

WORKSHOP AGENDA

Board of Mayor and Aldermen

November 30, 2023 @ 6:30 PM

For the December 5, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: November 7, 2023 Regular Meeting and November 16, 2023 Special Meeting.
2. Presentations:
 - A. Swearing-In Ceremony - Police Chief Christopher Moews. (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 #2023-27** - An Ordinance to Amend Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code and Amend the City of La Vergne Fee Schedule Regarding the Moving of Houses, Structures or Buildings.

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.)

6. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. State Contract Purchase - Microsoft Annual License Renewal.
 2. Sole Source Purchase Amendment - Ballistic Carriers and Plates for the Police Department SWAT Team.

3. State Contract, OMNIA Partners Cooperative, and University of Tennessee Contract Purchases - Patrol Vehicles and Equipment for the Police Department.
 4. GSA Contract Purchase - Tactical Rescue and Response Vehicle for the Police Department.
 5. State Contract Purchase - Vehicle for the Fire Department.
 6. State Contract Purchase - Pickup Truck for the Street Department.
 7. State Contract Purchase - Bucket Truck for the Street Department.
 8. State Contract Purchase - Pickup Truck for the Stormwater Department.
 9. State Contract Purchase - Two Pickup Trucks for the Water Department.
 10. Amendment - State Contract Purchase - Two Service Trucks for the Sewer Department.
 11. Sole Source Purchase - Smith & Loveless Products for Sewer Department.
- B. Approve Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for the Tennessee Law Enforcement Hiring, Training and Recruitment Program.
 - C. Approve Donation of Funds from the Rutherford County Convention & Visitors Bureau for a New Mural.
 - D. Approve the 2024 Meeting and Holiday Calendar.
 - E. Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program at the Multi-Purpose Building.
 - F. Approve Facility Use Agreement with Julianne Holbrook for a Zumba Program at the Multi-Purpose Building.
 - G. Approve Facility Use Agreement with Jacqueline Dixon for a Jazzercise Program at the Multi-Purpose Building.
 - H. Approve a Listing and Marketing Commission Agreement with Allsource Enterprises, LLC, DBA Safe Industries to Sell the Fire Department Heavy Rescue Truck.
 - I. Approve a Memorandum of Agreement with the Department of the Navy, Naval Surface Warfare Center, Crane Division for Equipment to be Used by the Police Department.

NEW BUSINESS

7. First Reading - **Ordinance #2023-28** - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)
8. **Resolution #2023-25** - A Resolution to Amend the Employee Handbook.
9. **Resolution #2023-26** - A Resolution Authorizing the City of La Vergne to

Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.

10. **Resolution #2023-27** - 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.
11. Appoint or Remove Board / Committee Members:
 - A. Beer Board. (One term is vacant.)
 - B. La Vergne Housing Authority. (One term expires 11/30/23.)
 - C. Stormwater Appeals and Advisory Board. (Two terms are vacant; One term expires 12/31/2023.)
 - D. **FYI** - Historical Preservation Advisory Committee. (One term expires 12/31/2023.)
 - E. **FYI** - Library Board. (Two terms expire on 12/31/2023.)
12. Discussion - Brookside Neighborhood Park.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON NOVEMBER 7, 2023, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The November 7, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

A prayer was led by Mayor Jason Cole. The Pledge of Allegiance was led by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: October 10, 2023 Regular Meeting.

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the October 10, 2023 Regular Meeting.

Alderman Hobbs stated that the consent agenda vote was incorrect on the minutes.

The motion was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Public Comment Period.

No one spoke.

3. Department Reports:

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

OLD BUSINESS**4. Second Reading - Ordinance #2023-24 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2023-24 on second reading, was adopted following a roll-call vote.

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

5. Second Reading - Ordinance #2023-25 - An Ordinance to Amend the Impact Fee Ordinance to Add an Annual Adjustment for Construction Cost Inflation.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2023-25 on second reading, was adopted following a roll-call vote.

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

6. Second Reading - Ordinance #2023-26 - An Ordinance to Amend the Fiscal Year 2023-2024 Police Impact Fee Fund Budget.

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Ordinance #2023-26 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA**7. Consent Agenda Items:****A. Approve or Reject City Bids and Purchases:**

- 1. GSA Contract Purchase – Network Switches and Installation for the New Fire Station and Public Works Facilities.**
- 2. Sole Source Purchase - Personal Protective Equipment (Turnout Gear) for the Fire Department.**
- 3. Repair Driveway and Ramp at Fire Station #42.**

- B. Approve Change Order #3 with Romach, Inc. for La Vergne Fire Station #41.
- C. Approve Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of La Vergne, the City of Millersville, the City of Ridgetop and the White House Utility District for the Selection of a Rate Consultant to Develop the Initial Utility Price for the Calendar Year Beginning October 1, 2024.
- D. Approve Donation of Vehicle to the City from Box 100, Inc.
- E. Approve the 2024 League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association to Conduct a Youth League Baseball and Softball Program.
- F. Approve Payment Agreement, Statement of Work and Standard Service Contract with Howard Technology Solutions for the New Fire Station #41 Training Room Equipment.
- G. Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Provision of a Police Traffic Services Highway Safety Project.
- H. Approve Grant Contract with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for the La Vergne Public Library Technology Grant.
- I. Approve Railroad Contract Agreement Between TDOT, CSX Transportation, Inc., the Town of Smyrna, and the City of La Vergne, to jointly negotiate with CSX for the Jefferson Pike Intersection.
- J. Approve Contract with the Regional Transportation Authority for the Provision of Regional Bus Service for Fiscal Year 2023-2024.
- K. Approve Grant Contract for the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant.
- L. Approve Application for a Roadblock to be Conducted by the First Community M.B. Church from 10:30 a.m. until 3:00 p.m. on Saturday, November 11, 2023 with a Rain Date of Saturday, December 9, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

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

NEW BUSINESS

- 8. First Reading - Ordinance #2023-27 - An Ordinance to Amend Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code and Amend the City of La Vergne Fee Schedule Regarding the Moving of Houses, Structures or Buildings.

A motion made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2023-27 on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

9. **Resolution #2023-22 - A Resolution of the City of La Vergne of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Resolution #2023-22, was adopted following a roll-call vote.

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

10. **Resolution #2023-23 - A Resolution to Accept Phases 1 and 2 of the Lt. Frank Walkup Subdivision. (Received a favorable recommendation from the Planning Commission on September 26, 2023.)**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Resolution #2023-23, was adopted following a roll-call vote.

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

11. **Appoint or Remove Board / Committee Members:**

A. **La Vergne Housing Authority.** Mayor Cole appointed Deborah Harding to the La Vergne Housing Authority.

B. **Planning Commission.** Mayor Cole appointed Terry Coleman to the Planning Commission.

C. **Senior Citizens Advisory Committee.** Mayor Cole appointed Frankie Brooks to the Senior Citizens Advisory Committee. Vice-Mayor Noe made comments about the applicants for the Senior Citizens Advisory Committee. The board confirmed the appointments with all voting AYE, except Alderman Waldron, who ABSTAINED.

12. **Approve Change Order #1 with Baron Construction, LLC for the Public Works and Community Development Services Facility.**

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Change Order #1 with Baron Construction, was adopted following a roll call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to check on the elderly and their pets. He reminded everyone to winterize their house and car, check their smoke alarm batteries, and HVAC filters.

Alderman Hobbs reminded everyone about the Country Ham Breakfast on November 11th.

Alderman Haas thanked Parks and Rec for a great Goblins and Goodies city event. She stated she was excited about the City's upcoming events too.

Vice-Mayor Noe thanked Public Works Director Michael Dietz for their hard work on Jefferson Pike. He thanked the Driveway Group for donating the electronics dumpster on October 28, and stated that the Senior Center received \$468 in donations because of it.

Mayor Cole reminded everyone about the Christmas Parade, Veteran's Day ceremony and asked everyone to keep the injured officers in their prayers. He also congratulated Michael Dietz on his recent marriage. He asked the community to continue to pray for Israel.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:35 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON NOVEMBER 16, 2023 AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The November 16, 2023 special meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Resolution #2023-24 - A Resolution Authorizing the Mayor to Resolve Presently Pending EEOC Complaints on Non-Monetary Terms

A motion was made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Resolution #2023-24, was adopted following a roll call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

ADJOURNMENT

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

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Second Reading - **Ordinance #2023-27** - An Ordinance to Amend Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code and Amend the City of La Vergne Fee Schedule Regarding the Moving of Houses, Structures or Buildings.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-27

Summary:

This is an ordinance to amend the La Vergne Municipal Code and the Fee Schedule regarding the fees relating to the moving of houses, structures and buildings.

Background Information:

When the fee schedule was established two years ago, the fees relating to the moving of houses, structures and buildings were inadvertently left out of the fee schedule. There was a listing for a House Moving Permit, but there were two sections in the Municipal Code regarding the moving of houses and the section in Title 16, Chapter 5, Section 16-502 was not amended and moved to the fee schedule.

This corrects that oversight and removes the fees from the municipal code and adds them to the Fee Schedule.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-27

AN ORDINANCE TO AMEND THE TITLE 16, CHAPTER 5, SECTION 16-502 OF THE LA VERGNE MUNICIPAL CODE AND AMEND THE CITY OF LA VERGNE FEE SCHEDULE REGARDING THE MOVING OF HOUSES, STRUCTURES OR BUILDINGS.

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne established a fee schedule for all fees that are being charged by the City; and

WHEREAS, the fees that were listed in the Municipal Code were removed and placed in the new fee schedule; and

WHEREAS, the fees found in Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code were inadvertently left out of the original fee schedule.

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

SECTION 1. Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code be deleted in its entirety and replaced to read as follows:

16-502. Application, fees, and insurance. A person seeking issuance of a permit shall file an application for such permit. At a minimum, the application shall set forth:

- (1) The kind and type of building to be moved;
- (2) The address of the final destination of the building;
- (3) The length, height and width of the building; and
- (4) The highways and streets over, along or across which the building is proposed to be moved.

The application shall be accompanied by a nonrefundable permit application fee as set forth in the fee schedule adopted with the annual budget. The police chief may direct that city provide a police escort in front of and behind the oversized load as it moves through the city to accompany the movement of the structure to protect the public from injury. The city shall be paid a fee as set forth in the fee schedule adopted with the annual budget for the escorts, with minimum charge as set forth in the fee schedule adopted with the annual budget.

The application shall be accompanied by a liability insurance policy issued by an insurance company authorized to do business in the State of Tennessee and approved as to form by the city attorney in an amount not less than fifty thousand dollars (\$50,000.00). This insurance policy shall be called upon if there is any damage done to any city property due to the moving of the building.

SECTION 2. The Codes Department, Permits, House Moving Permit line of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>LMC / Ordinance Reference</u>
<u>Codes Department</u>		
• <u>Permits</u>		
* Moving of Houses, Structures or Buildings	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	LMC 16-502

SECTION 3. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any, 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 4. That this Ordinance take effect immediately, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract Purchase - Microsoft Annual License Renewal.

Department: Information Technology

Presented By: Glenn Green

Item Attachments: 1. Quote - MS Annual License Renewal

Summary:

This is an item to approve the annual Microsoft license renewal.

Background Information:

This is the yearly renewal of our Microsoft products and services.

Financial Summary:

The renewal cost is \$98,348.56, which is split between the general fund, stormwater fund, and water/sewer fund. This is a budgeted item.

Staff Recommendation:

Staff recommends approval.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	1003098512604.1	Sales Rep	Alex Silva
Total	\$98,348.56	Phone	(800) 456-3355, 6179136
Customer #	99016876	Email	Alex_Silva1@Dell.com
Quoted On	Oct. 25, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 23, 2023		TN-L CITY OF LAVERGNE
Contract Code	C000000006563		5093 MURFREESBORO RD
			LA VERGNE, TN 37086

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Alex Silva

Shipping Group

Shipping To

ACCOUNTS PAYABLE
TN-L CITY OF LAVERGNE
5093 MURFREESBORO RD
LA VERGNE, TN 37086-2706

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG	\$46.65	250	\$11,662.50
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL LNG	\$58.41	16	\$934.56
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	\$37.84	81	\$3,065.04
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	\$162.73	2	\$325.46
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$19.47	112	\$2,180.64

VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	\$210.61	220	\$46,334.20
VLA ENTERPRISE ENTCAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	\$33.92	220	\$7,462.40
VLA ENTERPRISE ENTCAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	\$38.94	92	\$3,582.48
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$247.84	92	\$22,801.28
Subtotal:			\$98,348.56
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$98,348.56

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ACCOUNTS PAYABLE
TN-L CITY OF LAVERGNE
5093 MURFREESBORO RD
LA VERGNE, TN 37086-2706

		Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG		\$46.65	250	\$11,662.50
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG	AC540110	-	250	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL LNG		\$58.41	16	\$934.56
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL LNG	AC540111	-	16	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES		\$37.84	81	\$3,065.04
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	AC540112	-	81	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES		\$162.73	2	\$325.46
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	AC540113	-	2	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC		\$19.47	112	\$2,180.64
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	AC540114	-	112	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG		\$210.61	220	\$46,334.20
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	AC540115	-	220	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG		\$33.92	220	\$7,462.40
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	AC540116	-	220	-
VLA ENTERPRISE ENTCAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG		Unit Price	Quantity	Subtotal
Contract # C000000006563		\$38.94	92	\$3,582.48
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	AC540117	-	92	-
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG		Unit Price	Quantity	Subtotal
Contract # C000000006563		\$247.84	92	\$22,801.28
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	AC540118	-	92	-
				Subtotal: \$98,348.56
				Shipping: \$0.00
				Environmental Fee: \$0.00
				Estimated Tax: \$0.00
				Total: \$98,348.56

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title:	Sole Source Purchase Amendment - Ballistic Carriers and Plates for the Police Department SWAT Team.
Department:	Police
Presented By:	Christopher Moews
Item Attachments:	1. Revised Quote - Verco Materials 2. Original Quote - Ballistic Carriers and Plates

Summary:

This is an amendment to the sole source purchase that was approved by the Board of Mayor and Aldermen at the September 5, 2023 meeting.

Background Information:

At the September meeting, the Board approved a budget amendment on final reading for the purchase of the ballistic carriers and plates for the Police Department. The budget amendment was for the Drug Fund and the amount was \$27,650, which was based on the quote from Verco Materials for \$27,609.60. The sole source purchase was also approved at that September meeting. The original quote that was obtained from Verco Materials only contained one size of ballistic vests. When the correct sizes were submitted, the revised quote came back at \$30,355.56. Since the board only approved \$27,609.60, this needed to come back before the board for approval.

Financial Summary:

The difference between the original quote and the revised quote is \$2,705.56. The Drug Fund budget already had \$8,000 in the small items of equipment line item, so it can absorb this additional amount.

Staff Recommendation:

Staff recommends approval.



QUOTE

871 Wheeler ST NW
Atlanta, GA 30318
404-872-9504

Quote No. 453
DATE October 19, 2023
CUSTOMER ID MGAPD

Customer LaVernge TN PD
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

SHIP TO LaVernge TN PD
ATTN: Bill Timson
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

Payment Terms	Delivery Date	Expiration Date
NET 30 ARI	As available	45days

QTY	ITEM #	DESCRIPTION	MSRP Discount	UNIT PRICE	LINE TOTAL
2.00	U0SCS	UrbanShieldMH, SAPI cut Small armor panel, Level III+	38%	\$ 627.50	\$ 1,255.00
12.00	U0SCM	UrbanShieldMH, SAPI cut Medium armor panel, Level III+	38%	\$ 737.80	\$ 8,853.60
14.00	U0SCL	UrbanShieldMH, SAPI cut Large armor panel, Level III+	38%	\$ 974.16	\$ 13,638.24
2.00	U0SCX	UrbanShieldMH, SAPI cut Extra Large armor panel, Level III+	38%	\$ 1,429.36	\$ 2,858.72
1.00	Plate style carrier, S	Ranger Green, 500D, MOLLE, velcro, quick release, for size Small SAPI cut panels	50%	\$ 250.00	\$ 250.00
6.00	Plate style carrier, M	Ranger Green, 500D, MOLLE, velcro, quick release, for size Medium SAPI cut panels	50%	\$ 250.00	\$ 1,500.00
7.00	Plate style carrier, L	Ranger Green, 500D, MOLLE, velcro, quick release, for size Large SAPI cut panels	50%	\$ 250.00	\$ 1,750.00
1.00	Plate style carrier, XL	Ranger Green, 500D, MOLLE, velcro, quick release, for size Extra Large SAPI cut panels	50%	\$ 250.00	\$ 250.00
					-

1. Please respond with confirmation of reception.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if alternate shipping is required.
4. Send all correspondence to:

Verco Materials
871 Wheeler ST NW
Atlanta, GA 30318
Office: 404-872-9504

SUBTOTAL \$ 30,355.56

SALES TAX



5. Quote pricing is specific to specific customer and not indicative of pricing available to other customers. Please keep information confidential.

TOTAL \$ 30,355.56

Gabriel Todd, VP Tech Sales 10/19/2023

Authorized by Date

QUOTE

Verco Materials, LLC

871 Wheeler ST NW
Atlanta, GA 30318
404-872-9504

Quote No. 432
DATE June 14, 2023
CUSTOMER ID MGAPD

Customer LaVernge TN PD
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

SHIP TO LaVernge TN PD
ATTN: Bill Timson
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

Payment Terms	SHIPPING TERMS	Expiration Date
NET 30 ARI	As available	45days

QTY	ITEM #	DESCRIPTION	MSRP DISCOUNT	UNIT PRICE	LINE TOTAL
32.00	UOLEM	UrbanShieldMH, LE Medium armor panel, Level III+	38%	\$ 737.80	\$ 23,609.60
16.00	Plate style carrier, M	Ranger Green, 500D, MOLLE, velcro, quick release, for size LE Medium panels	50%	\$ 250.00	\$ 4,000.00
					-

1. Please respond with confirmation of reception.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if alternate shipping is required.
4. Send all correspondence to:

Verco Materials
871 Wheeler ST NW
Atlanta, GA 30318
Office: 404-872-9504

5. Quote pricing is specific to specific customer and not indicative of pricing available to other customers. Please keep information confidential.

SUBTOTAL \$ 27,609.60

SALES TAX

TOTAL \$ 27,609.60

Gabriel Todd, VP Tech Sale 6/14/2023

Authorized by

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract, OMNIA Partners Cooperative, and University of Tennessee Contract Purchases - Patrol Vehicles and Equipment for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Cost Breakdown / Quotes - Patrol Vehicles

Summary:

This is an item to approve the purchase of ten patrol vehicles and equipment for the Police Department.

Background Information:

There are several components to the purchase of the patrol vehicles and the necessary equipment needed for the Police Department. State Contract SWC209 will be used to purchase the vehicles from Ford of Murfreesboro. The department will be ordering nine Ford Police Interceptor Utility vehicles and one Ford F-150 Police Responder Truck. The Mobile Data Terminals (computers) and associated equipment will be purchased using the OMNIA Partners Cooperative Purchasing Contract from InSight Public Sector. State Contract SWC349 will be used to purchase the Radar units for each vehicle from Stalker Radar. The other emergency equipment and installation will be done by Trucker's Lighthouse using a University of Tennessee Contract (and extension).

This should be all of the equipment needed for these vehicles except for the radios. We are waiting for a quote from Motorola. We will bring the purchase of the radios to the board for approval at a later date.

Financial Summary:

The total cost of the ten vehicles is estimated to be \$761,691.42. The unit cost for each Interceptor SUV with equipment and installation is estimated at \$75,709.48. The unit cost for the F-150 with equipment and installation is \$80,306.10. The FY 2023-24 budget included \$931,570 for the purchase of these ten vehicles.

These are estimated costs with the radios included, which will need to be approved once we receive the quote from Motorola.

Staff Recommendation:

Staff recommends approval.

