

WORKSHOP AGENDA

Board of Mayor and Aldermen

March 28, 2024 @ 6:30 PM

For the April 2, 2024 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: February 29, 2024 Workshop, March 7, 2024 Regular Meeting, and March 20, 2024 Special Meeting.
2. Presentations:
 - A. Certificates of Recognition - LHS Boys Basketball Team. (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 #2024-04** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

6. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Request for Qualifications and Proposal - Professional Asset Management Services for the Street Department. (Presentation from Kimley-Horn)
 2. Purchase - Subscription Plan for Automated License Plate Recognition System.

- B. Approve Contract with the State of Tennessee Department of Safety and Homeland Security for Participation in the Tennessee Advanced Communications Network (TACN).
- C. Approve Agreement with Guardian Alliance Technologies, Inc. to Perform Pre-Employment Background Investigations on Applicants for the Police Department.
- D. Approve Change Order #2 for the Professional Services Agreement with Johnson + Bailey Architects for the La Vergne Fire Station #41 for Geotechnical Services.
- E. Approve Change Order #4 with Romach, Inc. for La Vergne Fire Station #41.

NEW BUSINESS

- 7. First Reading - **Ordinance #2024-05** - An Ordinance to amend the Fiscal Year 2023-2024 General Fund Budget.
- 8. **Resolution #2024-07** - A Resolution to Amend the Employee Handbook.
- 9. **Resolution #2024-08** - A Resolution Authorizing the City of La Vergne to Participate in the National Purchasing Cooperative Program.
- 10. **Resolution #2024-09** - A Resolution to Write-Off Water Department Bad Debts.
- 11. Motion to Approve the New City Mission Statement, Vision Statement, and Objectives.
- 12. **Resolution #2024-10** - A Resolution to Authorize the Mayor to Execute a License Agreement with CoStar Realty Information, Inc.
- 13. Appoint or Remove Board / Committee Members:
 - A. Stormwater Appeals and Advisory Board. (Two terms expired.)
 - B. FYI - Beautification and Arts Advisory Committee. (One term expires 4/30/24.)
- 14. Discussion - City of La Vergne Road Conditions.
- 15. Discussion - Police Department Officer Shortage.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON FEBRUARY 29, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The February 29, 2024 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that the prayer will be led by Alderman Waldron and that Vice-Mayor Noe would lead the Pledge of Allegiance at the Regular Meeting on March 7, 2024.

ORDER OF BUSINESS

1. **Approve Minutes: February 1, 2024 Workshop, February 6, 2024 Public Hearing, and February 6, 2024 Regular Meeting.**

No action was taken.

2. **Public Comment Period.**

Mr. Doug Schaffer, 192 Morningside Drive, spoke about the Fire Departments, the county, and the property taxes.

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

Department reports will be given at the March 7, 2024 regular meeting. No action was taken.

OLD BUSINESS

4. **Second Reading - Ordinance #2024-03 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget., 2023. A Public Hearing will be held on Tuesday, February 6, 2024 at 6:30 p.m.)**

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA

5. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. State Contract Purchase – Rapid All Terrain Tower for the Police Department.
2. State Contract Purchase – Motorola Radios for Police Vehicles.
3. Emergency Purchase – Pump Repair for the Hollandale Sewer Lift Station.

B. Approve an Infrastructure Use Agreement with Nashville Electric Service for Attachments on NES Power Poles.

C. Approve Agreement with Salary.com.

D. Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2023-2024

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

F. Approve Agreement with the Tennessee Department of Health.

G. Approve Amendment #1 to the Grant Contract with the State of Tennessee Office of Criminal Justice Programs for the Violent Crime Intervention Fund.

H. Approve Change Order #2 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

Mayor Cole explained each item.

A discussion ensued about the Salary.com agreement. Alderman Waldron asked for this item to be pulled from the consent agenda to New Business.

No action was taken.

NEW BUSINESS

6. First Reading - Ordinance #2024-04 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget

Mayor Cole explained the ordinance.

No action was taken.

7. **Resolution #2024-05 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.**

Mayor Cole explained the resolution.

No action was taken.

8. **Resolution #2024-06 - A Resolution to Authorize the Mayor to Execute Certain Settlement Agreements.**

City Attorney Evan Cope explained the resolution. Alderman Waldron stated his concerns. A discussion ensued.

No action was taken.

9. **Motion to Approve a Lease and Operating Agreement with FiftyFoward for the La Vergne Senior Center.**

Mayor Cole explained the motion. Mr. Cope made comments about the agreement.

Parks and Recreation Director David McGowan approached the podium. He made comments about the agreement. A discussion ensued.

No action was taken.

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

A. **Senior Citizen's Advisory Committee.** Mayor Cole spoke about the Committee and vacancies.

B. **Stormwater Appeals and Advisory Board.** Mayor Cole spoke about the vacancies.

11. **Discussion – New Mission, Vision, and Values Statement for the City of La Vergne.**

Ms. Leah Presley handed out the proposed mission statement to the Board. Human Resource Director Andrew Patton explained the new mission statement. A discussion ensued.

Vice-Mayor Noe asked Public Works Director Michael Dietz to come to the podium and explain the update on the 24" water line. Mr. Dietz the updates and that the project is still in progress. Assistant City Administrator Kyle Brown made comments about the meter and the water line. A discussion ensued.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to check on their pets and the elderly.

Alderman Haas reminded everyone to sign up for baseball and softball sign ups.

Vice-Mayor Noe welcomed Finance Director Phillis Rogers back. He thanked the Driveway Group for hosting the electronics dumpster at the Senior Center on February 24, 2024, and that \$738 in donations came in.

Mayor Cole reminded everyone to go vote on Super Tuesday.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:31 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON MARCH 7, 2024, AT LA VERGNE
CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The March 7, 2024 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 Alderman Waldron. The Pledge of Allegiance was led by Vice-Mayor Noe.

ORDER OF BUSINESS

1. Approve Minutes: February 1, 2024 Workshop and February 6, 2024 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the February 1, 2024 Workshop and the February 6, 2024 Regular Meeting, 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 Christopher 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. Phillis Rogers gave the report for the Finance Department.

F. Water Treatment Plant. Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS**4. Second Reading - Ordinance #2024-03 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Ordinance #2024-03 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA**5. Consent Agenda Items:****A. Approve or Reject City Bids and Purchases:**

1. State Contract Purchase – Rapid All Terrain Tower for the Police Department.
2. State Contract Purchase - Motorola Radios for Police Vehicles.
3. Emergency Purchase - Pump Repair for the Hollandale Sewer Lift Station

B. Approve an Infrastructure Use Agreement with Nashville Electric Service for Attachments on NES Power Poles.**C. Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2023-2024.****D. Approve Annual League Facility User Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading League.****E. Approve Agreement with the Tennessee Department of Health.****F. Approve Amendment #1 to the Grant Contract with the State of Tennessee Office of Criminal Justice Programs for the Violent Crime Intervention Fund.****G. Approve Change Order #2 with Baron Construction, LLC for the Public Works and Community Development Services Facility.**

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

NEW BUSINESS**6. First Reading - Ordinance #2024-04 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2024-04 on first reading, was adopted following a roll-call vote.

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

7. **Resolution #2024-05 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Resolution #2024-05, was adopted following a roll-call vote.

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

8. **Resolution #2024-06 - A Resolution to Authorize the Mayor to Execute Certain Settlement Agreements.**

A motion was made by Alderman Haas, seconded by Alderman Waldron, to approve Resolution #2024-06.

Mayor Cole asked City Attorney Evan Cope to explain the resolution. Mr. Cope stated that the provision requested by Alderman Hobbs had been added to the resolution. Alderman Waldron asked if this was for a specific lawsuit. Mr. Cope stated this would be for any pending or future lawsuits that Public Entity Partners would pay out. A discussion ensued.

Alderman Hobbs stated her concerns about the resolution and the hire and fire authority. Vice-Mayor Noe asked about the pros and cons of the resolution. Mr. Cope explained. He stated it was the Board's ultimate decision. A discussion ensued. Alderman Haas asked about the process. Mr. Cope stated the resolution would only be for insurance company money lawsuits. He explained that any lawsuit that would be paid with taxpayer dollars would have to come before the Board. A discussion ensued. Alderman Waldron stated his concerns with the resolution. A discussion ensued. Alderman Hobbs asked if we could have special meeting. Mr. Cope stated the Mayor could call a special meeting. City Administrator Bruce Richardson explained.

Alderman Waldron removed his second to the motion. The motion was seconded by Alderman Hobbs.

After further discussion, Resolution #2024-06 failed following a roll call vote.

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

9. Motion to Approve a Lease and Operating Agreement with FiftyForward for the La Vergne Senior Center.

A motion was made by Alderman Hobbs, seconded by Vice-Mayor Noe, to approve a Lease and Operating Agreement with FiftyForward for the Senior Center.,

Mr. Cope explained the changes to the agreement. He stated that Fifty Forward's Board has to approve the agreement. He stated FiftyForward may be able to start by the middle of April 2024.

Parks and Recreation Director David McGowan approached the podium.

Vice-Mayor Noe asked Mr. McGowan to explain the changes. Mr. McGowan thanked the City Attorney's and Mr. Richardson for their help with the agreement. He explained the changes and the needs of the Senior Center. A discussion ensued.

The motion was adopted following a roll-call vote.

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

10. Appoint or Remove Board / Committee Members:

A. Senior Center Advisory Committee. Mayor Cole reappointed Mary Jane Skinner to the Senior Center Advisory Committee. The board confirmed the appointment with all voting AYE.

B. Stormwater Appeals and Advisory Board . Mayor Cole appointed Ashley Bruley to the Stormwater Appeals and Advisory Board. The board confirmed the appointment with all voting AYE.

11. Motion to Approve Salary.com.

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve the agreement with Salary.com.

Alderman Hobbs asked Mr. Cope about the motion. City Attorney Katie Driver approached the podium to explain the agreement and her concerns with Salary.com.

The motion was approved following a roll-call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron reminded everyone about daylight savings. He also reminded everyone to check on their pets and the elderly. He spoke about the agenda. He stated his concerns with the road conditions and the Police Department staff shortage.

Alderman Hobbs reminded everyone about the Easter drive-through this month.

Alderman Haas reminded everyone about the La Vergne Rescue breakfast this Saturday. She also reminded everyone about the USL softball signups and upcoming games. He thanked the Human Resource Department for the Employee Appreciation Day.

Vice-Mayor Noe made comments about the Senior Center and hopes to get it up and running full-time soon. He thanked the Public Works Department for their hard work. He made comments about the upcoming projects that the Public Works Department is working on and thanked all of staff. He also welcomed back Finance Director Phillis Rogers.

Mayor Cole reminded everyone about the Easter drive-through this month. He thanked Public Works Director Michael Dietz and Doug Oakley for their hard work on the roads. He stated if you see something, say something. He made comments about the agenda items.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 8:03 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 MARCH 20, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The March 20, 2024 special meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:33 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.

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Motion to Authorize the Mayor to Sign a Release and Settlement Agreement in the Maegan Olivia Hall v. City of La Vergne, Tennessee, Burrel “Chip” Davis, Lewis Powell, and Henry “Ty” McGowan Complaint.

A motion was made by Alderman Waldron to deny the authorization for the Mayor to sign the release and settlement agreement. The motion failed due to a lack of a second.

A motion made by Vice-Mayor Noe, seconded by Alderman Haas, to authorize the Mayor to sign the release and settlement agreement, was adopted following a roll-call vote.

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

3. Motion to Authorize the City Attorney to Dismiss the Counter Petition in the SBA Towers, IV, LLC v. City of La Vergne Lawsuit.

A motion was made by Vice-Mayor Noe, seconded by Alderman Hobbs, to deny the authorization for the City Attorney to dismiss the counter-petition in the SBA Towers lawsuit, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE

Alderman Haas
Vice-Mayor Noe

AYE
AYE

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:35 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 5. Second Reading - **Ordinance #2024-04** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2024-04

Summary:

This is a budget amendment to amend the Fiscal Year 2023-2024 General Fund Budget for the Fire Department.

Background Information:

In the Fire Department, an additional \$11,100 is needed for the tools and equipment for the new pumper. This is due to cost increases from the manufacturer.

Financial Summary:

The total amount of the budget amendment is \$11,100 for the Fire Department.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-04

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42200-944	Fire - Transportation	\$	11,100
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	11,100
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 6.A.1. Request for Qualifications and Proposal - Professional Asset Management Services for the Street Department. (Presentation from Kimley-Horn)

Department: Public Works

Presented By: Michael Dietz

Item Attachments: 1. RFQ/P - Kimley-Horn - Professional Asset Management Services

Summary:

This will approve a proposal from Kimley-Horn to provide professional asset management services for the Street Department.

Background Information:

The city requested qualifications and proposals from qualified firms to perform professional asset management services for the Street Department, particularly to develop a pavement management plan for our city streets. The qualifications and proposal are attached. Kimley-Horn will also give a presentation at the workshop.

Financial Summary:

The cost of the base services is \$61,500. Once chosen, Kimley-Horn will work with the city to negotiate the optional services that may be needed for this project. Funding for this project was approved by the Board in the current fiscal year.

Staff Recommendation:

Staff recommends awarding the proposal to Kimley-Horn.



Statement of Qualifications and Proposal

PROFESSIONAL ASSET MANAGEMENT SERVICES

March 2024

PREPARED FOR:
CITY of LA VERGNE, TN

PREPARED BY:
Kimley»Horn

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PROFESSIONAL ASSET MANAGEMENT SERVICES

COVER LETTER

March 5, 2024

La Vergne City Hall—Purchasing Office
Attn: Felicia Anderson
5093 Murfreesboro Road
La Vergne, TN 37186

KIMLEY-HORN
10 Lea Avenue
Suite 400
Nashville, TN 37210
615 564 2701

Re: Qualifications and Proposals for Professional Asset Management Services

Dear Ms. Anderson and Members of the Consultant Evaluation Committee:

The City of La Vergne understands the importance of teaming with a trusted advisor to assist with the development of an asset management program to help the community address and plan for its infrastructure and capital improvement funding. **Kimley-Horn** brings a diversified portfolio of experience, local understanding of La Vergne, and technical prowess in asset management nationwide.

We have assembled a team of top asset management and data collection specialists to partner with the City of La Vergne in the development and implementation of this Pavement Asset Management program. We have joined forces with **International Cybernetics Company (ICC)**, a firm that brings unmatched data collection expertise and equipment that is used by state departments of transportation (DOTs) and municipal agencies across the country.

As you review our qualifications, please consider the following benefits the Kimley-Horn team offers you:



Local experience backed by national expertise. Kimley-Horn combines the strength of a 120-person Nashville office with an extensive, nationwide pavement management and data collection portfolio backed by our firm's top pavement engineers. Kimley-Horn has provided assessments on more than 10,000 centerline miles of pavement and has repaired more than 200 million square feet of pavement in the past five years. Additionally, we have on-the-ground experience in La Vergne with 80+ completed or in-progress projects of varying disciplines and 340+ projects in Rutherford County. With Kimley-Horn, you get a team of national and local specialists who will bring unparalleled expertise and knowledge that will be fully at your service.



Cost-effective approach to data collection solutions. Our team members have used a variety of data collection techniques and asset management software applications in completing similar projects such as the Mt. Juliet Professional Asset Management Services project. These experiences will allow us to support the City in completing a road inventory and condition assessment using state-of-the-art equipment to establish pavement condition index (PCI) scores and provide detailed distress data to identify long-term budget needs while providing data-driven recommendations on near-term roadway maintenance and repair projects. With Kimley-Horn, you'll get a program that is effective, clear, and tailored to you.



A customized software that is flexible to your needs. Kimley-Horn's approach to software implementation focuses on first understanding our clients' pain points to help determine a solution tailored to their specific needs. From our experience, this approach yields more satisfied clients and overall lower-cost tools. With Kimley-Horn, you get software solutions focused on end-user needs that are easy to use, effective, and affordable. Our extensive experience working on similar pavement and asset management programs has allowed us to create DRIVE™, a user-friendly asset management tool that will allow the City to not only manage its roadway inventory, but also integrate other key assets.



Integration of Multiple Assets. Kimley-Horn's experience integrating multiple assets such as signs, Americans with Disabilities Act (ADA) ramps, striping, curb and gutter, and sidewalks helps better inform the decision-making process and overall planning. With Kimley-Horn, you get specialized expertise characterized by a holistic perspective to data management unmatched by other firms and asset management tools. Our team approaches each asset management program with sustainability in mind; we understand that a program's success is tied to the recognition of its value.

Within this submittal, we provide our experience and project approach. Our objective is to be sure the outcome of our work together simplifies your current workflow and brings value to your program in both the short- and long-term. I truly appreciate the time you have invested with us to assess our capabilities for this project and look forward to the opportunity to serve the City of La Vergne. If you have any questions as you review our qualifications, please contact me at 916 571 1015 or timothy.miller@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES

Tim Miller, P.E.
Project Manager

Zac Dufour, P.E., CPESC, DBIA
Project Principal

1. PAST EXPERIENCE WITH ASSET MANAGEMENT AND DATA COLLECTION PROJECTS

A. EXPERIENCE

Respondent shall provide a narrative, in two pages or less, describing the team's qualifications, as they relate to the project's scope in this RFQ.

Kimley»Horn

Kimley-Horn is a national engineering, planning, and environmental consulting firm

that specializes in transportation projects. Founded 57 years ago, Kimley-Horn offers a staff of more than 7,400 and serves a wide range of public- and private-sector clients in many disciplines from more than 120 offices nationwide. Kimley-Horn has worked with thousands of governmental agencies—including federal, state agencies, city/county governments, water authorities, metropolitan planning organizations (MPO), and public transportation agencies—on projects varying in size and scope throughout the country. Our asset management specialists have worked together to provide public agencies with their specialized insight into how data can be used to result in more productive, strategic, and effective outcomes. This allows Kimley-Horn to provide our clients with solutions to their toughest asset management challenges.

Kimley-Horn's range of skills spans across the pavement life cycle including pavement condition inspection; municipal CIP planning; conceptual and preliminary design; final plans, specifications, and estimates (PS&E); and construction support. Our national experience with implementing and updating pavement management systems, conducting pavement condition inspections, developing CIPs, and creating effective and targeted training programs makes Kimley-Horn well-suited for partnering with the City of La Vergne on this important project.

The Kimley-Horn team consists of professionals experienced in roadway pavement management programs as well as roadway design and construction. We understand the coordination efforts required to safely and effectively perform PCI surveys and implement pavement maintenance, repair, and rehabilitation strategies. We understand the practical implications of recommending treatment options that are cost-effective, appropriate, and sustainable. We are confident that practical rehabilitation treatments applied at timely periods will promote the economic benefits of the City by providing safe, reliable transportation infrastructure.

Our knowledge of the roadway design process allows us to approach pavement and asset management from a holistic, life cycle perspective.



Infrastructure Management Services (IMS), now powered by **ICC**, has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's

industry leading data acquisition technologies. ICC is one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way (ROW) asset data collection systems. In the past five years, ICC invested more than \$5M in enhancing Unify™ software suite, a streamlined program for collection, processing, and data visualization. Their advanced systems—combined with a rigorous approach to quality control—empower them to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. These actions illustrate a continued commitment to improving data quality while simultaneously reducing data collection costs for clients such as the City of La Vergne.

PROFESSIONAL ASSET MANAGEMENT SERVICES

Respondent's submittal shall include how the proposed team has worked together on past similar projects and shall include the number of years working as a team.

Kimley-Horn's proposed project team has worked on several asset management projects together and throughout the Rutherford County area. Our experience working within several different disciplines, in the local area, allows the City the reassurance that our team can get the project done with the resources and local knowledge we have gained in the last decade. The map below highlights our abundance of work, dispersed throughout Rutherford County, and our team's knowledge and diversity to help ensure your project's success.

For any subconsultants listed as part of Respondent's team, Respondent shall include information on how those named subconsultants shall function within the team's organization.

Based on our understanding of the City's data collection needs, Kimley-Horn has selected ICC as a high-quality and dependable vendor partner to collect and process pavement and asset condition data. Kimley-Horn selected ICC for the following key reasons:

- + A high technical caliber of ICC staff and principals. Project manager Tim Miller, P.E. has worked with the majority of the ICC team either as colleagues or consultant partners, and together they have established a high level of technical confidence and trust.
- + Leading-edge and reputable data collection equipment to meet the City's schedule needs and leading provider of data collection equipment to similarly sized municipal clients.

These resources enable them to always use the most current equipment components, quickly fix any maintenance issues using their large group of technicians, and easily develop new systems to meet project demands.

