail, La Vergne TN 37086	\$24,350.00	\$2,435.00	\$26,785.00
93	LAZARO JOSUE RISQUET MENA	29G E	10.00	306 Oakwood Cove, La Vergne TN 37086	\$12,800.00	\$1,280.00	\$14,080.00
TOTAL					\$180,250.00		\$198,275.00

EXHIBIT 2-CHANGES IN PHASE ONE FROM AMOUNT ORIGINALLY APPROVED

Changes in Phase One Acquisition Costs From Original Estimate

Tract #	Owner	Map	Parcel	Address	Revised Value Due Owner	Amount Due Owner Previously Approved by BOMA	Difference	Notes
6	CHARLES T. PARKER AND PATRICIA B. PARKER	32	21.03	1165 Waldron Rd, La Vergne, TN 37086	\$ 22,825.00	\$21,780.00	\$1,045.00	
7	JONATHAN MARK WOMACK AND AMY PARKER WOMACK	32	21.11	1155 Waldron Rd, La Vergne, TN 37086	\$ 29,315.00	\$29,205.00	\$110.00	
8	EMMANUEL K. INKUM AND RITA INKUM	32O A	32.00	2004 Martins Bend Dr, La Vergne, TN 37086	\$ 26,070.00	\$24,035.00	\$2,035.00	
9	JOHN RUTLEDGE AND SUSAN RUTLEDGE	32	21.10	1125 Waldron Rd, La Vergne, TN 37086	\$ 29,920.00	\$28,325.00	\$1,595.00	
10	SHARON PIPHUS	32O A	21.00	3520 Martins Woods Ln, La Vergne, TN 37086	\$ 3,080.00	\$2,475.00	\$605.00	
11	ORLANDO COACH AND ANTONIA COACH	32O A	20.00	3517 Martins Woods Ln, La Vergne, TN 37086	\$ 16,445.00	\$13,530.00	\$2,915.00	
12	JAMES WALLACE AND MARILYN WALLACE	32J A	22.00	3229 Monmouth Dr., La Vergne, TN 37086	\$ 16,060.00	\$12,210.00	\$3,850.00	
14	DELUXE HOMES LLC	32J A	21.00	3225 Monmouth Dr, La Vergne, TN 37086	\$ 9,295.00	\$8,360.00	\$935.00	
15	ROBERT D. JOWERS	32J A	20.00	3221 Monmouth Dr. La Vergne, TN 37086	\$ 11,990.00	\$11,495.00	\$495.00	
18	RICKY E. TUCK AND JAMES S. LANCASTER	32J A	17.00	3209 Monmouth Dr, La Vergne, TN 37086	\$ 20,680.00	\$18,865.00	\$1,815.00	
20	FRANK N. VICTORY AND GLORIA D. VICTORY	32	22.00	1099 Waldron Rd, La Vergne, TN 37086	\$ 92,730.00	\$92,565.00	\$165.00	
22	Aymen Habib & Hanan Zaky	32J A	15.00	3201 Monmouth Dr, La Vergne, TN 37086	\$ 14,245.00	\$12,760.00	\$1,485.00	
23	CHRISTIAN D. BRANNON	32J A	14.00	3109 Monmouth Dr, La Vergne, TN 37086	\$ 28,985.00	\$26,730.00	\$2,255.00	
24	JOHN VANCE SWEENEY	32J A	13.00	3105 Monmouth Dr, La Vergne, TN 37086	\$ 31,240.00	\$29,095.00	\$2,145.00	
25	EDWARD L. BRIAN AND TINA D BRIAN	32	21.02	1085 Waldron Rd, La Vergne, TN 37086	\$ 47,960.00	\$46,420.00	\$1,540.00	
26	RICHARD ALEY AND SANDRA K. ALEY	32J A	12.00	3101 Monmouth Dr, La Vergne, TN 37086	\$ 23,045.00	\$21,230.00	\$1,815.00	
27	EUGENE MURENZI AND ALAIN P. MANZI	32J A	11.00	3000 Monmouth Dr, La Vergne, TN 37086	\$ 26,345.00	\$25,685.00	\$660.00	
28	NICHOLAS P. JONES AND MELANIE A. JONES	32J A	10.00	3004 Monmouth Dr, La Vergne, TN 37086	\$ 32,395.00	\$29,700.00	\$2,695.00	
30	JOSEPH B. WILLIAMS AND SUZANNE H. WILLIAMS	32	21.08	1073 Waldron Rd, La Vergne, TN 37086	\$ 18,645.00	\$18,150.00	\$495.00	
31	VICTOR D. YOUNG AND AREKA M. YOUNG	32	24.02	1100 Waldron Rd, La Vergne, TN 37086	\$ 18,810.00	\$17,820.00	\$990.00	
35	ROBERT L. SANDS AND TAMELA A. SANDS	32	23.02	1043 Waldron Rd, La Vergne, TN 37086	\$ 103,235.00	\$98,945.00	\$4,290.00	
39	J MITCHELL BOWMAN, JR.	32A A	1.00	100 Dobson Knob Trl, La Vergne, TN 37086	\$ 71,390.00	\$70,180.00	\$1,171.50	
40	WILLIAM THOMAS KANNE	32	2.04	1166 Lake Rd, Nolensville, TN 37135	\$ 67,870.00	\$63,855.00	\$4,015.00	

41	THELMA WOOD AND DONALD MCCORMICK	32	3.01	1028 Lake Rd, Nolensville, TN 37135	\$ 66,990.00	\$64,075.00	\$2,915.00	
44/45/46	THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAVERGNE, TENNESSEE	32/32/29	3.05/3.04/41.02	Waldron Rd/Rocky Trl, La Vergne, TN 37086	\$ 111,815.00	\$71,335.00	Donation	Area of take got larger due to redesign.
51	HOLLY MCCLANAHAN AND JOHN ANDERSON	29O A	21.00	821 Walnut Ridge Dr, La Vergne, TN 37086	\$ 23,485.00	\$23,320.00	\$165.00	
130	CAROLYN ANN GOOCH	32	1.00	1341 Lake Rd, La Vergne, TN 37086	\$ 24,915.00	\$13,750.00	\$11,165.00	Area of take got larger due to redesign
131		32A A	37.00	101 Dobson Knob Trl, Nolensville, TN 37135	\$ 43,835.00	\$43,340.00	\$458.70	
						Total Change	\$53,825.20	

Exhibit 3
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

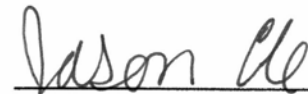
14.01- Entire Agreement

- 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

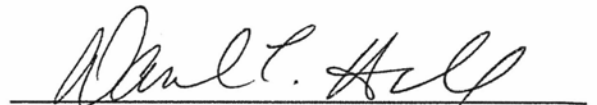
- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified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

Date: January 29, 2026

Item #: 13. **Resolution #2026-07** - 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 #2026-07

Purpose:

This resolution will authorize items to be declared as surplus to the city's needs and to be placed on GovDeals for public auction.

Background:

This month, we have several items from the Public Works Departments including two vehicles, two tanks with sprayers, a tank with a hose and a lawn mower jack. The Police Department is requesting that two seized vehicles be approved for auction, including a 2006 Nissan Quest and a 2011 Ford Escape.

Financial Summary:

It is unknown how much the city will receive from the public auction of these items.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-07

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Public Works Departments		
1999 Ford F-550 Bucket Truck	White 2-Door Truck; 7.3L, V-8 engine; 30,372 miles; starts with a boost and runs; automatic transmission; no brakes and no power steering; tear in seat, Body dents, scratches and dings; major damage to driver rear platform.	1FDAF56F0XEC96626
1996 Chevrolet K3500 Pickup Truck	Grey 2-Door Truck; 7.4L, V-8 engine; 20,027 miles; starts with a boost and runs; automatic transmission; body scratches and dings.	1GBJK34J5TE202119
14 Gallon Tank with Motorized Sprayer	Unknown manufacturer or model. Needs repair, unknown condition. Frame is bent, rusted. Seal worn, unknown if motor works.	N/A
25 Gallon Tank with Motorized Sprayer	Rhombar model LG-28-S tank with sprayer and extra long hose. Unknown condition. Wear and tear, unknown if motor works or if hose or seal leaks.	N/A
65 Gallon Tank with Hose	Unknown manufacturer or model. Needs repair. Unknown condition. Seal leaks, hose is severed.	N/A
Lawn Mower Jack	Mojack Lawn mower jack. Minor damage including rust and decals peeling.	N/A

Police Department		
2006 Nissan Quest Minivan	5-door Silver Minivan; unknown mileage; automatic transmission; Major damage – other than front seats, all other seats have been removed; soiled interior; scratches and dings, scrapes on the back bumper; no front bumper or grill. Seized vehicle.	5N1BV28U46116273
2011 Ford Escape SUV	Gray SUV; 179,966 miles; automatic transmission; dents, large dent on front passenger door; cracked front bumper. Drug seizure.	1FMCU0D74BK0011

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. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 3rd day of February, 2026.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.

Vehicle Description:

Year: <u>1999</u>	Manufacturer: <u>Ford</u>	Make: <u>F550</u>	Model: <u>Bucket Truck</u>
VIN: <u>1FDAF56FOXEC96626</u>		Mileage: <u>30,372</u>	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: <u>7.3</u> Liter, V- <u>8</u> ☐ Gasoline ☒ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color: Exterior: <u>White</u>		Interior: <u>Grey</u>	

Interior Details: NO brakes and NO power steering

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	<u>Tear in seat</u>		
Major Damage:	<u>N/A</u>		
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: <u>Factory</u> ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	<u>Scratches, Dings, Dents</u>		
Major Damage:	<u>Driver rear platform</u>		
Tire Condition:	☒ Good Tread ☐ Low Tread Flat or Low Tires: ☐ Yes ☒ No How Many?		
Emergency Equipment:	☒ None ☐ Removed ☒ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact:	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____	Asset Number: _____
Approved by Resolution # _____	Date: _____
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste	
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____	





CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 1996	Manufacturer: Chevrolet	Make: Cheyenne	Model: K3500
VIN: 1GBJK34J5TE202119		Mileage: 20,027	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 7.4 Liter, V- 8 ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color: Exterior: Grey		Interior: Grey	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	Scratches		
Major Damage:	N/A		
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: Delco ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☒ Dings
Minor Damage:	Scratches, Dings		
Major Damage:	N/A		
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed	Holes in exterior:	☒ No holes
Decals:	☒ None ☐ Sprayed ☐ Removed	Impressions remain:	☒ Impressions remain ☐ No impressions

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: _____	Suggested Minimum Sale Price: _____
For more information, contact: _____	

Department Information:

Your Name: _____	Department: _____
Signature: _____	Date: _____

I.T. Department Use Only:

Inventory ID: _____	Asset Number: _____
Approved by Resolution # _____	Date: _____
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste	
Listed for Online Auction on: _____	Date Sold: _____ Winning Bid Price: \$ _____





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: 14 GALLON TANK WITH MOTORIZED SPRAYER		
Color:	YELLOW / ORANGE	Size (L x W x H): 36" X 17" X 15"
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: FRAME BENT. RUSTED. SEAL WORN. UNKNOWN IF MOTOR WORKS				

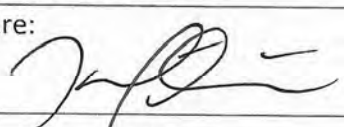
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 12/29/2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: RHOMBAR	Model #: LG-28-S
Serial Number: UNK		
Description of Use: 25 GALLON TANK. MOTORIZED SPRAYER WITH EXTRA LONG HOSE		
Color:	WHITE / BLACK	Size (L x W x H): 39" X 18" X 18"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage ☒ Minor Damage			
Explain Damage or Repairs Needed: WEAR AND TEAR. UNKNOWN IF MOTOR WORKS OR IF HOSE OR SEAL LEAKS.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes ☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap ☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 12/29/2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: 65 GALLON TANK WITH HOSE		
Color:	WHITE / BLACK	Size (L x W x H): 42" X 24" X 24"
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: SEAL LEAKS. HOSE IS SEVERED				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 12/29/2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____





CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: MOJACK	Model #: UNK
Serial Number: UNK		
Description of Use: LAWN MOWER JACK		
Color:	BLACK	Size (L x W x H): 38: X 36" X 48"
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: DECALS PEELING. RUST.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED. NO LONGER NEEDED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 12/29/2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____



CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. **Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Vehicle Description:

Year: 2006	Manufacturer: Nissan	Make: Quest	Model:
VIN: 5N1BV28U46116273		Mileage: WILL NOT DISPLAY	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: ? Liter, V- ? ☐ Gasoline ☐ Diesel		Condition: ☐ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: SILVER		Interior: GRAY