Cost Breakdown - Police Patrol Vehicles

Quantity	Item	Vendor	Contract	Unit Price	Total Price
9	Ford Police Interceptor Utility Vehicles	Ford of Murfreesboro	Tennessee SWC209	\$45,372.00	\$408,348.00
1	Ford F-150 Police Responder Truck	Ford of Murfreesboro	Tennessee SWC209	\$52,735.00	\$52,735.00
10	Mobile Data Terminals & Equipment	InSight Public Sector	OMNIA Partners 23-6692-03	\$4,797.28	\$47,972.80
10	Radar Units	Stalker Radar	Tennessee SWC349	\$2,674.40	\$26,744.00
10	Radios and Installation	Motorola	Tennessee SWC424	\$8,678.00	\$86,780.00
9	Other Equipment and Installation (SUV's)	Trucker's Lighthouse	University of Tennessee Contract/Extension	\$13,665.80	\$122,992.20
1	Other Equipment and Installation (F-150)	Trucker's Lighthouse	University of Tennessee Contract/Extension	\$10,899.42	\$10,899.42
10	Decal Package for Vehicles			\$522.00	\$5,220.00
Total					\$761,691.42

***Motorola Radios are not included in this purchase request. The estimate above is based on last year's prices.**

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Lavergne

DATE: 10/12/2023
QUOTE ID: 23-00076

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	K8A	PI Utility AWD, V6	\$45,372.00	\$45,372.00
1	OPT	Optional Equipment		
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$45,372.00	\$45,372.00



Prepared by: Jason McCullough

10/12/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$47,165.00
Packages		
500A	Order Code 500A	N/C
	Includes: - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV)	-\$2,830.00
	(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.	
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

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Prepared by: Jason McCullough
10/12/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00

Emissions

425	50 State Emission System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	

Exterior Color

UM_01	Agate Black	N/C
-------	-------------	-----

Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
-------	--	-----

SUBTOTAL	\$45,370.00
Destination Charge	\$1,595.00
TOTAL	\$46,965.00

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Prepared by: Jason McCullough
10/12/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Agate Black

Interior: Charcoal Black w/Unique HD Cloth
Front Bucket Seats w/Vinyl Rear

- * 18 x 8-inch front and rear black steel wheels
- * P255/60RW18 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * 4.2 inch primary LCD display
- * AM/FM stereo radio
- * External memory control
- * Wheelbase: 119.1"
- * Trip computer
- * Power door mirrors
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Electronic stability control system with anti-roll
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * Automatic climate control
- * Rear under seat climate control ducts

- * Class III tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel dual exhaust
- * Battery rating: 730CCA
- * Fuel tank capacity: 21.40 gal.
- * Steering wheel mounted audio controls
- * Seek scan
- * Vehicle body length: 198.8"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * Deep tinted windows
- * Speed sensitive wipers
- * Manual rear child safety door locks
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags
- * Dual-zone front climate control
- * Fixed rear seats

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$47,165.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50 State Emission System	STD
Agate Black	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.3L V6 Direct-Injection (FFV)	-\$2,830.00
Transmission: 10-Speed Automatic (44U)	N/C
Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
Rear-Door Controls Inoperable	\$75.00

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Prepared by: Jason McCullough
10/12/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Major Equipment

- | | |
|--|--|
| * 35-30-35 folding rear seats | * Split-bench rear seat |
| * Front facing rear seat | * Fold forward rear seatback |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * Bucket front seats |
| * Driver seat with 8-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Manual reclining driver seat | * Power height adjustable driver seat |
| * Power driver seat fore/aft control | * Power driver seat cushion tilt |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Cloth front seat upholstery | * Vinyl front seatback upholstery |
| * Manual driver seat lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Brake assist system |
| * Hill start assist | |

As Configured Vehicle

MSRP

SUBTOTAL	\$45,370.00
Destination Charge	\$1,595.00
TOTAL	\$46,965.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Lavergne

DATE: 10/27/2023
QUOTE ID: 23-00093

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W1P	F-150 Police Responder	\$47,481.00	\$47,481.00
1	OPT	Optional Equipment	\$4,555.00	\$4,555.00
1	BED	Spray In Bedliner	\$699.00	\$699.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$52,735.00	\$52,735.00



Prepared by: Jason McCullough

10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1P	Base Vehicle Price (W1P)	\$51,610.00
Packages		
150A	Equipment Group 150A <i>Includes:</i> - Engine: 3.5L V6 EcoBoost 120-MPH top speed. - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i> - Electronic Locking w/3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package - Tires: LT265/70R18 BSW A/T - Wheels: 18" Steel - Cloth 40/Blank/40 Front-Seats <i>Includes center-section deleted. (Restraint control module cover provided) and vinyl rear bench.</i> - Radio: AM/FM Stereo w/6 Speakers - SYNC 4	N/C
Powertrain		
998	Engine: 3.5L V6 EcoBoost 120-MPH top speed.	Included
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	Included
STDGV	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: LT265/70R18 BSW A/T	Included
STDWL	Wheels: 18" Steel	Included
Seats & Seat Trim		
P	Cloth 40/Blank/40 Front-Seats <i>Includes center-section deleted. (Restraint control module cover provided) and vinyl rear bench.</i>	Included
Other Options		
145WB	145" Wheelbase	STD

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Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes:</i> - SYNC 4	Included
18B	Black Platform Running Boards	\$255.00
153	Front License Plate Bracket <i>Standard in states where required by law, optional to all others.</i>	N/C
67P	Remote Keyless-Entry Key Fob w/o Key Pad <i>Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike.</i>	\$350.00
Emissions		
425	50 State Emissions System	STD
Exterior Color		
B3_01	Atlas Blue Metallic	N/C
Upfit Options		
TOPPER	Commercial Top for F-150 (Painted Blue to Match)	\$4,300.00
SUBTOTAL		\$56,515.00
Destination Charge		\$1,995.00
TOTAL		\$58,510.00

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Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

Exterior: Atlas Blue Metallic

- | | |
|---|--|
| * Running boards | * 18 x 8.5-inch front and rear steel wheels |
| * Class IV tow rating | * Front tires LT load rating: C |
| * LT265/70RS18 AT BSW front and rear tires | * Overdrive transmission |
| * Lock-up transmission | * Transmission electronic control |
| * Alternator Amps: 240A | * Stainless steel single exhaust |
| * All-speed ABS and driveline traction control | * Driver selectable rear locking differential |
| * Battery rating: 800CCA | * Lead acid battery |
| * Battery run down protection | * Fuel tank capacity: 25.99 gal. |
| * 12 inch primary LCD display | * Steering wheel mounted audio controls |
| * Bluetooth wireless audio streaming | * AM/FM stereo radio |
| * Seek scan | * Radio data system (RDS) |
| * SYNC 4 external memory control | * Internet radio capability |
| * Vehicle body length: 231.7" | * Wheelbase: 145.0" |
| * Axle capacity rear: 4,800 lbs. | * Tire/wheel capacity rear: 4,800 lbs. |
| * Axle capacity front: 3,750 lbs. | * Spring rating front: 3,450 lbs. |
| * Off-road ride suspension | * Power door mirrors |
| * Manual folding door mirrors | * DRL preference setting |
| * Daytime running lights | * Light tinted windows |
| * Variable intermittent front windshield wipers | * AdvanceTrac w/Roll Stability Control
electronic stability control system with anti-roll |
| * Manual rear child safety door locks | * Driver front impact airbag |

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$51,610.00
Equipment Group 150A	N/C
Engine: 3.5L V6 EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
Electronic Locking w/3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Tires: LT265/70R18 BSW A/T	Included
Wheels: 18" Steel	Included
Cloth 40/Blank/40 Front-Seats	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
50 State Emissions System	STD
SYNC 4	Included
Atlas Blue Metallic	N/C
Black Platform Running Boards	\$255.00
Front License Plate Bracket	N/C
Remote Keyless-Entry Key Fob w/o Key Pad	\$350.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415

Major Equipment

- | | |
|---|--|
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * Airbag occupancy sensor |
| * 6 airbags | * Manual climate control |
| * Rear under seat climate control ducts | * Fixed rear seats |
| * 60-40 folding rear seats | * Split-bench rear seat |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * 40-40 bucket front seat |
| * Driver seat with 8-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Power reclining driver seat | * Power height adjustable driver seat |
| * Power driver seat fore/aft control | * Power driver seat cushion tilt |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Cloth front seat upholstery | * Cloth front seatback upholstery |
| * Driver seat with 2-way power lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Electronic parking brake |
| * Brake assist system | * Hill Descent Control |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

SUBTOTAL	\$52,215.00
Destination Charge	\$1,995.00
TOTAL	\$54,210.00

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Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415

Fuel Economy

City
17 mpg



Hwy
23 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SOLD-TO PARTY 11273952

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

SHIP-TO

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

Quotation

Quotation Number : [0226786230](#)
Document Date : 20-OCT-2023
PO Number :
PO release: :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Branden Maiorano
Email : BRANDEN.MAIORANO@INSIGHT.COM
Telephone : +17372473702

We deliver according to the following terms:

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

Material	Material Description	Quantity	Unit Price	Extended Price
7160-0577-02-P	Gamber-Johnson Vehicle Docking Station - docking station - VGA, HDMI OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1069.99 Discount: 24.201%	10	811.04	8,110.40
7160-0220	Gamber-Johnson Locking Slide Arm w/Standard Attachment - mounting component OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 247.99 Discount: 4.000%	10	238.07	2,380.70
AI-2CLSFB	PANASONIC - 2-IN-1 SINGLE CELL LTE GNSS FIN IP67 - BLACK OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 212.99 Discount: 20.799%	10	168.69	1,686.90
CF-LNDBRK120	Panasonic CF-LNDBRK120 - system mounting bracket OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 16.99 Discount: 36.963%	10	10.71	107.10
CF-LNDDC120	LIND PA1580-1642 - car power adapter - 120 Watt OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 193.99 Discount: 29.651%	10	136.47	1,364.70

Material	Material Description	Quantity	Unit Price	Extended Price
FZ-55JA-00BM	Panasonic Toughbook 55 - 14" - Intel Core i7 1370P vPro up to 5.2 GHz - 16 GB RAM - 512 GB SSD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4088.99 Discount: 19.091%	10	3,308.36	33,083.60
CBLMS-F00200	Lind bulk cable - 3.6 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 86.99 Discount: 49.649%	10	43.80	438.00
IPS-ICV-RADAR-CABL	i-PRO ICV Radar - Interface Cable - For Select radar Gun Models OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 159.99 Discount: 49.909%	10	80.14	801.40
Product Subtotal				47,972.80
TAX				0.00
Total				47,972.80

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

Sincerely,

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

Branden Maiorano
+17372473702
BRANDEN.MAIORANO@INSIGHT.COM

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

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

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

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

paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner:

Brooke Journet
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr:

Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Q U O T E
2079601

Page 1 of 1

Date: 10/17/23

Effective From : 10/13/2023

Valid Through: 01/11/2024

Lead Time: 35 working days

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

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	10	806-0022-00	DSR 2 Antenna Radar	36	\$2,588.00	\$25,880.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	10	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00
2	10	200-1000-40	DSR Modular Display		\$0.00
3	20	200-1468-00*	Dual DSR Ka Antenna		\$0.00
4	10	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	10	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	10	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	10	200-1379-00	2020-2023 FI SUV CU/Display/Antenna Mount	\$86.40	\$864.00
8	10	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	10	200-0648-00	Display Sun Shield		\$0.00
11	10	155-2591-02	2 Foot Antenna Cable, IP67		\$0.00
12	10	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	10	200-0622-00	VSS Cable Kit		\$0.00
14	10	200-0821-00	DSR Documentation Kit		\$0.00
15	10	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
16	10	060-1000-36	36 Month Warranty		\$0.00

Group Total	\$26,744.00
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Product	\$26,744.00	Sub-Total:	\$26,744.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$26,744.00

Vehicle Information:
2024 Ford Interceptor SUV

001

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



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

Quote

#EST7622

10/13/2023

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

of

Bill To

TOTAL

CITY OF LAVERGNE-POLICE DEPT
ATTN: ACCOUNTS PAYABLE
5093 MURFREESBORO RD
LA VERGNE TN 37086
United States

\$13,665.80

Quote Valid Through: 1/13/2024

Quote Expiration	Vehicle Info	Sales Rep	Order Type	
1/13/2024	2023 ford suv slick top	CHRIS KEITH	Install - Nashville	
Quantity	Item	Options	Rate	Amount
	/C this is for a slick top ford suv			
1	HVC-MCB Mic Clip Bracket		\$15.20	\$15.20
1	HVC-HDM-204 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle		\$184.00	\$184.00
1	SEPK0601ITU20TM #10VS C Horizontal Sliding Window Uncoated Polycarbonate With Expanded Metal Window Security Screen Flat Panel Partition TM (Tall Man)		\$727.20	\$727.20
1	SEDK0100ITU20 Door Panel VS TPO Plastic Black Installs Over OEM Door Panels		\$255.20	\$255.20
1	SEQK0566ITU20 Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition *Seat Belt Retractors Pre-Installed to Save 30 Minutes of Install Time		\$1,279.20	\$1,279.20
1	SEWK0595ITU20 Window Barrier VS Polycarbonate		\$287.20	\$287.20
1	LDLOFT-PIU20-2GX 20+ Ford Police Utility LOFT Dual Weapon Extra Wide Storage Tray provides additional 4" of width for guns - LOFT-PIU20-2GX Includes 2 Gun Locks.		\$904.00	\$904.00

Quantity	Item	Options	Rate	Amount
	Muzzle Bracket Assembly, Butt Cup & Momentary Push Button Switch. (Optional Accessories Available)			
2	INVMAGMIC MAGNETIC MIC BRACKET		\$31.96	\$63.92
1	EG8028B RT Fuse Block 6 Circuit, Bulk Pack		\$12.583875	\$12.58
1	EG8030B RT 12 Circuit Ground Bus Bar, Bulk Pack		\$8.004	\$8.00
1	/MON Shop Supplies Fee		\$165.00	\$165.00
22	/LAB1 Installation Labor - Nashville		\$140.00	\$3,080.00
	/MISC 1-ILS-FRONT 1-ILS-REAR 1-PF200S17 2-ES100C 2-ESB-U 1-FHL-TAIL 1-OBDCABLE25-2 2-XSM2-RBW-US 2-MPS63U-RBW 5-MPS62U-BA 2-MPSW9-BW 6-MPS61U-B 4-MPSM6-LB 1-MPSMW9-FPIU20MIR		\$4,800.00	\$4,800.00
1	/MISC fedsig bumper		\$510.00	\$510.00
1	HVC-VS-1012-INUT-H 2020 Ford Interceptor Utility Specific Angled Console		\$451.50	\$451.50
1	HVC-SBX-101 Universal Equipment Storage Box For Utility Vehicles		\$651.00	\$651.00
1	HVCG-X ChargeGuard-Select		\$74.90	\$74.90
1	Freight Shipping Charges		\$150.00	\$150.00
1	HVCUP2-1001 Internal Cup Holders		\$46.90	\$46.90

Decal #	Subtotal	\$13,665.80
Tag #		
VIN #	Tax Total (%)	\$0.00
Mileage:		
	Total	\$13,665.80



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

Quote

#EST7689

10/26/2023

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

of

Bill To

CITY OF LAVERGNE-POLICE DEPT
ATTN: ACCOUNTS PAYABLE
5093 MURFREESBORO RD
LA VERGNE TN 37086
United States

TOTAL

\$10,899.42

Quote Valid Through: 1/24/2024

Quote Expiration	Vehicle Info	Sales Rep	Order Type
1/24/2024	mike campel 23 f150	CHRIS KEITH	Install - Nashville

Quantity	Item	Options	Rate	Amount
1	/MISC slick top fed sig package		\$2,500.00	\$2,500.00
6	FDMP620U-BW MICROPULSE ULTRA, DUAL COLOR grill		\$120.60	\$723.60
6	FDMP620U-BA MICROPULSE ULTRA, DUAL COLOR under rear tail gate.		\$120.60	\$723.60
4	FDMP6M6-LB KIT,L-BRKT,SINGLE HD,MS6		\$19.00	\$76.00
1	WHEWCCPKT WECAN UNIVERSAL CONTROL POINT		\$150.50	\$150.50
2	WHETCRWX6 WeCanX TRACER 6-LAMP HOUSING		\$778.80	\$1,557.60
2	WHETCRWXPE WCX TRACER PRIMARY DUO LT B/W		\$33.00	\$66.00
10	WHETCRWXSE WCX TRACER SECONDARY DUO B/W		\$33.00	\$330.00
1	SE1K0574FDT15F150PDR Single Prisoner Transport Partition #6VS Stationary Window Coated Polycarbonate *ONLY COMPATIBLE WITH: -Stock Seat *FOR USE WITH: -Driver's Side Rear Seat		\$991.20	\$991.20
1	/MON Shop Supplies Fee		\$165.00	\$165.00

Quantity	Item	Options	Rate	Amount
17	/LAB1 Installation Labor - Nashville		\$140.00	\$2,380.00
1	HVC-VSW-3000-F150-3-H 12.5" Wide Flat 30" Vehicle-Specific Console For 2021-2023 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab		\$782.92	\$782.92
1	HVCUP2-1002 External Mount Self-Adjusting Cup Holder		\$91.00	\$91.00
1	HVC-ARM-102 Side Mount Armrest		\$94.00	\$94.00
1	Freight Shipping Charges		\$200.00	\$200.00
1	EG8026 RT Fuse Block 12 Circuit w/Ground, Bulk		\$68.00	\$68.00

Decal #	Subtotal	\$10,899.42
Tag #		
VIN #	Tax Total (%)	\$0.00
Mileage:		
	Total	\$10,899.42



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: GSA Contract Purchase - Tactical Rescue and Response Vehicle for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Quote - Lenco BearCat

Summary:

This is an item to approve the purchase of a Lenco BearCat for the Police Department.

Background Information:

The city was awarded a grant for the purchase of a Tactical Rescue and Response vehicle for the Police Department. The grant contract with the State of Tennessee Office of Criminal Justice Programs was approved at the October BOMA meeting and the budget amendment was approved on final reading at the November meeting. This approves the actual purchase of the vehicle.

Financial Summary:

The cost of the vehicle is \$340,589.00. The grant proceeds are \$239,927. The remaining \$100,662 will be paid out of the Police Impact Fee Fund. The budget amendment for the Police Impact Fee Fund was approved by Ordinance #2023-26 at the last meeting.

Staff Recommendation:

Staff recommends approval.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 101415

Customer Code: LVLTN

Quotation Date: 11/01/23

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To

LaVergne Police Department
5093 Mufreesboro Rd.
LaVergne, TN 37086 USA

Ship To

LaVergne Police Department
5093 Mufreesboro Rd.
LaVergne, TN 37086 USA

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-Up	FOB: Origin	Customer Pickup
Estimated Completion	Lenco Contact	Inspection & Acceptance
12+ months ARO (Est.)	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	2927			
Lenco BearCat	BC55003-BASE	1	\$200,704.00	\$200,704.00
Options:				
LED All Blue	LED_BLUE	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$8,859.00	\$8,859.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$34,958.00	\$34,958.00
4-Door Configuration	BC4DR	1	\$7,858.00	\$7,858.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$152.00	\$1,216.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
360 Camera System	BC360DEG	1	\$4,422.00	\$4,422.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade w/Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$12,479.00	\$12,479.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
Draco Prep Package	BCDRACOPREP	1	\$1,896.00	\$1,896.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$4,068.00	\$4,068.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$1,404.00	\$2,808.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
Fender Intersection Lights	BCFIL	1	\$2,986.00	\$2,986.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1	\$6,387.00	\$6,387.00
Police Cupola w/Glass & Barn Doors	BCPCUPOLA	1	\$26,321.00	\$26,321.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Ballistic Skip Round Shield	BCBSRS	2	\$1,936.00	\$3,872.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
Bedrock Paint	BCPJ	1	\$3,363.00	\$3,363.00
Configuration Subtotal:				\$340,589.00
Lenco BearCat	NEWCONFIG	1	\$340,589.00	\$340,589.00
Net Total				\$340,589.00



Protecting Our Nation's Defenders™
10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 101415

Customer Code: LVLTN
Quotation Date: 11/01/23
Lenco Tax ID#: 04-2719777
Page #: 2 of 2

Notes: GSA Federal Acquisition Service – Multiple Award Schedule Contract Number: GS-07F-169DA Current Option Period End Date: August 22, 2026	
WARNING: Information Subject to Export Control Laws The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).	
Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.	
ACCEPTANCE OF PROPOSAL Authorized Signature: _____ Please sign and return	Authorized Signature: <u>Daniel Besemer</u> Daniel Besemer
Thank you	



Protecting Our Nation's Defenders™

SOLE SOURCE LETTER

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: April 20, 2023

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – “Only one responsible source and no other supplies or services will satisfy agency requirements” is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must “provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.” *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com



SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: April 20, 2023

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 131.5" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com

- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 130 Authorized Ford Service Centers across the United States

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

US Government Cooperative Purchasing Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

- [Lenco GSA eLibrary Link](#)
- [1122 Participating States](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-23

Current Option Period End Date: September 30, 2027

Important Links:

- [HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 23-03-0524R

Current Option Period End Date: June 17, 2024

Important Links:

- [NCSA Contract Award Documents Link](#)

4. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2023

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc. and Mallory Safety and Supply, LLC

Important Links:

- [US Communities / OMNIA Partners Contract Link](#)

5. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: BC-Bid-#21-55 (COOP)

Current Option Period End Date: December 3, 2023

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

- [Bergen County Co-Op Contract Link](#)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

6. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2024

Important Links:

- [Howard County, MD Current Awards and Contracts Link](#)
- [Current Contracts Link](#)

7. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: 005-RFB-0437-2023 / 23202

Current Option Period End Date: August 31, 2024

Important Links:

- [Iowa Department of Administrative Services Link](#)

Last updated October 1, 2023

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract Purchase - Vehicle for the Fire Department.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Quote - Fire Dept Vehicle

Summary:

This will approve the purchase of a vehicle for the new Fire Inspector in the Fire Department.

Background Information:

This is a state contract purchase using State Contract #SWC209 for a Ford Explorer that is on the lot at Ford of Murfreesboro. This is a budgeted item in the FY 2023-2024 Fire Impact Fee Fund Budget.

Financial Summary:

The cost of the vehicle is \$38,086, which is less than the \$40,000 that was budgeted for this purchase.

Staff Recommendation:

Staff recommends approval.



City of Lavergne - K8A

City of Lavergne

Lavergne, TN 37086

Thomas Daniel

tdaniel@lavernetn.gov

(615) 971-4094

Reference: 20231114-134929958

Quote created: November 14, 2023

Quote expires: February 12, 2024

Quote created by: Jason McCullough

Government Sales Manager

mr.jason.mccullough@gmail.com

+16157859141

Comments from Jason McCullough

SWC 209

Contract Number 80356

Products & Services

Item & Description	Quantity	Unit Price	Total
K8A-500A -- PI UTILITY, AWD, 3.3L V6 FFV - MARKED	1	\$38,086.00	\$38,086.00
K8A-500A -- PI UTILITY, AWD, 3.3L V6 FFV - MARKED			
One-time subtotal			\$38,086.00
Total			\$38,086.00

Purchase terms

Questions? Contact me



Jason McCullough
Government Sales Manager
mr.jason.mccullough@gmail.com
+16157859141

Ford of Murfreesboro
1550 NW Broad St
Murfreesboro, TN 37085-4364
United States



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract Purchase - Pickup Truck for the Street Department.

Department: Streets

Presented By: Michael Dietz

Item Attachments: 1. Quote - Ford F-150 for the Street Department

Summary:

This will approve the purchase of a Ford F-150 for the Street Department.

Background Information:

This is a state contract purchase using State Contract #SWC209 for a Ford F-150 for the Street Department. This is a budgeted item in the General Fund budget.

Financial Summary:

The cost of the vehicle is \$41,885. The amount budgeted in the General Fund budget is \$50,000.

Staff Recommendation:

Staff recommends approval.