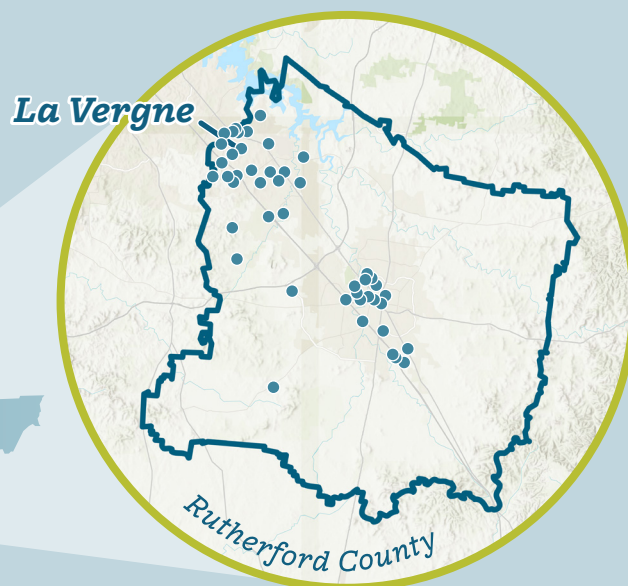
- + An innovative and streamlined data viewing and processing software tool called ICC Connect. As more technology systems are integrated into a single data collection vehicle requiring geospatial and linear segmentation continuity, ICC has turned its focus to developing a fully integrated and agile software platform to manage data viewing, data processing, and distress analysis.

In addition, Respondent shall provide a narrative description of the proposed roles of Respondent and each subconsultant, to include assignments, roles and responsibilities, lines of authority, and communication among all team members.

We have assembled a team of asset management specialists based on the needs outlined in the RFQ&P. Our project manager, **Tim Miller, P.E.** will be responsible for the coordination of all project efforts and has access to the full range of creative and technical resources available within Kimley-Horn with local support from project coordinator, **David Corley, P.E.** Deputy project manager, **Rachel Robinson, P.E.** will provide day-to-day requirements for the project. As described above, we have partnered with ICC to provide data collection services. Our proposed organizational chart on page 8 and the key personnel resumes on pages 9-20 list assignments, roles and responsibilities, as well as lines of authority and communication among all team members. ICC's signed statement confirming that they have the staff available and agree to provide the necessary services for the specific project is available on page 37.

80+
projects in *La Vergne*

340+
total projects in
Rutherford County



PROFESSIONAL ASSET MANAGEMENT SERVICES

B. PROJECT SHEETS

The following four project sheets detail Kimley-Horn's completed projects within the last five years that are similar in scope to the work outlined in this RFQ&P.

Pavement Management System Implementation

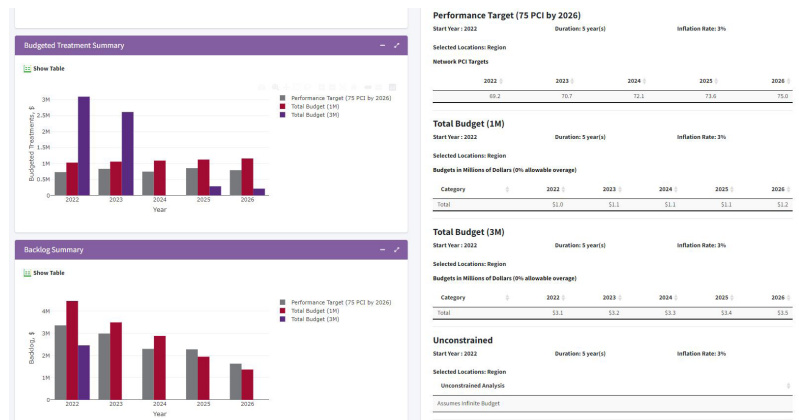
Oak Hill, TN

Description of the project:

Kimley-Horn implemented a pavement management system for the City of Oak Hill. With City input, Kimley-Horn developed a roadway system inventory that included 44 centerline miles of roadway. Pavement data was collected through a mobile ArcMap Collector application using the PASER method. This method relies on visual inspection of a pavement surface and rates the condition on 0-10 scale. Pavement treatments are then recommended based on overall score.

Kimley-Horn uploaded pavement condition scores to our Database for Roadway Inventory Visualization and Evaluation (DRIVE™) tool to determine if current budget levels were sufficient to maintain current conditions and meet other pavement management goals. The analysis demonstrated that current funding levels were adequate to maintain network-level conditions, further justifying annual spending levels in the City's CIP.

The project team compiled a final result that discussed pavement conditions, spending scenarios, and recommended budgets, and provided a 5-year work plan using the recommended budget.



A Kimley-Horn Asset Management Solution

Relevance to scope of work in this RFQ:

- + Development of a 5-year maintenance and rehabilitation program
- + Use of the DRIVE™ tool for asset management
- + Project completed on-time and within budget

Year of project: 2021-2022

Respondent's role in the project: Prime Firm

Project Manager: Philip Kaufman, P.E.

Project's original and final contract amounts: \$35,200 (original); \$35,200 (final)

Project's proposed completion date and actual completion date achieved (explain inconsistencies): 2022 (proposed and actual)

Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:

Name of Owner: City of Oak Hill, TN

Name of Owner's Representative: Jeff Clawson, City Manager

Representative's Phone Number: 615 371 8291

Representative's E-mail: jeff.clawson@oakhilltn.us

Name of the Prime Firm and key Subconsultants and Subcontractors: Kimley-Horn (Prime Firm)

PROFESSIONAL ASSET MANAGEMENT SERVICES

Asset Management Services

Mt. Juliet, TN

Description of the project:

The City of Mt. Juliet has experienced exponential growth in the last decade and set a goal to enhance its asset and pavement management practices to sustain the mobility needs of its growing population. Kimley-Horn was selected to implement a two-pronged pavement and asset management program to investigate current roadway conditions also while developing a sign and pavement marking asset inventory. Our team analyzed 200 miles of the City's roadways using ICC's IrisPro automated data collection equipment. Using this state-of-the-art collection method, our team collected pavement condition data, including pavement distress types, quantities, and severities to determine pavement condition index (PCI) values for each roadway section. Our team used the PCI values and insights from the City to prioritize pavement repair needs and developed a roadmap for a maintenance and rehabilitation (M&R) program.

Kimley-Horn also provided the City access to its DRIVE™ proprietary software to manage and customize current and future aggregated M&R program data. DRIVE™ allowed the City to take the following action steps:

- + Build an asset inventory
- + Visualize current roadway conditions
- + Forecast both short- and long-term pavement maintenance needs
- + Plan and analyze budget considerations
- + Make data-driven decisions to extend the service life of their pavement assets

With the help of Kimley-Horn's pavement engineering specialists and DRIVE™ software, the City realized its goal to develop a 5-year maintenance and rehabilitation program driven by predictive data, cost assessments, and inventory tracking. The City's M&R program was developed through a holistic understanding of the Mt. Juliet pavement network and the current condition of specific assets. Additionally, data-driven predictions helped the City prepare for future pavement repair and maintenance needs as well as associated life-cycle costs. Mt. Juliet used DRIVE's budget analysis and planning modules to inform their long-term capital improvement program, analyzing different budget scenarios and testing the timing and type of the planned solutions with M&R treatment preferences applied to each road in the network at the optimal time.



Relevance to scope of work in this RFQ:

- + Multiyear plan
- + DRIVE™ Integration
- + ICC data collection

Year of project: 2021-2022

Respondent's role in the project: Prime Firm

Project Manager: Tim Miller, P.E

Project's original and final contract amounts: \$149,900 (original and final)

Project's proposed completion date and actual completion date achieved (explain inconsistencies): 2022 (proposed and actual)

Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:

Name of Owner: City of Mt. Juliet, TN

Name of Owner's Representative: Matt White, P.E., City Engineer

Representative's Phone Number: 615 773 7957

Representative's E-mail: mwhite@mtjuliet-tn.gov

Name of the Prime Firm and key Subconsultants and Subcontractors: Kimley-Horn (Prime Firm); ICC (automated software for pavement data collection)



A Kimley-Horn Asset Management Solution



Charter Place Realignment

La Vergne, TN

Description of the project:

The City of La Vergne selected Kimley-Horn to provide design services for the realignment of Charter Place to connect with Centreponte Drive at Waldron Road. The original intersection at Charter Place and Centerpointe Drive was offset which created safety and operational issues that frequently caused congestion. This project was designed to correct deficiencies of the existing intersections and ultimately improve the safety and traffic operations within the surrounding area. Charter Place was widened with the realignment to provide multiple turn lanes at the intersection. The project also included improvements to Waldron Road on each intersection approach. The design included additional thru lanes and turn lanes in both directions to increase capacity of the intersection.

The design required frequent coordination with the Thornton's Convenient Store development, as the convenience store site was in design at the same time as Charter Place Realignment. The site includes two entrances off Charter Place along with the construction of a new curb and sidewalk along the realignment. Our thorough coordination ensured the correct placement of overlapping infrastructure for the two projects and avoided potential conflicts.

The project also included storm drainage improvements, utility relocations, reconstruction of the existing traffic signal, and landscaping improvements.

Relevance to scope of work in this RFQ:

- + Established active partnership with key stakeholders
- + Clear understanding of City's design standards and maintenance procedures

Year of project: 2019-2023

Respondent's role in the project: Prime Firm

Project Manager: David Corley, P.E.

Project's original and final contract amounts: \$200,000 (original and final)

Project's proposed completion date and actual completion date achieved (explain inconsistencies): 2023 (proposed and actual)

Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:

Name of Owner: City of La Vergne, TN

Name of Owner's Representative: Kyle Brown, P.E., Assistant City Administrator

Representative's Phone Number: 615 287 8700

Representative's E-mail: kbrown@lavergetn.gov

Name of the Prime Firm and key Subconsultants and Subcontractors: Kimley-Horn (Prime Firm)



PROFESSIONAL ASSET MANAGEMENT SERVICES

Pavement Management

Lawrenceville, GA

Description of the project:

The City of Lawrenceville, GA is home to approximately 30,000 residents and maintains a roadway network of 100 centerline miles. As the City was seeking a program that would help them prioritize roadway needs in a cost-effective manner, Kimley-Horn was successful in implementing a pavement management and roadway asset management program. The effort included integrating the City's geospatial inventory, performing a network-wide condition assessment using video-based collection and AI analysis, economic analyses and project recommendations, and implementation of the DRIVE™ software tool. The asset management program generally followed these steps:

- + Define the pavement network limits and associated inventory attributes
- + Assess current pavement conditions (December 2022)
- + Work with the City to determine candidate treatments and associated costs
- + Explore various scenarios of different funding levels;
- + Prepare a three-year pavement maintenance and rehabilitation plan
- + Provide a tool for roadway inventory and dynamic project planning (DRIVE)

The software tool, DRIVE™, contained final confirmation of parameters related to treatment types, local cost data, maintenance trigger values, and budget constraints to conduct various budget scenarios.

The cost-benefit value (CBV) analysis in the DRIVE™ software was used to prioritize the pavement repair needs and was based on the current condition of the asset, unit cost for the selected treatment, functional classification, and the life gained from the treatment. Leveraging Kimley-Horn's pavement management expertise and the efficiencies of the analytics in the DRIVE tool, the City was able to understand network-wide conditions and appropriately plan construction activities for the next several years.

Relevance to scope of work in this RFQ:

- + Pavement data collection for 100 centerline miles of roadway using automated collection / analysis methods
- + Development of a 3-year maintenance and rehabilitation program
- + Use of the DRIVE™ tool for asset management

Year of project: 2022-2023

Respondent's role in the project: Prime Firm

Project Manager: Chris Jacques, P.E.

Project's original and final contract amounts: \$49,900 (original and final)

Project's proposed completion date and actual completion date achieved (explain inconsistencies): 2023 (proposed and actual)

Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:

Name of Owner: City of Lawrenceville, GA

Name of Owner's Representative: Eranildo Lustosa Alves Junior, MSc, E.I., Engineer II

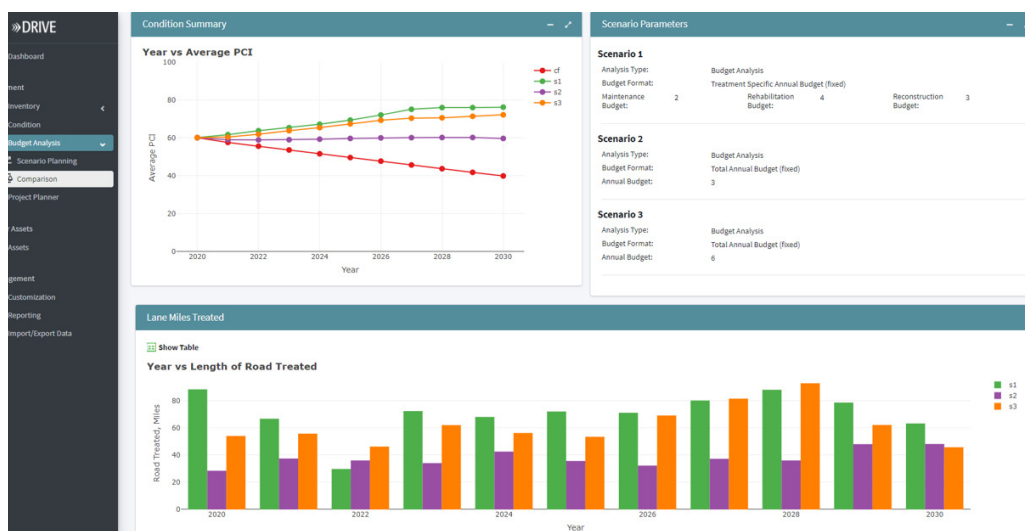
Representative's Phone Number: 678 407 6698

Representative's E-mail:
Eranildo.Lustosa@lawrencevillega.org

Name of the Prime Firm and key Subconsultants and Subcontractors: Kimley-Horn (Prime Firm); Pavement Management Group (PMG, Data Vendor)



A Kimley-Horn Asset Management Solution

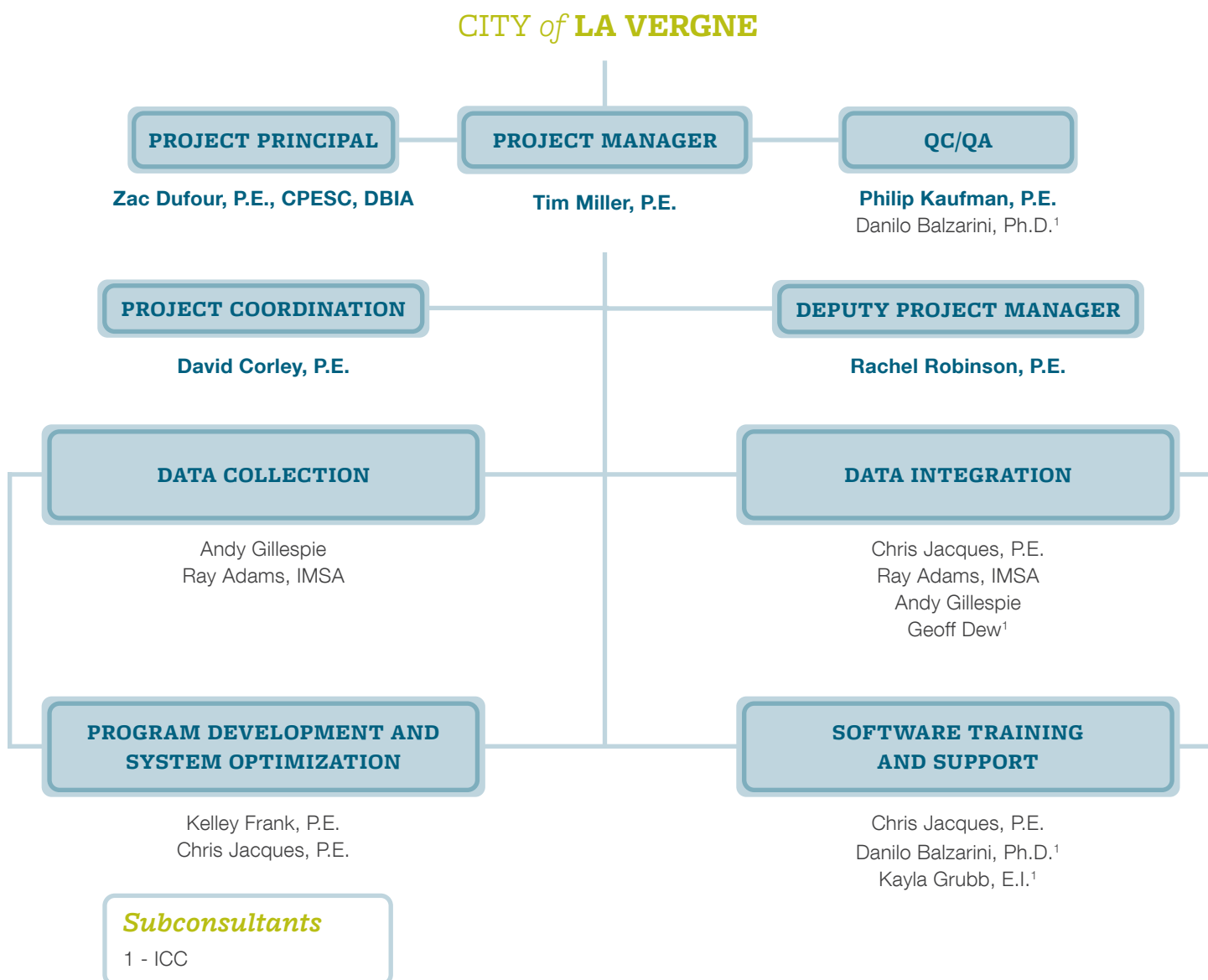


2. QUALIFICATIONS OF KEY STAFF THAT WILL BE ASSIGNED TO THE PROJECT

A. PROPOSED KEY PERSONNEL/ORGANIZATIONAL CHART

Kimley-Horn has assembled a team of professionals with ample experience and availability to serve the City of La Vergne on the Professional Asset Management Services contract. A list of our key staff members—including a breakout of project engineers, technicians, and other team members responsible for various elements of the projects—appears on the organizational chart below.

For the Professional Asset Management Services project, **Tim Miller, P.E.**, will serve as our proposed project manager, building on a decade of experience working with similarly sized municipalities' asset management system projects. As project manager, Tim will serve as a primary point of contact, coordinate all work tasks, and facilitate stakeholder interaction. He will be in charge of coordination of the project and requirements with regulatory agencies and authorities as applicable. He will be supported by proposed deputy project manager **Rachel Robinson, P.E.**, who has experience working on similar asset management projects such as the Mt. Juliet Asset Management project. Resumes for all proposed team members are available on pages 9-20.



Key personnel are listed in **bold**.

B. RESUMES



TIM MILLER, P.E.

Project Manager

Tim brings a deep pavement engineering and quality management background to the team. Throughout his 18-year professional career, Tim has focused on pavement condition evaluation and pavement management system implementation for a diverse group of clients including public agencies of all sizes, state DOTs, the Department of Defense, commercial airports, and intermodal facilities. Having personally conducted hundreds of visual distress surveys and managed thousands of miles of automated pavement data collection activities, he is acutely aware of the advantages and disadvantages in using high-speed data collection systems and how accurate data drives sound decision-making.

Tim serves in a leadership position on the Transportation Research Board's Committee on Pavement Condition Evaluation (AKP10) and the ASTM E17 industry working group charged with improving pavement data collection methods, including efforts to update the ASTM D6433 standard to incorporate automated data collection.

EDUCATION

M.S., Civil and Environmental Engineering, Pavement Engineering Emphasis, University of Wisconsin, 2010

B.S., Civil and Environmental Engineering, University of Wisconsin, 2006

LICENSE TYPE (YEARS LICENSED)

Professional Engineer in CA (11 years) and MA (8 years)

YEARS EMPLOYED WITH FIRM

5

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

18

CITY OF RESIDENCE

Sacramento, CA

LINKS TO PROJECT SHEETS

- + Asset Management Services, Mt. Juliet, TN
- + Pavement Management System, Oak Hill, TN

ADDITIONAL RELEVANT PROJECTS

- + Pavement Condition Assessment, Northport, AL
- + Pavement Condition Assessment, Anniston, AL
- + Pavement Condition Assessment, Mead, CO
- + Pavement Management Services, Ennis, TX
- + Pavement Condition Assessment, Clear Creek County, CO
- + Pavement Asset Management, Highland Park, TX
- + Citywide Pavement Management System Program Update, Medley, FL
- + Pavement Management System Study, Yuma County, AZ
- + Transportation Master Plan and Pavement Management System, Odessa, TX
- + Texas A&M RELIS Proving Grounds Rehabilitation Feasibility Study, Bryan, TX
- + Loop 1910 Pavement Rehabilitation and Reconstruction, Andrews, TX
- + Broadway Transit and Pedestrian Safety Improvement Project, Oakland, CA
- + Pavement Management Services, Kenmore, WA
- + Pavement Management Services, Ocean Shores, WA
- + Reservation Road Pavement Rehabilitation, Marin, CA
- + Pavement Management Program Implementation, Fairfield, CA
- + Union City Boulevard Rehabilitation, Union City, CA
- + Greenback Boulevard Pavement Rehabilitation, Citrus Heights, CA
- + East 12th Street Pavement Rehabilitation, Oakland, CA



ZAC DUFOUR, P.E., CPESC, DBIA

Project Principal

Zac has 20 years of civil engineering experience, including firsthand knowledge of working with municipal engineering and planning departments throughout Middle Tennessee. His design experience includes stormwater drainage and modeling, site grading, utility design, and erosion and sediment control design. Zac has been involved in the design of private land development projects ranging from residential to commercial and institutional and also has been working with local municipalities on public infrastructure projects. He has served as the primary construction engineering and inspection representative on many of the design projects he has been involved in.