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☐ Unknown
Minor Damage:			
Major Damage:	OTHER THAN FRONT SEATS, ALL SEATS HAVE BEEN REMOVED-SOILED INTERIOR		
Power:	☒ Windows ☒ Door Locks ☐ Steering ☒ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: STANDARD ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☒ Dings
Minor Damage:	SCRAPES ON BACK BUMPER		
Major Damage:	NO FRONT BUMPER OR GRILL		
Tire Condition:	☐ Good Tread ☐ Low Tread	Flat or Low Tires:	☒ Yes ☐ No How Many? 1
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$0	Title Restriction:	☐ Yes ☒ No
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: 9/12/24	If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: LPD IMPOUND LOT		Suggested Minimum Sale Price: 0
For more information, contact: KRISTINE KEEVES KKEEVES@LAVERGNETN.GOV		

Department Information:

Your Name: KRISTINE KEEVES	Department: POLICE
Signature: Kristine Keeves  Digitally signed by Kristine Keeves Date: 2026.01.13 13:07:34 -06'00'	Date:

I.T. Department Use Only:

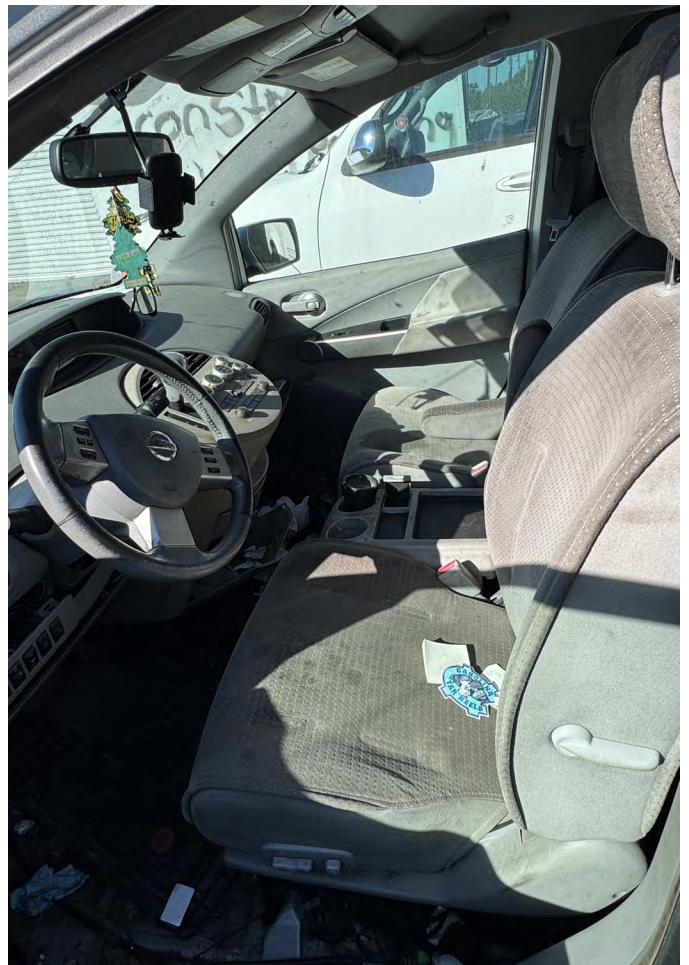
Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____









CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2011	Manufacturer: Ford	Make: Escape	Model:
VIN: 1FMCU0D74BK0011		Mileage: 179,966	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size:	Liter, V- ☐ Gasoline ☐ Diesel	Condition: ☐ Runs ☐ Needs Repair ☒ Unknown	
Transmission:	☒ Automatic ☐ Manual	Condition: ☐ Operable ☐ Needs Repair ☒ Unknown	
Color:	Exterior: GRAY	Interior: DARK GRAY	

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	NONE		
Major Damage:	NONE		
Power:	☒ Windows ☒ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: STOCK ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☐ Scratches ☐ Dings
Minor Damage:			
Major Damage:	LARGE DENT ON FRONT PASSENGER DOOR/CRACKED FRONT BUMPER		
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$ 1050	Title Restriction:	☐ Yes ☒ No
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: 10/29/24	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle: LPD IMPOUND LOT	Suggested Minimum Sale Price: NO RESERVE	
For more information, contact: KRISTINE KEEVES KKEEVES@LAVERGNETN.GOV		

Department Information:

Your Name: KRISTINE KEEVES	Department: POLICE
Signature: Kristine Keeves  Digitally signed by Kristine Keeves Date: 2026.01.13 13:31:18 -06'00'	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

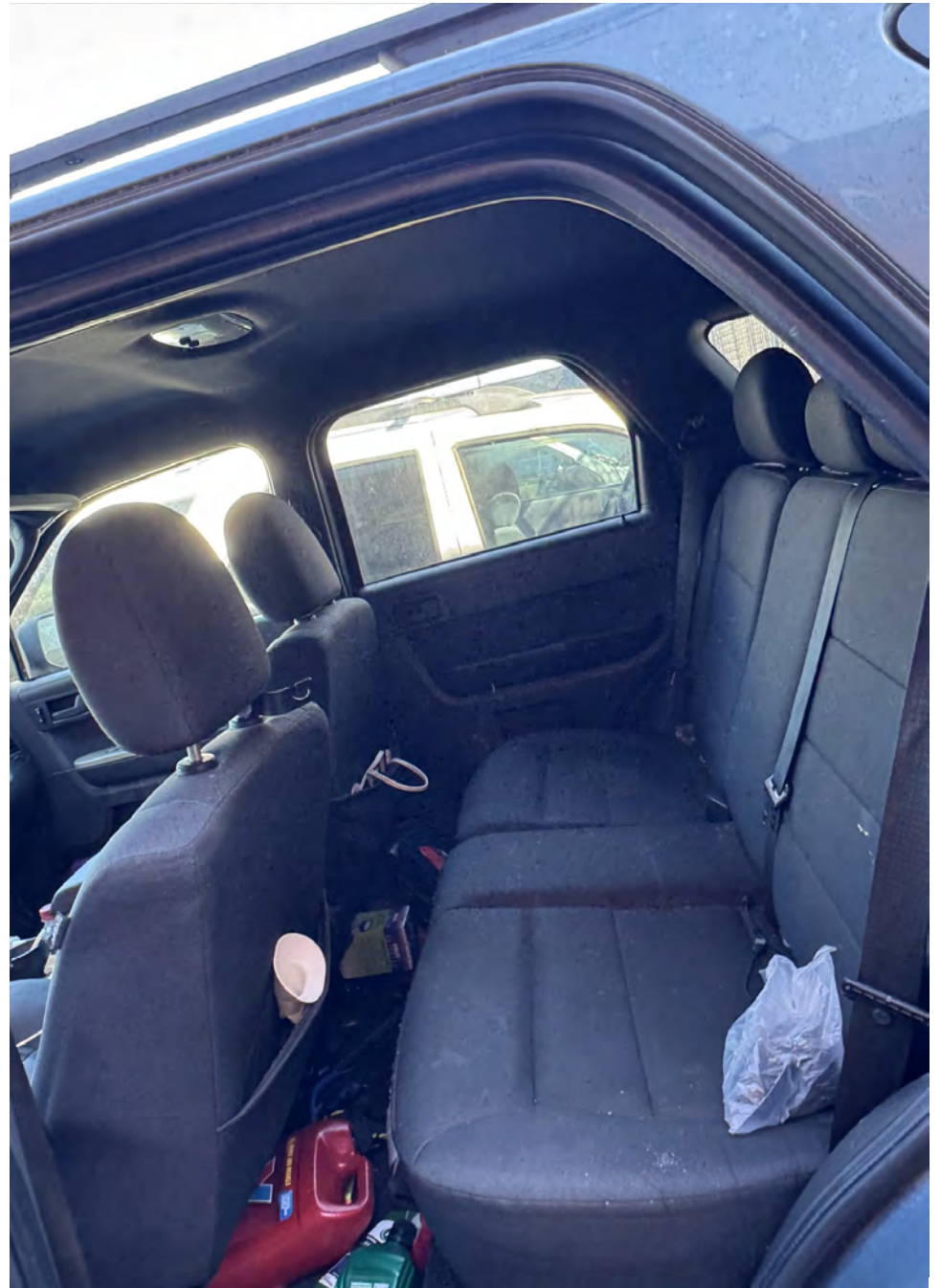
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____











RESOLUTION #2026-08

A RESOLUTION TO ACQUIRE INTERESTS IN REAL PROPERTY FOR THE FERGUS INTERCEPTOR SEWER PROJECT.

WHEREAS, it is necessary for the City of La Vergne (hereinafter, "City"), to acquire certain interests in real property to make improvements to the Fergus Interceptor Sewer Project as reflected in Exhibit 1 to this Resolution, the same being incorporated herein by reference as if set forth at length verbatim (the "Property Interests") ; and

WHEREAS, the Fergus Interceptor Sewer Project is necessary for the public good and in furtherance of the health, safety and welfare of the City; and

WHEREAS, the City wishes to expedite the acquisition the Property Interests in furtherance of the same; and

WHEREAS, to expedite the acquisition of the Property Interests in furtherance of the project referenced herein, it is necessary that the City Attorney be granted authority to acquire the Property Interests on behalf of the City either by donation, purchase or by eminent domain; and

WHEREAS, the acquisition of the Property Interests is necessary for the completion of the Fergus Interceptor Sewer Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne, as follows:

1. The City Attorney be, and hereby is, authorized to acquire the Property Interests on behalf of the City by donation or by purchase if the same can be accomplished in a timely manner.

2. If the Property Interests can be obtained in a timely manner, as determined by the City Attorney, by purchase for the amount of the appraised value determined by the City's appraisal of the same (the "Appraised Value"), the City will pay 10% above the Appraised Value.

3. If the City Attorney determines that the Property Interests cannot be obtained in a timely manner by either purchase for the Appraised value plus 10% or by donation, then the City Attorney is hereby authorized to obtain the Property Interests by eminent domain.

RESOLVED this the 3rd day of February, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

Fergus Interceptor Sewer

Owner	Map	Parcel	Address	Perm. 20' PUDAE (Ac.)	Temp. Const. Ease. (Ac.)
TCM Take 5 LV, LLC	15 M F	1.01	5257 Murfreesboro Road	0.077	0.115
Riverstone Investments, LLC	15 M F	1.00	5237 Murfreesboro Road	0.286	1.154
Riverstone Investments, LLC	15 M F	2.00	5231 Murfreesboro Road	0.022	0.027
John Tinkham	15 M F	2.01	5225 Murfreesboro Road	0.079	0.059
John Tinkham	15 M F	3.00	5217 Murfreesboro Road	0.066	0.031
First Tennessee National	15 M F	4.00	5211 Murfreesboro Road	0.127	0.213
Nashed Sameh L etux	15 M F	5.00	5207 Murfreesboro Road	0.008	0.070
Cooper Rentals	15 M C	4.01	5210 Murfreeboro Road	0.003	0.067
Taliaferro Holdings, LLC	15 M C	4.00	5202 Murfreesboro Road	0.220	0.337
TN RAD Owner, LLC	15 M B	9.00	5184-5192 Murfreesboro Road	0.379	0.104
Realty Income Properties, LLC	15 M B	9.02	5176 Murfreesboro Road	0.094	0.286

	PROPERTY ADDRESS: 5176 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15-B / PARCEL: 9.02
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND CONSTRUCTION ACCESS	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **REALTY INCOME PROPERTIES 19, LLC**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line know as, the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Starting at the southeast corner of the common corner of parcel 015M – B – 008.00 (5174 Murfreesboro Road, Record Book 640, Page 2771) and parcel 015M – B – 009.02 (5176 Murfreesboro Road); thence following the westerly property line of 5176 Murfreesboro Road in a northerly direction along the western property line going a distance of 36.62 feet, more or less to the point of the beginning; thence S 17 degrees 10 minutes 04 seconds W, going a distance of 18.11 feet, more or less; thence S 01 degrees 27 minutes 56 seconds E, going a distance of 14.83, more or less; thence S 72 degrees 45 minutes 32 seconds E going a distance of 194.24 feet, more or less, thence N 17 degrees 13 minutes 34 seconds E going a distance of 20.00, more or less; thence N 72 degrees 46 minutes 22 seconds W, going a distance of 179.93 feet, more or less; thence N 01 degrees 09 minutes 15 seconds W going a distance of 12.82 feet, more or less; thence N 72 degrees 49 minutes 56 seconds W going a distance of 15.05 feet, more or less, to intersect the existing sewer easement on the western property line and the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group B, Parcel 9.02. Total area being 0.0939 acres, more or less. See attached Exhibit 1.

15’ Temporary Construction Easement

Starting at the point of the beginning of the permanent utility easement; thence following the westerly property line in a southerly direction of this parcel, S 17 degrees 10 minutes 04 seconds W going a distance of 18.11 feet, more or less, to the point of the beginning; thence S 17 degrees 10 minutes 04 seconds W going a distance of 18.51 feet, more or less, to the southeast corner of Map 015M – B – 008.00 (5174 Murfreesboro Road); thence S 01 degrees 45 minutes 54 seconds E going a distance of 11.39 feet, more or less; thence S 72 degrees 46 minutes 24 seconds E, going a distance of 195.21 feet, more or less, to the western property line; thence following the property line, N 17 degrees 19 minutes 37 seconds E going a distance of 15.00 feet, more or less to the permanent utility easement; thence following the permanent utility easement N 72 degrees 45 minutes 32 seconds W going a distance of 194.24 feet, more or less; thence following the permanent utility easement, N 01 degrees 27 minutes 56 seconds W going a distance of 14.83 feet, more or less; to intersect the western property line at the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group B, Parcel 9.02. Total area being 0.2861 acres, more or less. The temporary easement is to be abandoned once new line is in service, and construction complete.