City of Lavergne - X1E

City of Lavergne

Lavergne, TN 37086

Thomas Daniel

tdaniel@lavernetn.gov

(615) 971-4094

Reference: 20231114-154249877

Quote created: November 14, 2023

Quote expires: February 12, 2024

Quote created by: Jason McCullough

Government Sales Manager

mr.jason.mccullough@gmail.com

+16157859141

Comments from Jason McCullough

SWC 209

Contract Number 80356

Products & Services

Item & Description	Quantity	Unit Price	Total
F-150 Super Cab 4x4 F-150 Super Cab 4x4	1	\$36,832.00	\$36,832.00
Optional Equipment Optional Equipment	1	\$5,053.00	\$5,053.00
One-time subtotal			\$41,885.00
Total			\$41,885.00

Purchase terms

Questions? Contact me



Jason McCullough
Government Sales Manager
mr.jason.mccullough@gmail.com
+16157859141

Ford of Murfreesboro
1550 NW Broad St
Murfreesboro, TN 37085-4364
United States



Prepared by: Jason McCullough

11/14/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 370

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X1E	Base Vehicle Price (X1E)	\$42,995.00
Packages		
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
Powertrain		
995	Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package	\$2,560.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
X27	3.31 Axle Ratio	Included
NONGV2	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

11/14/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
86A	XL Chrome Appearance Package - Option Discount <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps w/Black Bezels	\$895.00 -\$500.00
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
PAINT	Monotone Paint Application	STD
595	Fog Lamps w/Black Bezels	Included

Fleet Options

17C	Chrome Front & Rear Bumpers	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C

Emissions

425	50 State Emissions	STD
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Exterior Color

YZ_01	Oxford White	N/C
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Prepared by: Jason McCullough
11/14/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Upfit Options		
ACC	Spray In Bedliner	\$699.00
ACC	Running Boards	\$899.00
SUBTOTAL		\$47,113.00
Destination Charge		\$1,995.00
TOTAL		\$49,108.00

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Prepared by: Jason McCullough
11/14/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 370

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 17 x 7.5-inch front and rear silver aluminum wheels
- * P265/70RS17 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 23.01 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 4,800 lbs.
- * Standard ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Vinyl
40/20/40 Front Seat

- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 610CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * 8 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,498 lbs.
- * Spring rating front: 3,600 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$42,995.00
Equipment Group 101A Standard	-\$750.00
Transmission: Electronic 10-Speed Automatic	Included
Tires: 265/70R17 BSW A/T	Included
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions	STD
SYNC 4	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Vinyl 40/20/40 Front Seat	N/C
Engine: 5.0L V8	\$2,560.00
3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Class IV Trailer Hitch Receiver	\$315.00
XL Chrome Appearance Package	\$895.00
- Option Discount	-\$500.00

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Prepared by: Jason McCullough
11/14/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 370

Major Equipment

- | | |
|--|---|
| * Variable intermittent front windshield wipers | * AdvanceTrac with Curve Control electronic stability control system with anti-roll |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Passenger front impact airbag | * Seat mounted side impact front passenger airbag |
| * Airbag occupancy sensor | * 6 airbags |
| * SecuriLock immobilizer | * Manual climate control |
| * Rear under seat climate control ducts | * Fixed rear seats |
| * 60-40 folding rear seats | * Split-bench rear seat |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * 40-20-40 split-bench front seat |
| * Split-bench front seat | * Driver seat with 4-way directional controls |
| * Front passenger seat with 4-way directional controls | * Height adjustable front seat head restraints |
| * Manual front seat head restraint control | * Front seat center armrest |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Vinyl front seat upholstery | * Vinyl front seatback upholstery |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

Wheels: 17" Silver Painted Aluminum	Included
Chrome Front & Rear Bumpers	Included
Fog Lamps w/Black Bezels	Included
SUBTOTAL	\$45,515.00
Destination Charge	\$1,995.00
TOTAL	\$47,510.00

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Prepared by: Jason McCullough
11/14/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 370

Fuel Economy

City
17 mpg



Hwy
22 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract Purchase - Bucket Truck for the Street Department.

Department: Streets

Presented By: Michael Dietz

Item Attachments: 1. Quote - Bucket Truck for Street Department

Summary:

This item will approve the purchase of a bucket truck for the Street Department.

Background Information:

This is a state contract purchase using State Contract #SWC209 for a Bucket Truck.
This is a budgeted item in the FY 2023-2024 General Fund Budget.

Financial Summary:

The cost of the Bucket Truck with the options and equipment needed is \$195,761.
The amount budgeted in the General Fund for this purchase is \$200,000.

Staff Recommendation:

Staff recommends approval.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80356

TO:
City of Lavergne

DATE: 10/30/2023
QUOTE ID: 23-00091

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	F6L	F-600 Chassis Regular Cab 169" WB	\$62,526.00	\$62,526.00
1	OPT	Optional Equipment	\$133,235.00	\$133,235.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$195,761.00	\$195,761.00



Prepared by: Jason McCullough

10/30/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 420

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F6L	Base Vehicle Price (F6L)	\$60,585.00
Packages		
680A	Order Code 680A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - GVWR: 22,000 lbs Payload Package - Tires: 245/70R19.5G BSW A/P Spare may not be the same as road tire. - Wheels: 19.5" x 6.75" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Battery - Limited Slip w/4.30 Axle Ratio	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>	Included
STDGV	GVWR: 22,000 lbs Payload Package	Included
Wheels & Tires		
TD5	Tires: 245/70R19.5G BSW A/P Spare may not be the same as road tire.	Included
64B	Wheels: 19.5" x 6.75" Argent Painted Steel	Included
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

10/30/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 420

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	Included
86M	Dual 68 AH/65 AGM Battery	Included
18B	Platform Running Boards	\$320.00
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual, section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Emissions

425	50-State Emissions System	STD
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Exterior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

10/30/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 420

As Configured Vehicle (cont'd)

Code	Description	MSRP
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
DURALIFT	Dur-A-Lift DPM2S-47DU	\$132,500.00
SUBTOTAL		\$203,815.00
Destination Charge		\$1,995.00
TOTAL		\$205,810.00

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Prepared by: Jason McCullough
10/30/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 420

Major Equipment

- | | |
|---|--|
| * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll | * Driver front impact airbag |
| * Seat mounted side impact driver airbag | * Cancellable front passenger air bag |
| * Seat mounted side impact front passenger airbag | * 6 airbags |
| * SecurILock immobilizer | * Manual climate control |
| * 40-20-40 split-bench front seat | * Split-bench front seat |
| * Driver seat with 4-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Front seat armrest storage |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Vinyl front seat upholstery | * Vinyl front seatback upholstery |
| * Manual driver seat lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

Front License Plate Bracket	N/C
Rear View Camera & Prep Kit	\$415.00
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$71,315.00
Destination Charge	\$1,995.00
TOTAL	\$73,310.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract Purchase - Pickup Truck for the Stormwater Department.

Department: Stormwater

Presented By: Gary Lide

Item Attachments: 1. Quote - Ford F-150 for the Stormwater Department

Summary:

This item will approve the purchase of a Ford F-150 for the Stormwater Department.

Background Information:

This is a state contract purchase using State Contract #SWC209 for a Ford F-150 from Ford of Murfreesboro. This is a budgeted item in the FY 2023-2024 Stormwater Fund Budget.

Financial Summary:

The cost of the vehicle is \$46,444. The amount budgeted in the Stormwater Fund Budget is \$50,000.

Staff Recommendation:

Staff recommends approval.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Lavergne

DATE: 10/27/2023
QUOTE ID: 23-00092

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W1L	F-150 4x4 Super Crew XL	\$43,479.00	\$43,479.00
1	OPT	Optional Equipment	\$2,965.00	\$2,965.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$46,444.00	\$46,444.00



Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1L	Base Vehicle Price (W1L)	\$47,395.00
Packages		
103A	Equipment Group 103A High	\$1,000.00
	<i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM SiriusXM w/360L Includes 6 speakers and auxiliary audio input jack. - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply. - Chrome Bumpers - LED Fog Lamps - Rear Window Fixed Privacy Glass w/Defroster	
Powertrain		
995	Engine: 5.0L V8	\$1,370.00
	<i>Includes auto start-stop technology.</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
X27	3.31 Axle Ratio	Included
NONGV1	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
NONWL	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM SiriusXM w/360L <i>Includes 6 speakers and auxiliary audio input jack.</i>	Included
	Includes: - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.	
924	Rear Window Fixed Privacy Glass w/Defroster	Included
153	Front License Plate Bracket <i>Standard in states where required by law, optional to all others.</i>	N/C
96W	Tough Bed Spray-In Bedliner Ford accessory.	\$595.00
PAINT	Monotone Paint Application	STD
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C

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Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
Emissions		
425	50 State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
SUBTOTAL		\$50,360.00
Destination Charge		\$1,995.00
TOTAL		\$52,355.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Vinyl
40/20/40 Front Seat

- * 17 x 7.5-inch front and rear silver aluminum wheels
- * P265/70RS17 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 36.01 gal.
- * 12 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 4,800 lbs.
- * Standard ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors

- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 610CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * Connected Navigation integrated navigation system with voice activation
- * Steering wheel mounted audio controls
- * SiriusXM with 360L AM/FM/Satellite radio
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,498 lbs.
- * Spring rating front: 3,600 lbs.
- * Trip computer
- * Power door mirrors
- * Manual folding door mirrors

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$47,395.00
Transmission: Electronic 10-Speed Automatic	Included
Tires: 265/70R17 BSW A/T	Included
145" Wheelbase	STD
Radio: AM/FM SiriusXM w/360L	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions System	STD
Equipment Group 103A High	\$1,000.00
Wheels: 17" Silver Painted Aluminum	Included
SYNC 4 w/Enhanced Voice Recognition	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Vinyl 40/20/40 Front Seat	N/C
Tough Bed Spray-In Bedliner	\$595.00
Engine: 5.0L V8	\$1,370.00
3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Chrome Bumpers	Included

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Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

Major Equipment

- | | |
|---|---|
| * DRL preference setting | * Daytime running lights |
| * Deep tinted windows | * Variable intermittent front windshield wipers |
| * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll | * Manual rear child safety door locks |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Passenger front impact airbag | * Seat mounted side impact front passenger airbag |
| * Airbag occupancy sensor | * 6 airbags |
| * SecuriLock immobilizer | * Manual climate control |
| * Rear under seat climate control ducts | * Fixed rear seats |
| * 60-40 folding rear seats | * Split-bench rear seat |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * 40-20-40 split-bench front seat |
| * Split-bench front seat | * Driver seat with 4-way directional controls |
| * Front passenger seat with 4-way directional controls | * Height adjustable front seat head restraints |
| * Manual front seat head restraint control | * Front seat center armrest |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Vinyl front seat upholstery | * Vinyl front seatback upholstery |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

LED Fog Lamps	Included
Rear Window Fixed Privacy Glass w/Defroster	Included
Front License Plate Bracket	N/C
SUBTOTAL	\$50,360.00
Destination Charge	\$1,995.00
TOTAL	\$52,355.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 415

Fuel Economy

City
17 mpg



Hwy
22 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: State Contract Purchase - Two Pickup Trucks for the Water Department.

Department: Water

Presented By: Michael Dietz

Item Attachments: 1. Quotes - Two Ford Maverick Pickups for the Water Dept

Summary:

This item will approve the purchase of two Ford Maverick Pickup Trucks for the Water Department.

Background Information:

This is a state contract purchase using State Contract #SWC209 for two Ford Maverick Pickup Trucks for the Meter Division in the Water Department. Both of these are hybrid vehicles. These trucks are budgeted items in the Water and Sewer Fund budget.

Financial Summary:

The cost of the first Ford Maverick is \$29,618. The cost of the second Ford Maverick is \$24,443. The total cost for both vehicles is \$54,061. The amount budgeted in the FY 2023-2024 Water and Sewer Fund for these vehicles is \$60,000.

Staff Recommendation:

Staff recommends approval.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Lavergne

DATE: 10/26/2023
QUOTE ID: 23-00081

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W8A	Maverick FWD Hybrid	\$23,948.00	\$23,948.00
1	OPT	Optional Equipment	\$5,670.00	\$5,670.00
		Please sign and return this quote and attached vehicle information with a signed PO to place your order.		
Total Price			\$29,618.00	\$29,618.00



2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W8A	Base Vehicle Price (W8A)	\$23,400.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Engine: 2.0L EcoBoost - Transmission: 8-Speed Automatic - 3.63 Axle Ratio - GVWR: 5,080 lbs - Tires: P225/65R17 A/S BSW - Wheels: 17" Steel w/Sparkle Silver Painted Cover - Front Cloth Bucket Seats Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin. - Radio: AM/FM Stereo w/6 Speakers Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.	N/C
Powertrain		
999	Engine: 2.0L EcoBoost	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.63 Axle Ratio	Included
STDGV	GVWR: 5,080 lbs	Included
Wheels & Tires		
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Seats & Seat Trim		
9	Front Cloth Bucket Seats <i>Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.</i>	Included
Other Options		
121WB	121" Wheelbase	STD
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.</i>	Included
96G	Spray-In Bedliner	\$495.00
Emissions		
425	50-State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
9W_02	Black Onyx w/Front Cloth Bucket Seats	N/C
Upfit Options		
TOP	ARE Commercial Top	\$5,175.00
SUBTOTAL		\$29,070.00
Destination Charge		\$1,595.00
TOTAL		\$30,665.00

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Prepared by: Jason McCullough
10/26/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

Major Equipment

(Based on selected options, shown at right)

8-speed automatic

- * 17 x 7-inch front and rear silver steel wheels
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 700CCA
- * Battery run down protection
- * Driver selectable drivetrain mode
- * 8 inch primary LCD display
- * Wireless audio streaming
- * Seek scan
- * External memory control
- * Wheelbase: 121.1"
- * Trip computer
- * DRL preference setting
- * Deep tinted windows
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor

Exterior: Oxford White

Interior: Black Onyx w/Front Cloth Bucket Seats

- * P225/65RH17 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 150A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Auto stop-start engine
- * Fuel tank capacity: 16.51 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Radio data system (RDS)
- * Vehicle body length: 199.7"
- * Standard ride suspension
- * Manual folding door mirrors
- * LED daytime running lights
- * Fixed interval front windshield wipers
- * Manual rear child safety door locks
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$23,400.00
Equipment Group 100A Standard	N/C
Engine: 2.0L EcoBoost	Included
Transmission: 8-Speed Automatic	Included
3.63 Axle Ratio	Included
GVWR: 5,080 lbs	Included
Tires: P225/65R17 A/S BSW	Included
Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Front Cloth Bucket Seats	Included
121" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
50-State Emissions System	STD
Black Onyx w/Front Cloth Bucket Seats	N/C
Oxford White	N/C
Spray-In Bedliner	\$495.00
SUBTOTAL	\$23,895.00
Destination Charge	\$1,595.00

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Prepared by: Jason McCullough
10/26/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

Major Equipment

- * SecuriLock immobilizer
- * Rear under seat climate control ducts
- * Full folding rear seats
- * Front facing rear seat
- * Fixed rear head restraints
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Manual reclining driver seat
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Cloth front seatback upholstery
- * 4-wheel antilock (ABS) brakes
- * Brake assist system
- * Automatic climate control
- * Fixed rear seats
- * Rear bench seat
- * Fold forward rear seatback
- * 3 rear seat head restraints
- * Driver seat with 6-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Manual height adjustable driver seat
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * 4-wheel disc brakes
- * Electronic parking brake
- * Hill Start Assist

As Configured Vehicle

MSRP

TOTAL \$25,490.00

Fuel Economy

City
23 mpg



Hwy
30 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 80536

TO:
City of Lavergne

DATE: 10/27/2023
QUOTE ID: 23-00090

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W8A	Maverick FWD Hybrid	\$23,948.00	\$23,948.00
1	OPT	Optional Equipment	\$495.00	\$495.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$24,443.00	\$24,443.00



Prepared by: Jason McCullough

10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W8A	Base Vehicle Price (W8A)	\$23,400.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - 3.63 Axle Ratio - Tires: P225/65R17 A/S BSW - Wheels: 17" Steel w/Sparkle Silver Painted Cover - Front Cloth Bucket Seats Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin. - Radio: AM/FM Stereo w/6 Speakers Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.	N/C
Powertrain		
993	Engine: 2.5L Hybrid <i>Includes auto stop/start technology.</i> <i>Includes:</i> - GVWR: 5,180 lbs	\$1,500.00
445	Transmission: Automatic Continuous Variable (CVT)	N/A
STDAX	3.63 Axle Ratio	Included
NONGV	GVWR: 5,180 lbs	Included
Wheels & Tires		
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Seats & Seat Trim		
9	Front Cloth Bucket Seats <i>Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.</i>	Included
Other Options		
121WB	121" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.</i>	Included
96G	Spray-In Bedliner	\$495.00
Emissions		
425	50-State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
9W_02	Black Onyx w/Front Cloth Bucket Seats	N/C
SUBTOTAL		\$25,395.00
Destination Charge		\$1,595.00
TOTAL		\$26,990.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

Major Equipment

(Based on selected options, shown at right)

CVT

Exterior: Oxford White

Interior: Black Onyx w/Front Cloth Bucket Seats

- | | |
|---|---|
| * 17 x 7-inch front and rear silver steel wheels | * P225/65RH17 AS BSW front and rear tires |
| * Overdrive transmission | * Lock-up transmission |
| * Transmission electronic control | * Alternator Amps: 150A |
| * Stainless steel single exhaust | * All-speed ABS and driveline traction control |
| * Battery rating: 390CCA | * Lead acid battery |
| * Battery run down protection | * Injection Type: sequential MPI |
| * Auto stop-start engine | * Driver selectable drivetrain mode |
| * Fuel tank capacity: 13.79 gal. | * 8 inch primary LCD display |
| * Steering wheel mounted audio controls | * Wireless audio streaming |
| * AM/FM stereo radio | * Seek scan |
| * Radio data system (RDS) | * External memory control |
| * Vehicle body length: 199.7" | * Wheelbase: 121.1" |
| * Standard ride suspension | * Trip computer |
| * Manual folding door mirrors | * DRL preference setting |
| * LED daytime running lights | * Deep tinted windows |
| * Fixed interval front windshield wipers | * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll |
| * Manual rear child safety door locks | * Driver front impact airbag |
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * Airbag occupancy sensor |

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$23,400.00
Equipment Group 100A Standard	N/C
3.63 Axle Ratio	Included
Tires: P225/65R17 A/S BSW	Included
Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Front Cloth Bucket Seats	Included
121" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
50-State Emissions System	STD
Black Onyx w/Front Cloth Bucket Seats	N/C
Oxford White	N/C
Spray-In Bedliner	\$495.00
Engine: 2.5L Hybrid	\$1,500.00
Transmission: Automatic Continuous Variable (CVT)	N/A
GVWR: 5,180 lbs	Included
SUBTOTAL	\$25,395.00
Destination Charge	\$1,595.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
10/27/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 415

Major Equipment

- | | |
|--|--|
| * 7 airbags | * SecuriLock immobilizer |
| * Automatic climate control | * Rear under seat climate control ducts |
| * Fixed rear seats | * Full folding rear seats |
| * Rear bench seat | * Front facing rear seat |
| * Fold forward rear seatback | * Fixed rear head restraints |
| * 3 rear seat head restraints | * Bucket front seats |
| * Driver seat with 6-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Manual reclining driver seat |
| * Manual height adjustable driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Cloth front seat upholstery | * Cloth front seatback upholstery |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

TOTAL **\$26,990.00**

Fuel Economy

City
40 mpg



Hwy
33 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Amendment - State Contract Purchase - Two Service Trucks for the Sewer Department.

Department: Sewer

Presented By: Michael Dietz

Item Attachments: 1. Quote - Two Service Trucks for the Sewer Dept

Summary:

This is an amendment for the purchase of two service trucks for the sewer department.

Background Information:

In August 2022, the board approved the purchase of two service trucks for the sewer department. These vehicles were ordered, but at some point were canceled by Ford and never built.

Financial Summary:

The cost of the trucks last year was \$60,669 each (\$121,338 for both) when it was approved by the Board. The revised cost of the trucks is now \$60,936 each (\$121,872 total). A total of \$121,400 was carried over from last year's budget for these two trucks. The difference of \$472 will be made up in other line items within the Sewer Department budget.

Staff Recommendation:

Staff recommends approval.

SALES QUOTE

FORD OF MURFREESBORO

SWC 209 NO. 75348

TO:
City of Lavergne

DATE: 11/1/2023
QUOTE ID: 23-00095

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	X2B	F-250 SUP CAB 4X4 XLT, 164" WB, 6.2L V8 GAS	\$44,381.00	\$44,381.00
1	OPT	Optional Equipment	\$16,555.00	\$16,555.00
		Please sign and return this quote and attached vehicle information with a signed PO to place your order.		
Total Price			\$60,936.00	\$60,936.00



Prepared by: Jason McCullough

11/02/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$50,305.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel.	Included
44F	Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire.	Included
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	Included

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

11/02/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
164WB	164" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included
66D	Pickup Box Delete <i>Deletes tie down hooks, tailgate, rear bumper, rearview camera, spare wheel, tire, carrier and jack and 7/4 pin connector. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and applicable supplements).</i> <i>Includes:</i> - Rear View Camera & Prep Kit <i>The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).</i>	-\$625.00
67D	190 Amp Alternator	N/C
18B	Platform Running Boards	\$445.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C

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2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
-------	---	-----

Upfit Options

SRVC	Knapheide 696-2	\$15,945.00
------	-----------------	-------------

SUBTOTAL	\$66,235.00	
Destination Charge	\$1,995.00	
TOTAL	\$68,230.00	



Prepared by: Jason McCullough
11/02/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

* Running boards

* Class V tow rating

* LT245/75RS17 AS BSW front and rear tires

* Lock-up transmission

* Alternator Amps: 190A

* All-speed ABS and driveline traction control

* HD lead acid battery

* Injection Type: sequential MPI

* 8 inch primary LCD display

* Bluetooth wireless audio streaming

* Seek scan

* Vehicle body length: 254.4"

* Cab to axle: 56.1"

* Axle capacity rear: 6,200 lbs.

* Axle capacity front: 6,000 lbs.

* Firm ride suspension

* Power door mirrors

* Manual folding door mirrors

* Daytime running lights

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

* 17 x 7.5-inch front and rear argent steel
wheels

* Front tires LT load rating: E

* Overdrive transmission

* Transmission electronic control

* Stainless steel single exhaust

* Battery rating: 750CCA

* Battery run down protection

* Fuel tank capacity: 34.00 gal.

* Steering wheel mounted audio controls

* AM/FM stereo radio

* SYNC 4 external memory control

* Wheelbase: 164.0"

* Axle to end of frame: 47.6"

* Tire/wheel capacity rear: 6,390 lbs.

* Spring rating front: 4,800 lbs.

* Trip computer

* Heated driver and passenger side door mirrors

* DRL preference setting

* Light tinted windows

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$50,305.00

Order Code 600A N/C

Engine: 6.8L 2V DEVCT NA PFI V8 Gas Included

Transmission: TorqShift-G 10-Speed Automatic Included

3.73 Axle Ratio Included

GVWR: 10,000 lb Payload Package Included

Tires: LT245/75Rx17E BSW A/S Included

Wheels: 17" Argent Painted Steel Included

HD Vinyl 40/20/40 Split Bench Seat Included

164" Wheelbase STD

Monotone Paint Application STD

Radio: AM/FM Stereo w/MP3 Player Included

Fleet Customer Powertrain Limited Warranty N/C

50-State Emissions System STD

SYNC 4 Included

Pickup Box Delete -\$625.00

Rear View Camera & Prep Kit Included

Platform Running Boards \$445.00

Front License Plate Bracket N/C

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11/02/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420

Major Equipment

- | | |
|---|---|
| * Variable intermittent front windshield wipers | * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Cancellable front passenger air bag | * Seat mounted side impact front passenger airbag |
| * 6 airbags | * SecuriLock immobilizer |
| * Manual climate control | * Rear under seat climate control ducts |
| * Fixed rear seats | * 60-40 folding rear seats |
| * Split-bench rear seat | * Front facing rear seat |
| * Fold-up rear seat cushion | * Height adjustable rear seat head restraints |
| * Manual rear seat head restraint control | * 3 rear seat head restraints |
| * 40-20-40 split-bench front seat | * Split-bench front seat |
| * Driver seat with 4-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Front seat armrest storage |
| * Manual reclining driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Vinyl front seat upholstery | * Vinyl front seatback upholstery |
| * Manual driver seat lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Brake assist system |
| * Hill Start Assist | |

As Configured Vehicle

MSRP

Upfitter Switches (6)	\$165.00
190 Amp Alternator	N/C
Oxford White	N/C
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$50,290.00
Destination Charge	\$1,995.00
TOTAL	\$52,285.00

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Prepared by: Jason McCullough
11/02/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 420

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title:	Sole Source Purchase - Smith & Loveless Products for Sewer Department.
Department:	Sewer
Presented By:	Michael Dietz
Item Attachments:	1. Sole Source Letter and Price List - Smith & Loveless Parts

Summary:

This item will approve the sole source purchase of Smith & Loveless products needed by the Sewer Department.