EDUCATION

B.S., Civil
Engineering, Clemson
University, 2004

LICENSE TYPE (YEARS LICENSED)

Professional Engineer
in TN (15 years) and
KY (6 years)

Associate Design
Build Professional
(6 years)

Certified Professional
in Erosion and
Sediment Control
(15 years)

YEARS EMPLOYED WITH FIRM

20

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

20

CITY OF RESIDENCE

Brentwood, TN

LINKS TO PROJECT SHEETS

- + Asset Management Services, Mt. Juliet, TN
- + Pavement Management System, Oak Hill, TN

ADDITIONAL RELEVANT PROJECTS

- + Blair Road West, La Vergne, TN
- + Sam Ridley Connector, La Vergne, TN
- + West Washington Street Resurfacing, Fayetteville, TN
- + College Street Resurfacing, Portland, TN
- + Kirby Drive Resurfacing, Portland, TN
- + Yell Road Resurfacing, Lewisburg, TN
- + Margrave Drive Resurfacing, Harriman, TN
- + Belinda Parkway Pedestrian Connector Design and CEI, Mt. Juliet, TN
- + Citywide Stormwater Master Plan Study, Oak Hill, TN
- + Elzie Patton Safe Routes to School, Mt. Juliet, TN
- + Woodridge Place Sidewalk, Mt. Juliet, TN
- + Vintage Station North Transit Oriented Development, Mt. Juliet, TN
- + Franklin Road at Harding Place/Battery Lane Intersection Improvements, Oak Hill, TN
- + Land Development Code, Berry Hill, TN
- + Van Leer Bridge Culvert Replacement, Oak Hill, TN
- + Cumberland Drive Safe Routes to School, Fairview, TN
- + On-Call Professional Engineering Services, Oak Hill, TN
- + Intersection Improvement Planning and Design Services, Clarksville, TN
- + Town Creek Greenway, Phases 1-3, Gallatin, TN
- + Cool Springs Intersection Improvements, Franklin, TN
- + Downtown Streetscape Improvements, Phases 1-3, Gallatin, TN
- + Commerce Street Bridge Connector, Lewisburg, TN
- + Downtown Streetscape Improvements, Erwin, TN
- + Woodland Avenue Complete Street, Knoxville, TN
- + Downtown Connector, Lewisburg, TN
- + Central Business District Sidewalks Improvement Project, Livingston, TN



PHILIP KAUFMAN, P.E.

QC/QA Manager

Philip has 18 years of experience managing pavement management projects. He focuses on pavement and asset management-related projects, working on developments of all sizes. His principal areas of practice include pavement assessment, pavement rehabilitation value engineering, stormwater and drainage design, and general land development planning and site layout. Philip serves national clients and is proficient in ICON Software Engineer and Cartegraph Pavement View and Pavement View Plus software.

EDUCATION

B.S., Civil and Environmental Engineering, University of Illinois, 2006

LICENSE TYPE (YEARS LICENSED)

Professional Engineer in GA (13 years), IN (6 years), IL (8 years), MN (12 years), and NC (8 years)

YEARS EMPLOYED WITH FIRM

18

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

18

CITY OF RESIDENCE

Chicago, IL

LINKS TO PROJECT SHEETS

- + Pavement Management System, Oak Hill, TN

ADDITIONAL RELEVANT PROJECTS

- + Pavement Management System, Huntington, WV
- + Streetwide Pavement Inventory and Condition Assessment Program, Waxhaw, NC
- + Pavement Management System, Pittsfield, MA
- + Pavement Management System, Mount Holly, NC
- + Sidewalk Maintenance Program, Racine, WI
- + Metro Transit Pavement Condition Survey, Twin Cities, MN
- + Northern Virginia Community College, Pavement Management, Springfield, VA
- + Target Corporation Pavement Repairs, Nationwide, US
- + University of Washington, Parking Garage Condition Assessments, Seattle, WA
- + Kimco Realty Pavement Management Program, Nationwide, US
- + Statewide Safety Rest Areas and Welcome Centers Plan and Pavement Management Program, Statewide, VA
- + 20-Year Streets Funding Plan, Minneapolis, MN
- + Pavement Management System, Lebanon, IN
- + Regency Centers, Airport Crossing Mixed-Use Retail Center, Portage, IN
- + The Home Depot, National Asset Management Program, Nationwide, US



RACHEL ROBINSON, P.E.

Deputy Project Manager

Rachel has five years of civil engineering experience which includes pavement investigation and remediation, drainage forensics, ADA remediation, pedestrian and bicycle design, and roadway design. Since joining Kimley-Horn, Rachel's experience developing creative solutions to complex asset management problems has ranged from commercial retail center pavement rehabilitation planning to city-wide pavement assessments. Rachel is passionate about maintaining existing infrastructure, developing thoughtful and holistic maintenance plans, and creating safe and accessible mobility options for all users.

EDUCATION

B.S., Civil Engineering,
University of
Alabama, 2019

LICENSE TYPE (YEARS LICENSED)

Engineering Intern in
TN (5 years)

Professional Engineer
in AL (1 year), and
IL (1 year)

YEARS EMPLOYED WITH FIRM

5

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

5

CITY OF RESIDENCE

Chicago, IL

LINKS TO PROJECT SHEETS

- + Assessment Management Services, Mt. Juliet, TN
- + Pavement Management System, Oak Hill, TN

ADDITIONAL RELEVANT PROJECTS

- + Pavement Evaluation, Northport, AL
- + College Street Resurfacing, Portland, TN
- + All Aboard Comprehensive Plan, Thompson's Station, TN
- + 2nd Avenue North Streetscape Reconstruction, Nashville, TN
- + Master Plan, Belle Meade, TN
- + Bicentennial Trail, Ashland City, TN
- + Drake's Creek Greenway, Hendersonville, TN
- + Lebanon Road Sidewalks, Mt. Juliet, TN
- + CBD Sidewalks Improvement Project, Livingston, TN
- + Harpeth View Trail Phase 2, Kingston Springs, TN
- + Elzie Patton Safe Routes to School, Mt. Juliet, TN
- + Cayce Phase 1 Utility Improvements, Nashville, TN
- + Vintage Station North Transit-Oriented Development, Mt. Juliet, TN
- + Center Stage Multimodal Corridor Study for East Center Street, Kingsport, TN
- + On-Call Professional Engineering Services, Oak Hill, TN
- + Neuhoﬀ Mixed-Use Development, Nashville, TN
- + Van Leer Bridge Culvert Replacement, Oak Hill, TN
- + Spring Hill Buckner Lane Widening, Spring Hill, TN
- + Nolensville Historic District Streetscape, Nolensville, TN
- + Goldberg Companies, Legacy at Huffines Multifamily Development Master Plan and Development of Phase 1, Franklin, TN
- + Red Oak Townhomes and Lenore Street Utility Improvements, Nashville, TN
- + Reese Farms Single-Family Development, Franklin, TN
- + Sumner County Courthouse, Gallatin, TN
- + Wood Partners, Alta Union Multifamily Development, Nashville, TN



DAVID CORLEY, P.E.

Project Coordination

David has eight years of experience in the planning, design, and construction of transportation projects. He has served as design lead and project manager on a wide variety of public sector infrastructure projects for state departments of transportation and local municipalities. David's design experience includes vertical and horizontal geometry, interchange and intersection layout, drainage design, erosion control design, pavement marking and signing design, traffic control design, utility coordination, and construction phase services.

EDUCATION

B.S., Civil
Engineering, North
Carolina State
University, 2016

LICENSE TYPE (YEARS LICENSED)

Professional Engineer
in TN (3 years) and
NC (3 years)

YEARS EMPLOYED WITH FIRM

8

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

8

CITY OF RESIDENCE

Nashville, TN

LINKS TO PROJECT SHEETS

- + Charter Place Realignment, La Vergne, TN

ADDITIONAL RELEVANT PROJECTS

- + Old Nashville Highway, La Vergne, TN
- + Blair Road West, La Vergne, TN
- + East Nashville Backbones Design Nashville, TN
- + East Bank Civil Design, Nashville, TN
- + Butler Drive Realignment, Murfreesboro, TN
- + West Main Street ADA, Hendersonville, TN
- + Central Pike Widening Technical Report, Mt. Juliet, TN
- + Buckner Lane Widening, Spring Hill, TN
- + Union Road Improvements, Farragut, TN
- + Nashville Fairgrounds/GEODIS Park Infrastructure Improvements, Nashville, TN
- + Stop 30 Road Widening, Hendersonville, TN
- + SR 95 Connectivity, Oak Ridge, TN
- + Woodland Avenue Complete Street, Knoxville, TN
- + Metro Gallatin Pike, Nashville, TN
- + McCrory Lane Realignment, Nashville, TN
- + Armory Drive Realignment, Murfreesboro, TN
- + Caldwell Drive Sidewalks, Goodlettsville, TN
- + Smyrna Corridor Study, Smyrna, TN
- + Hendersonville Stop 30 Plan, Hendersonville, TN



CHRIS JACQUES, P.E.

Data Integration, Program Development and System Optimization,
Training and Support

Chris is a pavement analyst who provides pavement management experience and advanced data analysis skills. He brings extensive experience in PCI field surveys, including more than 25 network installations of rating and data analysis as well as five network installations while leading six-person teams as the on-site manager. He has been involved in PAVER implementation including inventory review, network definition, and PAVER setup for many of these installations. Chris has developed efficient processes to extract data from as-built plans and use the .XML file setup to create PAVER databases from scratch. Chris has substantial experience in updating work history and developing system network definition maps according to ASTM D6433 using various CADD software programs and can integrate this data with GIS for spatial reference and navigating using field tablet PCs.

EDUCATION

M.S., Civil
Engineering,
University of New
Hampshire, 2016

B.S., Civil Engineering,
University of New
Hampshire, 2014

LICENSE TYPE (YEARS LICENSED)

Professional Engineer
in MA (4 years)

YEARS EMPLOYED WITH FIRM

5

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

8

CITY OF RESIDENCE

Boston, MA

LINKS TO PROJECT SHEETS

- + Pavement Management, Lawrenceville, GA

ADDITIONAL RELEVANT PROJECTS

- + Pavement Condition Assessment, Mead, CO
- + Airport Pavement Management Program Services, Clark County, NV
- + Pavement Asset Management, Highland Park, TX
- + Transportation Master Plan and Pavement Management System, Odessa, TX
- + Kimco Realty, Pavement Management Program, Nationwide, US
- + Caltrans, Airport Pavement Management System Services, Statewide, CA
- + Florida DOT, Aviation and Spaceport Office Statewide Airfield Pavement Management Program - System Update, Various Locations, FL
- + Loop 1910 Pavement Rehabilitation and Reconstruction, Andrews, TX
- + Indianapolis International Airport, Pavement Management Program, Indianapolis, IN
- + Indianapolis International Airport, Preliminary Engineering and Programming for Runway 5R/23L and Taxiway D, Indianapolis, IN
- + Norfolk International Airport, Airside and Landside Pavement Management System Update and Capital Improvement Plan Development, Norfolk, VA
- + Rhode Island Airport Corporation, Statewide Airport Pavement Management Program, Statewide, RI
- + Tucson International Airport, Pavement Management System Update, Airside/Landside, Tucson, AZ
- + Volta Charging, Volta Electric Vehicle Charging Stations, Multiple Locations, US
- + Pavement Preservation Program, Aiken, SC*
- + Delaware DOT, Road Rating Service, Various Locations, DE*
- + U.S. Air Force, Center for Engineering and the Environment, Pavement Condition Inspection Survey, Various Locations, US*
- + U.S. Air Force, Civil Engineer Support Agency, AE13DCS 2015-2022 - Pavement Condition Survey & PAVER Pavement Management, Various Locations, US*
- + U.S. National Guard Bureau, Linear Segmentation at Multiple Installations, Various Locations, US*
- + U.S. Postal Service, 125 Forest Avenue - Parking Lot Pavement Assessment, Portland, ME*
- + U.S. Postal Service, 190 Fiberloid Street Pavement Investigative Report, Springfield, MA*

* Prior to joining Kimley-Horn



ANDY GILLESPIE

Data Integration Support

Andy Gillespie is a CADD Manager and Operator with 18 years of industry experience and 18 years of experience using Autodesk Civil 3D for all phases of project development and plan production.

LINKS TO PROJECT SHEETS

- + Assessment Management Services, Mt. Juliet, TN

ADDITIONAL RELEVANT PROJECTS

- + ADA Self-Evaluation and Transition Plan, Mt. Juliet, TN
- + SR 171 (Mt. Juliet Road) Traffic Adaptive Signal Control System Corridor Optimization Project, Phase 2, Mt. Juliet, TN
- + TDOT, Statewide Outdoor Advertising Control Program Mapping, Statewide, TN
- + ADA Transition Plan, Bartlett, TN
- + TDOT, I-24 SMART Corridor, Nashville and Murfreesboro, TN
- + TDOT, Traffic Engineering Study Services On-Call, Statewide, TN
- + TDOT, ADA Self-Evaluation and Transition Plan, Statewide, TN
- + TSP and Accessibility Project Along SR 2/US 11/US 64/Shallowford Road/Hamilton Place Boulevard, Chattanooga, TN
- + Signal System Design, Knoxville, TN
- + Implementation of TSP on Murfreesboro Pike Corridor for BRT, Nashville, TN
- + ADA Self Evaluation and Transition Plan, Knox County, TN
- + ADA Transition Plan, Cookeville, TN
- + ADA Compliance and Implementation Project, Farragut, TN
- + ADA Self-Evaluation and Transition Plan, Phases I and II, Gallatin, TN
- + ADA Self-Evaluation and Transition Plan, Phases I and II, Hendersonville, TN
- + ADA Compliance Study and Implementation Plan, Johnson City, TN
- + ADA Self-Evaluation and Transition Plan, Lawrence County, TN
- + ADA Self Evaluation and Transition Plan, Smyrna, TN
- + ADA Self Evaluation and Transition Plan, Dickson, TN
- + ADA Self Evaluation and Transition Plan, Portland, TN

LICENSE TYPE (YEARS LICENSED)

OSHA 10-Hour (2
years)

YEARS EMPLOYED WITH FIRM

7

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

18

CITY OF RESIDENCE

Spring Hill, TN



RAY ADAMS, IMSA

Data Integration Support

Ray has 44 years of experience as an engineering technician with an emphasis on asset inventory/management, transportation design, and planning. His background includes project and task management, writing procedural manuals, project concepts development, training, field operations, and design on multiple projects in Tennessee and Georgia. His areas of expertise include specialized data collection, field data collection tasks, GIS database management, and mapping; traffic signal design; intelligent transportation systems design; roadway design; aviation planning and design; aviation communications/security systems design; and transportation impact analyses. Ray has extensive experience with TDOT's Outdoor Advertising Control Program including GIS inventory, database management, manual development, field operations management, and training. His project experience spans the United States.

EDUCATION

Computer Graphics and Business Management, Valencia Community College, 1992

Engineering Studies, University of Kentucky, 1986

LICENSE TYPE (YEARS LICENSED)

IMSA Certified Traffic Control Safety Technician (18 years)

IMSA Certified Traffic Signal Technician, Levels I and II (18 years)

YEARS EMPLOYED WITH FIRM

22

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

44

CITY OF RESIDENCE

Knoxville, TN

ADDITIONAL RELEVANT PROJECTS

- + TDOT, Statewide Outdoor Advertising Control Program, Inventory Program Development Services, Statewide, TN
- + TDOT, Statewide Outdoor Advertising Control Program Mapping, Statewide, TN
- + Signal System Optimization) Nashville and Davidson County, TN
- + CMAQ Improvements, Phase 1, Alcoa and Maryville, TN
- + Central Traffic Operations (MACTO) ATMS Master Plan and Design Program, Maryville, TN
- + TDOT, Region 2 SmartWay ITS Expansion, Chattanooga, TN
- + TDOT, Region 3 SR-840 ITS Design, Nashville, TN
- + TDOT, Clarksville/Fort Campbell ITS Study, Clarksville/Fort Campbell, TN
- + TDOT, I-75 Fog Detection/Warning System Upgrade, Statewide, TN
- + TDOT, Interstate 69 (I-69), Lauderdale County, TN
- + TDOT, Railroad Preemption Study, Statewide, TN
- + TDOT, Region One Rural SmartWay System Design, Eastern Counties, TN
- + TDOT, Region Two SmartWay ITS Design and Construction Support Services, Chattanooga, TN
- + TDOT, SmartWay Regional Transportation Management System (TMS), Knoxville, TN
- + TDOT, SR 840 Travel Time Study and SmartWay ITS Design, Nashville, TN
- + TDOT, State Aviation System Plan and Economic Impact Study, Statewide, TN
- + TDOT, Summit Hill Drive/Western Avenue Signal Timing Study, Knoxville, TN
- + Advanced Traffic Management System (ATMS), Knoxville, TN
- + Blackman Park Park, Murfreesboro, TN
- + Kingston Pike/Northshore Drive Transportation Planning Study, Knoxville, TN
- + Intersection Improvements Along State Route 73 (US 321), Lenoir City, TN
- + Veterans Parkway, Millington, TN
- + John Wayne Parking Space Management and Parking Access and Revenue Control, Orange County, CA
- + ADA Self-Evaluation and Transition Plan, Knox County, TN
- + Shallowford Road Traffic Impact Study, Chattanooga, TN



KELLEY FRANK, P.E.

Program Development and System Optimization

Kelley has 10 years of experience in civil and transportation design as well as traffic engineering. Her diverse background includes providing services from the initial planning stage through final design and construction on multimodal streetscape and roadway design, utility design and relocation, access management, and traffic impact studies for local municipalities and private land developers. This wide ranging experience has given Kelley a thorough understanding of the relationship between land development and transportation.

EDUCATION

B.S., Civil Engineering,
University of
Virginia, 2014

LICENSE TYPE (YEARS LICENSED)

Professional Engineer
in TN (6 years), NC (6
years), and KY
(6 years)

YEARS EMPLOYED WITH FIRM

10

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

10

CITY OF RESIDENCE

Nashville, TN

LINKS TO PROJECT SHEETS

- + Assessment Management Services, Mt. Juliet, TN

ADDITIONAL RELEVANT PROJECTS

- + Lebanon Road Sidewalks, Phase 3, Mt. Juliet, TN
- + Elzie Patton Safe Routes to School, Mt. Juliet, TN
- + Woodridge Place Sidewalk, Mt. Juliet, TN
- + Division Street Improvements, Mt. Juliet, TN
- + Vintage Station North Transit Oriented Development, Mt. Juliet, TN
- + Central Business District Sidewalks Improvement Project, Livingston, TN
- + East Main Street Improvements, Hartsville, TN
- + Data Collection Parking Study, Arlington, VA
- + MDHA, Boscobel III/Dew Street Extension, Nashville, TN
- + MDHA, Envision Napier Sudekum, Nashville, TN
- + MLS Stadium Infrastructure Improvements, Nashville, TN
- + MNAA, Nashville International Airport, Sand and Salt Building Relocation Design, Nashville, TN
- + Arlington Boulevard and N. Montague Street Traffic Signal Design, Arlington County, VA
- + Columbia Pike Multimodal Street Improvements (Final Design), Arlington, VA
- + Glebe Road ITS Improvements, Arlington County, VA
- + Off-Street Parking Wayfinding, Arlington, VA
- + On-Call for Multimodal Transportation Planning, Engineering, and Project Management Services, Arlington, VA
- + Parking Meter Performance Study, Arlington, VA
- + South Carlin Springs Drive Signal Upgrades, Arlington, VA
- + Washington Boulevard Traffic Signal Design, Arlington, VA
- + Eisenhower West/Landmark Van Dorn Roadway Infrastructure Plan, Alexandria, VA
- + HSIP Pedestrian Improvements at Signalized and Unsignalized Intersections, Phases 1 and 3, Richmond, VA
- + HSIP Pedestrian Improvements at Signalized Intersections and CMAQ Signal Retiming, Richmond, VA
- + Fairfax County DOT, North Beauregard Street at North Chambliss Street Intersection Improvements, Lincolnia, VA
- + Fairfax County DOT, Reston Bikeshare Station Designs, Reston, VA

PROFESSIONAL ASSET MANAGEMENT SERVICES



KAYLA GRUBB, E.I. (ICC)

Training and Support

With a distinguished career spanning more than 13 years, Kayla is a seasoned professional in project management, specializing in serving state DOTs, municipalities, and the private sector. Her extensive background includes key roles with the TDOT and the City of Wilmington MPO in North Carolina. Kayla has consistently demonstrated excellence in managing both small and large-scale projects, showcasing a mastery of strategic planning, scheduling, risk assessment, and budgeting. Her comprehensive industry experience positions her as a trusted leader with a keen understanding of the challenges faced by government agencies. With a remarkable track record, Kayla has successfully overseen projects from initiation to completion, consistently delivering on time and under budget.