Construction Access

This is for construction access and vehicle turn around. No parking or storage is allowed and consists of the remainder of the existing back parking lot area.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne’s use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

REALTY INCOME PROPERTIES 19, LLC

By: _____
 (print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **REALTY INCOME PROPERTIES 19, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **REALTY INCOME PROPERTIES 19, LLC**, in such person’s capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

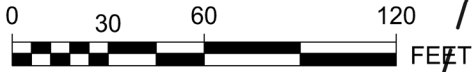
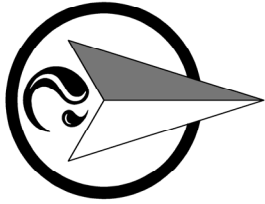
I hereby swear or affirm that the actual consideration for this transfer is NONE.

AFFIANT

Sworn to and subscribed before me,
this _____ day of _____, 2025.

Notary Public

My commission expires: _____



PG STOWES RIVER
PARTNERS
DB. 564, PG. 713
MAP 015M-B-011.00

PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	18.11'	S 17°10'04" W
L2	14.83'	S 01°27'56" E
L3	194.24'	S 72°45'32" E
L4	20.00'	N 17°13'34" E
L5	179.93'	N 72°46'22" W
L6	12.82'	N 01°09'15" W
L7	15.05'	N 72°49'56" W

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L8	18.51'	S 17°10'04" W
L9	11.39'	S 01°45'54" E
L10	195.21'	S 72°46'24" E
L11	15.00'	N 17°19'37" E

TEMPORARY
CONSTRUCTION
EASEMENT
TEMPORARY CONSTRUCTION
ACCESS AND TURN AROUND

EXISTING 10'
UTILITY EASEMENT
DB 632 PG 159
TO REMAIN

POINT OF
BEGINNING

PERMANENT
UTILITY
EASEMENT

REALTY INCOME PROPERTIES 19 LLC
ATTN LEGAL DEPARTMENT
RB. 2520, PG. 1800
LOT 2
PLAT BOOK 37, PG. 195
MAP 015M-B-009.02

EXISTING 15'
UTILITY EASEMENT
DB 338 PG 214
TO REMAIN FOR
EXISTING WATER
AND SEWER
CLEANOUTS

PATEL KRISHNA M.
PATEL PINAL JAGDISH
RB. 2293, PG. 1901
LOT 1
MAP 015M-B-009.07

TN RAD OWNER LLC
C/O WALGREEN CO
RB. 1178, PG. 1524
LOT 1
PLAT BOOK 37, PG. 195



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 60'

PROPERTY INFORMATION

REALTY INCOME PROP. / ATTN LEGAL
RB. 2520, PG. 1800

MAP 015M-B-009.02

5176 MURFREESBORO ROAD

REVISIONS

PERMANENT AREA: 0.0939AC

TEMPORARY AREA: 0.2861 AC

EXHIBIT 1

DATE: DECEMBER 3, 2025

DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5184 – 5192 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15-B / PARCEL: 9.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **TN RAD OWNER, LLC**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Starting at the southeast property corner of the parcel, at the intersection of Stones River Road right-of-way; thence following the right-of-way line N 34 degrees 59 minutes 22 seconds E going a distance of 18.71 feet, more or less to the point of the beginning; thence following the property line in a northerly direction N 35 degrees 26 minutes 21 seconds E, going a distance of 20.48 feet, more or less; thence N 69 degrees 36 minutes 05 seconds W, going a distance of 58.10 feet, more or less; thence S 82 degrees 52 minutes 10 seconds W going a distance of 38.32 feet, more or less, thence N 70 degrees 01 minutes 29 seconds W going a distance of 231.67 feet, more or less; thence S 17 degrees 16 minutes 05 seconds W, going a distance of 20.00 feet, more or less; thence S 70 degrees 01 minutes 29 seconds E going a distance of 235.57 feet, more or less; thence N 82 degrees 52 minutes 10 seconds E going a distance of 38.19 feet, more or less; thence S 69 degrees 36 minutes 05 seconds E, going a distance of 47.83 feet, more or less;; to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group B, Parcel 9.00. Total area being 0.3787 acres, more or less.

Temporary Construction Easement

Beginning at the southeast property corner of the parcel, at the intersection of Stones River Road right-of-way; thence following the eastern property line in a northerly direction going a distance of 54.92 feet, more or less; thence N 69 degrees 36 minutes 05 seconds W, going a distance of 72.05 feet, more or less; thence S 14 degrees 44 minutes 40 seconds W going a distance of 14.70, more or less; thence N 72 degrees 45 minutes 41 seconds W going a distance of 178.00 feet, more or less; thence N 17 degrees 16 minutes 05 seconds E going a distance of 5.63 feet, more or less; thence N 70 degrees 02 minutes 26 seconds W, going a distance of 79.79 feet, more or less to the eastern property line; thence following the eastern property line in a southerly direction S 17 degrees 16 minutes 05 seconds W going a distance of 50.00 feet, more or less; thence S 70 degrees 01 minutes 29 seconds E going a distance of 103.50 feet, more or less, to the common property line with 173 Stone River Road; thence following the property line in a northerly direction, N 17 degrees 20 minutes 00 seconds E, going a distance of 7.64 feet, more or less; thence following the property line, S 71 degrees 49 minutes 28 seconds E going a distance of 208.87 feet, more or less, to intersect the western property line at the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group C, Parcel 4.00. Total area being 0.1040 acres, more or less, excluding the Permanent Public Easement defined above. The temporary easement shall remain until project completion. The project will coordinate access with property owner to minimize impact to business operations.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne's use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

TN RAD OWNER, LLC

By: _____
(print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **TN RAD OWNER, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **TN RAD OWNER, LLC**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

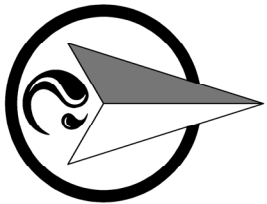
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this _____ day of _____, 2025.

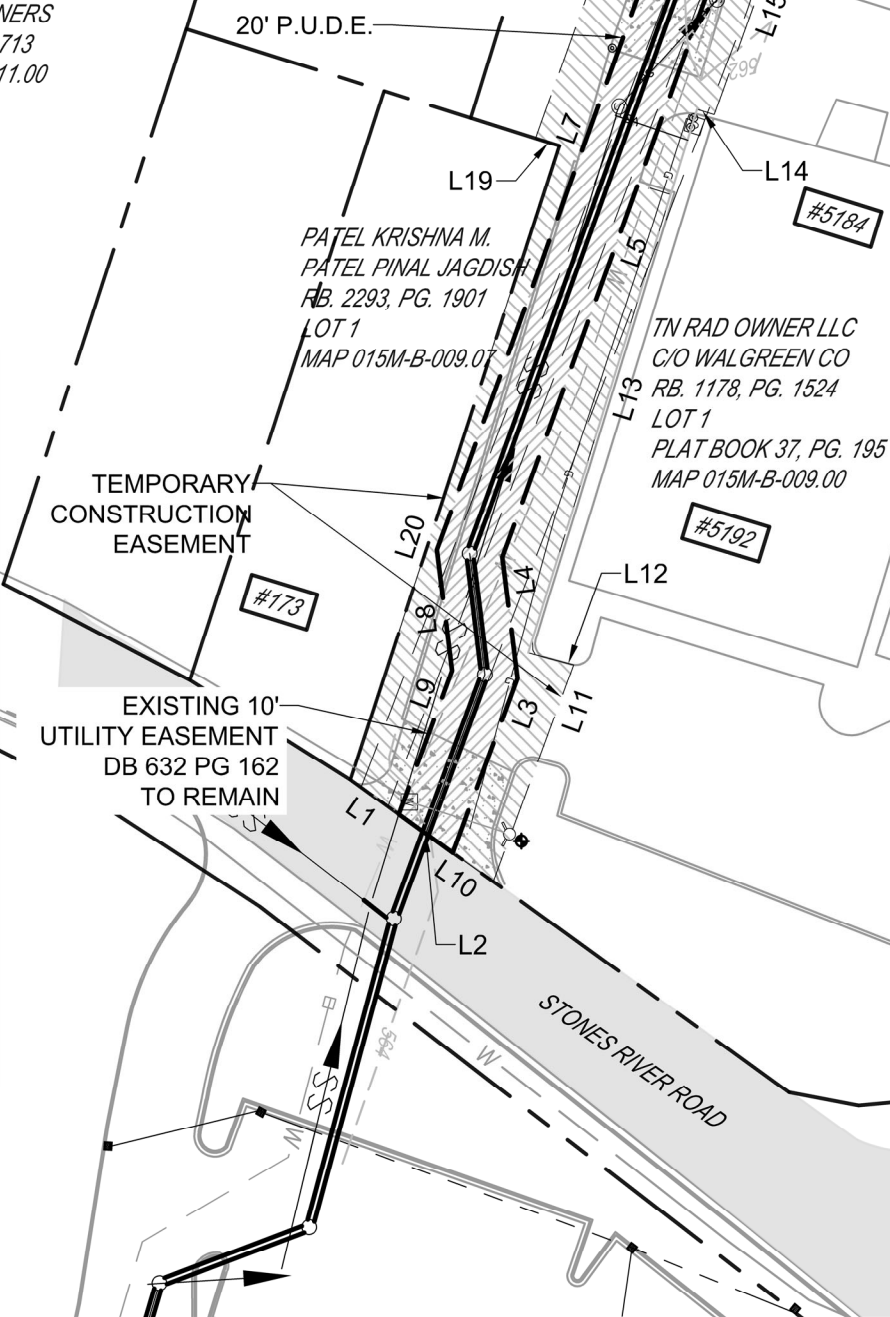
Notary Public

My commission expires: _____



PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	18.71'	N 34°59'22" E
L2	20.48'	N 35°26'21" E
L3	58.10'	N 69°36'05" W
L4	38.32'	S 82°52'10" W
L5	231.67'	N 70°01'29" W
L6	20.00'	S 17°16'05" W
L7	235.57'	S 70°01'29" E
L8	38.19'	N 82°52'10" E
L9	47.83'	S 69°36'05" E

VERS
713
11.00



TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L10	15.73'	N 34°59'22" E
L11	72.05'	N 69°36'05" W
L12	14.70'	S 14°44'40" W
L13	178.00'	N 72°45'41" W
L14	5.63'	N 17°16'05" E
L15	79.79'	N 70°02'26" W
L16	15.00'	S 17°16'05" W
L17	15.00'	S 17°16'05" W
L18	103.50'	S 70°01'29" E
L19	7.64'	N 17°20'00" E
L20	208.87'	S 71°49'28" E



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-634-8300

SCALE: 1" = 60'

PROPERTY INFORMATION

TN RAD OWNER LLC / C/O WALGREEN CO
RB. 1178, PG. 1524

MAP 015M-B-009.00

5184-5192 MURFREESBORO ROAD

REVISIONS

PERMANENT AREA: 0.3787 AC

TEMPORARY AREA: 0.1040 AC

EXHIBIT 1

DATE: DECEMBER 3, 2025

DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5202 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15-C / PARCEL: 4.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **TALIAFERRO HOLDINGS, LLC**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easements, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Starting at the northwest corner of the parcel, at the intersection of Stones River Road and Murfreesboro Road Right-of-Way intersection; thence following the westerly property line S 37 degrees 12 minutes 09 seconds W going a distance of 185.07 feet, more or less to the point of the beginning; thence following the property line in a southerly direction S 37 degrees 12 minutes 09 seconds W, going a distance of 21.55 feet, more or less; thence S 74 degrees 38 minutes 51 seconds E, going a distance of 74.80, more or less; thence S 20 degrees 30 minutes 44 seconds E going a distance of 49.84 feet, more or less, thence S 73 degrees 19 minutes 14 seconds E going a distance of 184.31 feet, more or less; thence N 43 degrees 58 minutes 18 seconds E, going a distance of 60.14 feet, more or less; thence N 16 degrees 17 minutes 19 seconds E going a distance of 119.73 feet, more or less to the eastern property line; thence N 08 degrees 53 minutes 32 seconds E going a distance of 56.11 feet, more or less to the northeast corner of the property; thence N 72 degrees 33 minutes 17 seconds W, going a distance of 12.81 feet, along the northern property line, more or less; thence S 16 degrees 18 minutes 47 seconds W going a distance of 170.32 feet, more or less; thence S 43 degrees 58 minutes 18 seconds W going a distance of 43.03 feet, more or less; thence N 73 degrees 19 minutes 14 seconds W, going a distance of 162.11 feet, more or less; thence N 20 degrees 30 minutes 44 seconds W going a distance of 50.14 feet, more or less; thence N 74 degrees 38 minutes 51 seconds W going a distance of 77.02 feet, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group C, Parcel 4.00. Total area being 0.2198 acres, more or less.