Background Information:

Each year, the Sewer Department purchases various equipment and replacement parts for the maintenance of our sewer pump stations. These items are manufactured by Smith & Loveless and are only available from Van Brocklin & Associates, Inc. Attached, you will find a list of products and the pricing for those items. This is considered a sole source purchase.

Financial Summary:

There is no cost estimate for these purchases because we never know what is needed at the pump stations throughout the year. These items are purchased on an as-needed basis.

Staff Recommendation:

Staff recommends approval.

VAN BROCKLIN & ASSOCIATES

INCORPORATED

SALES ENGINEERING

"SENT VIA EMAIL"

September 19, 2023

City of LaVergne
148 International Boulevard
LaVergne, TN 37086

Attention: Mr. Shane Stott
Sewer Supervisor

Subject: Van Brocklin & Associates, Inc.
Smith & Loveless Sole Source Letter

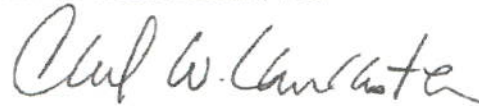
Gentlemen:

Van Brocklin & Associates, Inc. has an exclusive contract with Smith & Loveless, Inc. to represent their products in your area. With this contract comes the responsibility to provide service and support for the Smith & Loveless equipment sold for use in the City of LaVergne.

We hope this service has been up to the standards expected and we look forward to continuing our relationship with the City of LaVergne.

Very truly yours,

VAN BROCKLIN & ASSOCIATES, INC.
Representing
SMITH & LOVELESS, INC.



Carl W. Lancaster

CWL/s

From: Tommy Van Brocklin <tvb@vblassociates.com>
Sent: Thursday, November 9, 2023 4:57:01 PM
To: Michael Dietz <mdietz@lavernethn.gov>
Subject: S&L Pump Station Parts

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mike,

Sorry I'm late with this. Here is a general, partial list of the most common parts for your pump stations:

1.	(1)-4L291A	Mercury Float Switch	\$ 86.40
2.	(1)-1L545B	Solenoid Valve	287.35
3.	(1)-H87A28	Mechanical Seal, B-Shaft	145.00
4.	(1)-H87A97	Mechanical Seal, C-Shaft	225.00
5.	(1)-11L1A	4" CV Gasket	13.35
6.	(1)-8L29	1-Cyl Vacuum Pump	550.00
7.	(1)-8L29A5	Top Reed	45.75
8.	(1)-8L29A7	Bottom Reed	45.75
9.	(1)-8L32	2-Cyl Vacuum Pump	900.00
10.	(1)-8L32-3	Top Reed	35.95
11.	(1)-8L32-4	Bottom Reed	35.95
12.	(1)-1L142BC	3/8" Vacuum Tubing	1.76/ft
13.	(1)-1L546C	QD Fitting, Elbow	33.08
14.	(1)-1L460D	QD Fitting, Straight	25.77
15.	(1)-1L443H	Float Check Valve	171.68
16.	(1)-60A27	Volute Gasket	25.85
17.	(1)-87B133B	Vacuum Dome	41.92
18.	(1)-87B309B	Electrode Globe Assbly	195.00
19.	(1)-2L153NA	4" Check Valve	444.00

These are current prices.

We keep these parts in stock in Memphis.

Freight (UPS) is additional.

We can quote you anytime for parts not listed above.

Please let me know if you have any questions.

Thanks,

Tommy Van Brocklin

Thomas M. Van Brocklin
 Work # 901-795-6611
 Fax # 901-363-1955



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for the Tennessee Law Enforcement Hiring, Training and Recruitment Program.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Grant Contract

Summary:

This will approve a grant contract for the provision of funding for law enforcement hiring, training and recruitment.

Background Information:

The city has been awarded a grant from the State of Tennessee Department of Commerce and Insurance. These grant funds are to be used for longevity payments to new officers hired after May 1, 2023. Longevity payments for experienced officers will be paid out after 6 months, 12 months, 24 months and 36 months of continuous service to the city. Longevity payments for officers with no previous experience will be paid out after 12 months, 24 months and 36 months. This program will help the city with the recruitment and retention of new police officers.

Financial Summary:

The total amount of the grant is \$200,000, which will be paid up to \$40,000 per year for five years. The city will have to file documentation to the State for each officer when they hit one of the longevity milestones mentioned above and the State will send us the funds to distribute to each officer.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

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

Begin Date December 1, 2023	End Date March 7, 2028	Agency Tracking # 33501-244887	Edison ID Non-Edison Contract 77833-150		
Grantee Legal Entity Name City of LaVergne			Edison Vendor ID 0000001520		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
☒ Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG			
Speed Chart (optional)	Account Code (optional)				

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF LAVERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and the City of LaVergne, hereinafter referred to as the "Grantee", is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has been POST-certified in Tennessee with a break in service as a law enforcement officer of more than one (1) year but less than seven (7) years; or
 - ii. a law enforcement officer who has been POST-certified or the equivalent POST-certification from any state in the United States, other than Tennessee, with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible

Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on December 1, 2023 ("Effective Date") and ending on March 7, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand dollars (\$200,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000
Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000

- C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- 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:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@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.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall be responsible for maintaining and submitting the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- 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:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

John Eubank
City of LaVergne/LaVergne Police Department
5093 Murfreesboro Road
LaVergne, TN 37068
jeubank@laveragnetn.gov
Telephone # (615) 892-0161

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.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in

the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final

payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C Notice of Audit.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s

performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,
CITY OF LAVERGNE:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: December 1, 2023 END: March 7, 2028				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	\$200,000.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	\$200,000.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

ATTACHMENT B



Tennessee Law Enforcement Hiring, Training, and Recruitment Program Cost Sharing- Recruitment Grant Invoice



Complete for each officer who met the designated benchmarks and anniversary dates.
Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6,12,24 or 36)

Name of Law Enforcement Agency: _____
 Print Name of Chief: _____ Date: _____
 Signature of Chief: _____

For Internal Use Only:

Grantee Edison ID: _____ Contract No.: _____						Invoice No.:
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below					Date sent to Fiscal:
	6 Months	12 Months	24 Months	36 Months	Total Bonus	
Category 1 Officers – Experienced	_____ \$1,000	_____ \$3,000	_____ \$3,000	_____ \$3,000		Grantee Mailing Address: Total Amount to be Paid:
Category 2 Officers – No Previous Certified Experience		_____ \$3,000	_____ \$2,500	_____ \$2,500		

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ City of LaVergne is subject to an audit for fiscal year #.
- ☐ City of LaVergne is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000001520

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve Donation of Funds from the Rutherford County Convention & Visitors Bureau for a New Mural.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Sponsorship Application / Donation

Summary:

This item will approve the donation of funds from the Rutherford County Convention & Visitors Bureau to be used for a new mural at Veterans Memorial Park.

Background Information:

This city has applied for sponsorship assistance from the Rutherford County Convention & Visitors Bureau for \$1,500 in funds to be used for a new mural that will be located on the outside wall of the concession stand at Veterans Memorial Park. The exact size, location and content of the mural will be discussed by the Beautification and Arts Advisory Committee. The only stipulations for the funding is that the reference "#visitrutherfordtn" must be somewhere on the artwork and a shoutout to the Rutherford County Convention & Visitors Bureau if we do a release of any kind of promotion or celebration.

Financial Summary:

The funds received will be \$1,500.

Staff Recommendation:

Staff recommends approval.



RUTHERFORD

COUNTY | TENNESSEE

MURFREESBORO • SMYRNA • LAVERGNE • EAGLEVILLE

Dear Sponsorship Applicant:

APPLICATION

Thank you for your request for sponsorship assistance from the Rutherford County Convention & Visitors Bureau. Sponsorships are awarded throughout the year to nonprofit organizations or groups located in or serving the Rutherford County, TN area to help promote tourism and cultural interest in the County.

Please be advised that funds are distributed at the discretion of the RCCVB Staff. The RCCVB Staff reserves the right to refuse or approve funding of any program. If funds are awarded, the following stipulations will be intact:

- Completion of application requirements
- Representation as a sponsor on all print/digital and/or verbal acknowledgments
- Final reporting at completion of awarded year of activities related to sponsorship
- Should the event not take place for any reason, unspent monies are to be returned to the RCCVB no more than 10 working days after the originally scheduled first day of the event. Full details with supporting documentation of monies already spent must be provided.

Failure to follow these steps in whole could result in the denial of funding in the future.

The Convention & Visitors Bureau is subject to audits by the State of Tennessee Auditor's Office and our Accounting Department, any funds we award to your organization could be subject to audit as well.

To assure that any approved grantee would receive funding in advance of need, it is recommended that any sponsorship application be submitted at least ninety (90) days in advance of need.

We are not responsible for any delay in processing should the recommended timeline not be followed. For any additional information or for questions, please contact the Rutherford County Convention & Visitors Bureau at (615) 893-6565 or email sgulley@rutherfordchamber.org.

We wish you great success. Good luck!

Barbara Wolke

Barbara Wolke, CHSP, TMP, CTPP

Sr. Vice President

VisitRutherfordTN.com

Susan Gulley

Susan Gulley

Director, Cultural & Heritage Tourism

615-278-2381 o * 615-714-3650 c

SPONSORSHIP REQUEST FORM 2023

Sponsorships are awarded throughout the year. To assure that any approved grantee would receive funding in advance of the need, it is recommended that applications be submitted at least ninety (90) days in advance of the need. Please supply the information requested. Retain one copy for your files. Submit a copy to the Rutherford County Convention & Visitors Bureau.

Name of Organization	City of La Vergne	
EIN # (must attach a w9 form with application)	62-0890630	
Contact Person & Title	Kemishia Sadler / Grant Writer	
Email Address	ksadler@laveragnetn.gov	
Mailing Address	5093 Murfreesboro Rd La Vergne TN 37086	
Telephone #	(615)287-8606	
Name of Event	Mural Painting	
Date & Time of Event	February /March 2024	
Logo of Organization: include a high-resolution of Company Logo		Jpeg or png preferred
Distribution of Award	Check to be mailed to address on request paperwork within 30 days of this decision	
FINAL REPORT DUE DATE:	Report due 30 days post event	
Financial Amount Requested: \$	Mural Painting	
Additional Comments		

Give detailed description or schedule of how funds will be used including how your project will increase tourism and cultural interest for the County. (Attach additional pages as needed).

*See attached narrative

I/we hereby certify that the information submitted within the final report is true, complete and accurate to the best of my/our knowledge.

Authorized Signature	
Title	Mayor
Date of Application	

Revised 1/10/2023

For office use only:

Sponsorship # _____ Date: _____

Approved: _____ Denied: _____

Amount Issued: _____ Ck# _____

Give detailed description or schedule of how funds will be used including how your project will increase tourism and cultural interest for the County. (Attach additional pages as needed).

Murals have become a large part of community identity and cultural preservation. Rutherford County is home to many murals transforming sides of buildings and vacant spaces into public works of art. La Vergne wishes to add to this county showcase by using grant funds to paint a small mural on the concessions stand wall at Veteran's Memorial Park. The city's Beautification and Arts Advisory Committee plans to accept three proposals from the local high school art program. The funds will be used to purchase supplies and materials needed for the project. This is an opportunity for the students to leave a creative mark in their community.

The focus of the mural will feature athletes participating in sports events commonly held at the park. La Vergne's Parks and Recreation department hosts softball and baseball tournaments, 5k marathons, and maintains a partnership with Rutherford County Crimson Tide Football and Cheerleading organization.

In addition to the beautiful parks, festivals, and green spaces La Vergne has to offer, athletic events attract large groups from across the state and beyond. A mural displaying the city's commitment to these activities will be a great asset for Veteran's Memorial Park and its visitors.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve the 2024 Meeting and Holiday Calendar.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. 2024 Meeting Calendar
2. 2024 City Observed Holiday Schedule

Summary:

This will approve the meeting and holiday calendar for 2024.

Background Information:

Attached is the proposed meeting and holiday calendar for 2024. Several meeting dates have been moved due to various conflicts including elections and holidays.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

January 2024

January 2024							February 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 31	Jan 1, 24 Offices Closed - New Year's Day	2 2:00pm BOZA/PC Deadlines 6:30pm MA Workshop	3	4 7:00pm MA Meeting	5	6
7	8 2:00pm LEPC Meeting 5:00pm Library Board Meeting	9	10 5:00pm Housing Authority Meeting	11 6:30pm Economic Development Advisory Meeting	12	13
14	15 Offices Closed - MLK Jr. Day	16 5:30pm PC Workshop	17	18 6:00pm Beer Board Meeting	19	20
21	22 5:00pm MA Agenda Deadline 5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & 7:00pm Beautification	23	24	25	26	27
28	29 2:00pm BOZA/PC Deadlines	30 5:30pm BOZA Meeting 6:00pm PC Meeting	31	Feb 1	2	3

February 2024

February 2024							March 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 28	29	30	31	Feb 1 6:30pm MA Workshop	2	3 Father-Daughter Dance
4	5	6 7:00pm MA Meeting	7	8	9	10
11	12	13 5:30pm PC Workshop	14 5:00pm Housing Authority Meeting	15 6:00pm Beer Board Meeting	16	17
18	19	20	21	22	23	24
Early Voting						
	5:00pm MA Agenda Deadline 5:00pm Senior Citizens 6:00pm Parks & 7:00pm Greenway					
25	26	27	28	29 6:30pm MA Workshop	Mar 1	2
Early Voting						
	2:00pm BOZA/PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting				

March 2024

March 2024							April 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2	7	1	2	3	4	5	6
10	11	12	13	14	8	9	14	8	9	10	11	12	13
17	18	19	20	21	15	16	21	15	16	17	18	19	20
24	25	26	27	28	22	23	28	22	23	24	25	26	27
31					29	30		29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 25	26	27	28	29	Mar 1	2
3	4	5 Election - Presidential Primary	6	7 7:00pm MA Meeting	8	9
10	11 5:00pm Library Board Meeting	12 5:30pm PC Workshop	13 5:00pm Housing Authority Meeting	14	15	16
17	18 5:00pm MA Agenda 5:00pm Senior Citizens 6:00pm Parks & 7:00pm Historical	19	20	21 6:00pm Beer Board Meeting	22	23 Easter Drive-Thru
24	25	26 5:30pm BOZA Meeting 6:00pm PC Meeting	27	28 6:30pm MA Workshop	29 Offices Closed - Good Friday	30
31	Apr 1	2	3	4	5	6

April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	8	9	10	11
21	15	16	17	18	19	20	19	20	21	15	16	17	18
28	22	23	24	25	26	27	26	27	28	22	23	24	25

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1 2:00pm BOZA/PC Deadlines 2:00pm LEPC Meeting	2 7:00pm MA Meeting	3	4	5	6
7	8	9	10 5:00pm Housing Authority Meeting	11 6:30pm Economic Development Advisory Meeting	12	13
14	15 5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Historical Preservation Advisory	16 5:30pm PC Workshop	17	18 6:00pm Beer Board Meeting	19	20
21	22 5:00pm MA Agenda Deadline	23	24	25	26	27
28	29 2:00pm BOZA/PC Deadlines	30 5:30pm BOZA Meeting 6:00pm PC Meeting	May 1	2	3	4

May 2024

May 2024							June 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	8
12	13	14	8	9	10	11	9	10	11	12	13	14	15
19	20	21	15	16	17	18	16	17	18	19	20	21	22
26	27	28	22	23	24	25	23	24	25	26	27	28	29
			29	30	31		30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 28	29	30	May 1	2 6:30pm MA Workshop	3	4
5	6	7 7:00pm MA Meeting	8 5:00pm Housing Authority Meeting	9	10	11 Block Party / Touch-A-Truck
12	13 5:00pm Library Board Meeting	14 5:30pm PC Workshop	15	16 6:00pm Beer Board Meeting	17	18
19	20 5:00pm MA Agenda Deadline 5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & 7:00pm Greenway	21	22	23	24	25
26	27 Offices Closed - Memorial Day 2:00pm BOZA/PC Deadlines	28 5:30pm BOZA Meeting 6:00pm PC Meeting	29	30 6:30pm MA Workshop	31	Jun 1

June 2024

June 2024							July 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4 7:00pm MA Meeting	5	6	7	8
9	10	11 5:30pm PC Workshop	12 5:00pm Housing Authority Meeting	13	14	15
16	17 5:00pm MA Agenda 5:00pm Senior Citizens 6:00pm Parks & 7:00pm Historical	18	19 Offices Closed - Juneteenth/Freedom Day	20 6:00pm Beer Board Meeting	21	22
23	24	25 5:30pm BOZA Meeting 6:00pm PC Meeting	26	27 6:30pm MA Workshop	28	29
30	Jul 1	2	3	4	5	6

July 2024

July 2024							August 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1 2:00pm BOZA/PC Deadlines 2:00pm LEPC Meeting	2 7:00pm MA Meeting	3	4 Independence Day Celebration Offices Closed - Independence Day	5	6
7	8 5:00pm Library Board Meeting	9	10 5:00pm Housing Authority Meeting	11 6:30pm Economic Development Advisory Meeting	12 Early Voting	13
14	15	16	17	18	19	20
Early Voting						
	5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & Recreation Advisory 7:00pm Historical	5:30pm PC Workshop		6:00pm Beer Board Meeting		
21	22	23	24	25	26	27
Early Voting						
	5:00pm MA Agenda Deadline					
28	29 2:00pm BOZA/PC Deadlines	30 5:30pm BOZA Meeting 6:00pm PC Meeting	31	Aug 1	2	3

August 2024

August 2024

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1 Election - State/Federal Primary; County General	2	3
4	5 6:00pm Stormwater Appeals Meeting	6 6:30pm MA Workshop	7	8 7:00pm MA Meeting	9	10
11	12	13 5:30pm PC Workshop	14 5:00pm Housing Authority Meeting	15 6:00pm Beer Board Meeting	16 Howl at the Moon 5K	17
18	19 5:00pm MA Agenda Deadline 5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & 7:00pm Greenway	20	21	22	23	24
25	26 2:00pm BOZA/PC Deadlines	27 5:30pm BOZA Meeting 6:00pm PC Meeting	28	29 6:30pm MA Workshop	30	31

September 2024

September 2024							October 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2 Offices Closed - Labor Day	3 7:00pm MA Meeting	4	5	6	7
8	9 5:00pm Library Board Meeting	10 5:30pm PC Workshop	11 5:00pm Housing Authority Meeting	12	13 Fall Festival	14 Fall Festival
15	16 5:00pm MA Agenda Deadline 5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & 7:00pm Historical	17	18	19 6:00pm Beer Board Meeting	20	21
22	23	24 5:30pm BOZA Meeting 6:00pm PC Meeting	25	26 6:30pm MA Workshop	27	28
29	30 2:00pm BOZA/PC Deadlines	Oct 1	2	3	4	5

October 2024

October 2024							November 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 29	30	Oct 1 National Night Out	2	3 7:00pm MA Meeting	4	5
6	7 2:00pm LEPC Meeting	8	9 5:00pm Housing Authority Meeting	10 6:30pm Economic Development Advisory Meeting	11	12
13	14	15 5:30pm PC Workshop	16	17 6:00pm Beer Board Meeting	18	19
20	21	22	23	24	25	26
Early Voting						
	5:00pm MA Agenda Deadline 5:00pm Senior Citizens 6:00pm Parks & 7:00pm Beautification					Goblins & Goodies / Zombie Night
27	28	29	30	31	Nov 1	2
Early Voting						
	2:00pm BOZA/PC Deadlines	5:30pm BOZA Meeting 6:00pm PC Meeting				

November 2024

November 2024							December 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 27	28	29	30	31	Nov 1	2
3	4 5:00pm Library Board Meeting 6:30pm MA Workshop	5 Election - Federal/State/City	6	7 7:00pm MA Meeting	8	9
10	11 Offices Closed - Veterans Day Veterans Day Ceremony	12 5:30pm PC Workshop	13 5:00pm Housing Authority Meeting	14	15	16
17	18 5:00pm MA Agenda Deadline 5:00pm Senior Citizens Advisory Meeting 6:00pm Parks & 7:00pm Greenway	19	20	21 6:00pm Beer Board Meeting	22	23
24	25	26 5:30pm BOZA Meeting 6:00pm PC Meeting	27	28 Offices Closed - Thanksgiving	29 Offices Closed - Thanksgiving	30

December 2024

December 2024							January 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 1	2 2:00pm BOZA/PC Deadlines	3 6:30pm MA Workshop	4	5 7:00pm MA Meeting	6	7 Parade of Lights / Winter Festival
8	9	10	11 5:00pm Housing Authority Meeting	12	13	14
15	16 5:00pm MA Agenda Deadline	17 5:30pm PC Workshop	18	19 6:00pm Beer Board Meeting	20	21
22	23	24 Offices Closed - Christmas Eve	25 Offices Closed - Christmas Day	26	27	28
29	30 5:30pm BOZA Meeting 6:00pm PC Meeting	31	Jan 1, 25	2	3	4



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

2024 City Observed Holiday Schedule

New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024
Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth – Freedom Day	Wednesday, June 19, 2024
Independence Day	Tuesday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving Day	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
Employee's Birthday (Full-Time only)	

Employees who have worked for the City, at least 90 days, are allotted an additional day of paid leave in honor of their birthday. This day may be taken upon departmental approval for a period of up to seven (7) days prior or fourteen (14) days following the actual birthday.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program at the Multi-Purpose Building.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Facility Use Agreement - Aliah Billingsley

Summary:

This is for the approval of the annual use agreement for use of the Multi-Purpose Building.

Background Information:

This is the annual Facility Use Agreement that will give Aliah Billingsley the ability to use the Multi-Purpose Building for the sole purpose of conducting a Dance and Majorette program. The scheduled times are Tuesdays from 5:45 p.m. - 7:45 p.m. and Thursdays from 5:45 p.m. - 7:45 p.m.