Serving as the primary point of contact for ICC|IMS, she possesses an in-depth knowledge of project scope, schedule, budget, and client expectations. Kayla's hands-on approach helps ensure that all aspects of project management are meticulously handled, contributing to the overall success of each assignment. Kayla is actively engaged in all phases of project management, including responding to municipal solicitations and facilitating initial scope negotiations. Her commitment extends beyond project initiation, as she diligently follows each project through to completion. Recognizing the importance of client satisfaction, Kayla makes sure that all deliverables are met, fostering positive relationships with clients throughout the project lifecycle. Kayla is a results-driven engineering professional dedicated to delivering exceptional outcomes for her clients. Her extensive experience, strategic acumen, and commitment to client satisfaction make her the ideal partner for government solicitations.

EDUCATION

B.S., Tennessee
Technological
University,
Cookeville, TN

LICENSE TYPE (YEARS LICENSED)

Engineering Intern in
TN (8 years)

YEARS EMPLOYED WITH FIRM

<1

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

13

CITY OF RESIDENCE

Philadelphia, PA

ADDITIONAL RELEVANT PROJECTS

- + NCDOT, Database Review & Contractor Outreach, Statewide, NC*
- + Office of Civil Rights, Technical Training Series, Statewide, NC*
- + NCDOT, Resident Engineer Training Workshops, Statewide, NC*
- + SR 33 Widening, Halls, TN
- + I-640/SR 33 Interchange, Knoxville, TN
- + SR 33 Steel Bridge, Union County, TN
- + Westwood Apartment Complex, Winter Haven, FL
- + Nissan Training Center, Dechard, TN
- + City of Wilmington Metropolitan Planning Organization (WMPO), Traffic Impact Analysis (TIA) Coordination, Wilmington, NC

* Prior to joining ICC



DANILO BALZARINI, Ph.D. (ICC)

QC/QA; Training and Support

EDUCATION

Ph.D., Civil Engineering, Michigan State University, 2019

M.S., Hydraulic, Transportation and Territory Engineering, University of Pisa, Italy, 2015

B.S., Civil, Environmental, and Territory Engineering, University of Pisa, Italy, 2012

YEARS EMPLOYED WITH FIRM

3

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

8

CITY OF RESIDENCE

Gainesville, FL

An engineer with a Ph.D. in pavement engineering, Danilo draws on his research experience in modeling pavement systems, data collection, and analysis. He brings a firsthand understanding of working with a DOT as a Pavement Condition Consultant for FDOT, managing more than 1500 miles of data and analyzing the Interstate roadway network. Proficient in collecting data using an inertial profiler and a Laser Crack Measurement System (LCMS), he assisted FDOT in transitioning from manual to automated pavement condition surveys and developed correlations with historical data. Helping ensure internal processes and workflows meet required testing and validation requirements, he reviews data for quality assurance. He has a strong aptitude for problem-solving through analysis of facts, pays attention to details throughout the project, and has excellent decision-making abilities.

In the role of staff pavement engineer at ICC, Danilo is an analytical, hands-on leader who uses his engineering knowledge and experience to direct and coordinate product improvements to ICC's equipment, software, and services. He develops new service offerings; provides advice and consulting to clients; improves internal processes and workflows; develops product roadmaps; and defines product testing and validation requirements. Danilo uses his experience with road condition data analysis, pavement management systems, treatment selection, deterioration model development, and road network future planning. Danilo is trained and certified in the AgileAssets Pavement Analyst pavement management program. Most recently, he was part of ASTM International's vehicle-pavement systems committee (E17) to develop and approve a new standard leveraging the current state of practice technologies for pavement assessments of critical roadway infrastructure. This new standard is published as E3303-21, Practice for Generating Pavement Surface Cracking Indices from Digital Images. This industry enhancement brings new levels of accuracy and repeatability to pavement condition surveys, supporting data-based decision-making for agencies for years to come.

LINKS TO PROJECT SHEETS

- + Assessment Management Services, Mt. Juliet, TN

ADDITIONAL RELEVANT PROJECTS

- + WYDOT Network Pavement Condition Data Collection & Processing, Statewide, WY
- + I-95 Concrete Rehab Survey, Jacksonville, FL
- + I-75 Concrete Rehab Survey (South), Tampa, FL
- + I-75 Concrete Rehab (North), Tampa, FL
- + DelDOT, Network Data Collection & Processing, Dover, DE
- + Pavement Condition Data Collection & Processing, Jacksonville, FL
- + Network Level Pavement Condition Survey & Processing, Tampa, FL
- + Pavement Condition Data Collection & Processing, Chattanooga, TN
- + FDOT Pavement Condition Data Collection & Processing, Statewide, FL
- + FDOT Highway Performance Monitoring System & Pavement Condition Survey, Gainesville, FL*
- + I-595 Express, LLC, Pavement Condition Data Collection and Processing, Fort Lauderdale, FL

* Prior to joining ICC



GEOFF DEW (ICC)

Data Integration

EDUCATION

Business
Administration,
Durham College, 2003

Human Resources
Management Diploma

YEARS EMPLOYED WITH FIRM

5

NUMBER OF YEARS' EXPERIENCE IN PROPOSED ROLE

18

CITY OF RESIDENCE

Brant, Ontario,
Canada

Geoff is an accomplished data analysis manager with over 18 years of experience in pavement and asset data collection and processing. He manages the data processing team and associated tasks, from verifying incoming data streams to overseeing each step of the data processing efforts. His experience includes 500,000 miles of data processing for 12 DOTs, including delivering more than 3.5 million unique assets across 70 different asset types. Geoff actively develops project-specific manuals, trains staff, manages project quality control measures, and thoroughly prepares data for post-processing. In addition, he has meticulously designed and implemented Standard Operating Procedures (SOP) and Data Quality Management Programs (DQMP) on the departmental level as well as to the project level.

At ICC, Geoff oversees the day-to-day service operations of the Data Services Department. He champions data quality consistency by facilitating regular meetings with staff to keep them motivated and focused on ensuring SOPs are strictly followed. In addition, liaisons between internal Project Managers and the software development team. He is certified in the AgileAssets Pavement Analyst Pavement Management Software.

Geoff will manage the data processing team and associated tasks from verification of incoming data streams (sensor data, LCMS-2 data, right-of-way images, location information) to overseeing each step of the data processing efforts.

LINKS TO PROJECT SHEETS

- + Assessment Management Services, Mt. Juliet, TN

ADDITIONAL RELEVANT PROJECTS

- + Delaware Department of Transportation (DelDOT), Data Processing, Statewide, DE
- + Data Transfer Solutions, Pavement Condition Data Collection and Processing, Jacksonville, FL
- + DelDOT, Network Data Collection & Processing, Dover, DE
- + Data Processing and Pavement Management System Updates, Sumter County, FL
- + Network Level Pavement Condition Data Collection and Processing, Tampa, FL
- + Pavement Condition Data Collection and Processing, Chattanooga, TN
- + Pavement Condition Data Collection and Processing, Enterprise, AL
- + Pavement Condition Data Collection and Processing, Fort Lauderdale, FL
- + Oregon Department of Transportation (ODOT), Annual Automated Pavement Data Collection, 2014-2020, Salem, OR*
- + Wyoming Department of Transportation (WYDOT), Network Pavement Condition Data Collection & Processing, Statewide, WY
- + Arizona Department of Transportation (ADOT), Network Data Collection & Processing, Phoenix, AZ
- + Pavement Condition Data Processing, Abbotsford, BC, Canada
- + Louisiana Department of Transportation and Development, Baton Rouge, LA

* Prior to joining ICC

3. UNDERSTANDING OF THE PROJECT AND PROPOSED MANAGEMENT PLAN

A. UNDERSTANDING OF THE PROJECT

Respondent shall describe its understanding of the project and specific issues and challenges likely to be involved, as well as the availability of labor resources (Respondent's capacity to perform) in executing the defined scope of work. Respondent shall submit information in a brief narrative plan clearly and concisely describing the challenges it foresees and its approach to managing the Project.

Challenge: Time

City staff are busy, and it is difficult to find enough time to develop and manage the planning of next year's resurfacing program while also preparing bid packages for other roadway design projects.



Solution:

We are committed to meeting project timelines so that you have the information you need, when you need it. Our team's ability to provide data collection resources and troubleshoot issues as they arise means that when we commit to a schedule, we will meet it.

Challenge: Disconnected Asset Management Program

Asset management programs are often developed without considering other elements in the public right-of-way. Resurfacing is completed, often at great expense, only to have utility companies put in new water or sewer lines shortly thereafter while tearing up new pavement in the process.



Solution:

Our approach to asset management is holistic. While pavement conditions may drive roadway capital improvement programs, we understand that other elements should also be considered. Our thoughtful approach incorporates ADA transition planning, water and sewer CIPs, and other assets that often go overlooked in pavement management programs. We create value by providing the full picture, saving you time and money.

Challenge: Data Dissemination

The City would like to have a multiyear and dynamic maintenance and repair plan with the flexibility to update plans as priorities change. We understand that collecting high-quality data is only the first step, and that accessing and disseminating that information can be challenging. Having a simple way to acquire data and share it in an organized way is key to being able to remain flexible and adapt to changing conditions.



Solution:

Our DRIVE™ tool employs a user-friendly graphical interface that will allow City staff to update repair types and schedules within the annual plan; view other geospatial data sets; update and integrate completed work; and simply create data summaries, tables, and maps.

Challenge: Training and Support

Asset management software programs go unused if City staff are not equipped with the knowledge to update, operate, and maintain them.



Solution:

Our tools are easy to use, helping ensure that City staff can effectively use and maintain them. We train agencies across the country and will work with you to right-size the solution.

Availability of Labor Resources and Capacity to Perform

We have selected a team of seasoned professionals who offer the high level of responsiveness you need. The depth of our staff and our familiarity with the City will allow us to maximize our coordination efforts while integrating resources, adhering to project schedules, and managing the budget effectively.

With these processes in place, we affirm that we can meet the technical and staffing needs anticipated for this contract.

Our project team members were selected using two criteria: (1) their experience with similar projects and (2) their availability to assume major technical responsibilities upon notice to proceed. We understand our clients expect us to manage and deliver project services effectively and expeditiously. This isn't something we leave to chance.

PROFESSIONAL ASSET MANAGEMENT SERVICES

Project manager **Tim Miller, P.E.** will use our proactive management system known as “cast-aheads,” to detail personnel needs and determine resource availability each month. Our cast-ahead system schedules and organizes 1-, 3-, and 6-month windows of each person’s future workload, providing an accurate tool for keeping projects on schedule.

Based on a review of our cast-aheads, the staff members selected for this team are available immediately to serve you and are in an excellent position to handle the workload required to complete assignments on this contract.

APPROACH TO MANAGING THE PROJECT

Kimley-Horn has carefully considered the Request for Qualifications and Proposals (RFQ&P) and provide our proposed approach to the Scope of Services in this section. We envision executing the project in three primary phases, which will include: *Network Definition, Data Collection and Integration, and Analysis and Reporting*. Project meetings and administrative activities such as progress reporting and invoicing will be captured in a separate task.

The City has requested a draft report of the results of this project be delivered for review within six months of awarding the contract. Kimley-Horn is well positioned in both expertise and available resources to deliver on this request. Project manager **Tim Miller, P.E.** has 18 years of pavement management experience with agencies across the United States. His expertise will be integral in developing recommendations that suit the City’s budget, schedule, and preference.

Task 1 - Scope Determination and Network Definition

The project’s first task will assemble all of the City’s important stakeholders, including those who are responsible for pavement management and maintenance, to discuss the City’s goals and objectives, maintenance policies, preferred treatment alternatives, and current pavement management practices.

This task is critically important because it helps align our team’s expertise and innovations with the City’s objectives and goals to clearly develop the exact scope of services to be performed as part of this project. The workshop may be conducted in person or virtually, depending on stakeholder preference.

The workshop will help shape subsequent project phases and will focus on key topics, including:

- + Roadway network definition: based in GIS and includes roadway segments, inventory information, and collection status (one direction vs. two directions)
- + Pavement data collection: collection of data according to ASTM D6433 standards to develop PCI values for each roadway segment
- + Asset Data Collection: inclusion of other asset inventories like signs, sidewalk, curb and gutter, pavement markings, etc
- + Analysis and Visualization Options: use of our DRIVE™ pavement management tool, allowing for analysis of budget scenarios and project planning
- + Reporting: technical memos and reports, City Council presentations, and stakeholder training sessions

At the conclusion of these discussions, our data collection team will be equipped with an understanding of the City’s data collection and processing requirements to assemble the roadway system inventory. In coordination with City staff, we will compile relevant data, such as surface type, lane width, existing pavement condition data, recent work history, resurfacing, and maintenance schedules, and the results of other related studies.

In developing the roadway inventory, we will work closely with the City to define linear segmentation for the roadway network. Network definition and linear segmentation will influence how condition results are reported and budget scenarios are analyzed. Segmentation may change once we have completed pavement data collection and variability in roadway conditions can be better assessed.



Examples of Kickoff Meeting Materials

KEY DELIVERABLES:

- ✓ Kickoff Meeting Agenda, Presentation, and Minutes (PDF)
- ✓ Network Definition Exhibit (PDF, GIS)
- ✓ Roadway Inventory Document (PDF, XLS)

PROFESSIONAL ASSET MANAGEMENT SERVICES

Task 2 – Data Collection and Integration

Upon confirmation of the roadway network and system inventory, our team will mobilize data collection vehicles to the project location. Our fleet of data collection vehicles and deep bench of personnel helps ensure that data collection can be collected on time and according to schedule. Our data collection system offers significant advantages over other data collection vendors and equipment.

ICC offers the most technologically capable roadway data collection system on the market today. ICC is the supplier of choice among state DOTs and offers turn-key data collection and data processing.

ICC Connect allows for visualization of imagery, pavement distress data, and International Roughness Data in a single platform.

- + **LCMS-2:** Most advanced pavement imaging system on the market today. Provides high-resolution (1mm), downward-facing progressive line-scanning imaging solution to objectively detect and quantify distresses according to ASTM D6433 standards. Includes cracking, rutting, and surface distresses comprising the entirety of the D6433 standard.
- + **Inertial profiling:** International Roughness Index (IRI) and longitudinal profile data will be collected using an inertial profiling system that is perfectly synchronized to the LCMS-2 subsystem and other collection components. The inertial profilers built by ICC are used by state agencies and consultants throughout the world, which speaks to the ICC team's quality of engineering and design.
- + **ROW Imaging:** ICC uses the Ladybug 5+ system for right-of-way image capture, providing a full 360-degree reality capture. Images can be reported in any orientation, including front-, rear-, or side-facing based on the specific needs of the City. This high-resolution imagery can be used to extract additional assets of the City's choosing, such as pavement markings and signs.
- + **Network coverage:** The imaging system provides continuous full-width coverage in the direction of travel. Data will be collected in both directions for arterials and collectors, and in one direction for local/residential streets.

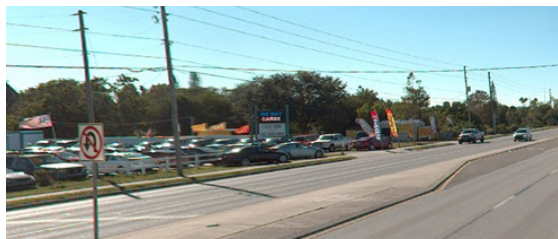
Data asset management systems are integrated through ICC's Connect software platform, which allows for in-depth review of imagery, condition data, and other relevant condition characteristics, all synchronized in an intuitive online viewing environment.

Features of ICC Connect include:

- + Synchronizing of LCMS-2 imaging data with right-of-way imagery, and IRI profiles, all presented in a GIS-based map.
- + The ability to export datasets into Asset Management Systems and ESRI ArcMAP GIS software.
- + Query capabilities to select specific roadway segments and review all collected data.



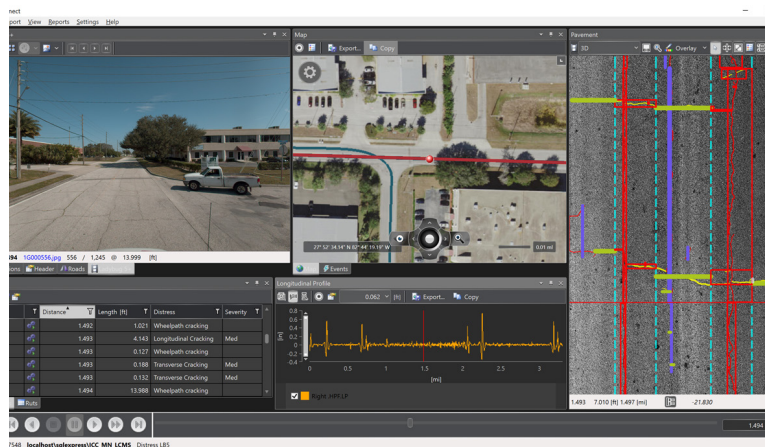
LCMS-2 Pavement Imaging System



High-Resolution Imagery Captured through Ladybug 5+ Imaging System

KEY DELIVERABLES:

- ✓ Data Collection Plan (PDF, GIS)
- ✓ Quality Management Plan (PDF)
- ✓ Pavement Condition Summary (PDF, GIS)



ICC Connect Software for Processing Pavement Data

PROFESSIONAL ASSET MANAGEMENT SERVICES

Task 3 – Reporting and Training

Kimley-Horn will integrate the data collected from ICC in Task 2 into our DRIVE™ software for further analysis. Objective, baseline condition data is important for our team to begin developing a practical, data-driven maintenance and repair program that is aligned with the City's core objectives and available budget. The main analysis feature of DRIVE™ is the ability to model various budget and condition scenarios based on collected condition data to make objective, data-driven decisions regarding pavement repairs across the City. More information about the DRIVE™ asset management program can be found on pages 29-31. After integrating roadway inventory and pavement condition data into the asset management system, our team will conduct a series of budget- and condition-driven scenarios for the City. Kimley-Horn will work with the City to establish what exact scenarios should be conducted, but these scenarios may include:

- + Baseline scenario using current resources and funding levels
- + Maintaining current pavement condition without regard to fiscal constraints
- + A scenario where pavement conditions remain at present level in 5-10 years
- + A scenario where pavement conditions reach a target PCI value in 5-10 years
- + Impacts of higher or lower funding levels on overall network conditions

Kimley-Horn will use the results of the DRIVE™ analysis to provide recommendations on how to structure a maintenance and rehabilitation (M&R) program to improve conditions, specific to La Vergne's condition data, available budget, and needs. Strategies will include a "mix-of-fixes" to address the range of pavement conditions across the roadway network.

Treatments may include rejuvenators, crack seals, fog seals, thin overlays, and other strategies. Cost-benefit values will be generated for each combination of treatment type and roadway section to determine where it is most advantageous to execute work. Additionally, we will provide provisional recommendations for asset management system targets that can be achieved should additional resources become available.