Temporary Construction Easement 1

Starting at the northwest corner of the parcel, at the intersection of Stones River Road and Murfreesboro Road Right-of-Way intersection; thence following the westerly property line S 37 degrees 12 minutes 09 seconds W going a distance of 185.07 feet, more or less; thence following the property line in a southerly direction S 37 degrees 12 minutes 09 seconds W, going a distance of 21.55 feet, more or less to the point of the beginning; thence S 37 degrees 11 minutes 54 seconds W, going a distance of 54.83 feet, more or less; thence S 59 degrees 35 minutes 17 seconds E, going a distance of 46.17 feet, more or less; thence S 79 degrees 28 minutes 09 seconds E, going a distance of 134.28 feet, more or less; thence S 72 degrees 57 minutes 20 seconds E, going a distance of 143.58 feet, more or less; thence N 42 degrees 16 minutes 46 seconds E, going a distance of 69.16 feet, more or less; thence N 08 degrees 53 minutes 32 seconds E, going a distance of 122.41 feet, more or less to intersect the property line; thence S 16 degrees 17 minutes 19 seconds W, going a distance of 119.73 feet, more or less; thence S 43 degrees 58 minutes 18 seconds W, going a distance of 60.14 feet, more or less; thence N 73 degrees 19 minutes 14 seconds W, going a distance of 184.31 feet, more or less; thence N 20 degrees 30 minutes 44 seconds W,

going a distance of 49.84 feet, more or less; thence N 74 degrees 38 minutes 51 seconds W, going a distance of 74.80 feet, more or less to the point of the beginning. Temporary area to be 0.236 acres, more or less. The temporary easement shall remain until project completion.

Temporary Construction Easement 2

Starting at the northwest corner of the parcel, at the intersection of Stones River Road and Murfreesboro Road Right-of-Way intersection; thence following the westerly property line S 37 degrees 12 minutes 09 seconds W going a distance of 185.07 feet, more or less; thence S 74 degrees 38 minutes 51 seconds E going a distance of 77.02 feet, more or less, to the point of the beginning; thence S 74 degrees 38 minutes 51 seconds E going a distance of 30.07 feet, more or less; thence S 16 degrees 40 minutes 46 seconds W going a distance of 40.64 feet, more or less; thence N 20 degrees 30 minutes 44 seconds W going a distance of 50.14 feet, more or less to the point of the beginning. Temporary area to be 0.014 acres, more or less. The temporary easement shall remain until project completion.

Temporary Construction Easement 3

Starting at the northeast property corner, thence N 72 degrees 33 minutes 17 seconds W, going a distance of 12.81 feet, more or less to the point of the beginning; thence N 72 degrees 33 minutes 17 seconds W going a distance of 20.00 feet, more or less; thence S 16 degrees 18 minutes 47 seconds W, going a distance of 208.78 feet, more or less, to intersect the permanent utility easement; thence N 43 degrees 58 minutes 18 seconds E going a distance of 43.03 feet, more or less; thence N 16 degrees 18 minutes 47 seconds E, going a distance of 170.32 feet, more or less, to the point of the beginning. Temporary area to be 0.087 acres, more or less. The temporary easement shall remain until project completion.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne’s use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

TALIAFERRO HOLDINGS, LLC

By: _____
 (print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **TALIAFERRO HOLDINGS, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **TALIAFERRO HOLDINGS, LLC**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this _____ day of _____, 2025.

AFFIANT

Notary Public

My commission expires: _____

PG STOWES
RIVER PARTNERS
DB. 564, PG. 713
MAP 015-B-011.00

PERMANENT UTILITY EASEMENT			TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	21.55'	S 37°12'09" W	L14	54.83'	S 37°11'54" W
L2	74.80'	S 74°38'51" E	L15	46.17'	S 59°35'17" E
L3	49.84'	S 20°30'44" E	L16	134.28'	S 79°28'09" E
L4	184.31'	S 73°19'14" E	L17	143.58'	S 72°57'20" E
L5	60.14'	N 43°58'18" E	L18	69.16'	N 42°16'46" E
L6	119.73'	N 16°17'19" E	L19	122.41'	N 08°53'32" E
L7	56.11'	N 08°53'32" E	L20	20.00'	S 72°33'17" E
L8	12.81'	N 72°33'17" W	L21	208.78'	S 16°18'47" W
L9	170.32'	S 16°18'47" W	L22	30.07'	S 74°38'51" E
L10	43.03'	S 43°58'18" W	L23	40.64'	S 16°40'46" W
L11	162.11'	N 73°19'14" W			
L12	50.14'	N 20°30'44" W			
L13	77.02'	N 74°38'51" W			

EXISTING CITY SEWER
TO BE REPLACED

TEMPORARY
CONSTRUCTION
EASEMENT 1
AREA: 0.236 AC

POINT OF BEGINNING
PERMANENT
UTILITY EASEMENT

POINT OF BEGINNING
PERMANENT
UTILITY EASEMENT

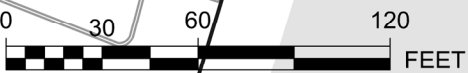
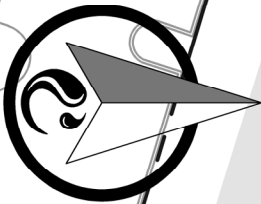
TALIAFERRO HOLDINGS, LLC.
RB. 1061, PG. 1791
MAP 015M-C-004.00

TEMPORARY
CONSTRUCTION
EASEMENT 2
AREA: 0.014 AC

PERMANENT
20' UTILITY
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT 3
AREA: 0.087 AC

TEMPORARY
CONSTRUCTION EASEMENT



CTIENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-634-8300

SCALE: 1" = 60'

PROPERTY INFORMATION

TALIAFERRO HOLDINGS, LLC.

RB. 1061, PG. 1791

MAP 015M-C-004.00

5202 MURFREESBORO ROAD

REVISIONS

PERMANENT AREA: 0.2356 AC

TEMPORARY AREA: 0.3369 AC

EXHIBIT 1

DATE: DECEMBER 2, 2025

DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5207 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15-M-F / PARCEL: 5.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **NASHED SAMEH L ETUX**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following temporary construction easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of the public sanitary sewer and related project improvements, shown on Exhibit 1 and more particularly described as follows:

Permanent Public Utility and Drainage Easement

Beginning at the southeast property corner at Murfreesboro Road; thence following the southern property line in a westerly direction N 73 degrees 59 minutes 13 seconds W, going a distance of 12.50 feet, more or less; thence, N 15 degrees 38 minutes 21 seconds E going a distance of 82.63 feet, more or less, to the eastern property line; thence following the eastern property line, S 07 degrees 02 minutes 19 seconds W going a distance of 83.57 feet, more or less; to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 5.00. Total area being 0.008 acres, more or less.

Temporary Construction and Access Easement 1

Beginning at the southeast property corner at Murfreesboro Road; thence following the southern property line in a westerly direction N 73 degrees 59 minutes 13 seconds W, going a distance of 12.50 feet, more or less to the point of the beginning; thence following the property line in a westerly direction N 73 degrees 59 minutes 13 seconds W, going a distance of 15.00 feet, more or less; thence, N 15 degrees 38 minutes 21 seconds E going a distance of 108.31 feet, more or less; thence N 57 degrees 10 minutes 34 seconds E going a distance of 14.30 feet, more or less, intersecting the eastern property line; thence S 07 degrees 02 minutes 19 seconds W going a distance of 36.91, more or less; thence S 15 degrees 38 minutes 21 seconds W going a distance of 82.63 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 5.00. Total area being 0.037 acres, more or less. The temporary easement shall remain until project completion.

Temporary Construction Easement 2

Starting at the northern corner of the parcel, at the Stones River Road Right-of-Way; thence following the westerly property line in a southerly direction going a distance of 55.75 feet, more or less to the point of the beginning; thence following the property line in a southerly direction S 36 degrees 08 minutes 05 seconds W, going a distance of 31.48 feet, more or less; thence, S 71 degrees 32 minutes 23 seconds E going a distance of 56.72 feet, more or less, to the eastern property line; thence following the eastern property line, N 07 degrees 02 minutes 19 seconds E going a distance of 30.60 feet, more or less; thence N 71 degrees 32 minutes 23 seconds W going a distance of 41.11, more or less, intersecting the western property line at the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 5.00. Total area being 0.033 acres, more or less. The temporary easement shall remain until project completion.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns for the duration of the project.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne’s use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

NASHED SAMEH L ETUX

By: _____
 (print name)

By: _____
 (print name)

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **NASHED SAMEH L ETUX**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **NASHED SAMEH L ETUX**, in such person’s capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this _____ day of _____, 2025.

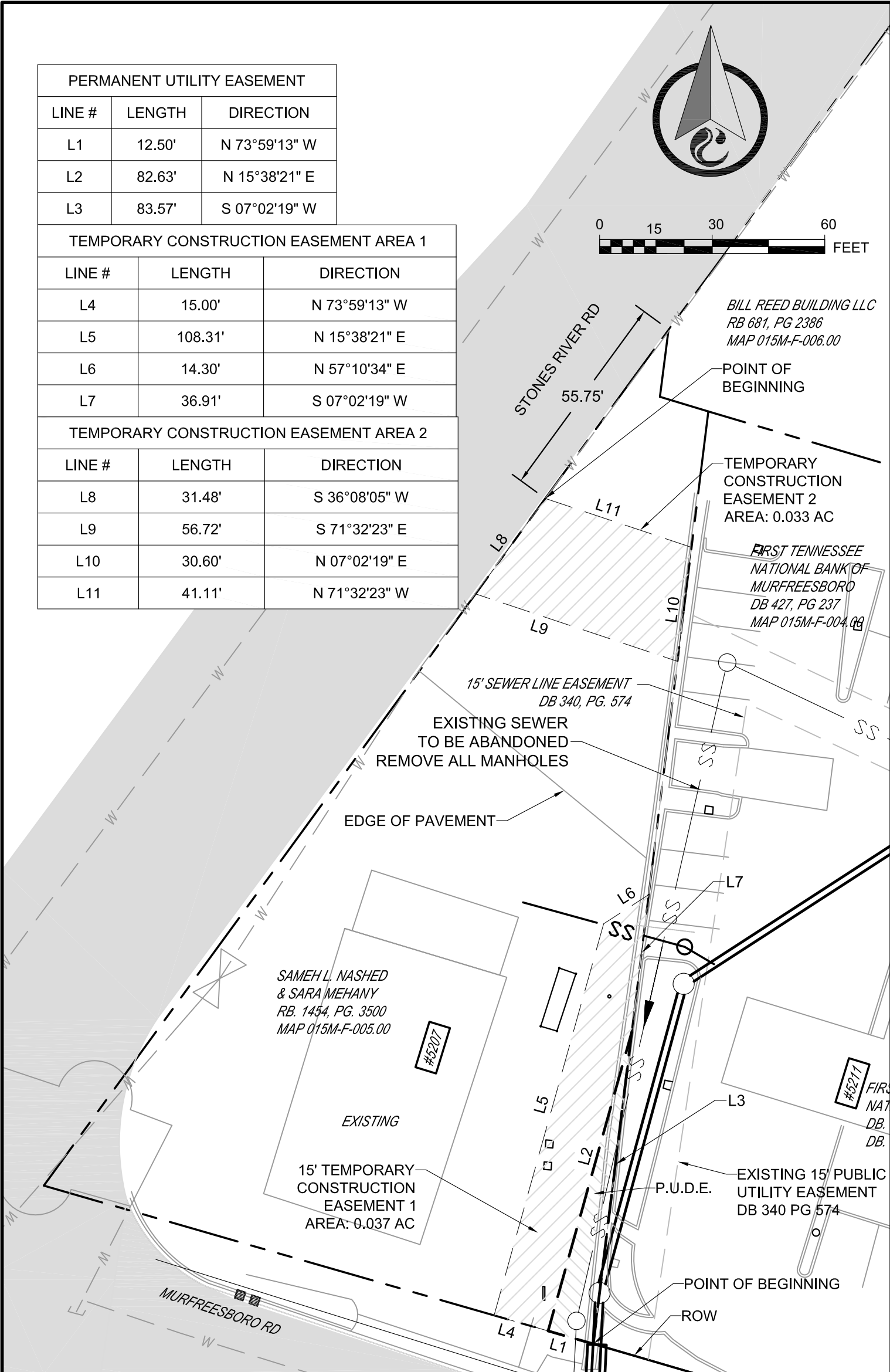
Notary Public

My commission expires: _____

PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	12.50'	N 73°59'13" W
L2	82.63'	N 15°38'21" E
L3	83.57'	S 07°02'19" W

TEMPORARY CONSTRUCTION EASEMENT AREA 1		
LINE #	LENGTH	DIRECTION
L4	15.00'	N 73°59'13" W
L5	108.31'	N 15°38'21" E
L6	14.30'	N 57°10'34" E
L7	36.91'	S 07°02'19" W

TEMPORARY CONSTRUCTION EASEMENT AREA 2		
LINE #	LENGTH	DIRECTION
L8	31.48'	S 36°08'05" W
L9	56.72'	S 71°32'23" E
L10	30.60'	N 07°02'19" E
L11	41.11'	N 71°32'23" W



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 30'	REVISIONS
PROPERTY INFORMATION	TEMPORARY AREA: 0.070 AC
NASHED SAMEH L ETUX	PERMANENT AREA: 0.008 AC
DB. 1454, PG. 3500	EXHIBIT 1
PARCEL ID 15M-F-005.00	DATE: JANUARY 5, 2026
5207 MURFREESBORO ROAD	DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5210 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15-C / PARCEL: 4.01
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **COOPER RENTALS**, an Oklahoma general partnership, joint venture known as COOPER, MCAFEE, YOUNG, DIETZ, LAVERGNE, TN. REALTY (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent Public Utility, Drainage, and Access Easement

Beginning at the northwest corner of the parcel, at the intersection of western property line and the Murfreesboro Road Right-of-Way; thence following the northern property line S 72 degrees 35 minutes 41 seconds E going a distance of 16.92 feet, more or less; thence S 02 degrees 45 minutes 37 seconds W, going a distance of 4.40 feet, more or less; thence S 50 degrees 20 minutes 34 seconds W, going a distance of 25.98 feet, more or less, to the property line; thence N 08 degrees 46 minutes 10 seconds E going a distance of 26.36 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group C, Parcel 4.01. Total area being 0.003 acres, more or less.