Financial Summary:

The agreement is based on an hourly fee of \$15.00.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks and Recreation Facility Use Agreement

This Use Agreement entered into this ____ day of _____, 2024 by and between the City of La Vergne Parks and Recreation Department, hereafter referred to as “the Department”, and **Aliah Billingsley** hereafter referred to as “the User”. In consideration of the mutual promises and agreements continued herein, the Department and the User agree as follows:

I. Purpose

The Department agrees to allow the User the use of City of La Vergne controlled “Property” **Multi-Purpose Building** for the sole purpose of conducting a **dance and majorette** program.

II. Term

The term of this Use Agreement shall begin **01/01/2024** and end **12/31/2024**. The User shall have the right to use the Property during the term of the Use Agreement. The User may not schedule any activity for the Property for a date or time other than approved by the Director of the Department or the Director’s Designee. The Department shall establish and approve the schedule for the User’s use of the Property. The schedule shall be attached to this Agreement as Exhibit A.

Scheduled Times: **Tuesdays from 5:45pm – 7:45 pm**
Thursdays from 5:45pm – 7:45 pm

III. Participant Fees

Participant fees shall be set by the Director of the Department or the Director’s Designee and the User. The Department shall receive a set fee or a percentage of participant fees from the User. The Director of the Department or the Director’s Designee and the User will negotiate a percentage and how often the User will pay the percentage. Once a percentage or set fee schedule has been established, all monies received by the Department will be deposited within the established guidelines of the City of La Vergne

A **\$100 deposit** will be paid by User before the first program. If damages to the building and/or problems do not exist, the deposit will be returned.

Fee **\$15 per hour**
Pay Schedule **1st of Each Month**

IV. Department Obligations

- A. The Department will maintain the Property for use by the User.
- B. The Department will (if applicable) maintain existing restroom facilities.
- C. The Department will (if applicable) make repairs to the roof, interior walls, doors, water fountains, plumbing systems, and electrical systems.
- D. The Department will be responsible for providing trash receptacles.
- E. The Department will maintain the parking areas.
- F. The Department will pay for utility services (water, electricity, etc.) at the Property.
- G. The Department will determine issues regarding the safety of the Property for the User’s program. If a safety issues is apparent, the Department will focus on the issues in order for the User to conduct the program. If the safety issue cannot be

dealt with before the User's program, the Department will notify the User of the safety issue and suggest an alternative site to hold the User's program until the issue is no longer a threat to program participants. If there is no alternative site for the User, the program will be canceled until the issue is no longer a threat to program participants.

- H. The Department will determine if security is needed. If so, the User will pay the fee (see Section III – Participant Fees).
- I. The Department will provide the User a list of dates the building will not be available for use in a timely manner. ie.. city events, voting, etc..

V. User Obligations

- A. The User will inform the Department who is in charge of the program prior to the starting date of this agreement.
- B. The User will submit liability waiver forms completed by program participants.
- C. The User will submit a class roster of each participant's name, address, phone number and emergency contact.
- D. The User will make reasonable efforts to maintain the Property while under their use. This includes keeping a trash-free facility inside and out.
- E. The User will be responsible for any damage that may occur to the Property, in and out, during the term (specified dates and times of the program) of this Use Agreement.
- F. The User will be certified in the area of their program or have equivalent experience.
- G. The User will be certified in CPR (Cardio Pulmonary Resuscitation) and/or First Aid. Certification will be attached as Exhibit B.
- H. The User will inform the Department of any safety hazards within 24 hours of discovering the safety hazard by calling the Department or submitting a written report of the hazard at the Department's office.

VI. User Representations

- A. The User will not discriminate against any person including, but not limited to, sex, race, religion, natural origin or disability.
- B. The User will maintain a liability insurance coverage policy with a minimum of \$1,000,000. This policy must list the City of La Vergne as additional insured. A copy of this policy shall be attached as Exhibit C.
- C. The User accepts the Property as suitable for the User's program and the purpose of the Use Agreement.

VII. Policies

- A. All programs must be in accordance with the Parks and Recreation Mission.
- B. The User shall post no signs or disperse advertisements of any kind without prior written approval of the Director of the Department. Also, upon request the Department will provide advertising on Public Access Television.
- C. No vendors shall be allowed to sell any product or service on the Property without prior written approval of the Director of the Department.
- D. The User will not alter or modify any existing building or structure without prior written approval of the Director of the Department and approval of all appropriate city agencies.

- E. The Director shall have the authority to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of La Vergne. Thirty (30) days cancellation notice, from the User, is required. The Parks and Recreation Department can cancel without notice.
- F. This Use Agreement can only be amended by a written amendment executed by the Department and the User.
- G. The User is responsible for keys that have been signed out to them. If keys need to be replaced the Department will charge the User \$20.00 per key.

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

By: _____
Jason Cole, Mayor Date _____

Attest: _____
Bruce Richardson Date _____
City Administrator/City Recorder

By: _____
Aliah Billingsley Date _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve Facility Use Agreement with Julianne Holbrook for a Zumba Program at the Multi-Purpose Building.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Facility Use Agreement - Julianne Holbrook

Summary:

This is for the approval of the annual use agreement for use of the Multi-Purpose Building.

Background Information:

This is the annual Facility Use Agreement that will give Julianne Holbrook the ability to use the Multi-Purpose Building for the sole purpose of conducting a Zumba program. The scheduled time is Saturdays from 10:00 a.m. - 11:00 a.m.

Financial Summary:

The Agreement is based on an hourly fee of \$15.00.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks and Recreation Facility Use Agreement

This Use Agreement entered into this ____ day of _____, 2024 by and between the City of La Vergne Parks and Recreation Department, hereafter referred to as “the Department”, and **Julianne Holbrook** hereafter referred to as “the User”. In consideration of the mutual promises and agreements continued herein, the Department and the User agree as follows:

I. Purpose

The Department agrees to allow the User the use of City of La Vergne controlled “Property” **Multi-Purpose Building** for the sole purpose of conducting a **Zumba** program.

II. Term

The term of this Use Agreement shall begin **01/01/2024** and end **12/31/2024**. The User shall have the right to use the Property during the term of the Use Agreement. The User may not schedule any activity for the Property for a date or time other than approved by the Director of the Department or the Director’s Designee. The Department shall establish and approve the schedule for the User’s use of the Property. The schedule shall be attached to this Agreement as Exhibit A.

Scheduled Times: **Saturdays from 10:00am – 11:00am**

III. Participant Fees

Participant fees shall be set by the Director of the Department or the Director’s Designee and the User. The Department shall receive a set fee or a percentage of participant fees from the User. The Director of the Department or the Director’s Designee and the User will negotiate a percentage and how often the User will pay the percentage. Once a percentage or set fee schedule has been established, all monies received by the Department will be deposited within the established guidelines of the City of La Vergne

A **\$100 deposit** will be paid by User before the first program. If damages to the building and/or problems do not exist, the deposit will be returned.

Fee **\$15 per hour**

Pay Schedule **1st of Each Month**

IV. Department Obligations

- A. The Department will maintain the Property for use by the User.
- B. The Department will (if applicable) maintain existing restroom facilities.
- C. The Department will (if applicable) make repairs to the roof, interior walls, doors, water fountains, plumbing systems, and electrical systems.
- D. The Department will be responsible for providing trash receptacles.
- E. The Department will maintain the parking areas.
- F. The Department will pay for utility services (water, electricity, etc.) at the Property.
- G. The Department will determine issues regarding the safety of the Property for the User’s program. If a safety issues is apparent, the Department will focus on the issues in order for the User to conduct the program. If the safety issue cannot be dealt with before the User’s program, the Department will notify the User of the

safety issue and suggest an alternative site to hold the User's program until the issue is no longer a threat to program participants. If there is no alternative site for the User, the program will be cancelled until the issue is no longer a threat to program participants.

- H. The Department will determine if security is needed. If so, the User will pay the fee (see Section III – Participant Fees).
- I. The Department will provide the User a list of dates the building will not be available for use in a timely manner. ie.. city events, voting, etc..

V. User Obligations

- A. The User will inform the Department who is in charge of the program prior to the starting date of this agreement.
- B. The User will submit liability waiver forms completed by program participants.
- C. The User will submit a class roster of each participant's name, address, phone number and emergency contact.
- D. The User will make reasonable efforts to maintain the Property while under their use. This includes keeping a trash-free facility inside and out.
- E. The User will be responsible for any damage that may occur to the Property, in and out, during the term (specified dates and times of the program) of this Use Agreement.
- F. The User will be certified in the area of their program or have equivalent experience.
- G. The User will be certified in CPR (Cardio Pulmonary Resuscitation) and/or First Aid. Certification will be attached as Exhibit B.
- H. The User will inform the Department of any safety hazards within 24 hours of discovering the safety hazard by calling the Department or submitting a written report of the hazard at the Department's office.

VI. User Representations

- A. The User will not discriminate against any person including, but not limited to, sex, race, religion, natural origin or disability.
- B. The User will maintain a liability insurance coverage policy with minimum of \$1,000,000. This policy must list the City of La Vergne as additional insured. A copy of this policy shall be attached as Exhibit C.
- C. The User accepts the Property as suitable for the User's program and the purpose of the Use Agreement.

VII. Policies

- A. All programs must be in accordance with the Parks and Recreation Mission.
- B. The User shall post no signs or disperse advertisements of any kind without prior written approval of the Director of the Department. Also, upon request the Department will provide advertising on Public Access Television.
- C. No vendors shall be allowed to sell any product or service on the Property without prior written approval of the Director of the Department.
- D. The User will not alter or modify any existing building or structure without prior written approval of the Director of the Department and approval of all appropriate city agencies.
- E. The Director shall have the authority to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of

La Vergne. Thirty (30) days cancellation notice, from the User, is required. The Parks and Recreation Department can cancel without notice.

F. This Use Agreement can only be amended by a written amendment executed by the Department and the User.

G. The User is responsible for keys that have been signed out to them. If keys need to be replaced the Department will charge the User \$20.00 per key.

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

By: _____
Jason Cole, Mayor Date _____

Attest: _____
Bruce Richardson Date _____
City Administrator/City Recorder

By: _____
Julianne Holbrook Date _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve Facility Use Agreement with Jacqueline Dixon for a Jazzercise Program at the Multi-Purpose Building.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Facility Use Agreement - Jacqueline Dixon

Summary:

This is for the approval of the annual use agreement for use of the Multi-Purpose Building.

Background Information:

This is the annual Facility Use Agreement that will give Jacqueline Dixon the ability to use the Multi-Purpose Building for the sole purpose of conducting a Jazzercise program. The scheduled times are Mondays from 5:45 p.m. - 6:45 p.m., Wednesdays from 5:45 p.m. - 6:45 p.m. and Saturdays from 8:30 a.m. - 9:30 a.m.

Financial Summary:

The Agreement is based on an hourly fee of \$15.00.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks and Recreation Facility Use Agreement

This Use Agreement entered into this ____ day of _____, 2024 by and between the City of La Vergne Parks and Recreation Department, hereafter referred to as “the Department”, and **Jacqueline Dixon** hereafter referred to as “the User”. In consideration of the mutual promises and agreements continued herein, the Department and the User agree as follows:

I. Purpose

The Department agrees to allow the User the use of City of La Vergne controlled “Property” **Multi-Purpose Building** for the sole purpose of conducting a **Jazzercise** program.

II. Term

The term of this Use Agreement shall begin **01/01/2024** and end **12/31/2024**. The User shall have the right to use the Property during the term of the Use Agreement. The User may not schedule any activity for the Property for a date or time other than approved by the Director of the Department or the Director’s Designee. The Department shall establish and approve the schedule for the User’s use of the Property. The schedule shall be attached to this Agreement as Exhibit A.

Scheduled Times: **Mondays from 5:45pm – 6:45pm**
Wednesdays from 5:45pm – 6:45pm
Saturdays from 8:30am – 9:30am

III. Participant Fees

Participant fees shall be set by the Director of the Department or the Director’s Designee and the User. The Department shall receive a set fee or a percentage of participant fees from the User. The Director of the Department or the Director’s Designee and the User will negotiate a percentage and how often the User will pay the percentage. Once a percentage or set fee schedule has been established, all monies received by the Department will be deposited within the established guidelines of the City of La Vergne

A **\$100 deposit** will be paid by User before the first program. If damages to the building and/or problems do not exist, the deposit will be returned.

Fee **\$15 per hour**
Pay Schedule **1st of Each Month**

IV. Department Obligations

- A. The Department will maintain the Property for use by the User.
- B. The Department will (if applicable) maintain existing restroom facilities.
- C. The Department will (if applicable) make repairs to the roof, interior walls, doors, water fountains, plumbing systems, and electrical systems.
- D. The Department will be responsible for providing trash receptacles.
- E. The Department will maintain the parking areas.
- F. The Department will pay for utility services (water, electricity, etc.) at the Property.

- G. The Department will determine issues regarding the safety of the Property for the User's program. If a safety issue is apparent, the Department will focus on the issues in order for the User to conduct the program. If the safety issue cannot be dealt with before the User's program, the Department will notify the User of the safety issue and suggest an alternative site to hold the User's program until the issue is no longer a threat to program participants. If there is no alternative site for the User, the program will be cancelled until the issue is no longer a threat to program participants.
- H. The Department will determine if security is needed. If so, the User will pay the fee (see Section III – Participant Fees).
- I. The Department will provide the User a list of dates the building will not be available for use in a timely manner. ie.. city events, voting, etc..

V. User Obligations

- A. The User will inform the Department who is in charge of the program prior to the starting date of this agreement.
- B. The User will submit liability waiver forms completed by program participants.
- C. The User will submit a class roster of each participant's name, address, phone number and emergency contact.
- D. The User will make reasonable efforts to maintain the Property while under their use. This includes keeping a trash-free facility inside and out.
- E. The User will be responsible for any damage that may occur to the Property, in and out, during the term (specified dates and times of the program) of this Use Agreement.
- F. The User will be certified in the area of their program or have equivalent experience.
- G. The User will be certified in CPR (Cardio Pulmonary Resuscitation) and/or First Aid. Certification will be attached as Exhibit B.
- H. The User will inform the Department of any safety hazards within 24 hours of discovering the safety hazard by calling the Department or submitting a written report of the hazard at the Department's office.

VI. User Representations

- A. The User will not discriminate against any person including, but not limited to, sex, race, religion, natural origin or disability.
- B. The User will maintain a liability insurance coverage policy with a minimum of \$1,000,000. This policy must list the City of La Vergne as additional insured. A copy of this policy shall be attached as Exhibit C.
- C. The User accepts the Property as suitable for the User's program and the purpose of the Use Agreement.

VII. Policies

- A. All programs must be in accordance with the Parks and Recreation Mission.
- B. The User shall post no signs or disperse advertisements of any kind without prior written approval of the Director of the Department. Also, upon request the Department will provide advertising on Public Access Television.
- C. No vendors shall be allowed to sell any product or service on the Property without prior written approval of the Director of the Department.

- D. The User will not alter or modify any existing building or structure without prior written approval of the Director of the Department and approval of all appropriate city agencies.
- E. The Director shall have the authority to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of La Vergne. Thirty (30) days cancellation notice, from the User, is required. The Parks and Recreation Department can cancel without notice.
- F. This Use Agreement can only be amended by a written amendment executed by the Department and the User.
- G. The User is responsible for keys that have been signed out to them. If keys need to be replaced the Department will charge the User \$20.00 per key.

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

By: _____
Jason Cole, Mayor

Date

Attest: _____
Bruce Richardson
City Administrator/City Recorder

Date

By: _____
Jacqueline Dixon

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title:	Approve a Listing and Marketing Commission Agreement with Allsource Enterprises, LLC, DBA Safe Industries to Sell the Fire Department Heavy Rescue Truck.
Department:	Fire
Presented By:	Ronny Beasley
Item Attachments:	1. Listing and Marketing Commission Agreement

Summary:

This item allows the Fire Department to enter into a broker agreement for Safe Industries to sell city asset # 9021 (Heavy Rescue).

Background Information:

This agreement allows the city to sell the heavy rescue. The vehicle has not been in service in more than three years. The cost of the daily operation and repairs increased with the age of the fire truck.

Financial Summary:

The truck will be brokered for sale. The price is based on what the purchaser agrees to. Safe Industries will receive a percentage of the profits based on the sale price.

Staff Recommendation:

Staff recommends approval.



SAFE
INDUSTRIES

Listing and Marketing Commission Agreement

The undersigned Seller and Allsource Enterprises, LLC. dba Safe Industries (Safe Industries) being duly authorized, hereby enter into the following contractual agreement (Agreement) effective as of _____, 20____:

Apparatus Year,

Make & Model: _____ (Apparatus) VIN: _____

Apparatus Owned or Exclusively Offered for Sales by: _____ (Seller).

If Apparatus Not Owned by Seller, then Owner of the Apparatus: _____ (Owner)

List Price: The price at which the Apparatus will be listed shall be \$ _____, or such other price agreed upon by Seller and Safe Industries (List Price).

Seller grants Safe Industries the nonexclusive right to offer the Apparatus for sale for the List Price. Safe Industries shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Safe Industries' choosing, including the internet and social media. Seller represents and warrants that the information provided to Safe Industries by the Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Safe Industries harmless and indemnifies Safe Industries from any liability resulting from inaccuracies in such information. Seller agrees to pay Safe Industries the commission set forth below (Commission) if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Safe Industries, or anyone acting on behalf of Safe Industries of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- 10% of the sales price up to \$200,000.00
- 8% of the sales price up to \$200,001.00 - \$350,000.00
- 6% of the sales price over \$350,001.00

Payment of the Commission will be made to Safe Industries within ten (10) calendar days after the sales of the Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such ten (10) day calendar period.

Seller agrees to notify Safe Industries within ten (10) days of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Safe Industries.

Either party may terminate this Agreement at any time by notifying the other party in writing.

Seller agrees that Safe Industries may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Safe Industries.





This Agreement shall create an independent contractor relationship between Safe Industries and Seller. Safe Industries shall at no time be considered an employee of the Seller. Seller represents that Seller has full authority to enter into this Agreement. The Agreement constitutes the entire agreement between the parties. This Agreement may not be amended, modified, or waived except by the written agreement of the parties hereto. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. Each party may transmit its signature electronically to the other party or parties. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Tennessee. Jurisdiction and venue for the adjudication of any dispute between the parties is Rutherford County, Tennessee.

Agreed to by:

Seller:

(Print Seller name above)

By: _____
(Signature)

Name: _____
(Print name above)

Title: _____

Date: _____

Safe Industries:

Allsource Enterprises, LLC. dba Safe Industries

By: _____
(Signature)

Name: _____
(Print name above)

Title: _____

Date: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Approve a Memorandum of Agreement with the Department of the Navy, Naval Surface Warfare Center, Crane Division for Equipment to be Used by the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. MOA - Dept of Navy - Night Vision Goggles

Summary:

This memorandum of agreement is between the Department of the Navy and the City of La Vergne for night vision goggles.

Background Information:

The La Vergne Police Department SWAT Team utilizes night vision goggles in situations where low or no light is available or in situations where using lights would jeopardize the mission and place officers in an unsafe environment. This is an annual agreement.

Financial Summary:

The cost for the night vision goggles is \$6,000.

Staff Recommendation:

Staff recommends approval.

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
La Vergne Police Department

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,

La Vergne Police Department

When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- 4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Mr. Bret R. Mehringer

812-854-3596

bret.r.mehringer.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: La Vergne Police Department

Phone Number: (615) 793-7744

Email Address:

Fax Number: (615) 793-7794

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522

and, if to the Agency, to (insert mailing address):

5093 Murfreesboro Road
La Vergne,

Tennessee 37086

or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
- 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- 6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.10 EXPIRATION DATE. This MOA expires on Dec 17, 2024.
- 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
- 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

- 7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2 BILLING. The Agency will provide the Government with payment via Automated Clearing House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3 PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name: Credit Gateway
Address: 60 Livingston Avenue
St. Paul, MN 55107
RTN/ABA: 051036706
A/C: 801700778009

For Wire Transfer:

Bank Name: U.S. Treasury
Address: 1500 Pennsylvania Avenue NW
Washington, DC 20220
Country: USA
RTN/ABA: 021030004
Account Name: DFAS-Cleveland
Account Number: 801700778009

- 7.4 FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5 ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

La Vergne Police Department

by: **X**

Signature

Date

Chief Christopher Moews

Type Name and Title

La Vergne Police Department

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X

BRANDON J BOEGLIN

By direction
NSWC Crane

Date

ATTACHMENT A



Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name:

La Vergne Police Department

2. Agreement Number: N00164LEI108-23

3. Agreement Start/Renewal Date: Dec 17, 2023

1b. Agency Mailing Address:

5093 Murfreesboro Road
La Vergne,

4. Agreement Termination Date: Dec 17, 2024

5. Estimated Total Cost (See paragraph III
Terms and Conditions below): \$ 6,000.00

State: Tennessee Zip Code: 37086

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-7B, Night Vision Goggle, NSN: 5855-01-228-0937; Repl Value \$1,000 each	20	\$300.00	\$ 6,000.00
Serial Numbers: 65232; 000155; 00871; 000002; 00865; C0235; 000067; 11206; 00856; 34448B; 04351; 000060; 71757; 62237; 65260; 72808; CB2006; 0379; 61767; X000			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Total		\$ 6,000.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Chief Christopher Moews	SGT. William Timson
Phone: (615) 793-7744	Phone: (615) 892-0140
Fax: (615) 793-7794	Fax: (615) 793-7794
Email:	Email: btimson@laverghnetn.gov
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	Debbie Owens, CTR
Phone: 812-854-6650	Phone: 812-854-4439
Fax: 812-854-8559	Fax: 812-854-8559
Email: scott.d.arthur2.civ@us.navy.mil	Email: electro_optic_loan@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	Mary-Ann Miller
Phone: 812-854-2624	Phone: 812-854-5140
Fax: 812-854-8559	Fax: 812-854-8559
Email: electro_optic_loan@us.navy.mil	Email: electro_optic_loan@us.navy.mil



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: First Reading - **Ordinance #2023-28** - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-28

Summary:

This is an ordinance to amend the membership of the La Vergne Local Emergency Planning Committee.

Background Information:

At the November 13, 2023 Local Emergency Planning Committee meeting, a recommendation was made to make some changes to the membership of the committee. The recommendation is to remove one of the members representing the La Vergne Rescue Unit (leaving them with one), remove the one member representing Box 100, remove the one member representing the Rutherford County Special Operations and Response Team (SORT) and add three members that will represent La Vergne organizations or businesses that are required to file Tier II Emergency and Hazardous Chemical Reports. This will leave the total membership at 22 members.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-28

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 6, SECTION 2-601 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE MEMBERSHIP OF THE LOCAL EMERGENCY PLANNING COMMITTEE.