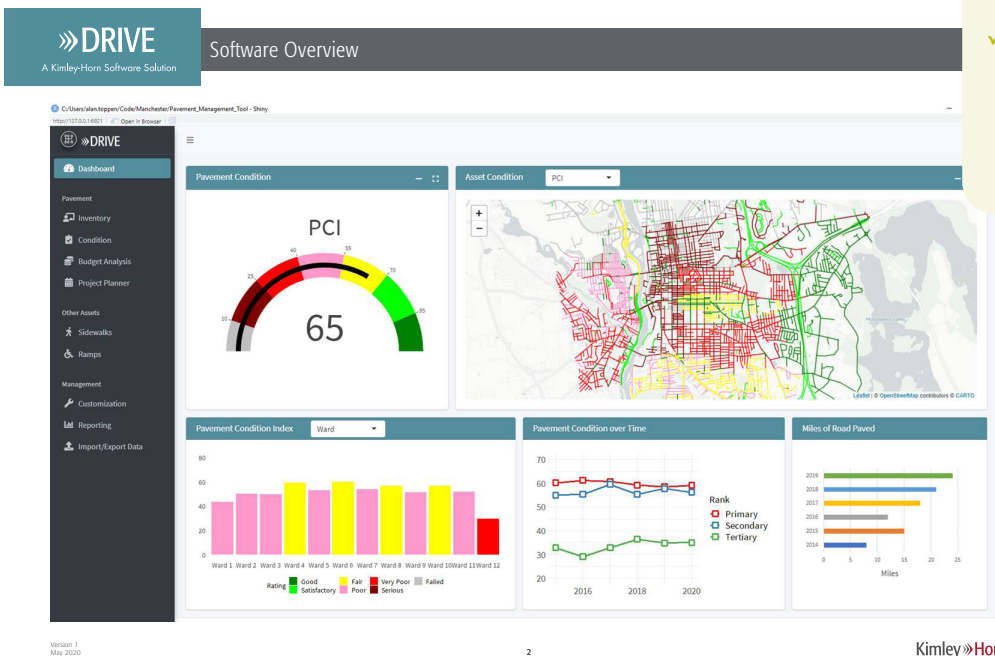
In the event that the City encounters funding challenges, we will focus on a proactive, preventive maintenance program that will assist the City in maintaining conditions at a lower cost. This analysis will make a compelling case for a carefully planned asset management system, highlighting the impacts of deferring required maintenance from both a cost and condition perspective. Results of the study will be integrated into a comprehensive final report. The final report will incorporate discussion on data collection methodologies and results, summaries of pavement and asset inventories and conditions, and recommendations on strategies for structuring pavement and asset management program management system moving forward.

Task 4 – Project Meetings and Administration

Our team will coordinate a kickoff meeting with the City to initiate the project. We also will schedule regular progress update meetings at key milestones, such as after data collection, during reporting, and during training. Regular administrative tasks such as progress reporting and invoicing will be encompassed within this task.

KEY DELIVERABLES:

- ✓ 3 Multiyear Pavement Management Plan (PDF)
- ✓ Technical Report (PDF)
- ✓ City Council Presentations (PPT, PDF)
- ✓ GIS Deliverables for Web Reporting (SHP, MPK)



PROFESSIONAL ASSET MANAGEMENT SERVICES

B. PROPOSED MANAGEMENT PLAN

1. Describe Respondent's understanding of the primary objectives of the project.

Maintaining a state of consistent and good repair for the City's roadway network is a critical function of La Vergne's Public Works Department. The cost of deferring maintenance is vast, including significant overtures in annual budgets, misallocation of City resources and personnel, and adverse impacts on roadway quality and safety.

A data-driven pavement management system (PMS) can help the City save millions in deferred maintenance costs while providing the City's residents with a safe, reliable, and comfortable experience. The primary objective for this project is to provide the City of La Vergne with an understanding of the condition of their current roadway network while also developing a plan to optimize needed pavement remediations against the City's budget. This primary objective can be accomplished by considering and implementing the following considerations into our project approach:

- + Convene City stakeholders to understand current pavement management practices and goals while recognizing ongoing challenges that must be overcome to successfully deliver the project.
- + Collect, analyze, and understand pavement conditions across the City's 192 centerline-mile network using advanced imaging technologies in accordance with ASTM D6433 standards.
- + Implement an Asset Management System software solution that provides a simple-to-use tool for analyzing pavement maintenance and repair investment scenarios and outcomes.
- + Reach consensus on near- and long-term sustainable pavement management strategies.
- + Provide the training, tools, and support that will allow the City to make actionable, data-driven decisions to keep the asset management program running in perpetuity.

Our understanding of these key objectives and our focus on engaging the City's stakeholders will position our team to deliver a comprehensive asset management program through exceptional client service.



2. Indicate the percentage of time to be devoted to the projects outlined in this RFQ.

The Kimley-Horn team is excited and ready to begin on the Professional Asset Management Services project. As evidenced by the team workload chart below, our project manager and other key staff will be able to begin immediately upon notice to proceed. We understand the level of effort required to develop a pavement management system and are committed to devoting the necessary resources to deliver quality products in a timely manner.

TEAM INDIVIDUAL	CAPACITY
Tim Miller, P.E.	25%
Rachel Robinson, P.E.	25%
Zac Dufour, P.E., CPESC, DBIA	10%
Philip Kaufman, P.E.	10%
Kelley Frank, P.E.	20%
Andy Gillespie	50%
David Corley, P.E.	20%
Kayla Grubb, E.I. (ICC)	10%
Danilo Balzarini, Ph.D. (ICC)	25%
Geoff Dew (ICC)	25%

3. Describe your firm's project management approach and team organization for the provision of the services outlined in this RFQ.

Project Management Approach

Kimley-Horn uses a project management system that benefits our clients and keeps our efforts focused on client service and company objectives. Clients expect consultants to be able to manage projects effectively and expeditiously, so our project managers attend focused, ongoing, internal training sessions to improve their project management skills and to identify ways of more efficiently serving our clients. Project managers use our internal management information system (MIS) to monitor the progress of projects on a biweekly basis. The MIS includes automated budget tracking to allow firmer fiscal control over all tasks, and it helps project managers maintain control of schedule, budget, and expenses. Each project's work plan and specific details are entered into the MIS, including expenses and labor. The system can then provide an up-to-date status report on each project twice a month.

We recognize that each project is different and requires individualized attention, but our basic plan for managing projects provides a general structure that has demonstrated repeated success and that we can tailor to the needs of each client and/or project.

PROFESSIONAL ASSET MANAGEMENT SERVICES

Team Organization

As detailed in our organizational chart on page 8, we have assembled an experienced and multidisciplinary consulting team with the proven ability to respond to the City of La Vergne's every need for the Professional Asset Management Services project. Led by project manager **Tim Miller, P.E.** with support from deputy project manager **Rachel Robinson, P.E.**, the Kimley-Horn team has the technical expertise to solve any challenge that may arise. Resumes for all proposed team members can be found on pages 9-20.

4. Detail the current capacity of key team individuals in your local office and the firm's capabilities to complete the services outlined herein.

Current Capacity of Key Team Individuals in Local Office

TEAM INDIVIDUAL	CAPACITY
Zac Dufour, P.E., CPESC, DBIA	10%
David Corley, P.E.	20%
Andy Gillespie	50%
Kelley Frank, P.E.	20%

Firm's Capabilities to Complete the Services

Kimley-Horn proactively manages our staff and balances our resources to meet client demands. Our cast-ahead process manages our staff resources effectively and forecasts our workload. The first component of this program is a weekly cast-ahead meeting, which focuses on immediate upcoming project milestones. Every Kimley-Horn project is included in this weekly process, in which project managers review their project needs for the upcoming week. We hold a weekly cast-ahead meeting every Friday morning to review our staffing at the micro level and a regional cast-ahead conference call to review our staffing at the macro level.

The second component of this process is a monthly cast-ahead meeting. It focuses on broader future milestones and forecasts our staffing needs for the next month and six months. When the cast-ahead process identifies additional resources needed to achieve our commitments, Kimley-Horn has the ability to access in-house resources of more than 7,400 professionals, production staff, and specialists. Kimley-Horn routinely shifts personnel from other offices where work is light to where it is needed most. "Shifting" is a seamless process that is a direct benefit of the Kimley-Horn model of one profit center, allowing us to better serve our clients and deliver on our commitments.

Furthermore, Kimley-Horn's nationwide pavement management experts are well integrated with each other on ongoing pavement management projects, and are willing to help solve problems, provide QC/QA review, and deliver a quality end product to the City of La Vergne.



PROFESSIONAL ASSET MANAGEMENT SERVICES

5. Briefly describe the firm's plans for quality control, dispute resolution, and safety management in providing the services outlined in this RFQ.

Quality Control

Kimley-Horn's QC/QA measures are built into our project management processes, and they are part of our firm's culture. For this project, we will employ internal project quality controls, project peer reviews, and CQI initiatives. Kimley-Horn's projects are managed by professionals registered in their respective disciplines of practice such as pavement engineering, roadway design, utility design, and traffic signal design. Our internal QC/QA program will start with an internal kickoff meeting with key team members to clearly define the scope, outline subtask responsibilities, establish schedules, and identify project milestones and goals. As QC/QA manager, **Philip Kaufman, P.E.** will maintain a strict review of all deliverables at each submittal stage. These reviews are not limited to our senior staff. We will encourage and challenge our engineering analysts and technicians to produce quality results and deliverables.

Project manager **Tim Miller, P.E.** will provide continuous quality review to make sure deliverables meet your needs. At the end of each phase, a QC/QA review will be conducted internally by Philip and through a peer review process as one of several checks to help ensure the deliverable is not only technically correct, but also consistent with your objectives.

Dispute Resolution

Our approach to dispute resolution is to identify problems as early as possible and focus on transparent communication. Developing clear understandings, creating open communications, and implementing continuous QC/QA procedures are just a few ways that problems can be resolved quickly and efficiently. Once a problem is identified, we resolve it by openly communicating alternative solutions and arriving at a consensus with involved stakeholders. As much as possible, problems are resolved before further design proceeds. This approach eliminates rework and allows us to develop projects efficiently.

Safety Management

We have a very low history of injuries. We provide project-specific training as necessary to all affected employees. When we are on job sites or owner facilities, we strictly adhere to all contractor or owner safety requirements as well as all OSHA regulations. Furthermore, our innovative approach to data collection helps ensure that our team will not inhibit normal traffic operations. Kimley-Horn is committed to providing a safe working environment for its staff.

Each office, division, and practice group is encouraged to provide specialized safety training courses addressing the specific needs of staff in that office, division, or practice group. The firm's employees participate in a broad range of activities and regularly encounter new and potentially hazardous situations.

Regardless of an employee's role in the project, no employee engages in an activity or enters a job site unless he or she has the appropriate equipment and understands the necessary safety procedures.



6. Briefly describe your Firm's understanding of this project, including all of the requirements to successfully complete the project. Provide the approach of your firm and/or team partners in meeting those requirements and comprehensively address all the issues, standards and requirements needed to produce a finished project.

The Kimley-Horn and ICC team has decades of combined experience that offers the City unparalleled asset management experience coupled with cutting-edge software and equipment. Kimley-Horn's cast-ahead system allows for flexibility among staff resources to allow us to meet aggressive project schedules. Many of our team members are familiar with and have worked with the City on previous projects. Ultimately, the team that has been assembled for this project is committed to the City's ongoing success.

A. Describe respondent's project management approach and team organization for the provision of services outlined in this RFQ.

Our approach will include defining realistic goals with City staff, developing a data-driven action plan, extrapolating decisions made now to projects in the future to understand impacts, and developing a mechanism for addressing unexpected challenges. We are confident in our ability to monitor project budgets and schedules in order to meet your expectations and we have an exemplary record of performance. Our project manager **Tim Miller, P.E.** is committed to helping ensure that your projects stay on schedule and within budget.

PROFESSIONAL ASSET MANAGEMENT SERVICES

B. Describe respondent's approach to design management, including quality control and quality assurance.

Data quality will be integrated throughout the project and will include equipment calibration and verification; data synchronization and location referencing calibration and verification; distress, rutting, and IRI calibration and verification; and overall data delivery verification, including all distress data and imagery. While ICC maintains extensive in-house processes, including those built into the ICC Connect software platform, data quality will be verified by Kimley-Horn to be in compliance with the DQMP. Kimley-Horn also will perform additional independent verification using the ICC Connect rating platform. During this process, Kimley-Horn will provide reports and updates to the City to allow for active discussion related to results. As technology improves, and since this team brings even more precise equipment to the project, continued enhancement to the City's distress protocols are expected.

C. Describe respondent's approach to schedule management.

We recognize that the information gathered in this project is paramount to the City's planning process, and that delays in data collection and delivery can adversely impact downstream CIP planning efforts. Our team's proximity to La Vergne provides the capability to incorporate additional resources, including data collection equipment and personnel, to help ensure that our team can meet key milestones as illustrated on the schedule overview below.

SCHEDULE OVERVIEW

As described in the RFQ&P, we are committed to meeting all project requirements and deliverables within a one-year period. We will proactively work with the City to meet any additional schedule constraints, even if that means accelerating data collection, integration, or reporting activities. We anticipate having no issues delivering a draft report within six months of award and look forward to working with the City to refine this schedule in more detail upon selection.

TASK	MONTH											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Milestone												
1: Network Definition												
2: Data Collection & Integration												
3: Reporting												
Asset Management System Training												
4: Project Management												

KEY PROJECT MILESTONES



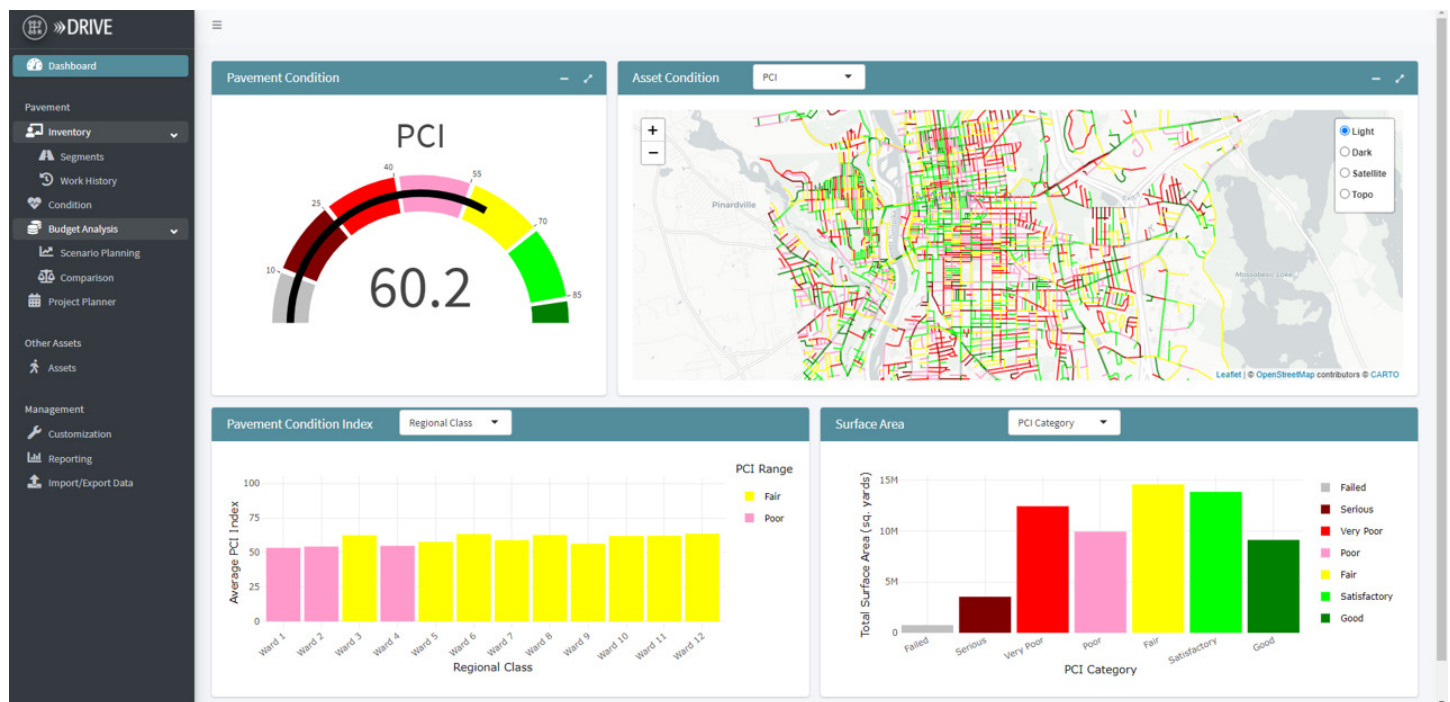
4. PROPOSED ASSET MANAGEMENT SYSTEM SOFTWARE OR PROGRAM

Provide a detailed description of the recommended software or program to be used by the City for pavement management that meets the criteria listed in the Scope of Services. Discuss the benefits of the proposed system in comparison to other systems. Discuss method for training City staff on the operation of the software or program.

DRIVE SOFTWARE

Kimley-Horn will provide DRIVE™ software to the City as its proposed Asset Management System solution. Having worked with many other asset management programs in the past, Kimley-Horn created DRIVE™ to capitalize on the strengths of other programs while eliminating the deficiencies that make other AMS programs cumbersome or difficult to use.

Further, unlike other programs available, DRIVE™ will allow the City to integrate other geospatial datasets to better inform CIP programming, including sidewalk inventories, ADA transition plans, pavement striping, and virtually any asset that the City is interested in tracking, monitoring, and reporting.



DRIVE™ Dashboard

DRIVE™ has a simple user interface (UI) to meet the City's needs for maintaining roadway repair and treatment data as well as exporting and viewing data. DRIVE™ also has pavement repair and analysis capabilities to develop actionable, data-driven pavement repair and CIP work plans.

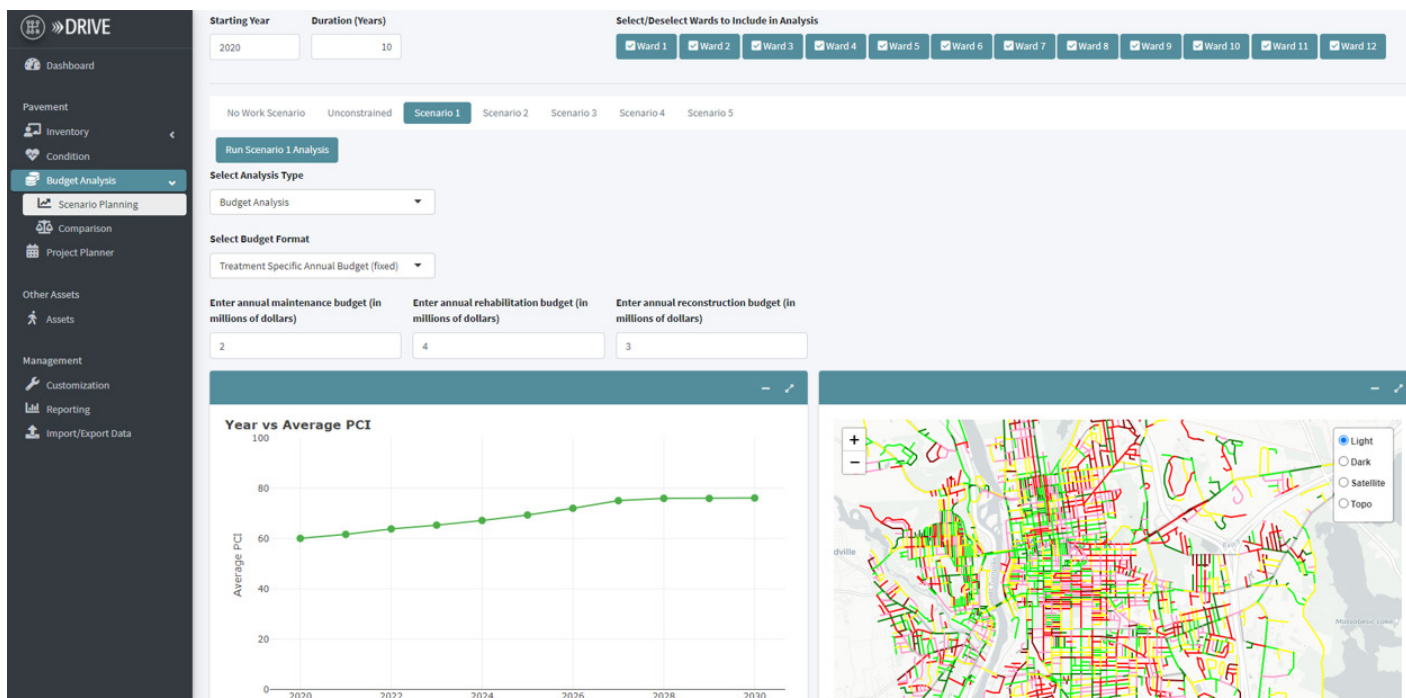
BUDGET OPTIMIZATION

Once customized, DRIVE™ can be used to perform various budget scenarios on the data. These budget scenarios will allow the City to understand current and future needs, allowing the City to advocate for adequate funding levels. Demonstrating how current funding levels are impacting the City's overall network can enable the City to advocate for potential roadway maintenance budget increases. These budget analyses will be completed to assess the ongoing budget needs for the City and form the basis of the 5-10 year pavement repair work plan.