Temporary Construction Easement

Starting at the northwest corner of the parcel at Murfreesboro Road, thence following the northern property line S 72 degrees 35 minutes 41 seconds E going 16.92 feet, more or less, to the point of beginning; thence following the northern property line S 72 degrees 35 minutes 41 seconds E going a distance of 19.41 feet more or less; thence S 29 degrees 04 minutes 57 seconds W going a distance of 22.39 feet, more or less; thence S 18 degrees 02 minutes 52 seconds W, going a distance of 142.20 feet, more or less; thence N 74 degrees 23 minutes 04 seconds W, going a distance of 5.31 feet, more or less; thence N 08 degrees 40 minutes 10 seconds E going a distance of 139.80 feet, more or less; thence N 50 degrees 20 minutes 34 seconds E going a distance of 25.98 feet, more or less; thence N 02 minutes 45 minutes 37 seconds E going a distance of 4.40 feet, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group C, Parcel 4.01. Total area being 0.067 acres, more or less. The temporary easement shall remain until project completion.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **CITY OF LAVERGNE**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to the **CITY OF LAVERGNE**, its successors and assignees, against the lawful claims of all persons, whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successor, and assigns of the Grantor.

Grantor covenants and bonds itself and its assigns, forever, not to construct or maintain any building or other structure of any kind upon the easement granted hereby, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne's use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

COOPER RENTALS

By: _____
 (print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **TALIAFERRO HOLDINGS, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **TALIAFERRO HOLDINGS, LLC**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

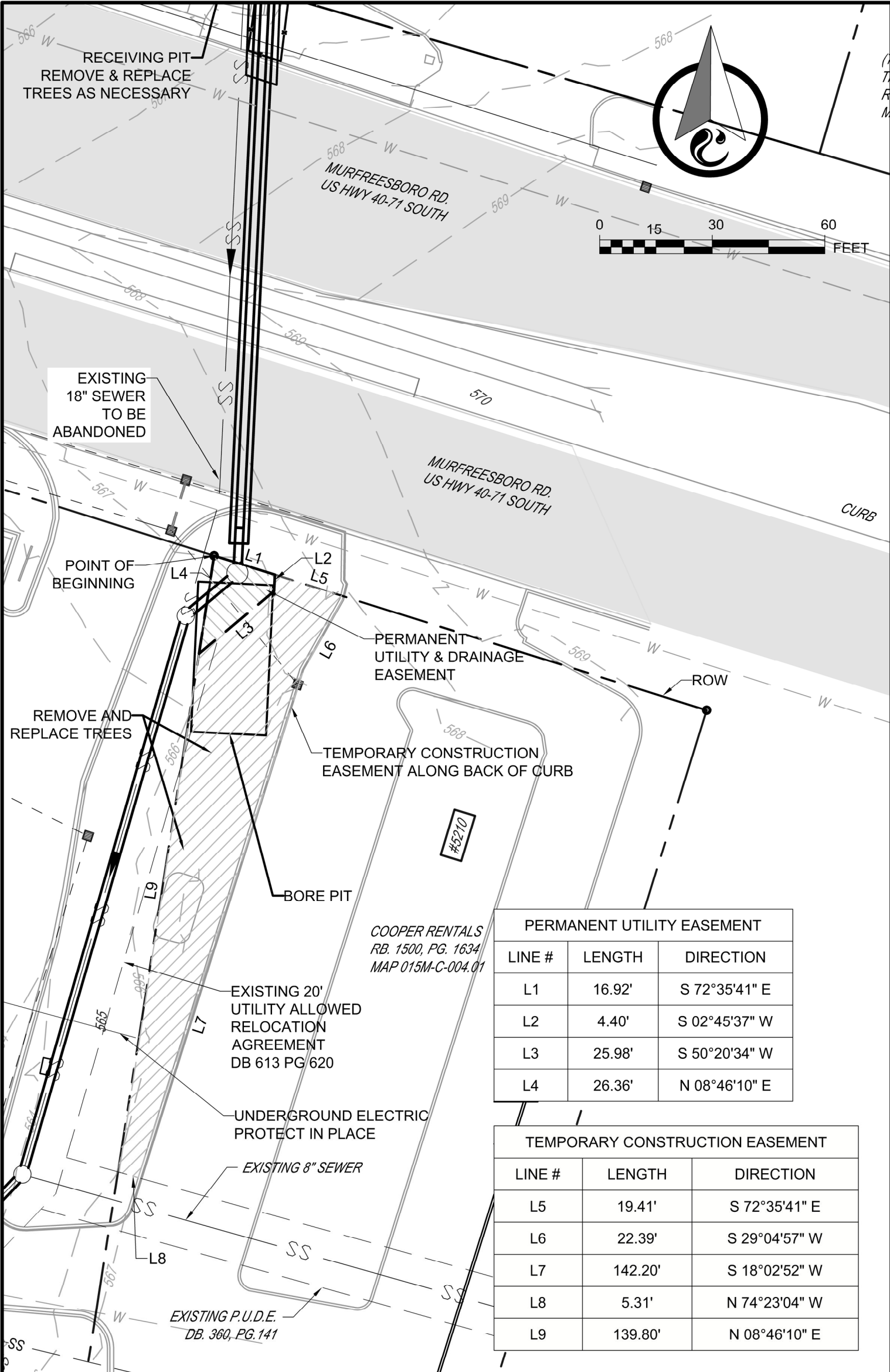
I hereby swear or affirm that the actual consideration for this transfer is NONE.

AFFIANT

Sworn to and subscribed before me,
this _____ day of _____, 2025.

Notary Public

My commission expires: _____



PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	16.92'	S 72°35'41" E
L2	4.40'	S 02°45'37" W
L3	25.98'	S 50°20'34" W
L4	26.36'	N 08°46'10" E

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L5	19.41'	S 72°35'41" E
L6	22.39'	S 29°04'57" W
L7	142.20'	S 18°02'52" W
L8	5.31'	N 74°23'04" W
L9	139.80'	N 08°46'10" E



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 30'

PROPERTY INFORMATION

COOPER RENTALS
RB. 1500, PG. 1634

PARCEL ID 15 M-C-4.01
5210 MURFREESBORO RD

REVISIONS

PERMANENT AREA: 0.003 AC

TEMPORARY AREA: 0.067 AC

EXHIBIT 1

DATE: DECEMBER 2, 2025

DRAWING NO. N22003 EX1

	CONVEYANCE TO A MUNICIPALITY – EXEMPT TRANSACTION PROPERTY ADDRESS: 5211 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15M-F / PARCEL: 4.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, ABANDONMENT OF EXISTING UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **FIRST TENNESSEE NATIONAL BANK OF MURFREESBORO**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Beginning at the southern property corner at the intersection of Murfreesboro Road right-of-way; thence N 07 degrees 02 minutes 19 seconds E for a distance of 100.95 feet; thence N 57 degrees 10 minutes 48 seconds E for a distance of 112.18 feet, more or less; thence S 47 degrees 08 minutes 01 seconds E for a distance of 76.28 feet, more or less; thence S 08 degrees 00 minutes 38 seconds W for a distance of 0.85 feet, more or less; thence S 73 degrees 59 minutes 10 seconds E for a distance of 27.26 feet, more or less; thence S 16 degrees 28 minutes 12 seconds W for 19.58 feet, more or less; thence N 73 degrees 26 minutes 51 seconds W for a distance of 32.89 feet; thence N 47 degrees 08 minutes 01 seconds W for a distance of 67.39 feet; thence S 57 degrees 10 minutes 30 seconds W for a distance of 85.32 feet, more or less; thence S 15 degrees 14 minutes 45 seconds W for a distance of 80.39 feet; thence S 02 degrees 45 minutes 37 seconds W for a distance of 15.19 feet to intersect with the Right of Way of Tennessee State Hwy 1, also known as Murfreesboro Road; thence N 73 degrees 27 minutes 41 seconds W traveling along the right of way 11.33 feet returning to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 4.00. Total area being 0.127 acres, more or less.

Temporary Construction Easement 1

Starting at the southwest property corner, following the western property line N 07 degrees 02 minutes 19 seconds E for a distance of 100.95 feet, more or less, to the point of the beginning; thence following the property line N 07 degrees 02 minutes 19 seconds E for a distance of 112.76 feet, more or less; thence S 65 degrees 50 minutes 51 seconds E for a distance of 154.76 feet, more or less; thence S 06 degrees 57 minutes 30 seconds W for a distance of 39.98 feet, more or less; thence N 47 degrees 08 minutes 01 seconds E for a distance of 76.28 feet, more or less; thence S 57 degrees 10 minutes 48 seconds W for a distance of 112.18 feet, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 4.00. Total area being 0.1642 acres, more or less. The temporary easement shall remain until project completion.

Temporary Construction Easement 2

Starting at the southwest property corner, following the southern property line S 73 degrees 27 minutes 41 seconds E for a distance of 11.33 feet, more or less, to the point of the beginning; thence following the property line S 73 degrees 27 minutes 41 seconds E for a distance of 16.72 feet, more or less; thence N 15 degrees 14 minutes 45 seconds E for a distance of 117.87 feet, more or less; thence S 57 degrees 10 minutes 30 seconds E for a distance of 29.93 feet, more or less; thence S 15 degrees 14 minutes 45 seconds W for a distance of 80.39 feet, more or less; thence S 2 degrees 45 minutes 37 seconds

W for a distance of 15.19 feet, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 4.00. Total area being 0.0483 acres, more or less. The temporary easement shall remain until project completion.

Being a portion of the same property conveyed to First Tennessee National Bank of Murfreesboro by Deed of Record in DB 427, Page 237 dated 06-22-1989, Register's Office for Rutherford County, Tennessee.

Abandonment of Existing Utility Easement

The existing utility easement in Deed Book 340 Page 574, Rutherford County, Tennessee, shall be abandoned within this parcel upon completion of new sewer construction as part of the project.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne's use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

FIRST TENNESSEE NATIONAL BANK OF MURFREESBORO

By: _____
(print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of , **FIRST TENNESSEE NATIONAL BANK OF MURFREESBORO**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of , **FIRST TENNESSEE NATIONAL BANK OF MURFREESBORO**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer is NONE.