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

SECTION I. Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code is hereby amended to read as follows:

2-601. Creation and membership. There is created an advisory committee to be known as "The Local Emergency Planning Committee of the City of La Vergne," (hereinafter referred to as "the committee") which shall serve as an advisory committee, subject to the actions and policies of the board of mayor and aldermen.

There shall be twenty-two (22) members of the committee who shall be appointed by the mayor and confirmed by the board of mayor and aldermen, and who shall serve at the pleasure of the mayor and board. Two (2) members shall be appointed from the La Vergne Fire Department. Two (2) members shall be appointed from the La Vergne Police Department. One (1) member shall be appointed from the La Vergne Rescue Unit. Two (2) members shall be appointed from the La Vergne Public Works Department. Two (2) members shall be appointed from Rutherford County Public Entities. One (1) member shall be appointed from the La Vergne Finance Department. One (1) member shall be appointed from the water treatment plant. One (1) member shall be the city administrator. One (1) member shall be an environmental specialist. One (1) member shall be from the La Vergne Codes Department. One (1) member shall be from the American Red Cross. One (1) member shall be the parks and recreation director. One (1) member shall be from the information technology department. One (1) member shall be from the stormwater department. Three (3) members shall be appointed from La Vergne organizations or businesses that are required to file Tier II Emergency and Hazardous Chemical Reports. One (1) member shall be appointed by the mayor from the board of aldermen.

If the appointed member cannot attend a meeting or workshop, the agency or department may send a representative to act as a proxy in the appointed member's place.

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

SECTION III. All ordinances, resolutions, or motions in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Resolution #2023-25 - A Resolution to Amend the Employee Handbook.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments:

1. Resolution #2023-25
2. Proposed Employee Handbook

Summary:

This is a series of recommended changes to the Employee Handbook, last amended June 6, 2023.

Background Information:

This is a complete update of the Employee Handbook. All sections have been revised and updated. A new section to support the standard work and policies around Dayforce has been added. The amended portions have been highlighted in the attached document.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-25

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 the new 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.

BE IT FURTHER RESOLVED that this Resolution shall take effect on December 23, 2023.

Adopted and approved this 5th day of December, 2023.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder

CITY OF LA VERGNE



Employee Handbook

Effective: December 23, 2023

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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 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 system of personnel administration, which 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 accommodation to qualified individuals with a disability unless the accommodation would pose an undue hardship on 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 Alderman

The Board of Mayor and Aldermen is responsible for the appointment of the City Administrator, establishment of overall policy guidelines for the operation of City government including adoption of the Personnel Regulations and amendments thereto, 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 enforcement and application of all laws, provisions of the City Charter and Municipal Code, and acts of the Board of Mayor and Aldermen, including but not limited to the Personnel Regulations and pay classification plan. The City Administrator is also responsible for implementation of additional rules, policies and procedures, which 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 the administration and enforcement of the Personnel Regulations for employees in their respective program areas.

D. Human Resources Department

The Human Resources Department responsibility 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 the input and facilitate the involvement of the Human Resources Department in employment decisions, including decisions regarding 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 in a secure manner 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 and harassment and other complaints will be retained separately.]*

B. Medical Records

Medical information obtained from city provided medical examinations are the property of the City of La Vergne. Inquiries will be maintained in a secured file system separate from an employee's official personnel record. Information may include, but not be 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 secured file system that is not open for public inspection. Worker's 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 Protection Act (HIPAA), Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), and rules and regulations of the Equal Employment Opportunity Commission (EEOC).

C. Public Access

Inquiries for detailed employment information or public inspection of employee records shall be made in writing and should be directed to the Director of Human Resources who will then forward 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 by reason of 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, and then the City shall: make the record available in 7 business days; deny the request in writing or furnish the requestor a completed records request response form stating the time reasonably necessary to produce the record or information.

Confidential information will be redacted out of any personnel files that are requested for inspection, as per 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 responsive and timely 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 relation to the classification plan, within the City.

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 an arrangement of positions whereby 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 who are experiencing performance related challenges are provided sessions in a non-disciplinary mode to alter or change their behavior. However, if the behavior does not improve these can be a pre-cursor to more formal disciplinary actions. Employees who

are at or above expected performance levels are given feedback to encourage greater contributions, additional possibilities, and new or more focused initiatives.

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

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

Dismissal - A type of disciplinary action which 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 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 an employee 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 - Employees that are exempt from the overtime and recordkeeping requirements of the Fair Labor Standards Act and Title 29, Part 541, of the Code of Federal Regulations. Exempt employees are typically compensated on a non-fluctuating salaried basis.

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 based on the company's Waiting Period.

Immediate Family - Includes present spouse, parents, step-parents, grandparents, current parents-in-law, current grandparents-in-law, foster parents, children, step-children, brother, 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 - Rude behavior or language: rude or impolite language or behavior.

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 of time. 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 worked by an employee in excess of 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 romantic, sexual, dating and 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 which 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 on the basis of sufficient changes in the kind, difficulty or responsibility of work assigned to the position.

Removal - Disciplinary action taken where an employee is listed in an unpaid status for a period of time 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 from a job posting for the Police department will be held for a period of no more than one hundred and eighty (180) days following the closing of the previous 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 lay-off.

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; specific 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 having 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 in 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 the purpose of 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 made at the discretion of management.

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 obligation and policy of the City of La Vergne to provide equal opportunity employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, genetic information, military status, refusing to participate in or remain silent about illegal activities exercising a statutory or constitutional right or any right created by a clear public policy, or any other basis protected by law. The City of La Vergne will provide reasonable accommodations to qualified disabled individuals, as well as reasonable accommodations based on genuinely held religious beliefs, unless the accommodation would pose an “undue hardship” on the City.

This policy applies to all terms, conditions, and privileges of employment and all policies of the City, including hiring, placement, training, employee development, promotion, transfer, compensation, benefits, grievances, layoffs, termination and retirement.

3.2 JOB ANNOUNCEMENTS

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

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 of time sufficient to ensure that qualified applicants are obtained for City Service. When deemed necessary, the Human Resources Department and the Department Head will determine what forms of media 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 that 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, which will be paid through your paycheck between 30-60 days after your referred candidate passes 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 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 to a full-time position with the City of La Vergne.
 - b) The candidate is not hired to 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 in order to be considered for hiring. 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 according in accordance with the requirements of the City's document retention policy, and applicable state and federal law.

3.4 ELIGIBILITY

A. Recruitment

Individuals will be recruited from a geographic area as wide as necessary to assure obtaining well-qualified applicants for various types of employment positions. Recruitment, therefore, will not be limited to residents of the City of La Vergne. ~~In cases where residents and non-residents are equally qualified for positions presently vacant, residents of the City of La Vergne will receive first consideration in filling such vacancies.~~

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 existence of

the relationship to the Human Resource Department in writing. When a conflict or potential conflict arises due to the relationship affecting employment, the city reserves the right to make any and all employment decisions in the best interest of the city. 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 or 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 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 a e-mail inquiry within five (5) days or does not return a telephone inquiry within two (2) days or fails to accept 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 that 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. **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 *Diagnostics 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.
5. **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 and a drug screening by a licensed physician designated by the City of La Vergne. The purpose of these evaluations are to determine if the employee meets the necessary physical fitness standards of the position for which he/she was 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. The cost of these medical evaluations will be paid for by the City.

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.

3.7 OFFER NEGOTIATIONS

The City Administrator, with the approval of the Mayor, 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.

CHAPTER 4 - APPOINTMENTS

4.1 GENERAL PROVISIONS

Department Heads, in collaboration with the Human Resources Department, are responsible for the selection and appointment of 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 and 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, are not eligible for benefits such as vacation leave, sick leave, holiday pay, health insurance, retirement benefits and 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), which may 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 require less than full-time work on a regular basis. Individuals hired as part-time or part-time appointments, 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), which may 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 discretion of the City Administrator in consultation with the Department Head and Human Resources.

A provisional appointment may be changed to regular appointment at the time the position is included as a regular 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 stoppage of public business or loss, or serious inconvenience to the public. However, a vacancy of 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, excluding public safety, undergo a 90-day probationary period. This period assesses your job performance and helps familiarize you with your role. Your work quality, efficiency, attitude, and responsibility acceptance will be evaluated. This time allows both you and your supervisor to determine job compatibility.

Public Safety staff in Police and Fire have a 12-month probation, which can be extended based on department chief recommendations, accompanied by a performance improvement plan.

From their start date, Public Safety 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 adheres 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 the 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, following discussions with Human Resources and approval from the City Administrator. The Mayor or their designee has the 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 final written warnings.

4.9 TRANSFERS

A. Policy

From an open position that has been posted internally and/or externally, a transfer is a lateral movement of an employee from one position to another at relatively the same pay range between positions of the same class or different 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 approved by the City Administrator with the 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 City Administrator approval with the 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 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 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 the 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 related to the re-hire 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 severance date as applicable to employment status:

1. Must re-apply via formal city application and are subjected to pre-placement testing requirements as applicable to position.
2. Will have their prior full-time service period counted for purposes of determining benefits eligibility for city benefits programs.
3. Are subjected to pre-placement testing requirements as applicable to position.
4. Benefits accrual rates and rates of pay will be restored to the employee's rates at time of severance.
5. Personal and sick time at 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 severance date as applicable to employment status:

1. Must re-apply via formal city application and are subjected to pre-placement testing requirements as applicable to position.
2. If previously employed a minimum of five (5) continuous years, will be restored at their same benefits accrual rate at time of severance.
3. Personal, Sick and Vacation time will not be restored.
4. The employee will receive an adjusted hire date.
5. All department and City service seniority will be deemed null and void as related to promotional opportunity and service awards hierarchy.
6. Rates of pay will be determined based upon current salary administration scale and 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 of 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 contained policy language is at the discretion of 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 shape to their supervisor. Both the employee and supervisor will confirm the return of these items. When an employee is separated with cause from employment, 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, a minimum of 14 calendar days in advance. 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 by the City Administrator for Department Heads.

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 position reduction.

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 determination that a reduction-in-force becomes 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 the employment of employees because of economic necessity, reorganization to improve efficiency, and other operational reasons.

5.4 RETIREMENT

Employees who are eligible for retirement and wish to retire should advise their Department Head and the Human Resources Department with a 60 day notice to allow sufficient time for 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 in a more efficient manner.

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 death of an employee. All compensation due in accordance with these rules shall be paid to the estate of the employee, 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 that provides a listing of employment positions in the City. 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 his/her supervisor will maintain open communications 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 review the department copy 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 contain a general description of the position, essential functions, and additional duties of the job. 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 and Americans with Disabilities Act (ADA) elements and standards required to perform essential job functions. The minimum qualification standards on job descriptions should serve as norms for applicants coming into the job setting and should also serve as a basis for performance indicators in meeting the expectations of the City for each employment position.

6.3 USE OF JOB TITLES

Job titles are to be used in all personnel, accounting, and financial records. No person will be appointed 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 into the City's Job Classification Plan, the City Administrator must approve this description. 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 has a Compensation Plan that sets pay ranges for every position in the Job Classification Plan. Individual salaries fall within these ranges, determined by the City Administrator based on the budget. Any exceptions need the City Administrator's approval and must align with the budget endorsed by the Board of Mayor and Aldermen.

This plan ensures fair compensation by comparing local private and public sector pay rates, cost of living, and the City's financial health. During the budgeting phase, the City Administrator, with team input, may propose salary range adjustments to the Board of Mayor and Aldermen. Any changes will adjust the salary schedule as approved by the Board.

Every employee is classified as either exempt or non-exempt under the federal Fair Labor Standards Act (FLSA). This federal classification defines overtime pay entitlement:

- **Exempt:** Employees in these roles aren't eligible for overtime pay. They must record their work time for calculations of comp time but are paid a salary, not based on hours worked.
- **Non-Exempt:** Employees in these roles qualify for overtime pay. They must log their hours and receive at least one and a half times their hourly rate for any work over 40 hours in a week.

If you're unsure about your classification, reach out to 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 a matter to be grieved in accordance with 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 can be made for a period longer than three (3) months without the approval of the City Administrator.

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 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 the scope of 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 only be exercised in cases in which significant cost savings are achieved by not having to hire or train additional temporary staff.

7.4 MINIMUM WAGES

In accordance with the FLSA, no employee, whether full time, part time, or trainee, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement set forth in the FLSA.

7.5 PAY RATES FOR CHANGES IN STATUS

The following pay policies shall be effective in relation 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 a change in status 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 re-assignment in order to be in compliance with the appropriate pay classification. Demotions shall result in a reduction in pay when a result of a disciplinary action.

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 in regard to 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.

7.6 PAY FOR PART TIME WORK

When employment is on a part-time basis, or negotiated by contract, only a proportion of the rate for the time worked as set the Job Classification Plan and Compensation Plan will be paid. The rate of pay for part-time work shall be based upon 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 OVERTIME PAY

Overtime should be authorized by prior approval of the Department Head or City Administrator. In cases of an emergency, any supervisor may also approve overtime.

Non-exempt employees shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked over forty (40) in the 7-day work week. Only actual work counts towards overtime; paid leave, unpaid breaks, or on-call time during the work week will not count towards overtime eligibility.

Exempt employees under special circumstances may be compensated with overtime pay and/or compensatory time. Such circumstances must be approved by the 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.

7.8 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 that 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 that 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 must be in paid work or paid leave status on the employee's last regular workday before and the first regular workday after the City holiday to be eligible for holiday pay. Use of sick time the workday before and the first regular workday after, without a written doctor's excuse, will not receive holiday pay. If an employee is scheduled to work on a City holiday and calls in sick, that employee will not receive holiday pay for that City holiday unless the employee produces medical documentation showing that the employee was sick. Holiday pay is not to be considered hours worked in the computation of overtime.

7.9 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 when authorized by an employee.

A. Federal Income Tax

Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employers are required to keep on file a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.

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 not be limited to:

1. Health insurance premiums
2. Dental insurance premiums
3. Vision insurance premiums
4. Retirement plan contributions
5. Charity contributions approved by City of La Vergne
6. Supplemental Insurance approved by 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. 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 PTO under the City's paid time off policy. **Their salary will not be reduced if they are absent for less than a full day because of sickness or disability.**
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. **If an employee**

is absent for less than a full day for personal reasons, his or her salary will not be reduced.

3. Employees may be suspended without pay for other types of workplace misconduct, but only in full-day increments. Their salary will be reduced in 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.

While exempt, salaried employees are generally not subject to deductions in salary based on quality or quantity of work (subject to the exceptions set forth above), exempt salaried employees may be required to utilize 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 deductions, you should contact the Human Resources Department.

7.10 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 when properly documented. Personal and ineligible expenses incurred while on City business remain the responsibility of the individual. It is the responsibility of the employee to adequately document any travel expenses in accordance with the procedures found in Section 13 of the Purchasing Policy and Manual.

7.11 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 the requirements of federal law. Employees would receive overtime pay for time spent traveling if they worked over forty hours during the workweek that 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.

7.12 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.

7.13 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. Employees will not be permitted to accumulate more than 40 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.
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 prior authorization from your supervisor.
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. **Employees are required to use comp time before using other forms of accrued paid leave.**
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 all hours worked. However, from time to time, as authorized by the city administrator, and typically in extraordinary 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 40 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 would 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 request would be disruptive of 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. Employees are required to use comp time before using other forms of accrued paid leave.~~

CHAPTER 8 - GENERAL POLICIES AND PROCEDURES

8.1 EMPLOYEE EVALUATION SYSTEM

The Human Resources Department will maintain at the direction of the City Administrator a comprehensive employee performance evaluation system that will recognize satisfactory and superior employee performance and provide direction and guidance to employees whose performance is less than satisfactory. Employee performance evaluations will be performed on an annual basis by each department under the supervision of the Department Head and supervisors. Employees will have an opportunity to make comments on the evaluation form and will meet with their supervisor on an annual basis 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 the application of proper evaluation standards for each employee being evaluated. 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 made a part of the employee's personnel file. The City Administrator and Assistant City Administrator will perform an annual performance evaluation for their respective Department Heads.

8.2 HOURS OF WORK

A. Regular Working Hours

The City Administrator, in conjunction with Department Heads, shall establish hours of work for each position and the hours during which offices shall be open for business. Public service needs will be considered in determining regular working hours. The normal work period for full-time City employees shall consist of not less than forty (40) hours within seven (7) calendar days. The City Administrator shall have the discretion based upon staffing levels to establish a flexible work schedule, depending on the needs of the department. 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, such meal breaks will not be paid, and employees should "clock out" on their time sheets when they take 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 under 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 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 must be provided a thirty (30) minute unpaid meal or rest period if scheduled six (6) consecutive hours, except in workplace environments that by their nature of business provides for ample opportunity to rest or take an appropriate break. The failure to provide a thirty (30) minute meal or rest period is a violation of state law. (*TCA § 50-2-103 (h)*)

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 this time. One break is allowed during the first half of the day, and another during the second half of the day. At the discretion of the department head, an employee may take their breaks in conjunction with their lunch period. It is the responsibility of the supervisor to ensure that this privilege is not abused. Employees who abuse this privilege by taking unauthorized or excessive breaks may be subject to disciplinary action.

D. Time Sheets

All employees shall record actual hours worked on a time sheet. Department Heads and supervisors shall review and sign all time records. The following rules shall apply to the use of time sheets:

1. All employees are responsible for recording their starting time, any unpaid breaks of 30 minutes or more during the workday, quitting time, and total hours worked for each workday.
2. All employees are not permitted to sign in more than ten minutes before their normal starting time, on a consistent basis or to sign out late after their normal quitting time without the prior approval of their supervisor.
3. All employees shall not remove a time sheet from the designated employee area or leave the premises with said time sheet.
4. All employees given permission by their supervisor to leave their job assignment for any purpose besides City business during work hours must sign out when leaving and sign in upon returning to work.
5. An employee failing to properly sign his/her time sheet must have it immediately approved and initialed by a supervisor or Department Head to insure payment for hours worked. Failure to properly record hours worked may result in not being paid for those hours in question on the time sheet. Continued non-compliance may result in disciplinary action.
6. No unauthorized representative/employee shall mark on another employee's time sheet. Employees that alter another employees' time sheet shall be subject to disciplinary action.
7. For non-exempt employees, all work time must be recorded. Non-exempt employees should never, under any circumstances, work “off the clock.”
8. If you have any questions about what activities constitute paid work time, you should ask your supervisor or the Human Resources Department.
9. Falsifying a time record, by either over or under reporting time, is misconduct which will be subject to disciplinary action, up to and including termination.

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 only apply in situations where creative work schedules will accomplish both work and personal goals and provide appropriate coverage for individual department operation.

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. Some employees, due to family or personal obligations or preferences, work very early in the morning and leave earlier in the afternoon. Other flextime employees may prefer or need to start later in the day and work into the evening.
- Compressed workweeks in which an employee works 10 hours per workday, reducing the workweek to four days a week.
- Compressed workweeks in which an employee works nine-hour workdays Monday through Thursday and four hours each Friday.

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 if 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 TRAINING

Employees are encouraged to take advantage of the education and training benefits offered to employees of the City to improve their job skills and qualify for promotions. These benefits are limited to training and education that are relevant to the employee's current position or determined by management to provide them with expanded skills and abilities to contribute to the goal 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 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 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 at conferences, seminars, workshops, or other functions of a similar nature that are 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 deadline for registration. 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, based on the Department Head's recommendation, will determine who will attend training sessions based upon verification of available fiscal resources.

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

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

B. Training Reimbursement Agreement

Employees in certain positions involving considerable investment of equipment and training expense will be required upon hire to sign a training reimbursement agreement which will specify terms and conditions for repayment should an employee voluntarily leave employment prior to the terms of the agreement. The Director of Human Resources is authorized to execute the training reimbursement agreements on behalf of the city.

8.5 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 serves as Chairman of the Safety Committee and is designated as the City Safety Director for coordination and purposes of reporting to OSHA and 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 problems and carry out each work assignment or task in a safe and responsible manner. If an accident occurs, the employee is required to immediately complete an employee's report of accident/injury and report the incident immediately to management.

2. The employee is responsible to cease work immediately and cause the stoppage of work of other employees if the operation of unsafe equipment or 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 to work in an unsafe work site or operate unsafe equipment until the unsafe condition has been properly addressed.
4. Failure to report properly an unsafe condition or piece of equipment 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 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 their 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.

8.6 PERSONAL CONDUCT

All employees of the City of La Vergne play a vital role in shaping the perception and reputation of our community. Each individual'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 engaging in actions that could be seen as unfavorable or harmful to the City's image, and ensuring 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.

8.7 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, and 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 80 degrees Fahrenheit. Uniforms to include 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 fire-fighters, there will be an allowance allotted for those employees required to wear uniforms and is specific to their respective departments.

C. Administrative Personnel

1. Administrative personnel are expected to dress in a manner that is professional and project a positive image of the City.
2. Only for special events sponsored by the city, if the forecasted temperature in La Vergne for the day is to exceed 80 degrees Fahrenheit, the City Administrator can approve the wearing of shorts. Shorts cannot rise higher than 2 inches above the knee while standing and follow the established 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 areas. 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 in a professional and modest manner. 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 standard of professionalism and respect 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. On these designated casual days, employees can opt for sports jerseys, T-shirts, and blue jeans. However, jeans should be in good condition, without tears or fraying. Please note that other clothing restrictions mentioned earlier still apply on these days.
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.

8.8 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 find it necessary and only after permission is granted by the employee’s supervisor 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 for the availability of 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 that 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 to be completed by law enforcement. 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 incurred involves another party or damage to private property or other public property, the employee will request an officer from the La Vergne Police Department or other appropriate law enforcement authority, to complete an accident report that describes in sufficient detail the accident incurred.

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 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 one authorized to drive the city's vehicle. Under no circumstance 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 re-certification of the license. Failure to do so will result in corrective action, up to and including separation of employment. A periodic review of employees' driving records will be conducted by the City of La Vergne.

H. Traveling on Official Business:

Travel 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 is 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 payment of all fines and fees related to traffic violations incurred. These payments are non-reimbursable with the City of La Vergne.

J. Good Judgment:

City employees are expected not to abuse the use of City vehicles and to use good sound judgement in the use of City vehicles after hours, on holidays, and on weekends recognizing the fact 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.

8.9 ATTENDANCE AND PUNCTUALITY

Consistent attendance is crucial for City employees. However, the City acknowledges that unforeseen circumstances can lead to absences. For such instances, a range of leave options are 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.

8.10 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 which authorizes the use of strikes by municipal employees.