The overall analysis process within DRIVE™ includes the assignment of treatments based on the decision tree determined during the customization phase. Treatments generally fall into five main 'lanes' in DRIVE™ that are assigned based on policies determined by condition ratings and distress characteristics. These include:

- + No treatment required
- + Routine maintenance
- + Preventive maintenance
- + Rehabilitation
- + Reconstruction

A cost-benefit value (CBV) analysis will be used to initially prioritize the pavement repair needs. The CBV analysis, based on a target funding level, will yield the 'raw' pavement repair work plan for a 5- or 10-year duration. DRIVE™ then allows the user to view the plan graphically in a map and overlay other relevant data with the plan including condition data, utility maps, district boundaries, ADA transition plans, etc. The user can then add/remove section from the plan and adjust treatment types and timing, to provide a plan that is efficient, logical and meets the overall needs of the City. The resultant project plan timing and treatment selections can then be entered automatically into the work history data in DRIVE™, allowing for the visualization of selected projects.



Budget Analysis and Scenario Planning Module

» DRIVE

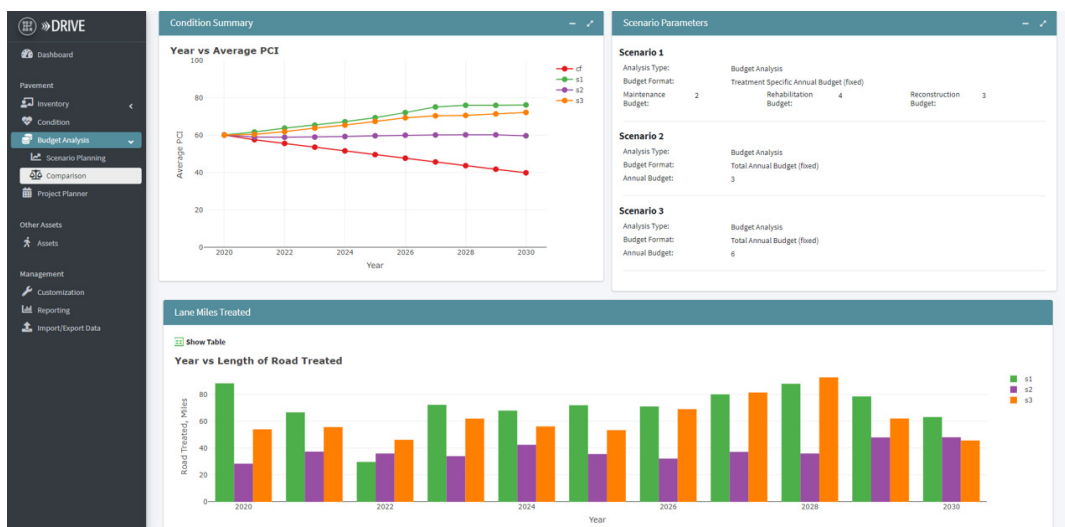
A Kimley-Horn Asset Management Solution

PROFESSIONAL ASSET MANAGEMENT SERVICES

Methods for Training

We offer several options for software training and will work with the City to develop a solution that fits the specific needs of La Vergne staff. These options include:

- + Detailed training guide
- + In-person or virtual training sessions to provide City personnel with the knowledge to operate and update DRIVE™
- + Customization workshop to understand current maintenance practices



Comparison of Various Budget Scenarios

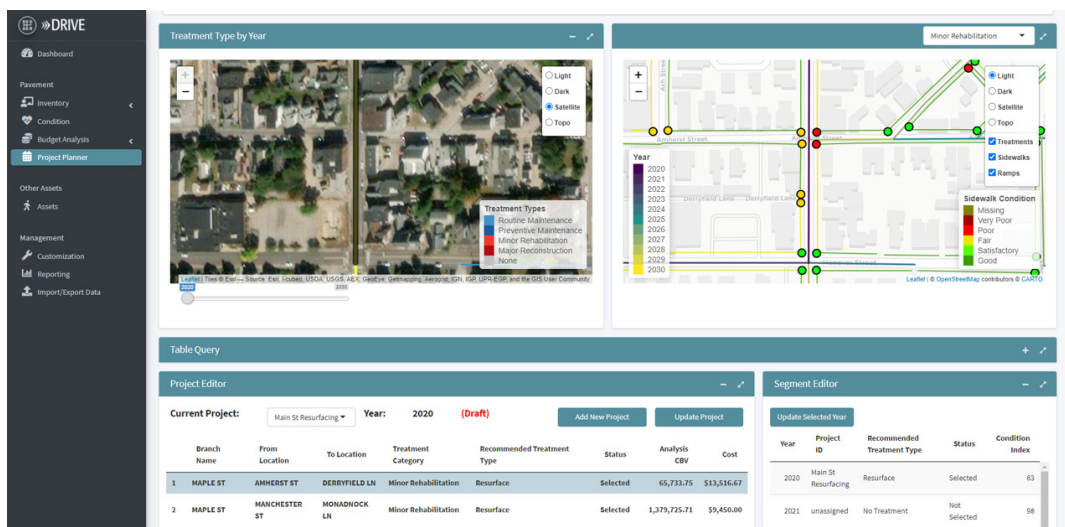
COMPARISON OF VARIOUS BUDGET SCENARIOS

DRIVE™ offers the core functionality that many other software solutions offer. More importantly, DRIVE™ incorporates the following advantages that differentiate it from other options currently available. These advantages include:

- + Project planner and customization of CIP program
- + Integration of assets beyond pavement to better inform decision making
- + Easy-to-use software that does not require extensive training
- + Affordable relative to other software offerings



A Kimley-Horn Asset Management Solution



Project Planner Module

5. REFERENCES AND EVALUATIONS ON PRIOR PROJECTS

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results and select us time and again. In fact, approximately 90% of the firm's services in 2023 were for repeat customers. Below and on the following pages, we have included a few client reference letters that attest to our performance on similar projects.



City of Mt. Juliet

Public Works Department

February 15, 2024

To: Whom It May Concern:

Re: Kimley-Horn and Associates Letter of Recommendation

I am writing this letter of recommendation for Kimley-Horn on behalf of the City of Mt. Juliet, TN. Kimley-Horn recently completed a roadway asset management program for our City, which included the assessment of approximately 95 centerline miles of roadway.

We were impressed with Kimley-Horn's ability to utilize automated data collection technologies while also relying on the expertise of their pavement engineering professionals. Their approach to data collection incorporated the ASTM Pavement Condition Index method and allowed us to develop a 5-year paving program that was supported by the data.

I offer my recommendation to Kimley-Horn and their pavement engineering team. The City of La Vergne will be well served in selecting Kimley-Horn to provide Asset Management Services. Please don't hesitate to call or email me if you would like to speak further about Kimley-Horn's capabilities.

Sincerely,

Matthew White, P.E.

Director of Public Works

e: mwhite@mtjuliet-tn.gov

p: 615.773.7957

a: 115 Clemmons Rd | Mt. Juliet, TN 37122



LAWRENCEVILLE

GEORGIA

Eranildo Lustosa Alves Junior, MSc, EI
Engineer II
70 S Clayton St | PO Box 2200
Lawrenceville GA 30046

RE: Reference Letter – Kimley-Horn

To whom it may concern,

I am writing to provide a reference for Kimley-Horn, which is submitting a proposal for the City of La Vergne. I had the pleasure of working directly with Chris Jacques on the City of Lawrenceville Pavement Management Program during 2023.

The City of Lawrenceville, GA desired to execute a pavement condition assessment and pavement management. Among several proposals, Kimley-Horn was the consultant company which not only provided the most detailed scope but also the shortest schedule for project completion.

On the Project, Kimley-Horn used the City's existing GIS and road inventory list and the latest geographical data to update the road network inventory. With possession of the most recent road data, Kimley-Horn used a sub-consultant to collect road conditions (per ASTM D6433-20) and to calculate the Pavement Condition Index (PCI). After determining road PCIs, Kimley-Horn developed a 3-year pavement plan using City's preferred road treatment methods within the forecast budget with a cost-benefit value (CBV) analysis. For this last task, Kimley-Horn used the DRIVE software (Database for Roadway Inventory Visualization and Evaluation).

The pavement condition assessment and pavement management project was presented at the City Council Work Session on April 17, 2023, and received compliments from all Council Members, the Mayor, and the City Manager.

Kimley-Horn team (and Chris Jacques) was extremely professional and dedicated throughout the project. The transparency and communication on each phase of the project were

70 S. Clayton St. • P.O. Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



5548 Franklin Pike • Suite 101 • Nashville, TN 37220-2128

February 16, 2024

To: Whom It May Concern

Re: Kimley-Horn and Associates Letter of Recommendation

It is with great pleasure to offer my recommendation of Kimley-Horn and Associates, Inc. based on the quality of service the firm has provided to the City of Oak Hill's Pavement Management System, which included the development of 44 centerline miles of roadway system inventory.

For this project, Kimley-Horn reviewed our existing planning documents to build our roadway inventory, used manual data collection techniques to collect condition data of our roadway network, conducted a pavement data analysis, and presented project recommendations to the City and other community stakeholders. Their analysis indicated an overall roadway network rating of "good" and helped us identify an optimal annual budget that would maintain this condition over the next 5 years.

Through this project and others, Kimley-Horn has provided the City of Oak Hill with exceptional client service. It is without reservation that I recommend the firm for the City of La Vergne's asset management services. I am confident that you will be pleased with their professionalism and high level of service they provide.

Sincerely,



J. Steven Collie
City Manager
City of Oak Hill

From the Desk of J. Steven Collie, City Manager

PROFESSIONAL ASSET MANAGEMENT SERVICES

6. PRICE PROPOSAL

March 5, 2024

La Vergne City Hall – Purchasing Office
Attn: Felicia Anderson
5093 Murfreesboro Road
La Vergne, TN 37186

KIMLEY-HORN
10 Lea Avenue
Suite 400
Nashville, TN 37210
615 564 2701

Re: Qualifications and Proposals for Professional Asset Management Services

Dear Ms. Anderson and Members of the Consultant Evaluation Committee:

Kimley-Horn is pleased to submit the following price proposal to the City of La Vergne related to the Professional Asset Management Services RFQ&P. As you review our price proposal, please keep the following characteristics of the Kimley-Horn team in mind:

- + **Driven by cost-saving results.** We will use our team's in-depth experience with asset management to help you plan for the future. Through finding efficiencies, by using our innovative software systems and cost savings, maximizing limited budgets, creating value, and managing risk, we can save the City money.
- + **On time and within budget.** We have a proven track record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project costs, cost control effectiveness, and schedule.
- + **Exceptional client services.** Kimley-Horn is highly responsive and committed to providing quality services in a timely manner. Providing you exceptional client service from day one until project completion is our ultimate goal.

We appreciate the opportunity to provide these Professional Asset Management Services to you and look forward to working with City staff on this project.

If you have any questions as you review our qualifications, please contact me at 916 571 1015 or Timothy.Miller@kimley-horn.com.

Sincerely,
KIMLEY-HORN



Tim Miller, P.E.
Project Manager



Zac Dufour, P.E., CPESC, DBIA
Project Principal

PROFESSIONAL ASSET MANAGEMENT SERVICES

COST BREAKDOWN

BASE SERVICES			
Task No.	Task	Description	Cost
1	PM and Administration	+ Stakeholder Engagement Workshop + Data Collection Requirements + AMS Software Configuration	\$5,000
2	Network Definition and Mapping	+ Linear Segmentation in GIS + System Inventory Development and Attribution	\$8,000
3	Data Collection	+ Automated Data Collection + ASTM D6433 Modified Reporting	\$38,000
4	Analysis and Reporting	+ PCI Analysis + Executive Summary/Memo	\$10,500
TOTAL BASE SERVICES			\$61,500
OPTIONAL SERVICES			
5A	Software Licensing	+ DRIVE™ Analysis Tool	\$7,000
5B	Software Licensing	+ Online Photo Log Viewer	\$2,500/yr
5C-1	Multiyear CIP Plan	+ 5-year	\$7,000
5D	Optional Additions	+ Assets (signs, striping, curb and gutter, sidewalk) + Stakeholder presentations (City Council, MPO) + Training (pavement management, distress identification, DRIVE™)	TBD

Note: Upon selection, Kimley-Horn is willing to negotiate on options or changes to the cost and/or scope.

SUBCONSULTANT'S SIGNED STATEMENT



2/20/2024

Felicia Anderson
La Vergne City Hall – Purchasing Office
5093 Murfreesboro Road
La Vergne, TN 37186

Dear Felicia,

We are excited to partner with Kimley Horn on this opportunity to deliver Asset Management Services to the City of La Vergne. Our team of professionals are available to perform this work and committed to seeing the project goals achieved.

The ICC-IMS team includes 10 engineers (six (6) possessing PhDs), eight (8) independently certified pavement raters, and 18 data and GIS technicians who focus exclusively on pavement and and ROW asset management.

With eight (8) IrisPRO Pave data collection vehicles equipped with state-of-the-art 3D Laser Crack Measurement System (LCMS-2) technology, IMS has the largest fleet of municipal survey vehicles in the United States. This provides us with unmatched operational redundancy and the ability to meet tight schedules. Each system in our fleet collects approximately 1,500 miles per month for a total of approximately 18,000 miles per year— with our fleet capacity exceeding 144,000 miles annually. IMS can deploy multiple IrisPRO Pave's to a project site to meet tight data collection schedules and clients are assured that if one system goes down, we can deploy a replacement on short notice from our Largo, Florida headquarters.

We maintain a \$750,000 spare parts inventory, providing next-day turnaround on replacement parts/service, keeping the fleet team operational, and minimizing downtime. Our data collection vehicles are online 24/7 with 4G wireless connectivity for easy tracking, reporting, and support. IMS engineers and technicians can remotely access our vehicles for diagnostics and troubleshooting, giving the City added assurance that the project will stay on or ahead of schedule.

Cheers to innovation and progress,

Kayla R. Grubb, EI
Client Services Manager
International Cybernetics Company



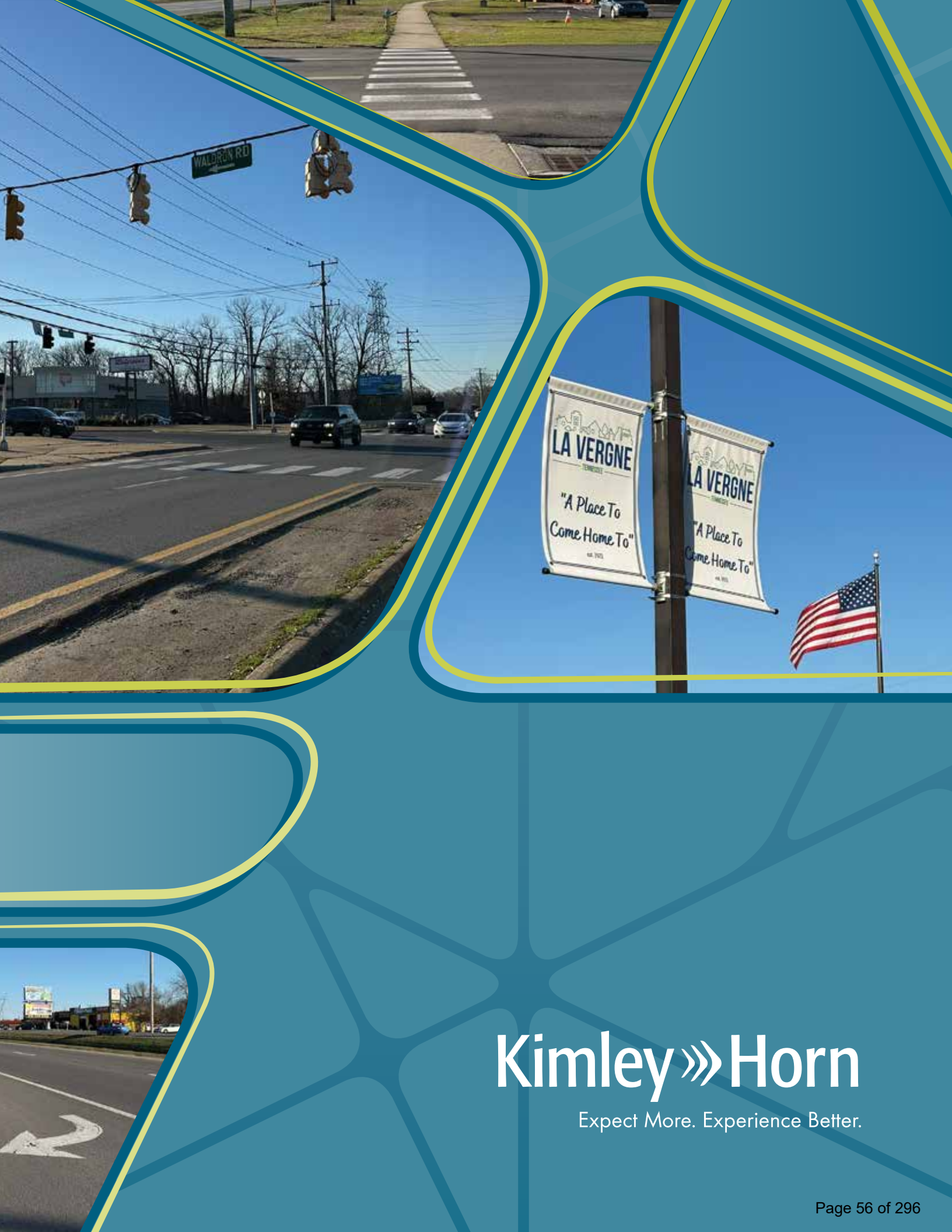
+1 727-547-0696



www.icc-ims.com



10630 75th Street North
Largo, FL 33777



WALDRON RD



Kimley»»Horn

Expect More. Experience Better.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 6.A.2. Purchase - Subscription Plan for Automated License Plate Recognition System.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Summary Sheet and Proposal - LPR System - 2021-05-04

Summary:

This item will approve the purchase of a five year subscription plan for Phase 1 of the Automated License Plate Recognition System.

Background Information:

Phase 1 of the Solaren Automated License Plate Recognition System was approved by the Board of Mayor and Aldermen on May 4, 2021. The amount the board approved at that time was \$20,000 for the equipment and installation. At that time, we were unaware that there was a need for a subscription plan as we thought it was included in the original amount.

Phase 2 of the project was approved by the board on October 6, 2022. That proposal had the subscription plan included in the cost of that phase.

Staff is requesting that the subscription plan be approved for Phase 1. There is a budget amendment on the agenda to pay for this remaining portion of Phase 1 as well as the approved proposal for Phase 2. The funds for Phase 2 were allocated in last year's budget, but the city was not invoiced until recently and the funds were not carried over from last year. Those funds need to be reallocated for this project.

Financial Summary:

The cost of the five year subscription plan is \$23,950.

Staff Recommendation:

Staff recommends approval.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: May 4, 2021

Item Title: Purchase - Automated License Plate Recognition System

Department: Police Department

Presented By: Felicia Anderson

Item Attachments: Quote and Specifications

Summary:

This is a request from the Police Department to purchase an Automated License Plate Recognition System.

Background Information:

This item has already been budgeted for the Police Department. The Solaren System Quote offers 4 cameras, unlimited licenses and shared data at no extra cost. The other two quotes only offer 2 cameras and do not offer unlimited license or shared data without additional costs. This is the best purchase option for the Police Department.

Financial Summary:

The cost of this system is \$20,000.

Staff Recommendation:

Staff recommends approval.



Global Premiere Partners

Solaren Proposal to La Vergne Police Department (PILOT)

Automated License Plate Recognition Solution

Lieutenant Mike Campbell
5093 Murfreesboro Road
La Vergne, TN 37086
615-793-7744

PREPARED:
03/26/2021

EXPIRES:
05/26/2021

We are pleased to offer a range of solutions to assist with your public safety needs. Below you will find our proposal for your ALPR Pilot located at the intersection of Waldron Road and Murfreesboro Pk.

CODE	QUANTITY Units/Hours	ITEM DESCRIPTION	COST
RKR-EDG-P/ WCH-BAS-5Y	4 Units	REKOR EDGE 300 Cameras with 1-year Licensing Agreement.	\$16,750.00
SRM-LPR- Install	Estimate	ALPR Technician to install, integrate, and associated minor material cost.	\$3,250.00
Shipping	4	Shipping of hardware (DONATION per JKB3)	DONATION
Taxes	0	Taxes	EXEMPT
SRM-LPR-TRA	8 Hours	Training Class taught at LPD on system usage and integration (DONATION per JKB3)	DONATION

Purchase Plan	Subscription Plan
---------------	-------------------

Installation Cost:	\$3,250.00	Installation Cost	\$3,250.00
Monthly Reoccurring Cost:	\$0.00	Monthly Reoccurring Cost:	\$0.00
Annual Cost:	\$0.00	Annual Cost:	\$16,750.00
Financing Cost:	\$0.00	Financing Cost	\$0.00
Projected Project Cost:	\$40,650.00	Projected Project Cost:	\$20,000.00

Please note that this proposal does not include the following, but both can be added for additional cost:

- A) Any electrical contracting, this proposal is based solely on the ability of the of Solaren Risk Management, LLC to provide the solutions and install based on existing low voltage infrastructure.