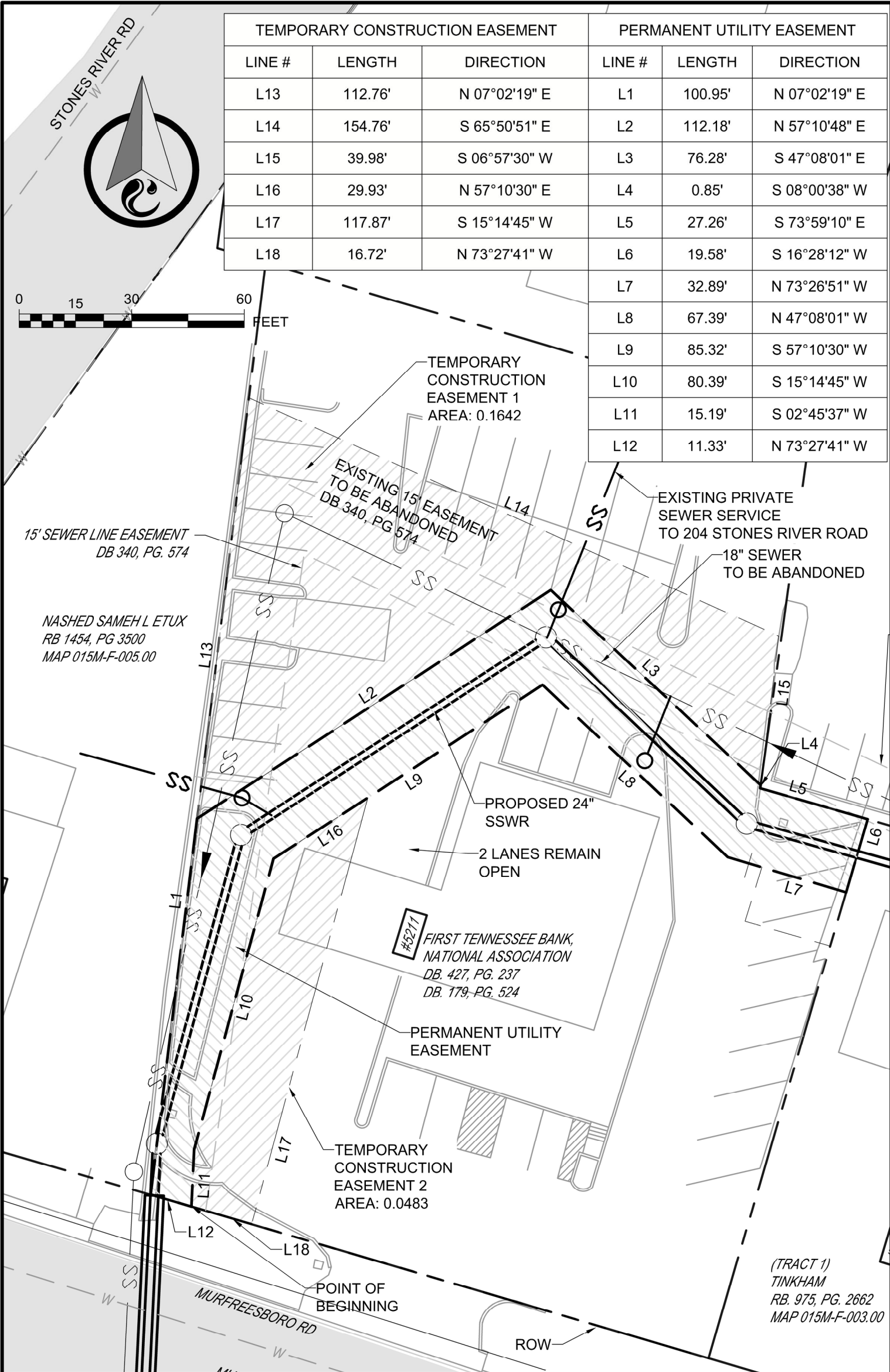
Sworn to and subscribed before me,
this ____ day of _____, 2025.

AFFIANT

My commission expires: _____

Notary Public

res: _____



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 30'

PROPERTY INFORMATION

FIRST TENN NATIONAL

DB. 427, PG. 237 DB. 179, PG. 524

PARCEL ID 15M-F-004.00

5211 MURFREESBORO ROAD

REVISIONS

PERMANENT AREA: 0.127 AC

TEMPORARY AREA: 0.213 AC

EXHIBIT 1

DATE: DECEMBER 2, 2025

DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5217 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15M-F / PARCEL: 3.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, ABANDONMENT OF EXISTING UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **JOHN TINKHAM**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Beginning at the northwest corner of the parcel, thence following the westerly property line S 16 degrees 28 minutes 12 seconds W going a distance of 20.00 feet, more or less; thence S 73 degrees 59 minutes 10 seconds E, going a distance of 144.16 feet, more or less to intersect with the easterly property line; thence N 17 degrees 03 minutes 47 seconds E, following the property line going a distance of 20.00 feet, more or less; thence N 73 degrees 59 minutes 10 seconds W going a distance of 144.34 feet, more or less to the point of the beginning. Being a portion of the same property conveyed to John Tinkham by Warranty Deed from Luvaleena Melinda Tinkham dated February 15, 2010, of record in Record Book 975, Page 2662, in the Registers Office for Rutherford County, Tennessee, of the parcel described as Map 15M, Group F, Parcel 3.0. Total area being 0.066 acres, more or less. The existing 15 foot sewer easement within 5217 Murfreesboro Road per Deed Book 340 Page 565 as revised by Deed Book 373 Page 558 shall be abandoned upon completion of the project.

Temporary Construction Easement

Starting at the northwest corner of the parcel, thence following the westerly property line S 16 degrees 28 minutes 12 seconds W going a distance of 20.00 feet, more or less, to the point of the beginning; thence, following the western property line, S 16 degrees 28 minutes 12 seconds W, going a distance of 15.00 feet, more or less; thence S 73 degrees 59 minutes 10 seconds E, going a distance of 9.97 feet, more or less; thence N 16 degrees 28 minutes 12 seconds E going a distance of 15.00 feet, more or less; S73 degrees 59 minutes 10 seconds E going a distance of 47.78 feet, more or less; thence S16 degrees 28 minutes 12 seconds W, going a distance of 15.00 feet, more or less; thence S 73 degrees 59 minutes 10 seconds E, going a distance of 86.25 feet, more or less; thence N 17 degrees 03 minutes 47 seconds E going a distance of 15.01 feet, more or less; thence N 73 degrees 59 minutes 10 seconds W going a distance of 144.16 feet, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 3.0. Total area being 0.031 acres, more or less. The temporary easement shall remain until project completion.

Abandonment of Existing Utility Easement

The existing utility easement in Deed Book 373 Page 558, Rutherford County, Tennessee, shall be abandoned within this parcel upon completion of new sewer construction as part of the project.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne's use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:
JOHN TINKHAM

By: _____
(print name)
Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **JOHN TINKHAM**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **JOHN TINKHAM**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____ Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

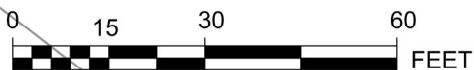
I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this _____ day of _____, 2025.

AFFIANT

Notary Public

My commission expires: _____



TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L5	15.00'	S 16°28'12" W
L6	9.97'	S 73°59'10" E
L7	15.00'	N 16°28'12" E
L8	47.78'	S 73°59'10" E
L9	15.00'	S 16°28'12" W
L10	86.25'	S 73°59'10" E
L11	15.01'	N 17°03'47" E

GRACE EVANGELICAL
CHURCH OF NASHVILLE
RB 1508, PG 2903
PB 19, PG 111
MAP 015M-F-007.00

~~15' SEWER LINE EASEMENT —
PER DB 340, PG. 565
AS REVISED BY DB 373, PG. 558
PB 19, PG. 111
TO BE ABANDONED
WITHIN 15M-F003.00~~

EXISTING SEWER
TO BE ABANDONED

PROPOSED 21" SSWR:

FIRST TENNESSEE
NATIONAL BANK OF
MURFREESBORO
DB 427, PG 237
MAP 015M-F-004.00

PERMANENT UTILITY & DRAINAGE EASEMENT

(TRACT 1)
TINKHAM
RB. 975, PG. 2662
MAP 015M-F-003.00

PERMANENT UTILITY EASEMENT AREA 1		
LINE #	LENGTH	DIRECTION
L1	20.00'	S 16°28'12" W
L2	144.16'	S 73°59'10" E
L3	20.00'	N 17°03'47" E
L4	144.34'	N 73°59'10" W

(TRACT 2)
TINKHAM
RB. 975, PG. 2662
MAP 015M-F-002.01



CTIENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 30'	REVISIONS
PROPERTY INFORMATION	PERMANENT AREA: 0.066 AC
TINKHAM (TRACT 1)	TOTAL TEMPORARY AREA: 0.031 AC
RB. 975, PG. 2662	EXHIBIT 1
PARCEL ID 15M-F-003.00	DATE: DECEMBER 02, 2025
5217 MURFREESBORO RD	DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5225 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15-F / PARCEL: 2.01
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, ABANDONMENT OF EXISTING UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **JOHN TINKHAM**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Starting at the northwest corner of the parcel, thence following the westerly property line in a southerly direction, S 17 degrees 03 minutes 47 seconds W going a distance of 20.00 feet, more or less; thence paralleling the northern property line, in an easterly direction, S 73 degrees 53 minutes 29 seconds E, going a distance of 171.22 feet, more or less, to the eastern property line; thence following the eastern property line, N 17 degrees 34 minutes 36 seconds E, going a distance of 20.01, more or less, to the northeastern property corner; thence following the northern property line in a westerly direction, N 73 degrees 53 minutes 29 seconds W going a distance of 171.40 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 2.01. Total area being 0.079 acres, more or less. The existing 15 foot sewer easement within 5225 Murfreesboro Road per Deed Book 340 Page 565 as revised by Deed Book 373 Page 558 shall be abandoned upon completion of the project.

Temporary Construction Easement

Starting at the northwest corner of the parcel, thence following the westerly property line in a southerly direction, S 17 degrees 03 minutes 47 seconds W going a distance of 20.00 feet, more or less; to the point of the beginning; thence following the westerly property line in a southerly direction, S 17 degrees 03 minutes 47 seconds W going a distance of 15.01 feet, more or less; thence paralleling the northern property line, in an easterly direction, S 73 degrees 53 minutes 29 seconds E, going a distance of 171.22 feet, more or less, to the eastern property line; thence following the eastern property line, N 17 degrees 34 minutes 36 seconds E, going a distance of 15.00, more or less, intersecting with permanent easement; thence paralleling the northern property line, in an westerly direction, N 73 degrees 53 minutes 29 seconds W, going a distance of 171.22 feet, more or less, to intersect the western property line at the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 2.01. Total area being 0.059 acres, more or less. The temporary easement shall remain until project completion.

Abandonment of Existing Utility Easement

The existing utility easement in Deed Book 373 Page 558, Rutherford County, Tennessee, shall be abandoned within this parcel upon completion of the new sewer construction as part of the project.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne's use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:
JOHN TINKHAM

By: _____
(print name)
Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **JOHN TINKHAM, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **JOHN TINKHAM**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____ Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

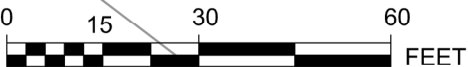
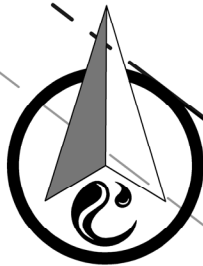
I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this _____ day of _____, 2025.

AFFIANT

Notary Public

My commission expires: _____



GRACE EVANGELICAL
CHURCH OF NASHVILLE
RB. 1508, PG. 2903
LOT 1A
PLAT BOOK 19, PG. 111
MAP 015M-F-007.00

POINT OF BEGINNING

EXISTING CITY SEWER
TO BE ABANDONED

EXISTING EASEMENT
PER DB. 340, PG. 565
AS REVISED BY DB. 373, PG. 558
TO BE ABANDONED
WITHIN PARCEL 15M-F-002.01

15' TEMPORARY
CONSTRUCTION
EASEMENT

20' P.U.D.E.

PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	20.00'	S 17°03'47" W
L2	171.27'	S 73°53'29" E
L3	20.01'	N 17°25'50" E
L4	171.40'	N 73°53'29" W

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L5	15.01'	S 17°03'47" W
L6	170.92'	S 73°53'29" E
L7	15.00'	N 17°25'50" E

(TRACT 2)
TINKHAM
RB. 975, PG. 2662
MAP 015M-F-002.01

RIVERSTONE INVESTMENTS,
RB. 1674, PG. 3218
LOT 1
PLAT BOOK 21, PG. 2
MAP 015M-F-002.00



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-634-8300

SCALE: 1" = 30'

PROPERTY INFORMATION

TINKHAM TRACT 2

RB. 975, PG. 2662

PARCEL ID 15M-F-002.01

5225 MURFREESBORO RD

REVISIONS

PERMANENT AREA: 0.079 AC

TEMPORARY AREA: 0.059 AC

EXHIBIT 1

DATE: DECEMBER 2, 2025

DRAWING NO. N22003 EX1

EXHIBIT 1

	CONVEYANCE TO A MUNICIPALITY – EXEMPT TRANSACTION PROPERTY ADDRESS: 5231 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15M-F / PARCEL: 2.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, ABANDONMENT OF EXISTING UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **RIVERSTONE INVESTMENTS, LLC**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Starting at the northwest corner of the parcel; thence following the westerly property line in a southerly direction S 17 degrees 22 minutes 15 seconds W going a distance of 22.99 feet, more or less, thence S 73 degrees 26 minutes 33 seconds W, going a distance of 21.26 feet, more or less; thence N 69 degrees 12 minutes 30 seconds E, going a distance of 37.92 feet, more or less; thence N 17 degrees 18 minutes 14 seconds E going a distance of 5.40 feet, more or less, to the northern property line; thence following the northern property line in a westerly direction, N 79 degrees 27 minutes 01 seconds W, going a distance of 51.43 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 2.00. Total area being 0.022 acres, more or less. The existing sewer easement per Deed Book 373 Page 558 shall be abandoned upon completion of the project.