8.11 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) are 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 strictly for fund raising purposes may only be allowed. These materials may not be distributed and may only be left in common or breaks areas for viewing at the employee's leisure.

8.12 PERSONAL PHONE CALLS

Using the office telephone during regular work hours for calls of a personal nature, except in emergency cases, is discouraged. Personal calls that must be made or received during business hours are permitted if they are held to a minimum and do not interfere with the employee's work. Calls should be made during breaks or lunch time when possible.

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

8.13 CELL PHONE AND DEVICE USE

A. Personal Cell Phones and Devices

Employees should keep 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 employee use of a personal cell phone causes disruptions or loss in 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 are using their personal cell phones or devices for purposes of conducting City business, their personal devices may be subject to retrieval and search by the City and/or by 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 on-going communication due to management responsibilities, field operations and emergency response purposes. 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.

~~Limitations will be placed on monthly reimbursements for cell phone use, and reimbursement beyond the budgeted amount generally will not be permitted.~~

The employee should limit personal usage of City-issued phones to calls that are essential. 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 at any time records 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.

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 during the refueling of 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.

8.14 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 that contain prohibited material may be grounds for disciplinary actions.

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 from 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 have no expectation of privacy with respect to usage of City electronic systems and equipment. The City of La Vergne reserves the right to read the contents of e-mail messages or listen to the contents of voice messages for any purpose. Computer, computer files, e-mails and internet usage may be monitored, searched, and reviewed by the City or its agents at any time. Employee violations of any of the provisions outlined in this policy may subject an employee to disciplinary action.

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

Keep in mind that the city's computers, 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.

8.15 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 such as buildings, equipment and City Owned vehicles. All employees who operate City owned vehicles are prohibited from smoking and chewing tobacco products in the vehicle or piece of equipment. This includes other occupants that may be being transported in the 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 use of e-cigarettes ("vaping" or "vaporizing"), as well as to use of all tobacco products including dipping and chewing tobacco.

8.16 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 that 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.

8.17 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.

8.18 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City of La Vergne provides an EAP to all employees and their dependents both full-time and part-time. Management may recommend use of the EAP to provide employees with assistance in addressing personal and work related problems. EAP providers follow strict confidentiality guidelines as outlined by federal law. Your EAP provides you with immediate and confidential help for any work, health, or life concerns. They provide help with stress, anxiety, parenting advice, family needs and much more. See your Human Resources department for more information. Don't hesitate! You'll be surprised how they can help you.

8.19 PERSONAL ELECTRONIC RECORDING DEVICES

Personal electronic recording devices are prohibited.

8.20 SOCIAL MEDIA POLICY

Social media describes various forms of electronic communication that allow users to create and share content, create and participate in virtual communities, participate and register for events, share comments, text chat, and video chat or otherwise interact with both known and unknown persons 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 allows public and private enterprises (including the City) to develop and enhance their brands, inform the public about their services, and interact with and provide information to their customers in immediate and valuable ways. Social media also provides individuals with opportunities for personal expression and communication.

The City acknowledges employee rights to privacy and free speech that may protect social media activity conducted by its employees. The City has no desire or intention to intrude into, restrict, or censor the private and off-duty social media activity of employees. However, employees must keep in mind that, even in their personal social media activity, they may be perceived by the public to be representing the City, and that their online statements may negatively impact their City co-workers and customers and may be detrimental to City operations. Employees should be aware that inappropriate or irresponsible use of social media, including personal social media activity, may be deemed to violate City policy and lead to disciplinary action, up to and including termination. The purpose of this policy is to provide guidelines for City employees with respect to social media usage. 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 created to establish, develop and maintain the City’s social media presence, and to communicate with customers and the public using on-line 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, web broadcasts, 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. Violation of these policies with respect to use of official City websites and social media accounts may lead to disciplinary action, up to and including termination.

B. Rules and Guidelines for Social Media Activity

The following guidelines apply to all social media activity by City employees, including personal social media activity.

1. Employees may not engage in personal social media activity during work time. This includes use of City equipment and systems as well as use of employee’s personal devices for purposes of engaging in social media activity. Employees should keep in mind that the City retains the right to monitor the usage of its equipment and systems (including internet usage) by employees, with or without notice.
2. Employees may not create a social media account using their City work email address.
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 his or her job duties related to customer service, corporate communications, or marketing.

4. If an employee receives a request for public information via social media, the requestor 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 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 constitutes 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 kinds of information constitutes confidential and proprietary information under this policy, please discuss 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 which impairs or is disruptive of workplace operations or interferes with 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 which 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 such workplace issues through City internal channels rather than addressing such issues 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 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 ones 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 engaging in free expression with the interest that the City has 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.

8.21 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 deciding. Official notification will come from the City Administrator and will be sent by email, posting on the city website or the city's Facebook page.

A. Inclement Weather without Official Closing

Inclement weather usually does not warrant closing 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 or personal time off (PTO) leave. If you have no accrued vacation or PTO leave, then the time is charged as leave without pay.

If you make the effort to report on time and report within a reasonable period of time (based on the circumstances of the event), you will not be required to use leave for that absence. Your supervisor will determine if you must use accrued leave for late arrival.

B. Official Closings due to Inclement Weather or other Non-Weather Emergency

The City Administrator will decide if city offices will be closed on normal workdays during inclement weather. Closing information will be sent by email, posting on the city's website or the city's Facebook page. Each department should develop a notification process for their employees.

- If you are scheduled to work during an inclement weather closing, you will receive administrative 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 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 with pay and will not have to charge that time for your leave.
- If you are an exempt employee who must physically report to work, you will receive comp time for the hours worked over and above 40 hours during the work week. This excludes remote working or working from home unless approved by the City Administrator.

CHAPTER 9 - WORKPLACE HARASSMENT AND VIOLENCE

9.1 DISCRIMINATION AND HARASSMENT PROHIBITED

The City of La Vergne will not discriminate with respect to decisions regarding hiring, termination, or any terms and conditions of employment based on race, national origin, religion, genetic information, pregnancy, age, military status, sex, 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. 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 or discrimination will be tolerated. This policy applies to all City employees, elected officials, appointed officials, part-time/temporary employees, and contractors.

9.2 SEXUAL HARASSMENT

Sexual harassment, which is harassment directed at an individual because of his or her gender, is one form of harassment prohibited under this policy. The City of La Vergne will not tolerate sexual harassment and prompt action will be taken to investigate and resolve sexual harassment 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 or 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.
- Ensuring all written or digital communications, like emails or messages, remain professional and free from derogatory or suggestive content.

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.

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 any City-sponsored event, program, or activity. 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 adopted policies of the company.
- 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 whether you observe others engaging in or being subjected to such conduct.

Employees should co-operate 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 violation of this policy. Retaliation is *any* act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

F. Training for Supervisors and Employees

From time to time The City may require all supervisors and employees to undergo training on abusive conduct prevention. 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.

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, City Administrator, or Board of Mayor and Aldermen, the City Administrator may designate another investigator, possibly 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 that may have relevant information. An investigative 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, a demotion, or a termination of employment depending upon the severity of the matter and circumstances surrounding the incident (s). A written record of disciplinary actions shall be maintained by the Human Resources Department in the employee's personnel file.

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

In cases where harassment is committed by a non-employee against a City employee in the workplace, the employee is obligated to report such 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 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; fully and truthfully make written reports or verbally answer questions when required to do so by an investigator. Employees are to refrain from making bad faith accusations of harassment.

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 or attempting to interfere with any departmental investigation. False allegations or statement made during the course of any investigation will be dealt with on a case-by-case basis, and depending on the outcome, may include disciplinary action.

9.8 WORKPLACE VIOLENCE

The City of La Vergne is committed to preventing workplace violence and to maintaining a safe work environment. Employees and customers are to be always 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 in 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 secured and out of sight in their locked personal vehicles, in accordance with requirements of 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 that is in violation of this policy will be subject to prompt disciplinary action up to and including termination.

Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. The City is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns. Employees have the right to file a police report at their own discretion.

9.9 ACCOMMODATION OF DISABILITY AND PREGNANCY-RELATED CONDITIONS

The City is dedicated to supporting employees with physical or mental impairments, including pregnancy-related conditions. If you need job adjustments, contact Human Resources. We'll aim to provide reasonable accommodations, such as modifying workspaces or duties, without causing undue strain on City operations. Each request will be evaluated individually. Keep in mind, accommodations are typically temporary and won't permanently change core job responsibilities. Attendance and adhering to City policies remain essential for all roles.

The HR Director will assess accommodation eligibility and potential solutions. During this process, employees should actively cooperate with HR and might need to provide medical documentation. All medical details remain confidential. If accommodations are not feasible, the employee will be notified. Remember, regardless of any accommodations, all employees are expected to meet job standards and follow this Handbook's guidelines.

9.10 REASONABLE ACCOMMODATION FOR RELIGIOUS BELIEFS

The City aims to create a workplace that respects and considers employees' diverse religious beliefs, balancing these with operational needs. If a job responsibility goes against an employee's religious practices or beliefs, they can ask for a reasonable adjustment. To do this, reach out to the Human Resources Department. The Director of Human Resources will collaborate with the employee to see if an adjustment can be made. It's essential for the employee to provide all the necessary details about 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 and the following Friday
Christmas Eve	December 24 th
Christmas Day	December 25 th

B. Holiday Eligibility

To qualify for holiday pay, employees must be in a paid role or on approved leave both the day before and after the holiday. If an employee takes sick leave on either of these days, they need a doctor's note to claim holiday pay. Those on workers' compensation are viewed as being on paid leave. If a holiday falls on an 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. Exempt employees working on a holiday will receive holiday pay as outlined in Section 7.8.

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 individual from Human Resources 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 staffing requirements for the department.

A. Vacation Leave Accrual

The following chart outlines the vacation accrual rate based on the number of 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 worker's

compensation or short-term disability are considered in 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 from year to year. The maximum amount of vacation leave that can be carried over for a Fire Department, 56-hour Employee, is 336 hours from year to year. Any leave in excess of the maximum accrual must be utilized by December 31st of each calendar year or those hours will be converted to personal time off (PTO) hours.

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 shall be requested in writing at least 24 hours in advance of the requested date. In an emergency situation, however, a verbal or written request for leave may be approved by the supervisor if contact is made prior to the beginning of the workday by the employee. Employees may not use vacation leave for more than three (3) consecutive weeks unless the employee is on FMLA leave or unless approved in advance by the City Administrator.

If two employees request vacation for the same period, preference will be given to the employee who submitted the request first. Leave will be granted on a first come, first serve basis. If the

absence of both employees would not interfere with the normal operations of the department, the Department Head has the option of scheduling both employees for the same or overlapping vacation period.

C. Pay In-Lieu of Vacation

Pay in-lieu of vacation may be permitted, if approved by employee's Department Head and the City Administrator. The maximum number of hours that can be paid in-lieu of vacation, per calendar year, shall be eighty (80) hours. In order to be paid for forty (40) hours of pay in-lieu of vacation, the employee must have already taken a minimum of forty (40) hours of vacation time off during that calendar year. In order to be paid for eighty (80) hours of pay in-lieu vacation, the employee must have already taken a minimum of eighty (80) hours of vacation time off during that calendar year. Only forty (40) hours of pay in-lieu of vacation can be paid during the months of January through June and only forty (40) hours of pay in-lieu of vacation can be paid during the months of July through December.

D. Vacation Compensation upon Termination

Employees who resign with sufficient notice, or who are terminated for reasons other than criminal misconduct, are eligible to receive any accrued, unused vacation hours in one lump sum payment on their final check. If an employee resigns, they may not use their vacation during the 14 calendar day notice or during the four (4) weeks of notice for Department Heads. Notice may be waived at the discretion of the Director of Human Resources. The City Administrator may waive the notice requirement for Department Heads.

E. Employee Birthday

An employee who has worked for the City at least three (3) months is allotted an additional day of paid leave during the calendar year in honor of their birthday. This day may be taken after departmental approval. This day off can be taken 7 calendar days prior or 14 calendar days following the actual birthday.

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 to be used 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 at the same time are cautioned against abuse of 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, 56-hour Employees, shall accrue at the rate of five (5) twenty-four (24) hour shift (120 hours) per year. Employees can continuously accrue sick leave hours, and there is no limit on the number of sick leave they may accrue, but the 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 accrue if an employee is on leave without pay or suspension without pay. Employees who receive payments from worker's compensation are considered in paid leave status and are eligible to accrue sick time.

Sick leave credit shall not accrue for hours worked in excess of an employee's regular schedule. Temporary and part-time employees are not eligible for the accrual of 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. Employee is 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 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.

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 for 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 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 his/her supervisor or other appropriate person as soon as possible but at least prior to the start of the workday in which the employee will be absent. Department Heads may set more stringent reporting requirements if necessitated by the nature of the job. 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 advance 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, a Department Head can request this documentation.

For extended illnesses, a doctor's note is mandatory. Also, after missing more than two consecutive workdays due to illness, a note from the doctor confirming the employee's fitness to return is needed. 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 other allowed uses as provided above, the employee must provide written evidence to document 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 56-hour Fire Department staff get one 24-hour shift as PTO 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 PTO yearly. 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 working 56-hour weeks get one 24-hour shift for bereavement. Section 2 lists who qualifies as "immediate family". The Director of Human Resources will determine if more bereavement leave is needed based on the situation.

If a family member passes away who isn't in the "immediate family" category, the employee gets one (1) day of bereavement. For clarity this refers to aunts, uncles, nieces, and nephews.

If additional time off is needed for bereavement, employees can use their sick leave, but they need approval from both the Director of Human Resources and the City Administrator.

10.7 WORKER'S 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 benefit and receiving any injury leave.

City employees who experience work-related injuries or illnesses might be eligible for compensation via the State Compensation Insurance Fund, in line with the Tennessee Worker's Compensation Act. This fund compensates up to 66.67% of an employee's weekly wage after a disability period of seven (7) days. The City follows state law guidelines and doesn't determine worker's compensation benefits. From the eighth day of disability, compensation begins.

Employees will get their regular pay minus the worker's compensation. They must inform the Human Resources Department about all compensation benefits they receive. Employees can't combine their pay with leave benefits to earn more than 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 health care provider, and Workers Compensation, if relevant. If finding a suitable role becomes challenging within the original department, 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.

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 due to injury or sickness. 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.

C. Medical Networks

1. The network shall 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 appropriate specialty within the network if they dispute 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

It is necessary for every employee in the City of La Vergne to have a job description on file defining both the essential and non-essential job functions. Each description must clearly detail in writing the essential job duties and tasks required.

Job descriptions are used during workers' comp claims to alert the physician of what kind of physical conditioning is expected of the employee once he/she returns to work. Providing a proper job description allows the physician to prepare the injured employee more properly for rejoining the workforce. Without a clear detailed description of the injured employee's tasks, the physician may be more cautious and extend the length 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.

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 that the employee will be able to 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 which 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 offers up to four 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 the leave, employees will get their original job or a similar one. However, this is only for those who plan to come back 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, go through Sections 10.10 and 10.11 closely and reach out to Human Resources for 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 utilize any accrued paid leave (like 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 the 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 leaves due to medical issues linked to pregnancy or childbirth, employees can apply according to 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, 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"). With regard to 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 which necessitates that leave begin 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) month's 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 to the Family and Medical Leave Act (FMLA), the City grants eligible employees up to twelve (12) weeks of FMLA Leave within a year for the following reasons:

1. Welcoming a new child through birth, adoption, or foster care placement.
2. Addressing the employee's own significant health issues.
3. Caring for a child, spouse, or parent with a severe health condition.
4. Navigating challenges arising from a spouse, child, or parent being summoned to, or notified of potential, active military duty.

Moreover, family members - including spouses, children, parents, or the next of kin - of military service members can take up to twenty-six (26) weeks of FMLA Leave to care for a service member who's been injured or is ill. This provision covers members of both the Armed Forces and the National

Guard or Reserves who are receiving medical care, therapy, or recuperation for a critical ailment or injury.

B. 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 backwards 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.

C. 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.

D. Eligibility

To be eligible, an employee must be employed for at least twelve (12) months by the City of La Vergne and have worked at least 1,250 hours annually (24 hours per week) for the City during the past twelve (12) months. Employees must also work at a location where at least 50 employees are employed by the employer within 75 miles.

E. 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.

F. 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 mid-wives and clinical social workers, or
- any health care provider recognized by the employer or employer’s group health plan benefits manager.

G. Medical Certification

An employee requesting FMLA leave for his or her own, or a family member’s, serious health condition, will be provided with medical certification paperwork which must be filled out by the applicable health care provider and returned to the Human Resources Department within fifteen (15) days. The employee’s health care provider must clearly and fully fill out the medical certification paperwork, answering each question presented pertaining to nature of the serious health condition and the amount and type of leave needed. Deficient FMLA paperwork will be returned to the employee to bring back to his or her health care provider for further information and/or clarification. It is the responsibility of the employee, not the health care provider, to ensure timely return of fully completed FMLA paperwork. The employee’s failure to timely return fully completed FMLA medical certification paperwork may result in delay or denial of job-protected leave, which may result in intervening absences being treated as unexcused and subject to disciplinary action.

Upon receipt of FMLA medical certification paperwork, the City may require a second and/or third opinion, at the City’s expense. The City may also require an employee to provide re-certification of a serious health condition in certain circumstances.

H. 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. If the need for FMLA leave is not foreseeable, the employee must give notice as soon as possible.

I. Paid Leave

FMLA leave is unpaid; however, if an employee has accrued paid leave available, he or she will be required to use any such leave concurrently with FMLA. When all accrued paid leave has been used, the remainder of the FMLA leave will be unpaid.

J. 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 FMLA-eligible and absent from work due to reasons 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.

K. 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 reasons for the FMLA leave, outside employment, or other outside activities, which indicate that an employee has misrepresented the need or reasons for leave, may be subject to investigation by the City. Such an investigation may lead to a request for recertification of leave. If misrepresentation or fraud by the employee is found, the employee may be subject to disciplinary action, up to and including termination.

L. Employee Reporting

While on leave, the employee is required to report their status weekly 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 a request for additional leave as soon as possible in advance of the current leave expiration date.

M. Fitness-for-Duty Certification

Employees on FMLA leave based on their own serious health conditions may be required to present a Fitness-for-Duty ("FFD") certification from their health care provider prior to 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 his or her 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 health care provider can address 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 restoration to employment until an 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 as often as once every thirty (30) days. If such FFD exams may be required, the employee will be informed at the time FMLA leave is designated.

N. Benefits During Leave

During the period of FMLA leave, the City will maintain with continued required contributions from the employee, the employee's single health, dental and vision coverage only under the group health plan. The employee must pay any dependent health, dental, and vision insurance or supplemental insurance premiums that are due during the period of leave. If the employee uses accrued sick, vacation or compensation time and is on "paid" leave, these premiums will be deducted from his/her paycheck as per normal procedures. Any employee not in a pay status must make premium payments on the first of each month that he/she is on leave.

O. Reinstatement

Employees taking leave under this Section will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms upon their return to work.

Under specified and limited circumstance where restoration to employment will cause substantial and grievous economic injury to its operations an employer may refuse to reinstate certain highly-paid "key" employee after using FMLA leave during which health coverage was maintained. A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

P. Reimbursement of Health Benefits

If an employee fails to return to work once the leave period is over, the City shall be entitled to recover the cost of the health premiums that the City paid during periods of unpaid leave. This provision only applies if the employee is physically able to return to work and chooses not to do so. It does not apply to “key” employees who are denied restoration under FMLA, or to any employee who is unable to return to work at the end of his/her family leave due to circumstance beyond the employee’s control such as “the continuation, recurrence or onset of a serious health condition.”

Q. 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 entitlement 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.

R. 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 requirement 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 a 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 on a periodic basis to evaluate 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 taken into account, the City retains the discretion to select from among equally effective solutions, considering factors like cost and organizational impact. Should a request be denied due to undue hardship, the Human Resources Department will provide a written justification, weighing factors like 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 typically will be made by the Human Resources Department and will be 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 who are called for jury duty are required to notify their Department Head as soon as possible. Leave with pay will be authorized in order that employees may serve on jury duty. Employees must provide their supervisor with documentation of the time spent on jury duty. Employees will be paid their regular pay while on jury duty. Employees retain 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 are 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 in excess of 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 the dates for training and travel time in advance.

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 re-employment within ninety (90) days of release from active duty or hospitalization continuing after discharge for a period of not more than 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 the provisions of 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 in 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. In the event that there is no difference in pay, or that 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 pro-rated 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 official leave to attend court on City related business because of 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 of having rendered the service required for the 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 on a non-City related business matter must use vacation for any time during which he/she would be scheduled to work. An employee will not be paid his/her regular wages unless testimony is dependent on his/her observations or actions while acting in their capacity as an employee of the City of La Vergne.

10.16 ADMINISTRATIVE LEAVE

Upon recommendation of the employee's Department Head and review by the Human Resources Department and approval of the City Administrator, employees may be authorized 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 after the investigation it 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 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 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 worker's compensation payments are not required to use accrued annual leave or comp time for the balance of the wages not paid by worker's compensation as per Section 10.7. Leave without pay may also be used as a disciplinary measure.

Employees granted Leave without pay 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 which affects his/her position. Should this occur, the employee shall be notified. Refer to Section 5.3.

Vacation and sick leave will not accrue if an employee is on Leave without pay for more than 50% of a month. An employee who is on Leave without pay for less than ten (10) days may continue to receive health insurance coverage by paying the employee portion of the premium in advance or by payroll deduction. An employee who is on Leave without pay for more than ten (10) calendar days may continue to receive health insurance coverage by paying the full amount of the monthly cost of such insurance to the City in advance of the month for which coverage is to be provided.

10.18 ABSENCE WITHOUT LEAVE

If an employee is absent without prior notification to their supervisor, or if the reason for their absence isn't deemed satisfactory, the absence will be classified as an "absence without leave." Alongside any potential disciplinary measures, the employee's bi-weekly pay will be reduced by an amount equivalent to the hours marked as absence without leave.

During an absence without leave, employees will not accumulate vacation or sick leave. If an employee is absent without leave for three consecutive days, unless previously approved by the City Administrator, this will be deemed an automatic resignation due to lack of proper notice.

Unapproved absences, even if they lack a satisfactory explanation, will not alone serve as a basis for termination.

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 provide for donation of sick leave to assist an employee who has exhausted all accrued leave and who has no other paid leave options available. This leave may be granted in the event of a catastrophic illness of the employee or 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 of time 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 in order 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, however 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 certification from the city 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 who have users of the SLB and may need temporary replacements, but do not have adequate budget since they are being charged for the employee using 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 submits his/her resignation from the city while receiving shared leave will not be paid for any further donated and unused share leave from the point 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 while in employment service to the city.