- B) Any cell data communication plan or provision of SIM cards. The client will need to provide its own communication plan and SIM cards prior to installation or contract these services for an additional fee.

Invoice Terms:

Installation cost are paid once the installation is completed and passed a quality control inspection by Solaren Risk Management Project Management Team.

Purchase Plan

We invoice on Net 45-day terms once the project is completed. We add 2.5% for all credit card transactions, if paying by check please make all checks payable to Solaren Risk Management LLC.

Subscription Plan

We invoice on a monthly ACH draft plans for municipalities, counties, or state government accounts on a subscription plan. The terms are for 12 months, in conjunction with the 1-year license plan, the payments. *This plan has the option to be extended to 5 year term for an additional \$23,950.00

Respectfully,

Jack K. Byrd III
Chief Executive Officer

CC:
Freeman Arthur, Field Operations Coordinator
Jordan Byrd, Account Manager
Austin Hamilton, Project Manager
Kirk Lumm, Channel Manager



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 6.B. Approve Contract with the State of Tennessee Department of Safety and Homeland Security for Participation in the Tennessee Advanced Communications Network (TACN).

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Contract - TN Dept of Safety - TACN

Summary:

This is an item to approve a contract with the State of Tennessee that will allow the city to continue using the Tennessee Advanced Communications Network (TACN).

Background Information:

The city started moving toward using the Tennessee Advanced Communications Network (TACN) in 2018. This is a renewal of that contract with the State of Tennessee Department of Safety and Homeland Security so we can continue using this radio network for our Fire and Police Departments.

Financial Summary:

The cost remains at \$200 per radio per year.

Staff Recommendation:

Staff recommends approval.

GU-RV MODEL / PRO FORMA CONTRACT

 CONTRACT (state revenue contract with a federal or Tennessee local or quasi-governmental entity)			
Begin Date	End Date	Agency Tracking #	Edison ID
April 5, 2024	December 31, 2028	34901-01469-0048	78173
Procuring Party Legal Entity Name			Procuring Party Registration ID
City of La Vergne, Tennessee			0000001520
Service Caption			
Participation in the Tennessee Advanced Communications Network (TACN)			
Agency Contact & Telephone #		CPO USE - GU-RV	
Jeff Gray, Wireless Communications Director Tennessee Advanced Communications Network (TACN) Tennessee Department of Safety and Homeland Security Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Email Address: jeff.gray@tn.gov Telephone #: (615) 569-1997; (615)253-1781			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
City of La Vergne, Tennessee**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State' and City of La Vergne, Tennessee hereinafter referred to as the "Procuring Party," is for participation in the Tennessee Advanced Communications Network (TACN), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The TACN is a P25 Standards Based system constructed by Motorola. It consists of radio communications sites utilizing the VHF High Band, 700MHz and 800MHz frequencies. Master Sites are located diversely throughout the State. Microwave links between the Master Sites and the radio sites utilize redundant methods for a Public Safety grade of service. The TACN extends throughout the State of Tennessee.
- A.2. Radio communications on the TACN will comply with regulations of the Federal Communications Commission ("FCC"), specifically applicable provisions within Part 90 (47 Code of Federal Regulations, Chapter 1 of the 10-1-98 Edition).
- A.3. The TACN will be overseen by the State's Director of Wireless Communications.
- A.4. The Procuring Party shall be authorized to participate in the TACN. The TACN has features that will enable the Procuring Party to establish restricted "talk groups" (TGs) for local events without interrupting on-going regional communications, thereby facilitating improved response by Emergency Service Entities ("ESEs") and enhancing public safety.
- A.5. The Procuring Party shall purchase all equipment necessary to provide TACN communications within the Procuring Party's service area in conjunction with the equipment already in place by the State. All such equipment shall be compatible with the TACN.
- A.6. The equipment listed under this section shall fall under manufacturer's warranty for one (1) year after acceptance by the Procuring Party. The Procuring Party shall notify the State of the date of its acceptance of the equipment, in writing, no later than one (1) business day after acceptance of the equipment. After the one (1) year manufacturer's warranty has ended, upon approval of an amendment to Edison Contract #40169, the equipment will be covered under Edison Contract #40169, which provides maintenance and upgrade coverage to the following hardware:
 - a. RF and Router equipment;
 - b. Simulcast controllers and voters;
 - c. Microwave radio and associated equipment;
 - d. MOSCAD Fault Management; and
 - e. Upgrades to the MCC7500 Consoles.
- A.7. The Procuring Party shall be responsible for the following:
 - a. Any real estate, towers, and buildings owned by the Procuring Party;
 - b. Maintenance to the MCC7500 Consoles and control stations, along with all subscriber radios;
 - c. Fire Station and Alerting System;
 - d. All RF and Microwave antennas and feed lines; and
 - e. All Civil equipment such as UPS, Generators, and Tower lights.
- A.8. Public Safety Priority.

- a. If, for purposes of public safety, at any time, in the discretion of the State's Director of Wireless Communications in consultation with the Procuring Party's Point of Contact (POC) identified in Section C.1.c., it is determined that it is necessary to adjust, restrict, or interrupt, participation in the TACN sites outside of the Procuring Party's service area by Procuring Party, the State's Director of Wireless Communications may take such actions deemed appropriate and necessary.
- b. The State's Director of Wireless Communications shall endeavor to provide reasonable advance notice to the Procuring Party prior to making any change, depending on the circumstances, and shall restore the Procuring Party's participation in the TACN sites outside of the Procuring Party's service area at the earliest opportunity.
- c. The priority of participation in the TACN shall be highest for public safety, as represented by the interests of the State, with the next highest priority for participants that are ESEs, and the following priority is for participants that are public entities such as, but not limited to, Departments of Education, Road Departments, and then Non-Governmental Agencies ("NGOs").
- d. The public safety standard for airtime availability ("the Standard") shall be adhered to, as may be defined from time to time by the State's Director of Wireless Communications to promote balanced utilization of the TACN.
- e. No user may adversely affect the total daily capacity or availability of the TACN except in emergency situations and with notification to the State's Director of Wireless Communications.

A.9. Airtime Availability and Limitations.

- a. Mutual cooperation between the Procuring Party and the State will be required so that sufficient airtime availability will be assured for all participants.
- b. The State cannot guarantee airtime due to reasons that include, but are not limited to, equipment failure or maintenance requirements.
- c. The State's Director of Wireless Communications shall make reasonable efforts to minimize any interruption and to maximize airtime availability consistent with the limitations of the TACN.
- d. The State's Director of Wireless Communications shall schedule maintenance, when feasible, during non-peak hours, and make reasonable efforts to notify the Procuring Party prior to any shutdown that may affect the standard.

A.10. Equipment Approval.

- a. Any subscriber infrastructure equipment, as defined by the State's Director of Wireless Communications from time to time, must be approved as to TACN compatibility by the State's Director of Wireless Communications prior to being authorized for purchase.
- b. Failure to comply with Section A.2. of this Contract may result in the removal of the Procuring Party's radio(s) from having transmitting capability in the TACN.
- c. The State's Director of Wireless Communications agrees to act as an advisor to the Procuring Party for the purpose of preparing specifications for procuring infrastructure equipment to be used by the Procuring Party, and to assist in evaluating proposals received in response to solicitations.
- d. If this Contract provides for the reimbursement by the State to the Procuring Party of the cost of goods, materials, supplies, equipment, or contracted services, such procurements

shall be made on a competitive basis, where practical. The State and the Procuring Party shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that the use of a competitive procurement was not practical, documentation shall include a written justification, approved by the State's Director of Wireless Communications, for such decision and non-competitive procurement.

A.11. No Warranty or Promise of Performance of the TACN.

The State does not offer any warranty of the TACN, TACN quality, reliability, or level of performance, express or implied, or make to the Procuring Party any promise that the TACN will perform as intended, desired, or specified. The Procuring Party understands and agrees to accept service and participation in the TACN subject to awareness of this limitation and assumes all related risks.

A.12. Notice of Changes to the TACN.

The State's Director of Wireless Communications shall provide advance notice and information to the Procuring Party prior to making any major changes to the TACN that may adversely affect its operation.

A.13. TACN Maintenance.

- a. The State's Director of Wireless Communications shall have exclusive authority to provide TACN maintenance on State of Tennessee sites.
- b. The State's Director of Wireless Communications may provide TACN maintenance through direct support and/or through support agreements overseen by the State's Director of Wireless Communications, which agreements may be with partners in the TACN, State agencies, and/or private entities.

A.14. Upon completion of this Contract, the responsibility for providing maintenance, repairs and upgrades on all equipment listed under Sections A.6. and A.7., shall revert back to its respective owners.

A.15. Unless otherwise agreed, the State shall not take ownership of the Procuring Party-owned equipment.

B. TERM OF CONTRACT:

This Contract shall be effective on April 5, 2024 ("Effective Date"), and extend for a period of fifty-six (56) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1 In consideration of products and services provided hereunder by the State, the State may charge and collect from the Procuring Party, the appropriate fees as specified below:

Service Description	Amount (per compensable increment)
User Fee per Radio (See section A.5.)	\$200.00 per radio per year

- a. Fees will be waived 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

may charge the fees noted above. In the event fees are to be charged, no fees will be charged if radios are programmed for, and so long as radios stayed programmed for, Mutual Aid Talk Groups as those are defined and determined by the State's Director of Wireless Communications.

- b. This provision does not apply if fees are waived. If fees are to be charged, the State shall notify the Procuring Party and the Procuring Party will have up to twelve (12) months to make the necessary arrangements regarding budgeting. The State must be in receipt of these fees annually, no later than July 1st of each year. Failure to pay the fees may result in cancellation of this Contract. A pro-rated portion may be acceptable depending on the date of the Procuring Party's acceptance of the equipment as noted in Section A.6. Any pro-rated portion shall be calculated based upon the number of months remaining in the state fiscal year. For example, if the Procuring Party accepts equipment in April of a year and has one (1) radio, there are three (3) months remaining in the fiscal year, so the pro-rated portion would be \$50.01 (\$200.00 (1 radio) ÷ 12 = \$16.67 x 3). The Procuring Party may pay in full, for all years or remaining years of the Contract, if agreed to by the State. If full payment is made, the other requirements of this Section regarding reports and payment audits shall still be followed. All fees will be received by the State's Fiscal Director at:

Tennessee Department of Safety and Homeland Security
Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

- c. This provision does not apply if fees are waived. If fees are to be charged, the State will provide a detailed report of all radio user fees incurred by the Procuring Party during the fiscal year such that the Procuring Party can effectively audit and reconcile all payments made under this Contract with fees processed to ensure that the State's reports match the Procuring Party's reports. This report must include the transaction number, requesting agency, services rendered, fees collected or disbursed, dates of processing, and any other information requested by the Procuring Party.

The below-named person shall act as the Point of Contact (POC) for issues related to the Procuring Party's participation in the TACN (i.e., radios, channels, talk groups, operations, etc.). The Procuring Party's contact named in Section E.2. is typically a city or county official, as applicable. In the event fees are to be charged, all reports and invoices shall be submitted to the below-named person at the address below:

Nick Matthews, Deputy Fire Chief
City Of La Vergne Fire Rescue Department
283 Old Nashville Hwy
La Vergne, TN 37086
Email Address: Nmatthews@lavernetn.gov
Telephone #: 615-287-5832

- d. This provision does not apply if fees are waived. If fees are to be charged, the Procuring Party agrees to make good faith efforts to resolve any payment audit findings on the basis of audits conducted in accordance with the terms of this Contract. Should any such findings be substantiated, the State agrees to adjust the following month's invoice to correct the discrepancy.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
- Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. 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 Procuring Party by the State or acquired by the Procuring Party 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 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Procuring Party 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. The Procuring Party 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 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jeff Gray, Wireless Communications Director
Tennessee Advanced Communications Network (TACN)
Tennessee Department of Safety and Homeland Security
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email Address: Jeff.Gray@tn.gov
Telephone #: (615) 569-1997; (615) 253-1781

The Procuring Party:

Bruce Richardson, City Manager
City of La Vergne
5093 Murfreesboro Rd
La Vergne, TN 37086
Email Address: Brichardson@laveragnetn.gov
Telephone #: 615-793-6295

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

- E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.

IN WITNESS WHEREOF,

City of La Vergne, Tennessee:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 6.C. Approve Agreement with Guardian Alliance Technologies, Inc. to Perform Pre-Employment Background Investigations on Applicants for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Agreement - Guardian Alliance Technologies

Summary:

This will approve an agreement with Guardian Alliance Technologies to perform the necessary pre-employment background checks for Police Department applicants.

Background Information:

In January, the city entered into a contract with a company to perform background checks for Police Department applicants. Unfortunately, this did not work out and that relationship was severed.

This agreement with Guardian is the best alternative for our needs. This company is currently being used by both Smyrna and Murfreesboro and it comes at a lower cost than the previous company. Over the past few months, a massive push in recruitment has resulted in a multitude of candidates that have completed the initial phases of the hiring process which include a written test, physical agility, and oral interview board. Once this is completed, candidates are set for a background investigation. This involves an extensive check of multiple areas to determine suitability for a position with the police department.

The amount of time that can be dedicated to the candidates is extremely limited. An average background investigation takes about 30 to 45 days. Currently, we have been forced to use officers on light duty, and even two civilian employees to conduct these investigations. This is on top of their day-to-day responsibilities. This has created delays and caused some candidates to accept other offers. This company can help the city

complete the necessary investigations more quickly so that we can hopefully fill our vacant positions in a more timely manner.

Financial Summary:

The costs for this service are shown in Exhibit A of the agreement.

Staff Recommendation:

Staff recommends approval.

Account Activation Request

By executing and submitting this Account Activation Request (“Activation Request”), Customer hereby requests that Guardian Alliance Technologies, Inc. (“Guardian”) establish and activate an account on Guardian’s cloud-based software platform (the “Guardian Platform”) for use by Customer and its Authorized Users (the “Customer Account”) to be billed on a monthly basis.

Customer Name (Agency Name)	Authorized Representative Name and Title	
Street Address, City, State, Zip	Authorized Rep Phone Number	
Contact Name for Invoices	Phone No.	Billing Email for Invoices

Agency Size
Total Personnel
(check one)

☐ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-399 ☐ 400+

Please provide the figures below based on best estimates if you don’t know actual numbers.

Total Agency Personnel: _____ Authorized Sworn Strength: _____ Sworn Officers Actual: _____

Upon receipt of a signed copy of your Activation Request, Guardian will establish a User Account for an Account Administrator. The “Account Administrator” will be the individual responsible for authorizing and managing activity occurring under the Customer Account.

The Account Administrator will have the authority and ability, through their User Account, to establish a User Account for each other individual authorized by Customer to use the Guardian Platform on Customer’s behalf (each, an “Authorized User”). Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

1. General.

- 1.1 **Fees.** Customer agrees to pay all of the fees associated with its use of the Guardian Platform in accordance with the Platform Pricing set forth on Exhibit A, as may be updated as set forth herein (the “Fees”).
- 1.2 **Price Assurance.** The prices reflected in Exhibit A shall remain in effect for a minimum of 12 months (“Price Lock Period”) from the Effective Date on the signature page hereof.

- 1.3 Price Changes.** After the expiration of the Price Lock Period, Guardian reserves the right to change any price/fee, provided that Guardian provides Customer with written notice of the change at least 60 days prior to the date the change is to become effective.
- 1.4 Payment Terms.** Unless opting for an Annual Payment Plan, Customer will be invoiced at the end of each calendar month for all use of the fee-based features that occurred during such calendar month. Invoices will be due upon receipt. Invoices shall be considered past due after 45 days after issuance. NOTE: The Annual Platform Fee will be billed at the end of the calendar month in which your signed Activation Request is received.
- 1.5 Failure to Pay.** Guardian reserves the right to deactivate Customer's access to the Guardian Platform if any payment is not received within 60 days of the invoice date.
- 1.6 Terms of Service.** By accessing and using the Guardian Platform, Customer agrees to be bound by the Guardian Terms of Service and Privacy Policy.
- 1.7 Termination by Customer.** Customer may terminate this Agreement and request that their Account be deactivated at any time, for any reason. In the event of Termination by Customer, Customer agrees to pay for all system use that occurred prior to the date of Notice of Termination.
- 1.8 Notice of Termination.** In the event Customer wishes to Terminate this Agreement and deactivate their Account, a Notice of Termination ("Notice") shall be delivered to Guardian by emailing billing@guardianalliancetechnologies.com
- (a) Customer shall receive acknowledgement of receipt by Guardian on the same business day that Notice is sent.
 - (b) In the event that Customer does not receive an email response acknowledging receipt of Notice of Termination, Customer shall call 415-655-2733 to confirm receipt verbally and request an email confirmation. With or without "same day" confirmation, Customer will be deemed to have Terminated on the date that Notice is sent.
- 2. Whitelist.** Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Guardian Platform. These issues are completely resolved by "whitelisting" all Guardian domains. By whitelisting the domains below, these potential problems can be avoided.
- (a) guardian.network
 - (b) www.guardianalliancetechnologies.com
 - (c) www.guardianalliancetechnologies.com

- 3. Marketing.** Guardian may use Customer's name as part of a general list of Customers and may refer to Customer as a user of the Services in its general advertising and marketing materials.

IN WITNESS WHEREOF, Customer is causing this Account Activation Request to be executed by its duly authorized representative:

Customer:

Signature of officer or authorized representative

Effective Date

Print Name

Title

IMPORTANT INFORMATION ABOUT GUARDIAN PRICING

Guardian's unique pricing and system deployment model allows you to maximize system functionality and value, while minimizing your costs. One of the major advantages of using the Guardian Platform is that **you can add all of your applicants to the system and pre-screen them at no cost.** This is a very important distinction as compared to other pricing models as it maximizes the value of the system while minimizing your costs of deploying technology in this area.

When agencies must pay a fee for every applicant added to a system, one of the following occurs:

- 1) Either the agency will perform manual prescreening (wasting precious man hours in the process) in an effort to keep applicants out of the system and thereby reduce system costs; or
- 2) The agency will pay the same fee for an applicant that is immediately DQ'd as they do for one that undergoes a full background investigation.

Neither scenario is ideal.

With Guardian, you only incur a fee when you perform an in-depth background investigation on an applicant. This paves the way for your agency to add all applicants to the system without concern over costs.

Key Advantages of Adding All Applicants to the Guardian Platform are:

- 1) Rapid pre-screening of the full applicant pool using tools in the Triage Center.
- 2) Immediate visibility as to whether the applicant has applied at any other Guardian agencies (including yours).
- 3) Immediate visibility of a "change report" for applicants who have applied with a Guardian agency before. The change report presents any/all changes applicant has made to information in their PHS since the last time they certified and submitted. This enables you to detect applicants who are attempting to work their way into your agency through deception.
- 4) Having 100% of your applicant pool in the system will give you the ability to pull comprehensive reports regarding who is applying with your agency and related statistical data.

We are excited about the possibility of welcoming you to the Guardian Alliance. Should you have any questions or require further information, please don't hesitate to reach out. We look forward to assisting you in enhancing your background investigation processes.

EXHIBIT A

Guardian Background Investigation Software

Major System Features and Line Item Prices

Agencies only incur a fee for those applicants who survive pre-screening and are moved to the Investigation Center and assigned to an investigator to undergo a more in-depth investigation. As an example, if you add 300 applicants to the system, and only 100 of them pass pre-screening, with Guardian you only incur a fee for the 100. This unique model ensures that you can maximize use of the system while minimizing your costs.

Both Monthly and Annual payment plans are available. Fees for annual plans are based on your anticipated system usage during the 12 month term. Please reach out to us for price quote if you are interested in an annual payment plan.