Temporary Construction Easement

Starting at the northwest corner of the property; thence following the western property line in a southerly direction S 17 degrees 25 minutes and 50 seconds W, going a distance of 20.01 feet, more or less to the point of the beginning; thence following the western property line, S 17 degrees 25 minutes 50 seconds W, going a distance of 15.00 feet, more or less; thence S 79 degrees 15 minutes 36 seconds E, going a distance of 49.28 feet, more or less; thence N 59 degrees 27 minutes 31 seconds E going a distance of 28.98 feet, more or less; thence N 16 degrees 20 minutes 50 seconds E, going a distance of 15.94 feet, more or less, to the northern property line; thence following the northern property line, N 79 degrees 27 minutes 01 seconds W, following the property line going a distance of 15.00, more or less; thence S 16 degrees 20 minutes 50 seconds E, going a distance of 8.49 feet, more or less; thence S 59 degrees 27 minutes 31 seconds W, going a distance of 17.57 feet, more or less; thence N 79 degrees 15 minutes 36 seconds , going a distance of 41.77, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 2.00. Total area being 0.027 acres, more or less. The temporary easement shall remain until project completion.

Being a portion of the same property conveyed to Riverstone Investments, LLC, by Warranty Deed from William R. Eller Jr. dated 05-14-2018, of record in Record Book 1674, Page 3218, Register’s Office for Rutherford County, Tennessee.

Abandonment of Existing Utility Easement

The existing utility easement in Deed Book 373 Page 558, Rutherford County, Tennessee, shall be abandoned within this parcel upon completion of the new sewer construction as part of the project.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne’s use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

RIVERSTONE INVESTMENTS, LLC

By: _____
 (print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **RIVERSTONE INVESTMENTS, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **RIVERSTONE INVESTMENTS, LLC**, in such person’s capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

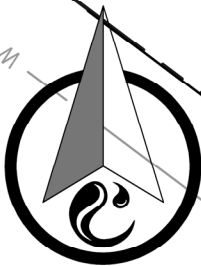
I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this ____ day of _____, 2025.

AFFIANT

My commission expires: _____

Notary Public



#5227
GRACE EVANGELICAL
CHURCH OF NASHVILLE
RB. 1508, PG. 2903
LOT 1A
PLAT BOOK 19, PG. 111
MAP 015M-F-007.00

PROPOSED 21" SSWR

EXISTING EASEMENT
DB 373, PG. 558

RIVERSTONE
INVESTMENTS
PB 25, PG 172
MAP 015M-F-001.00

TINKHAM JOHN
RB 975, PG 2662
MAP 015-F-002.01

PERMANENT UTILITY
EASEMENT

PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	20.01'	S 17°25'50" W
L2	41.77'	S 79°15'36" E
L3	17.57'	N 59°27'31" E
L4	8.49'	N 16°20'50" E
L5	53.45'	N 79°27'01" W

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L6	15.00'	S 17°25'50" W
L7	49.28'	S 79°15'36" E
L8	28.98'	N 59°27'31" E
L9	15.94'	N 16°20'50" E
L10	15.00'	N 79°27'01" W

EXISTING SEWER
AND EASEMENT
TO BE ABANDONED

EXISTING CITY SEWER
TO BE ABANDONED
DB. 373, PG. 558

15' TEMPORARY
CONSTRUCTION
EASEMENT

RIVERSTONE INVESTMENTS, LLC.
RB. 1674, PG. 3218
LOT 1
PLAT BOOK 21, PG. 2
MAP 015M-F-002.00



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 30'

PROPERTY INFORMATION

RIVERSTONE INVESTMENTS LLC
RB. 1674, PG. 2

PARCEL ID 15M-F-002.00
5231 MURFREESBORO RD

REVISIONS

AREA: 0.022 AC

TEMPORARY AREA: 0.027 AC

EXHIBIT 1

DATE: DECEMBER 4, 2025

DRAWING NO. N22003 EX1

	CONVEYANCE TO A MUNICIPALITY – EXEMPT TRANSACTION PROPERTY ADDRESS: 5237 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15M-F / PARCEL: 1.00
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, ABANDONMENT OF EXISTING UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **RIVERSTONE INVESTMENTS, LLC**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Beginning at the property corner at the intersection of parcel 15M F 1.00, 15M F 2.00, and 15M F 7.00, thence following the property line in an easterly direction S 79 degrees 27 minutes 01 seconds E going a distance of 20.14 feet, more or less; thence turning in a northerly direction, paralleling the western property line, N 17 degrees 18 minutes 14 seconds E, going a distance of 117.84 feet, more or less; thence N 59 degrees 16 minutes 50 seconds E, going a distance of 1.96 feet more or less; thence S 73 degrees 29 minutes 59 seconds E, going a distance of 493.85 feet, more or less, paralleling the northern property line to the eastern property line; thence following the eastern property line, N 09 degrees 04 minutes 38 seconds E, going a distance of 20.17 feet, more or less, to the north property line; thence along the northern property line, N 73 degrees 29 minutes 59 seconds W, going a distance of 512.27 feet, to the western property line; then S 17 degrees 18 minutes 14 seconds W, going a distance of 141.36 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 1.00. Total area being 0.286 acres, more or less. Being a portion of the same property conveyed to Riverstone Investments, LLC, by Warranty Deed from William R. Eller Jr. dated 05-14-2018, of record in Record Book 1674, Page 3221, Register’s Office for Rutherford County, Tennessee.

Upon completion of the project, the existing 15’ sewer easement per DB 373, PG 558 shall be abandoned within this property.

Temporary Construction Easement

Starting at the property corner at the intersection of parcel 15M F 1.00, 15M F 2.00, and 15M F 7.00, thence following the property line in an easterly direction S 79 degrees 27 minutes 01 seconds E, going a distance of 20.14 feet, more or less to the point of the beginning; thence following the property line in an easterly direction S 79 degrees 27 minutes 01 seconds E, going a distance of 15.10 feet, more or less, thence turning in a northerly direction, paralleling the western property line, N 17 degrees 18 minutes 14 seconds E, going a distance of 13.52 feet, more or less; thence S 79 degrees 20 minutes 33 seconds E, going a distance of 51.78 feet, more or less, paralleling the property line; thence S 72 degrees 53 minutes 07 seconds E, going a distance of 380.53 feet, more or less intersecting the existing permanent easement; thence turning, N 79 degrees 00 minutes 02 seconds E, going a distance of 71.49 feet, intersecting the eastern property line; thence following the property line, N 08 degrees 45 minutes 15 seconds E, going a distance of 6.86 feet, more or less; thence N 00 degrees 33 minutes 53 seconds E, going a distance of 31.24 feet, more or less; thence N 09 degrees 04 minutes 38 seconds E, going a distance of 33.42 feet, more or less; thence N 73 degrees 29 minutes 59 seconds W, going a distance of 493.85 feet, more or less; thence S 59 degrees 16 minutes 50 seconds W, going a distance of 1.96 feet, more or less; thence S

17 degrees 18 minutes 14 seconds W, going a distance of 117.84 feet, more or less to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 1.00. Total area being 1.154 acres, more or less. Being a portion of the same property conveyed to Riverstone Investments, LLC, by Warranty Deed from William R. Eller Jr. dated 05-14-2018, of record in Record Book 1674, Page 3221, Register's Office for Rutherford County, Tennessee. The temporary easement shall remain until project completion.

Abandonment of Existing Utility Easement

The existing utility easement in Deed Book 373 Page 558, Rutherford County, Tennessee, shall be abandoned within this parcel upon completion of new sewer construction as part of the project.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne's use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

RIVERSTONE INVESTMENTS, LLC

By: _____
 (print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **RIVERSTONE INVESTMENTS, LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **RIVERSTONE INVESTMENTS, LLC**, in such person's capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer is NONE.

Sworn to and subscribed before me,
this _____ day of _____, 2025.

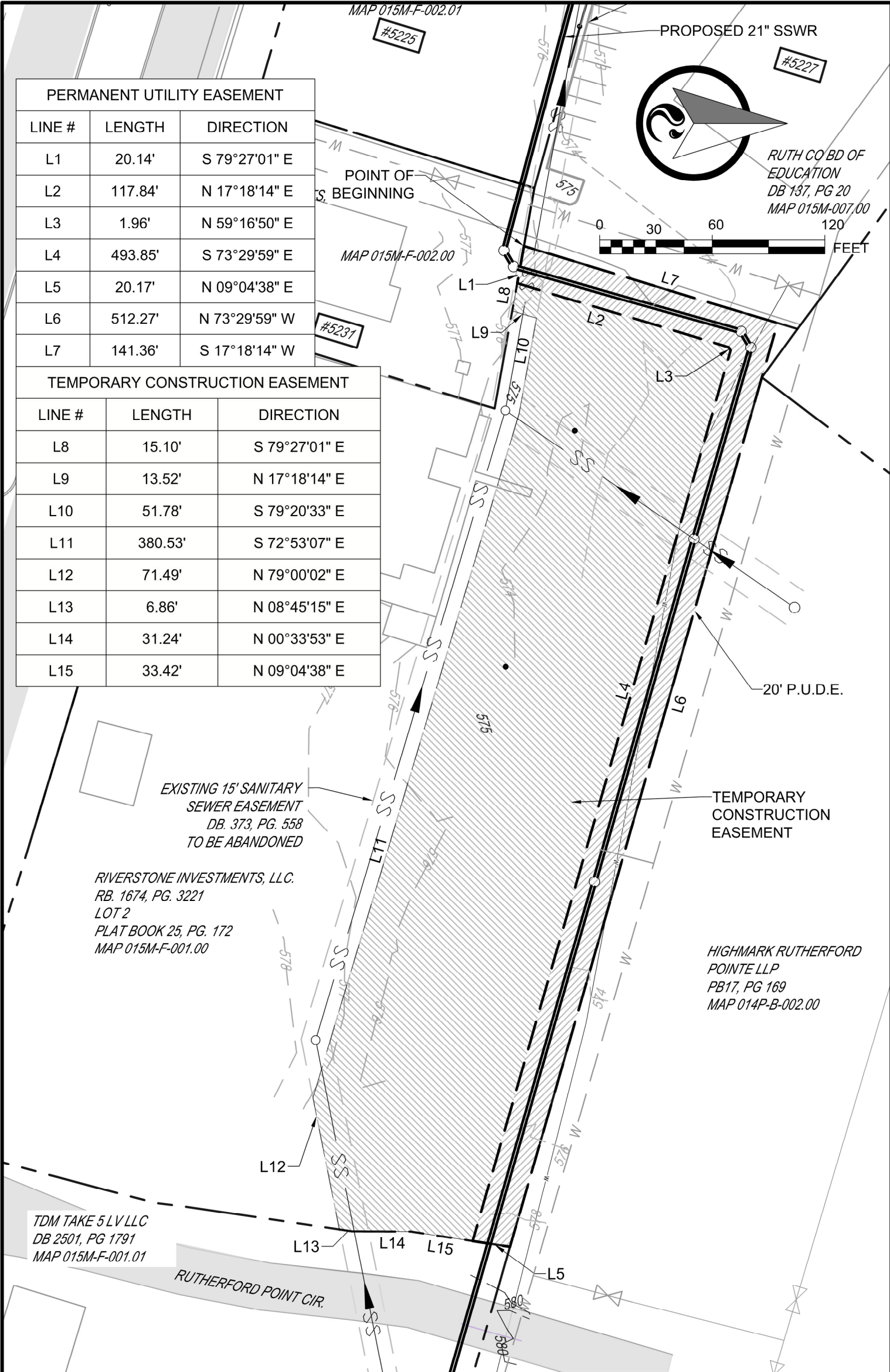
AFFIANT

My commission expires: _____

Notary Public

PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	20.14'	S 79°27'01" E
L2	117.84'	N 17°18'14" E
L3	1.96'	N 59°16'50" E
L4	493.85'	S 73°29'59" E
L5	20.17'	N 09°04'38" E
L6	512.27'	N 73°29'59" W
L7	141.36'	S 17°18'14" W

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L8	15.10'	S 79°27'01" E
L9	13.52'	N 17°18'14" E
L10	51.78'	S 79°20'33" E
L11	380.53'	S 72°53'07" E
L12	71.49'	N 79°00'02" E
L13	6.86'	N 08°45'15" E
L14	31.24'	N 00°33'53" E
L15	33.42'	N 09°04'38" E



SCALE: 1" = 60'	REVISIONS
PROPERTY INFORMATION	PERMANENT AREA: 0.286 AC
RIVERSTONE INVESTMENTS, LLC	TEMPORARY AREA: 1.154 AC
RB. 1674, PG. 172	EXHIBIT 1
PARCEL ID 15 M-F-001.00	DATE: DECEMBER 2, 2025
5237 MURFREESBORO RD	DRAWING NO. N22003 EX1

	PROPERTY ADDRESS: 5257 Murfreesboro Road La Vergne, TN 37086 MAP/PARCEL: MAP: 15M-F / PARCEL: 1.01
THIS INSTRUMENT WAS PREPARED BY: CTI Engineers, LLC 3354 Perimeter Hill Drive, Suite 140 Nashville, TN 37211	
PERMANENT PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT, ABANDONMENT OF EXISTING UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT	
ADDRESS OF NEW OWNER(S) AS FOLLOWS: CITY OF LA VERGNE 5093 Murfreesboro Road LA VERGNE, TN 37086	STATE OF TENNESSEE COUNTY OF RUTHERFORD SEND TAX BILL TO: -EXEMPT-

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **TCM Take 5 LV LLC**, (hereinafter referred to as “Grantor”), has this day bargained and sold and does hereby transfer and convey unto the **CITY OF LAVERGNE**, a Tennessee Municipal Corporation, its successors and assigns, forever, the following permanent public utility, drainage, and access easement in, upon, along, under, through and across the hereinafter described parcel of real estate together with all necessary right of ingress and egress to and from said parcel of real estate for the construction of public utilities, particularly a public sewer line known as the project, intersection, improvement and maintenance of the same, and a temporary construction easement, both shown on Exhibit 1 and more particularly described as follows:

Permanent 20’ Public Utility, Drainage, and Access Easement

Beginning at the northwest corner of the parcel; thence following the westerly property line S 09 degrees 04 minutes 38 seconds W going a distance of 20.17 feet, more or less; thence S 73 degrees 29 minutes 55 seconds E, going a distance of 147.75 feet, more or less; thence N 78 degrees 49 minutes 45 seconds E going a distance of 39.33 feet, more or less, to intersect the western property line; thence N 07 degrees 53 degrees 54 minutes going a distance of 1.65 feet more or less, to the northern property line; N 73 degrees 29 minutes 05 seconds W going a distance of 185.05 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 1.01. Total area being 0.077 acres, more or less. See attached Exhibit 1. Upon completion of the new sewer construction, the existing 15’ sewer easement per DB 373, PG 558 shall be abandoned within this property.