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 regular employees working at least 40 hours per week, an opportunity to participate in the City 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 on an annual basis by the Board of Mayor and Aldermen, upon 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 rate change provided by the insurance carrier or agent.

11.3 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 sign 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. Employees should contact the Human Resources Department for a copy of the Plan.

11.4 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.

11.5 WORKER'S COMPENSATION INSURANCE

The City is a participating employer under the Tennessee Worker's 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 accident and injury will be reported to the Human Resources Department and City Administrator to insure proper reporting of accident incidents, medical and related expenses, and proper addressing of safety issues if warranted. Reporting will be made on the Tennessee First Report of Injury by management then 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 released back 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.

11.6 PAYROLL DEDUCTIONS

The City of La Vergne does require that all employees' payroll will be processed through direct deposit only. The employee may allow payroll direct deposit or deductions on their paychecks, by submitting authorization in writing to the Payroll department. 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, only dependent child's 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 which 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 as long as you qualify for said coverage, unless prompted by a qualifying event.

These restrictions are specifically for 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.

11.7 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 the instructions and timelines mentioned therein to guarantee uninterrupted coverage. This provision acts as a safeguard, aiming 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.

For any questions or clarifications regarding this chapter, please direct inquiries to the City Administrator.

CHAPTER 13 - DISCIPLINE AND GRIEVANCE PROCEDURES

13.1 DISCIPLINE

Maintaining discipline is essential for the smooth functioning of any organization. The collective respect and self-discipline of City employees ensures 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 not following established rules, written guidelines, or 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, like inappropriate cell phone usage or unauthorized recording, will also lead to disciplinary actions. 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, considering 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 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, might result in stricter disciplinary actions, 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. Minor violations of safety protocols.	Moderate Offenses: Repeated minor safety violations. Causing minor harm due to negligence.	Major Offenses: Serious breach of safety protocols leading to 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.

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.

13.4 GRIEVANCE PROCEDURES

A. Grievance Procedure

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 obliged to bring safety issues to the attention of 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 wishes 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 meet with the Department Head initially. 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 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 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 as to any corrective action to be taken in response to the initial grievance filed by the employee. If no action is taken by the Department Head 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 date of completion.
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 from 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 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 set forth fully the concerns of the employee and suggested remedies to address the grievance matter. 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 as to any corrective action to be taken in response to the initial grievance filed by the employee.
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 the department head conduct another hearing that properly takes into account facts surrounding the matter and/or follow 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 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 in a manner that ensures the safety of the employee and citizens of La Vergne. The intent of this program is to standardize how accidents are handled throughout the City. All accidents resulting in property damage, personal injury to employees or citizens, city owned property or property of others, shall be investigated and the required reports submitted. A copy of those reports must be submitted to the Director of Human Resources.

A. Authority to Investigate

1. The on-duty supervisor, department director, or Director of Human Resources shall guarantee that all accidents involving City of La Vergne vehicles and/or equipment are investigated and reported as required.
2. The Director of Human Resources is responsible for making sure all necessary investigative reports are completed and forwarded to the Accident Review Board for the next monthly review.

B. Accident Review Board

1. The Accident Review Board is intended to be the “investigating body” for the City. The Board will review all accidents to make recommendations to department Directors to prevent future incidents. This review applies to all departments except the independent investigation of pursuits within the La Vergne Police Department. In the event an accident is deemed by the Board as “Preventable”, the affected employee will be notified by the department Director. A hearing will be scheduled, and the employee may be present when their accident is being reviewed to offer explanations or witnesses. It is the employee’s responsibility to notify the Director of Human Resources of all people who attend at the employee’s request.
2. Some members of the Board may be prohibited from serving during the accident review:
 - a) Members of the Accident Review Board that have been involved in the accident are scheduled to be reviewed.
 - b) Direct supervisors of the employee involved in the accident.
 - c) Other situations where conflicts of interest may exist.

C. Documentation

The following documentation is required in order for the Accident Review Board to conduct a thorough and fair review of the accident:

1. Accident/Injury/Loss Report: This report, after being completed, will be reviewed signed and dated by the employee’s supervisor. After review, this will be forwarded to the Director of Human Resources.
2. Tennessee Uniform Traffic Crash Report: City of La Vergne Police traffic crash report (if applicable).
3. Photographs: Any photographs, or recorded video, taken at the scene of the accident must be sent to Human Resources Department for inclusion with the file to be presented to the Accident Review Board.
4. Maintenance Records: In the event that the driver/operator of a vehicle (or piece of equipment) states that the accident occurred as a result of any type of mechanical failure, it is required that the vehicle (or piece of equipment) be checked and/or tested immediately by the Fleet Manager or Director of Public Works. After inspection, the results will be forwarded to the Director of Human Resources.

D. Procedures

1. The Accident Review Board will review all available documentation and determine if the accident was preventable or non-preventable on the part of the employee.
2. If the accident is determined to have been non-preventable, no disciplinary action will be recommended.
3. If the accident is determined to have been preventable, appropriate action will be recommended in accordance with the measures outlined in the next section.

E. Definitions

1. **Negligent:** Careless, lax, inattentive (e.g., negligent act). The failure to use a reasonable amount of care when such failure results in injury or damage to another person or property.
2. **Non-Contact Incident:** An incident involving a City of La Vergne vehicle and/or equipment operator whereby no vehicle contact is made, however it is shown that our vehicle or operator contributed to the accident.
3. **Accident:** Any occurrence resulting in personal injury or property damage to a City employee, City property, private individual or private property. This will include (but not be limited to) traffic accidents, property damage, and non-contact incidents.
4. **Preventable Accident:** Any accident that results in property damage or physical injury that could have been avoided by appropriate action taken by the employee.
5. **Violation:** Infringement or breach of law, rule, right, etc.
6. **Vehicle:** A device or structure for transporting persons or things; a conveyance. For the purpose of this program, vehicle will include the following: Motor Vehicles (cars, trucks, and fire apparatus), Heavy Equipment (backhoes), etc.
7. **Equipment:** Shall include (but not be limited to) the following: Trailers, Mowers, or any other equipment not designed to be operated on a roadway.

F. Disciplinary Action

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. It is important to note that the Review Board itself does not administer disciplinary action. Ultimately, the authority to administer disciplinary action lies with the Department Director and/or City Administrator. The Accident Review Board will make recommendations of action, based upon a points system, to the department Director. Points will be imposed for contributing factors to the accident and credited for such items as good driving record and extenuating circumstances.

G. Appeals

Employees who receive disciplinary action for preventable accidents may appeal the action to the City Administrator in accordance with the applicable appeals process set forth in the City of La Vergne Personnel Policies and Procedures Employee Handbook.

CHAPTER 14 - TITLE VI AND VII COMPLIANCE

14.1 TITLE VI COMPLIANCE STATEMENT

The City of La Vergne is committed to upholding and enforcing the provisions set forth in 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 that the City remains in compliance with the evolving interpretations and guidelines related to 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 includes but is not limited 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 is representing, or conducting business for, the City of La Vergne and is to include but not be 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 impact an employee's decision-making, judgment, and ability to safely operate equipment. 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 are required to inform the City of La Vergne in writing within three days of the conviction. Upon receiving this notification, the city will respond accordingly within a 10-day window. 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's 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 and include but are 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 Administrations' (SAMHSA) mandatory guidelines for workplace drug testing which include having a Medical

Review officer 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 produce a negative test.

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 also is used when an employee has been offered a promotion. If the employee tests positive, the offer of the transfer or promotion is withdrawn, and the employee usually is required to participate in rehabilitation as previously described in this policy.

C. Random

1. All employees in positions which 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 vary. Testing will be reasonably spread throughout the year and will not be conducted on a semi-annual or annual basis. Due to the large number of employees who will ultimately be covered by Random Testing, testing may be conducted at difference locations, on different days in the same month, or even in the same week, if testing is reasonably spread evenly throughout the applicable twelve (12) month period. Some may be tested more than once each year while others may not be tested at all, depending on random selections.
4. The testing will be done using a third-party drug testing company. The Human Resources department will provide a list of all safety sensitive positions with names monthly so that 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 designee shall sign each random list certifying the list 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 randomly each month.

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 is 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 him or herself, other employees or the public. Possible causes requiring a testing 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

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 referred to as post rehabilitation testing. This testing follows an employee's return to the workplace after completing 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 this result is confirmed by the MRO, it will lead to termination of employment.

C. Applicants

In the case of an applicant violating the drug-free workplace policy, the offer of employment will be withdrawn, and the applicant may not reapply.

D. Employees

~~If an employee violates the drug free workplace policy, he or she will be subject to immediate termination of employment. With the concurrence of the Director of Human Resources and at the City Administrator's discretion, he or she may be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.~~

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) are designed to 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 communication. Access to this information is limited to those who have 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 using alcohol or drugs, regardless of whether 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 utilize the Dayforce (DF) program for our timekeeping needs. 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 employees are required to utilize DF to clock in at their scheduled work time. Employees can clock in up to five (5) minutes prior to their scheduled shift start time. When an employee clocks in within this window, DF will record the employee as being on time, with payment commencing at the scheduled shift start time.

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.

If an employee clocks in after their scheduled shift start time, a five (5) minute grace 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 8:04 AM. This employee will be paid from 8:04 AM, but they will not be marked as late.

Each employee is allocated a maximum of four (4) grace period exemptions per quarter. These exemptions permit the employee to clock in within the five (5) minute grace period without being marked as late.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:04 AM. This would count as one of the employees' grace period exemptions for the quarter.

Once an employee has used all four (4) grace period exemptions in a quarter, any subsequent late clock-ins within the same quarter will escalate through performance feedback as defined in Section 13.2 of this handbook.

It is the responsibility of each employee to ensure they are accurately clocking in and out of 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 the course of their normal workday. The use of the DF timekeeping program is essential in accurately recording these meal breaks.

1. Employees will initiate their meal break on DF by clicking the "Meal Start" button at the beginning of their break.
2. Upon returning from their meal break, employees should log back into DF and click the "Meal End" button.

3. The DF system will not permit the employee to check back in from the meal break until exactly thirty (30) minutes have passed. There is no grace period for clocking back in from meal breaks.
4. Employees will be paid based on their actual clock times surrounding meal breaks. Therefore, punctuality in clocking out and back in is essential for accurate pay calculations.
5. Employees who combine their morning and afternoon paid breaks into their meal breaks need to follow the same guidelines as above, however, the additional thirty (30) minutes would be on-the-clock.

Any failure to follow these meal break procedures will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

16.3 CLOCK-OUT

All employees must clock out using the DF program at the conclusion 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. 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 according to the performance feedback as defined in Section 13.2 of this handbook.

16.4 EXCEPTIONS

In the context of this policy, an exception refers to any deviation or departure from the standard scheduled workday as outlined in the preceding sections of this handbook addition.

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, in turn, will 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 serves to ensure 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 timeclock:

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-issue 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 setup will be facilitated through a first-time access email provided by 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 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 Water Maintenance 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 matrix. Repeated occurrences may be considered a serious violation of policy and can 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 their unassigned schedule punch.

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 allowing employees to submit requests for leave 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 current.

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 that you receive all relevant communications and that your employment records are kept 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, nor does it bear any responsibility for repayment.

16.12 REVIEWING YOUR TIME SHEET

Accurate scheduling and timekeeping are essential for smooth operations at the City of La Vergne. The DF system enables employees to review their work schedules and timesheets conveniently.

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.
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**

I hereby acknowledge receipt of the City of La Vergne Employee Handbook, effective from December 23, 2023, or have been directed to the relevant website containing the City Charter and Municipal Ordinance. I recognize 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 form any contractual obligations and simply serves 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 know that I can always see the latest version of the handbook on the Employee Information Portal online.

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.

Employee Signature

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: **Resolution #2023-26** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-26

Summary:

This will approve a resolution to authorize the city to participate in the PE Partners Driver Safety Matching Grant Program.

Background Information:

This is a grant that the city typically applies for each year through our property and casualty insurance provider, PE Partners. This year, the application is for 150 driving course manuals, 6 collapsible traffic cones for the driver training course, and the purchase of annual motor vehicle record checks for employees who drive city vehicles.

Financial Summary:

The estimated cost of the items requested is \$1,912.00. If approved, the grant will pay for up to one half of this amount.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-26

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS JAMES L. RICHARDSON “DRIVER SAFETY” MATCHING GRANT PROGRAM.

WHEREAS, the safety and well being of the employees of the City of La Vergne are of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace and to increase safe driving practices for the City of La Vergne employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace and driving practices by offering a “Driver Safety” Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

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

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the “Driver Safety” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

RESOLVED this the 5th day of December, 2023.

Jason Cole, Mayor

ATTEST:

Bruce Richardson, City Recorder

Driver Training Grant Submission Received

noreply@pepartners.org <noreply@pepartners.org>

Tue 10/31/2023 8:25 AM

To: Kemishia Sadler <ksadler@lavergneth.gov>

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONGRATULATIONS! We have received your submission for the JAMES L. RICHARDSON DRIVER TRAINING MATCHING GRANT PROGRAM to PE Partners for consideration. Please review the following information; should there be any changes contact [Tahtia Mitchell](#) or you may call her at (615) 371-0049.

JAMES L. RICHARDSON DRIVER TRAINING MATCHING GRANT PROGRAM

PE Partners GRANT APPLICATION

Application Date:	10/31/2023 8:21:30 AM
Participant city (or Agency) Name:	City of La Vergne
P.O. Box Address or Street:	5093 Murfreesboro Rd
City:	La Vergne
Zip Code:	37086
Contact Person:	Kemishia Sadler
Contact Person - Title:	Grant Writer
Contact Person - Telephone:	615-287-8606
Contact Person - Email:	ksadler@lavergneth.gov
No of Full Time	265

Employees in City/Agency	
No. Employees Affected by this Purchase:	202
City/Agency Desires to Purchase the Following:	The City wishes to use grant funds to purchase (150) course manuals and (6) collapsible traffic cones to serve as props for the onsite driver training course offered to staff. A portion of funds will also be used to purchase annual motor vehicle record checks for employees who drive city vehicles.
Justification for the Needed Purchase:	The Smith System Driver Training has been a great asset to the City. Two city employees have earned instructor certifications to teach the course onsite. Classes began at City Hall in March and are on break until January. Once classes resume, updated training manuals will need to be purchased, in addition to field equipment for successful course instruction. Human Resources coordinates annual MVR checks on each employee who drives city vehicles. Checking an employee's driving history is a tool the administration uses to identify high-risk drivers and reduce liability.

Estimate #1 - Calculated Total	1912.00
Estimate #2 - Calculated Total	2017.00
Approving Supervisor - Name	Andrew Patton



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: **Resolution #2023-27** - 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 #2023-27

Summary:

This is a resolution that will declare property owned by the city to be surplus property and to direct how the property will be disposed.

Background Information:

This month, the Public Works Department is needing to empty their metal scrap metal dumpsters. These will be sold for scrap metal at a local scrap yard.

Financial Summary:

The proceeds will go to a general fund revenue account. The amount will depend on the weight of the scrap metal in the dumpsters.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-27

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		
Scrap Metal	Contents of metal dumpsters used to collect miscellaneous scrap metal found on the sides or roads as well as bad pumps, pipes, old signs and posts.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to sell these items of surplus property for scrap.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 5th day of December, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: Metal dumpster used to put scrap metal from the side of roads and bad pumps, old signs and post.		
Color:	Size (L x W x H):	
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☒ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed: scrap				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	scrap
Current Estimated Value:	N/A
Suggested Minimum Sale Price:	N/A
Location of Property:	148 International Blvd.
For more information, contact:	Doug Oakley

Department Information:

Your Name: Doug Oakley	Department: Street Department
Signature: 	Date: 11-15-2023

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: \$ _____







WARNING
KEEP OFF
Do not climb on, sit on, or stand on the dumpster. It is not designed for any purpose other than waste disposal. If you are slipping or falling, you could be injured or killed.



9-5562
7087



HARRIS
SCRAP METAL

3-9994
7086







City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEER BOARD

Beer Board

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed	Term Expires
Jennifer Maxey - Chairman	August 2020	December 31, 2025
Kevin Oliver - Vice-Chairman	August 2022	December 31, 2022
Dana Blair	November 1994	December 31, 2024
Becky Pollock	July 2021	December 31, 2022
Vacant (Anthony Honeycutt)		December 31, 2023

We have a vacancy on the Beer Board due to the resignation of Anthony Honeycutt. We have been advertising this position on Channel 3 and on Social Media, but have not received any additional applications. If I do not receive any applications by Tuesday, December 5, 2023, I will remove this item from the agenda.



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M E M O

DATE: NOVEMBER 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LA VERGNE HOUSING AUTHORITY

La Vergne Housing Authority (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, 2023
Deborah Harding	November 2023	November 30, 2025
Chuck Isbell	August 2020	November 30, 2027

We have one term that expires on November 30, 2023. Barbara McGee would like to remain on the Housing Authority. We have been advertising this position on social media and Channel 3, but we have not received any other applications.

The Mayor makes all appointments to the Housing Authority.

Current Applicant:

- Barbara McGee



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Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We continue to have two vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications. If we do not receive any applications by Tuesday, December 5, 2023, I will remove this item from the agenda.

Also, as an FYI, the term for Chuck Dillon will expire on December 31, 2023. We will contact him to see if he wishes to remain on this board. This portion will not be on the agenda for Tuesday's meeting.



City of La Vergne

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M E M O

DATE: NOVEMBER 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Hannah Baker	August 2023	December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

This is just an FYI that the term for Rhonda Umphrey will expire on December 31, 2023. We will contact her to see if she would like to stay on this committee. We will start advertising this position on Channel 3 and Social Media. This will not be on the agenda for Tuesday's meeting.



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M E M O

DATE: NOVEMBER 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: FYI - LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Jason Cole (BOMA)	December 2022	December 31, 2024
Leslie Ballard	February 2023	December 31, 2025
Carissa Benton	November 2022	December 31, 2024
Dr. Martin Burgess	December 2021	December 31, 2023
Kayla Koester	January 2023	December 31, 2025
Lacey Lantz	February 2023	December 31, 2025
Kemishia Sadler	February 2018	December 31, 2023

This is just a FYI that the terms for Dr. Martin Burgess and Kemishia Sadler will expire at the end of December. We will contact Dr. Burgess to see if he would like to stay on this committee. Kemishia Sadler will be coming off of this board. We will begin advertising these positions on Channel 3 and Social Media. This will not be on the agenda for Tuesday's meeting.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 30, 2023

Item Title: Discussion - Brookside Neighborhood Park.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments:

1. Brookside Pavilion
2. Brookside Playground

Summary:

Costs Estimate Update for Constructing the Brookside Neighborhood Park.

Background Information:

The City of La Vergne was awarded a 50/50 grant from TDEC in Sept. 2021 to construct a neighborhood park in the Brookside area. The Board of Mayor and Aldermen at that time agreed to accept the grant and the terms that were associated with it. The City has been working with Ragan - Smith to develop a site plan for this project. The estimated costs for this project have drastically increased and we wanted to bring it back before this Board for further consideration. The grant deadline is August 2025.

Financial Summary:

As of now, I believe the City's share budgeted for this project is right around \$202,000.00. We believe that this project may come in well closer to \$800,000.00. There is really no good way to get an estimate without doing a sample bid (for estimates only). Our Engineer has estimated the earthwork alone to be \$120,000.00 (rough estimate). We have received preliminary estimates for the play structures, surfacing and the pavilion. We would still need to factor in several other items (parking, trail, benches, trash cans, etc.) that will raise the costs associated with this project considerably.

Staff Recommendation:

For Discussion and Consideration



1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	City of LaVergne
CONTACT:	
ADDRESS:	LaVergne TN
PHONE:	

PROJECT TITLE:	Brookside Park
REVISION:	1
OPTION:	1

Official Quote from Great Southern Recreation

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	11/17/2023	1	Rutherford	N30	TBD

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
TS-G3034-2T-04	1	RCP 30'x34' Steel Two Tiered Clerestory Gable Shelter Includes: TN Cert Drawings. Powder Coated Steel 24 ga exposed Fastener Mega Rib. Eave Height 7'6". Roof Pitch: 4:12. All Fasteners Included	\$ 66,357.00	\$ 66,357.00
SUBTOTAL FOR EQUIPMENT				\$ 66,357.00
Certified Southern-built™ Installation				\$ 58,400.00
CONCRETE	1400	Concrete Pad of 35'x40' under Pavilion. 3500 PSI #4 Rebar with stone substrate and compacted soil	\$ 18.00	\$ 25,200.00
SUBTOTAL				\$ 149,957.00

TAX RATE	EX
SALES TAX	-

BONDS	
EQUIPMENT FREIGHT	4,450.00
SURFACE FREIGHT	450.00

TOTAL	\$ 154,857.00
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Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128



1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	City of LaVergne
CONTACT:	
ADDRESS:	LaVergne TN
PHONE:	

PROJECT TITLE:	Brookside Park
REVISION:	1
OPTION:	1

Official Quote from Great Southern Recreation

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	11/17/2023	1	Rutherford	N30	TBD

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
R3538776B	1	2-12 Age Group Climbing Structure	\$ 30,056.00	\$ 30,056.00
PC2476	1	Spin Max Climbing Tower	\$ 8,169.00	\$ 8,169.00
2123	1	Arch Swing Bay- 2 Seats	\$ 3,039.00	\$ 3,039.00
2123AB	2	Arch Swing Bay-Add A Bay - 2 Seats	\$ 1,883.00	\$ 3,766.00
4286-6G	1	6ft Bench with Back-In Ground Mount	\$ 901.00	\$ 901.00
1307	1	2-12 Safety Sign	\$ 438.00	\$ 438.00
313010	4	Traditional Swing Belt Seat	\$ 181.00	\$ 724.00
311010	1	Toddler Seat Bucket	\$ 389.00	\$ 389.00
131410	1	ADA Inclusive Seat	\$ 1,103.00	\$ 1,103.00
SUBTOTAL FOR EQUIPMENT				\$ 48,585.00
37%	Certified Southern-built™ Installation			\$ 17,976.45
SAFETY SURFACE	3213	Unitary EPDM Poured in Place Rubber Safety Surface	\$ 18.50	\$ 59,440.50
	EPDM Surface with at 3" depth with 3.5" of crushed drainage stone substrate. Colors are 50/50 Black and Standard			
BORDER	228	12" Interlocking Playground Borders	\$ 14.50	\$ 3,306.00
SITWORK		Site Grading and prep by others		\$ -
SUBTOTAL				\$ 129,307.95

TAX RATE	EX
SALES TAX	-

BONDS	
EQUIPMENT FREIGHT	4,850.00
SURFACE FREIGHT	3,300.00

TOTAL \$ 137,457.95

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128