Temporary Construction Easement

Starting at the northwest corner of the parcel, thence following the property line S 09 degrees 04 minutes 38 seconds W going a distance of 20.17 feet, more or less, to the point of the beginning, thence following the property line S 09 degrees 04 minutes 38 seconds W going a distance of 33.42 feet, more or less; thence S 00 degrees 33 minutes 53 seconds W, going a distance of 31.24 feet, more or less; thence S 08 degrees 45 minutes 15 seconds W, going a distance of 6.86 feet, more or less, intersecting the southwest corner or the permanent easement; thence N 78 degrees 49 minutes 45 seconds E going a distance of 150.94 feet, more or less; thence N 73 degrees 29 minutes 55 seconds W going a distance of 147.75 feet, more or less, to the point of the beginning. Being land in Rutherford County and part of the parcel described as Map 15M, Group F, Parcel 1.01. Total area being 0.045 acres, more or less.

Being a portion of the same property conveyed to TCM Take 5 LV, LLC, by Warranty Deed from, Amnon Shreibman dated 12-30-2024, of record in Record Book 2501, Page 1791, Register’s Office for Rutherford County, Tennessee. The temporary easement shall remain until project completion.

Abandonment of Existing Utility Easement

The existing utility easement in Deed Book 373 Page 558, Rutherford County, Tennessee, shall be abandoned within this parcel upon completion of new sewer construction as part of the project.

TO HAVE AND HOLD said real estate, together with all appurtenances, estate and title thereunto belonging, unto the **City of La Vergne**, its successors and assigns forever.

Grantor covenants with the **CITY OF LAVERGNE** that he is lawfully seized and possessed of said real estate, has the right to convey the same, and that it is unencumbered except for the deed of trust described hereinbelow.

Grantor further covenants and binds himself, his heirs, successors, and assigns, forever, to warrant and defend the title to said **City of La Vergne**, its successors and assignees, against the lawful claims of all persons whomsoever.

The easements granted herein shall run with the land and be binding upon the heirs, successors, and assigns of the Grantor. Any previous sanitary sewer easements are hereby abandoned and returned to the owner upon completion of the project.

Grantor covenants and binds themselves, their heirs and assigns, forever, not to construct or maintain any building or other structure of any kind upon the easements, and not to do or cause any harm or any action or inaction whatsoever that interferes with the City of La Vergne’s use of the same.

Grantor acknowledges that the compensation received for this conveyance includes compensation in full for the property interests conveyed and for any incidental damages to the remainder of the real estate under the law of eminent domain.

Wherever used in this instrument the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR HANDS this the _____ day of _____, 2025.

Grantor:

TCM Take 5 LV LLC

By: _____
 (print name)

Its: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, of **TCM Take 5 LV LLC**, and _____ as such _____, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of **TCM Take 5 LV LLC** in such person’s capacity as such officer.

WITNESS MY HAND and official seal at my office on this the _____ day of _____, 2025.

My commission expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

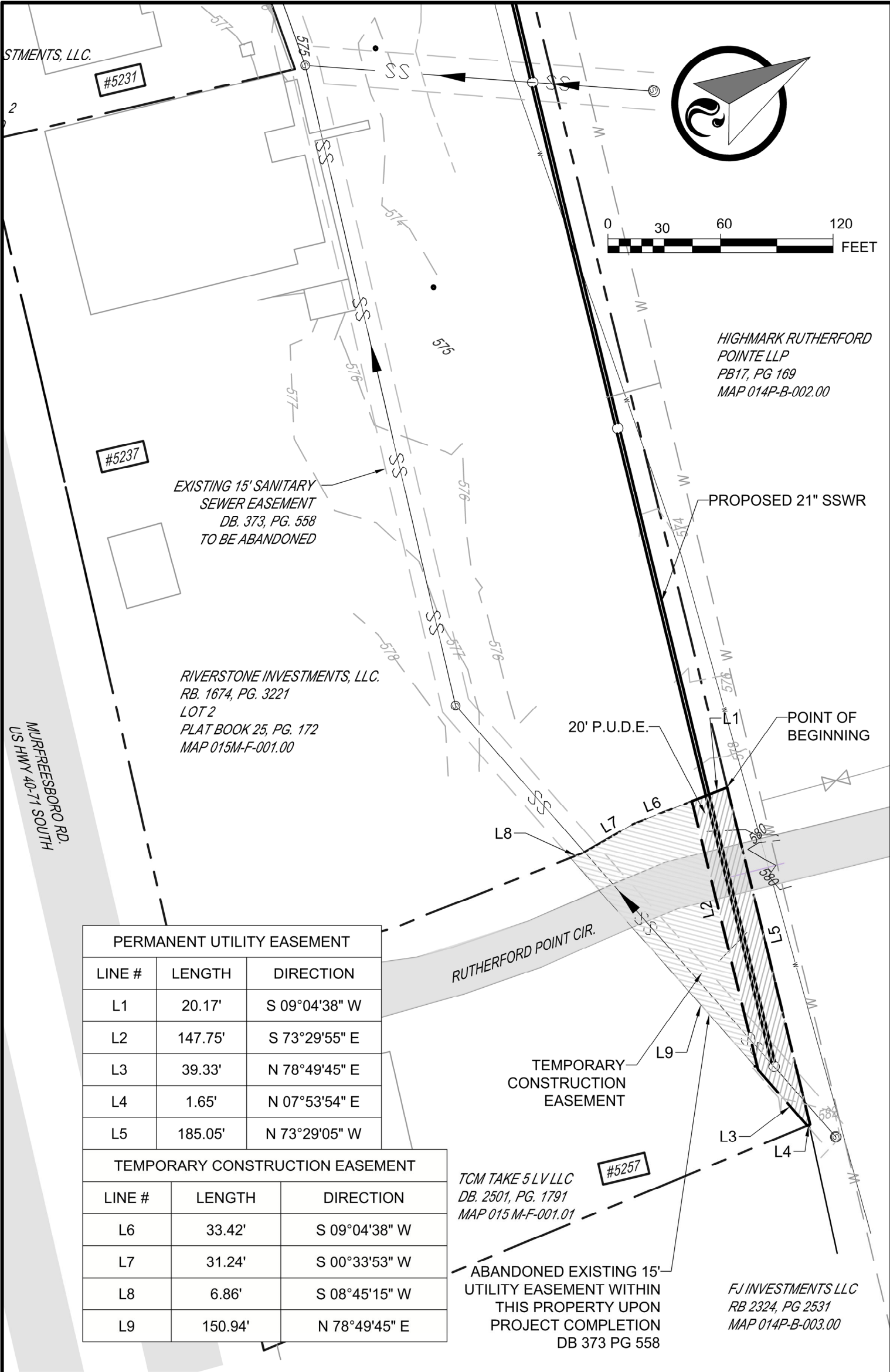
I hereby swear or affirm that the actual consideration for this transfer is NONE.

AFFIANT
Sworn to and subscribed before me,

this _____ day of _____, 2025.

Notary Public

My commission expires: _____



PERMANENT UTILITY EASEMENT		
LINE #	LENGTH	DIRECTION
L1	20.17'	S 09°04'38" W
L2	147.75'	S 73°29'55" E
L3	39.33'	N 78°49'45" E
L4	1.65'	N 07°53'54" E
L5	185.05'	N 73°29'05" W

TEMPORARY CONSTRUCTION EASEMENT		
LINE #	LENGTH	DIRECTION
L6	33.42'	S 09°04'38" W
L7	31.24'	S 00°33'53" W
L8	6.86'	S 08°45'15" W
L9	150.94'	N 78°49'45" E



CTI ENGINEERS
3354 PERIMETER HILL DR, SUITE 140
NASHVILLE, TN 37211
615-834-8300

SCALE: 1" = 60'

PROPERTY INFORMATION

TCM TAKE 5 LV LLC
DB. 2501 PG. 191

PARCEL ID 15 M-F-001.01
5257 MURFREESBORO RD

REVISIONS

PERMANENT AREA: 0.077 AC

TEMPORARY AREA: 0.115 AC

EXHIBIT 1

DATE: DECEMBER 2, 2025

DRAWING NO. N22003 EX1



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 15.A. Board of Zoning Appeals. (One term expires 1/31/2026.)

Department: City Administrator **Presented By:** Bruce Richardson

Item Attachments: None

Purpose:

This is an item regarding appointments to the Board of Zoning Appeals.

Background:

Board of Zoning Appeals Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Graeme Coates - Chairman	February 2011	January 31, 2028
Craig Pollock	October 2011	January 31, 2028
Charles Jones	July 2021	January 31, 2029
Terrence Smith	February 2021	January 31, 2027
Brett Windrow	December 2025	January 31, 2026

The term for Brett Windrow will expire at the end of January. Mr. Windrow was recently appointed to the Board of Zoning Appeals in December. We have been advertising the position on social media and have not received any applications.

Current Applicant:

- Brett Windrow

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 15.B. Construction Board of Adjustment and Appeals. (One term expires 1/31/2026.)

Department: City Administrator **Presented By:** Bruce Richardson

Item Attachments: None

Purpose:

This is an item regarding appointments to the Construction Board of Adjustment and Appeals.

Background:

Construction Board of Adjustment and Appeals Appointed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
David Waldron - Chairman	February 1995	January 31, 2028
Felicia Anderson	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2027
Lance Lee	March 2020	January 31, 2029
Jeff Moss	May 2022	January 31, 2027
Tammy Russell	February 2021	January 31, 2029
John Rutledge	June 2020	January 31, 2028

The term for Felicia Anderson will expire at the end of January. We have contacted her and she would like to remain on this board. We have been advertising these positions on social media and Channel 3, but we have not received any other applicants.

Current Applicants:

- Felicia Anderson

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 15.C. La Vergne Housing Authority. (One term expired 11/30/2025)

Department: City Administrator **Presented By:** Bruce Richardson

Item Attachments: None

Purpose:

This is an item regarding an appointment to the La Vergne Housing Authority.

Background:

La Vergne Housing Authority Not a City Board - Appointed by Mayor - 5 Year Terms		
Name	Appointed	Term Expires
Brenda Bryant - President	February 2015	November 30, 2024
Deborah Balthrop - Vice-President	January 2012	November 30, 2026
Barbara McGee - Secretary	March 2019	November 30, 2028
Deborah Harding	November 2023	November 30, 2025
Chuck Isbell	August 2020	November 30, 2027

We have one term that expired at the end of November. Ms. Harding would like to remain on the Housing Authority. We do not have any other applications.

Current Applicant:

- Deborah Harding

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT

Board of Mayor and Aldermen

Date: January 29, 2026

Item #: 16. Discussion - Presentation of the Compensation Study. (Workshop only.)

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: None

Purpose:

As approved by BOMA in 2025, the City has partnered with BTA Consulting to conduct a comprehensive review of all city job descriptions, pay scales, and salary comparisons.

Background:

The city contracted with BTA to review all compensation items. This presentation will review the findings and recommendations.

Financial Summary:

None at this time. Study findings to be included in the 2026 budget for further consideration.

Staff Recommendation:

Discussion only. Staff recommends that the study findings be included in the proposed FY 2026-2027 budget for consideration.