TRIAGE CENTER (APPLICANT PRE-SCREENING)	Invite an unlimited number of applicants to submit their information electronically at no cost, prescreen them and send only those eligible for a background into the Investigation Center. Includes, smart PHQ™, Concerns Report, Document Management, Access to Guardian's National Applicant Information Center (NAIC), and easy access to the National Decertification Index (NDI)	FREE UNLIMITED USE
INVESTIGATION CENTER	Once an applicant has been deemed eligible for a full background through pre-screening, they are assigned to an investigator and the applicant file moves to the Investigation Center which contains tools to automate and manage investigation assets. Includes checklist of areas completed, Online forms for references, Auto-generates final report, simplify repetitive tasks, store and retrieve documents, tools for building and using templates.	\$65.00 per investigation (no minimums)
APPROVAL CENTER	Send a link to a complete investigation report up the chain-of-command for approvals. Customize chain-of-command sign-offs, re-open an investigation any time, log & access all approval attempts.	INCLUDED
SOCIAL MEDIA SCREENING REPORTS	Advanced machine learning easily identifies pertinent information from popular social media sites and compiles a summary report including links to relevant posts, based on agency preferences (available within the investigation file). SMS Reports comply with FCRA & EEOC.	\$45.00 per screening (no minimums)
CREDIT REPORTS	Order credit reports on any applicant without leaving the applicant investigation file. Reports automatically populate to the final investigation report. Reports comply with FCRA.	\$15.00 per report (no minimums)
TRAINING, SUPPORT, AND DATA STORAGE FEE (always billed annually)		AGENCY SIZE
		1-49
		50-99
		100-199
		200-399
		400+
		FEE
		\$500
		\$750
		\$1,000
		\$1,500
		\$2,500



FEATURE ACTIVATION AGREEMENT CREDIT REPORT SERVICES, PRICING, AND FCRA

This **AGREEMENT**, made as of the date reflected in the Customer Signature section on page 2 below (the “Effective Date”), is between Guardian Alliance Technologies, Inc. (“Guardian”) and the company identified in the table below (Customer).

Customer Name (hereinafter referred to as “Customer”)

Authorized Representative Name

with an address of

Street Address, City, State, Zip

Phone Number

Whereas, Guardian is an authorized Reseller of a “Credit Reporting Service” which is provided through the use of a third party provider.

Whereas, the Credit Reporting Service can be used through existing Guardian Software Platform (the “Guardian Platform”) accounts as an “Integrated Service”, thereby making it an embedded Feature of the Guardian Platform.

Whereas, Customer is a current User of the Guardian Platform and wishes to activate the Credit Reporting Service Feature for use by its Authorized Users in accordance with all Terms and Conditions outlined herein.

A G R E E M E N T

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. **Guardian Platform Agreement.** All of the Terms of Service of the Guardian Platform remain in full force and effect. If there are any contradictions between the Terms of Service and this Agreement, the Terms of this Agreement shall prevail.
2. **Activation.** By entering into this Agreement, Customer hereby requests that the Credit Reporting Service Feature be activated within their Guardian Platform Account for use by Customer’s Authorized Users, subject to the pricing and payment terms outlined herein.
3. **No Obligation.** Customer is under no obligation to use the Credit Reporting Service Feature. Upon entering into this Agreement, Guardian shall make the Credit Reporting Service Feature available for Customer’s use on an On Demand basis. In the event that Customer does not use the Credit Reporting Service Feature the Terms of this Agreement will be of no force or effect. If the Customer uses the Credit Reporting Service Feature, the Fees and Payment terms outlined in their Account Activation Agreement shall apply.

4. **Data Supplier.** The term “data supplier” is used in Addendum 1 to refer to any organization that provides data pursuant to this Agreement. It is mutually understood that this term refers to third parties.
5. **FCRA Compliance.** Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act (“FCRA”) and any applicable state and local consumer reporting laws, in connection with its use of the Credit Report Service Feature and agrees to comply with all Terms of the Fair Credit Reporting Agreement attached hereto as Addendum 1.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date reflected below in the Customer signature block (the “Effective Date”).

Customer:

Guardian Alliance Technologies, Inc.:

Signature of officer or authorized representative

Signature of officer or authorized representative

Print Name

Title

Adam Anthony

Print Name

COO

Title

Effective Date

ADDENDUM 1

FAIR CREDIT REPORTING AGREEMENT

This Agreement, made as of the date reflected in the Signature fields on pages 3 and 5 (the “Effective Date”) is hereby made between **Guardian Alliance Technologies, Inc**, having an address of 11 S. San Joaquin St., 8th Floor, Stockton, CA 95202 (hereinafter referred to as “GAT”), and

Customer Name (hereinafter referred to as “Customer”)

Authorized Rep Name

with an address of

Street Address, City, State, Zip

Phone Number

The Parties Hereby Agree as follows:

- 1. PERFORMANCE.** Following the effective date above and throughout length of service, Guardian, their agents, and data suppliers will exercise their best efforts to deliver consumer data and related services requested by Customer in an expeditious and efficient manner but they shall have no obligation or liability to Customer for any delay or failure of Guardian, its agents, or data suppliers in performance of services under this Agreement.
- 2. CONFIDENTIAL TREATMENT.** Under no circumstances will Customer disclose the information provided by Guardian, their agents, or data suppliers under this Agreement to any person other than the consumer for whom the consumer information was drawn. Under no circumstances will Customer resell to any person, the consumer information provided by Guardian, their agents, or data suppliers. All parties hereby acknowledge that the Services and/or data provided any party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Agreement or in any Addendum. The FCRA and other Federal and State Laws concerning Consumer Privacy, as well as the Credit Reporting Industry, regulate Credit Reporting Agencies and data suppliers. In accordance with those requirements, Guardian, their agents, and data suppliers will not disclose either directly or indirectly to any person, firm or corporation, information of any kind, concerning matters affecting or relating to the business of its Customers or consumers unless the information is already in the public domain or disclosure is permitted or required by law.
- 3. COMPLIANCE WITH LAWS.** All parties agree to comply with all federal, state and local laws, rules and regulations applicable to each party’s receipt and use of data provided to the other. Guardian reserves the right to revise the terms, conditions or pricing under this Agreement, any Addendum and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state or local law, rule or regulation, or to address matters concerning privacy and confidentiality, following reasonable notice to Customer.
- 4. FCRA REQUIREMENTS.** The Fair Credit Reporting Act affects you as a user of information. You can review a copy of the FCRA at <http://www.ftc.gov/os/statutes/fcrajump.htm>. You and your employees should become familiar with the entire Federal Credit Reporting Act including the Fair and Accurate Credit Transaction Act of 2003 and the Financial Literacy and Education Improvement Act. Guardian strongly endorses the letter and spirit of the FCRA. We believe that these laws and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. In addition to the FCRA, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate. Please log onto www.ftc.gov for more information.
- 5. NEGATION OF LIABILITY.** Guardian, their agents, and data suppliers shall exercise their best efforts to furnish to Customer reliable data, but Guardian, their agents do not and cannot guarantee the correctness or completeness of such consumer data. Neither Guardian, their officers, employees, agents, or data suppliers shall be liable to the Customer for any claim, injury or damage as a consequence of furnishing such data.
- 6. CUSTOMER’S CERTIFICATION.** Customer hereby certifies to Guardian that consumer reports will be obtained and used exclusively for screening prospective employees and that Customer will comply with the following provisions:

- a. Customer may not procure a consumer report without the advanced written permission of the consumer.
- b. In addition, Customer may not procure a consumer report or cause a consumer report to be procured, for employment purposes, with respect to any consumer unless:
 - i. a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - ii. the consumer has authorized in writing the procurement of the report by the Customer.
- c. In using a consumer report for employment purposes, **before** taking any adverse action based in whole or in part on the report, Customer shall provide to the consumer to whom the report relates:
 - i. a copy of the report; and
 - ii. a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights") as Exhibit 1.
- d. After taking any adverse action based in whole or in part on the report, Customer shall provide to the consumer to whom the report relates:
 - i. oral, written, or electronic notice that adverse action has been taken based in whole or in part on a consumer report received from Guardian; and
 - ii. the name, address, and telephone number of Guardian along with a statement that Guardian did not make the decision to take the adverse action and cannot provide the consumer specific reasons why the adverse action was taken; and
 - iii. oral, written, or electronic notice of the consumer's right to obtain a free copy of a consumer report from Guardian and may dispute the accuracy or completeness of any information furnished in the report.
- e. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- f. Customer agrees to retain the consumer's written authorization for a period of five years unless local jurisdictions stipulates otherwise. From time to time Guardian may request proof of the consumer's written authorization as part of its compliance auditing procedures. Customer agrees to comply with such requests.
- g. If the applicant is a resident of CA, OK, or MN and requests to receive a copy of the completed consumer report, Customer agrees to provide a copy of the completed report to the applicant. For the convenience of the Customer, the sample release provided by Guardian includes a check box allowing an applicant with residency in these states to request a copy of the report.

7. ACCESS SECURITY REQUIREMENTS. We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing the Services under this agreement, you agree to the following security provisions:

- a. Make all employees aware that your company can access consumer information **only** for the purpose of screening prospective employees. **You or your employees may not access your own reports, as this does not constitute a permissible purpose.** Nor should you or your employees access the report of a family member or friend unless it is for employment screening purposes.
- b. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. System access software must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Do not discuss your account number and password by telephone with any unknown caller. Restrict the ability to obtain consumer reports to only personnel that require this information. Place all terminal devices used to obtain consumer reports in a secure location within your facility.
- c. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer reports; secure hard copies and electronic files of consumer reports.

- d. Shred or destroy all hard copy consumer reports when no longer needed. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.

Customer:

Signature of officer or authorized representative

Print Name

Title

Date

Guardian Alliance Technologies, Inc.:



Signature of officer or authorized representative

Adam Anthony

Print Name

COO

Title

Exhibit 1 – FCRA Rights

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer-reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer-reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer-reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer-reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer-reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision* Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture
	Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

*Office of Thrift Supervision now a division of Office of the Comptroller of the Currency

Customer:

Signature of officer or authorized representative

Print Name Title

Date

Guardian Alliance Technologies, Inc.:



Signature of officer or authorized representative

Adam Anthony COO

Print Name Title



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 6.D. Approve Change Order #2 for the Professional Services Agreement with Johnson + Bailey Architects for the La Vergne Fire Station #41 for Geotechnical Services.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Change Order #2 - Professional Services Agreement for Fire Station #41

Summary:

This will approve Change Order #2 for the Professional Services Agreement dated July 29, 2021.

Background Information:

This would cover additional funding for third-party testing services of the site and building elements. This will also add another month of Construction Administration Services to be supplied by J+B Architects to be billed at the rate established in the PSA.

Financial Summary:

The total request of this Change Order is for \$35,842.00 and would modify the contract amount from a maximum of \$516,493.00 to a maximum of \$552,335.00

Staff Recommendation:

Staff recommends approval.



March 21, 2024

Ronny Beasley, Fire Chief
La Vergne Fire Rescue Department
468 Stones River Road
La Vergne, TN 37086

Re: Change Order No: 2 to Amend
Professional Services Agreement dated July 29, 2021
J+B No. 1805

Based on recent discussions with the Owner J+B has prepared this Change Order to request additional funding to cover the costs described below.

PSA Change Order No: 1 incorporated into the contract Third Party Testing Services of the site and building elements as required and specified in the construction documents. This was beyond the original A/E services scope and is typically an Owner responsibility. To date, these testing and site observation services have been supplied by the same company that created the site's Geotechnical report. GTA has been on site to observe and report on: fill placement, subgrade preparation, foundation excavations, size and placement of reinforcing steel, concrete placement, structural steel inspections, compression testing of structural grout and concrete. GTA has observed and reported on all of the Regional Detention Work to date as well. GTA is contacted by the Contractor when the testing company is required to be on site and remains on site for the duration of the work to be observed. To date, the testing agency has been required to be on site for more observation time than they initially anticipated. To cover the costs already incurred we are requesting \$20,440.00 be added to the contract amount. The GTA invoices that fall beyond the initial allocation are attached at the end of this Change Order. To complete the testing and observation items remaining to finish the project we have estimated an additional cost of \$11,000.00. This is based on GTA estimating \$3,000.00 to cover the remaining building elements for the Station itself and approximately \$2,000.00 per week to cover the remaining four weeks of observation required for the sinkhole remediation. Please refer to attached email correspondence.

Also requested in this Change Order is an additional month of Construction Administration Services to be supplied by J+B and to be billed at the rate established in PSA Change Order No: 1. This will cover the additional time that the contractor has requested to incorporate recent changes requested by the Owner and Owner supplied low voltage installer. It has also been proposed that the contract time may also be adjusted to cover the anticipated delivery and installation of the apparatus bay egress doors.

The total request of this Change Order is for \$35,842.00 and would modify the contract amount from a max of \$516,493.00 to a maximum of \$552,335.00. Please refer to attachments to Change Order No: 2 for additional information.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

A handwritten signature in black ink, appearing to read 'John Trail', written over the printed name.

John T Trail, AIA

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

CHANGE ORDER NO. 2 - Professional Services Agreement

PROJECT: Station No: 41
La Vergne Fire Rescue Department
The City of La Vergne

CHANGE ORDER NO: 2

DATE: March 21, 2024

ARCHITECT: Johnson + Bailey Architects P.C.
John T. Trail, Vice President
100 East Vine Street, Suite 700
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: July 29, 2021

ITEM 1: GTA testing, observation, and reporting services that have been accomplished to date that has been beyond the initial estimate.

ADD.....\$20,440.00

ITEM 2: Estimated amount need to fulfil the remaining GTA testing, observation, and reporting services that are required by the contract documents.

ADD.....\$11,000.00

ITEM 3: Given the proposed additional time to cover current project additions and changes and final delivery and installation dates of the main egress doors for the apparatus bays , J+B is requesting an additional month of Construction Administration Services be added to the Contract amount. This monthly amount was established in PSA Change Order No:1

ADD:\$4,402.00

TOTAL:\$35,842.00

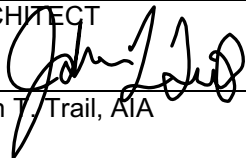
CONTINUED ON FOLLOWING PAGE

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

The original Contract Sum was	\$438,993.00
Net change by previously authorized Change Orders	\$77,500.00
The Contract Sum prior to this Change Order was	\$516,493.00
The Contract Sum will be increased by this Change Order	\$35,842.00
The new Contract Sum including this Change Order will be	\$552,335.00

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

DATE: March 21, 2024

The City of La Vergne
OWNER

BY
Jason Cole, Mayor

DATE:

The City of La Vergne
OWNER

BY

DATE:

ATTACHMENTS:

1. Four GTA Invoices dated: 9/06/2023, 10/13/2023, 01/12/2023, and March 11, 2024.
2. Email message with GTA discussing estimates dated March 13, 2024.
3. Email message with Site Contractor discussing estimated time remaining for sinkhole remediation dated March 18, 2024.

GEO-TECHNOLOGY ASSOCIATES, INC.
3445-A Box Hill Corporate Center Drive
Abingdon, MD 21009
TEL 410-515-9446 FAX 410-515-4895

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 1



Invoice

Johnson + Bailey Architects P.C.
100 East Vine Street Suite 700
Murfreesboro TN 37130

Invoice Date : September 06, 2023
Invoice Number : 31213535

Attention: John Trail

Project: 31230764 Lavergne Fire Station No 41
Project Manager: Terranova, Daniel

Professional Services for the Period: 7/30/2023 to 8/26/2023

Cost Plus Billings:

100 -- Construction Observation	\$8,427.00
Total Due	\$8,427.00

Pa 10.13.23
CK # 34706
\$8427.00
20-601

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail		Bank Information	
Due Date	10/06/2023	GEO-TECHNOLOGY ASSOCIATES, INC.	
Invoice #	31213535	Account #	70814799
Client ID:	JOHNSONBA	Routing #	021052053
gtaremits@gtaeng.com			

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

Labor and Expense Backup for Hourly Phases

Phase : 100 -- Construction Observation

<u>Person's Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Engineer / Vice President	1.00	250.00	250.00
Project Manager	7.00	150.00	1,050.00
Assistant PM	-2.00	125.00	-250.00
Senior Technician	21.00	100.00	2,100.00
Engineering Technician	53.75	60.00	3,225.00

Unit Based Fees

<u>Unit Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Trip charges	21.00	60.00	1,260.00
Grout Cubes	32.00	18.00	576.00
Mortar/Grout Cubes	12.00	18.00	216.00

Total Phase 100 -- Construction Observation : 8,427.00

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 1

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 10/06/2023
Invoice # 31213535
Client ID: JOHNSONBA
gtaremits@gtateng.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

GEO-TECHNOLOGY ASSOCIATES, INC.
3445-A Box Hill Corporate Center Drive
Abingdon, MD 21009
TEL 410-515-9446 FAX 410-515-4895

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 2



Invoice

Johnson + Bailey Architects P.C.
100 East Vine Street Suite 700
Murfreesboro TN 37130

Attention: John Trail

Project: 31230764 Lavergne Fire Station No 41
Project Manager: Terranova, Daniel

Invoice Date : October 13, 2023
Invoice Number : 31216051

Professional Services for the Period: 8/27/2023 to 9/30/2023

Cost Plus Billings:

100 -- Construction Observation

\$6,007.50

Total Due

\$6,007.50

Pd 2-7-24
CK # 1140 R
\$ 6007.50
820-601



We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 11/12/2023
Invoice # 31216051
Client ID: JOHNSONBA
gtaremits@gtang.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

Labor and Expense Backup for Hourly Phases

Phase : 100 -- Construction Observation

<u>Person's Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manager	7.25	150.00	1,087.50
Engineering Technician	57.00	60.00	3,420.00

Unit Based Fees

<u>Unit Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Trip charges	16.00	60.00	960.00
Concrete Cylinders 4X8	10.00	18.00	180.00
Grout Cubes	20.00	18.00	360.00
Total Phase 100 -- Construction Observation :			6,007.50

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 2

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 11/12/2023
Invoice # 31216051
Client ID: JOHNSONBA
gtaremits@taeng.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

GEO-TECHNOLOGY ASSOCIATES, INC.
3445-A Box Hill Corporate Center Drive
Abingdon, MD 21009
TEL 410-515-9446 FAX 410-515-4895

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 3



Invoice

Johnson + Bailey Architects P.C.
100 East Vine Street Suite 700
Murfreesboro TN 37130

Invoice Date : January 12, 2024
Invoice Number : 31222565

Attention: John Trail

Project: 31230764 Lavergne Fire Station No 41
Project Manager: Terranova, Daniel

Professional Services for the Period: 11/26/2023 to 12/30/2023

Cost Plus Billings:

100 -- Construction Observation

\$3,040.00

Total Due

\$3,040.00

Pd 2-7-24
CR# 1140 R
\$3040.00
020-601

[Handwritten signature]

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 02/11/2024
Invoice # 31222565
Client ID: JOHNSONBA
gtaremits@gtaeng.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

Labor and Expense Backup for Hourly Phases

Phase : 100 -- Construction Observation

<u>Job Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manager	6.00	150.00	900.00
Senior Technician	16.00	100.00	1,600.00
Engineering Technician	4.00	60.00	240.00

Unit Based Fees

<u>Unit Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Trip charges	5.00	60.00	300.00

Total Phase 100 -- Construction Observation : 3,040.00

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 3

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 02/11/2024
Invoice # 31222565
Client ID: JOHNSONBA
gtaremits@gtaceng.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

GEO-TECHNOLOGY ASSOCIATES, INC.
3445-A Box Hill Corporate Center Drive
Abingdon, MD 21009
TEL 410-515-9446 FAX 410-515-4895

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 4



Invoice

Johnson + Bailey Architects P.C.
100 East Vine Street Suite 700
Murfreesboro TN 37130

Invoice Date : March 11, 2024
Invoice Number : 31226821

Attention: John Trail

Project: 31230764 Laverne Fire Station No 41
Project Manager: Terranova, Daniel

Professional Services for the Period: 1/28/2024 to 2/24/2024

Cost Plus Billings:

100 -- Construction Observation	\$2,965.00
Total Due	\$2,965.00

APPROVED FOR PAYMENT

JOHNSON + BAILEY ARCHITECTS, P.C.

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 04/10/2024
Invoice # 31226821
Client ID: JOHNSONBA
gtaremits@gtang.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

Labor and Expense Backup for Hourly Phases**Phase : 100 -- Construction Observation**

<u>Person Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manager	3.50	150.00	525.00
Senior Technician	16.00	100.00	1,600.00
Engineering Technician	8.00	60.00	480.00

Unit Based Fees

<u>Unit Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Trip charges	6.00	60.00	360.00

Total Phase 100 -- Construction Observation : 2,965.00

Professional Services Agreement
Change Order No: 2
Item No:1
Invoice 4

We encourage you to remit payments electronically via ACH credit. Please include the invoice number in your remittance advice to ensure proper credit to your account.

Invoice & Remittance Detail

Due Date 04/10/2024
Invoice # 31226821
Client ID: JOHNSONBA
gtaremits@gtang.com

Bank Information

GEO-TECHNOLOGY ASSOCIATES, INC.
Account # 70814799
Routing # 021052053

All invoices are due within 30 days. A late charge of 1.5% (18% per year) will be added to any balances over 30 days

John Trail

From: Daniel Terranova <DTerranova@gtaeng.com>
Sent: Wednesday, March 13, 2024 9:34 AM
To: John Trail; Mary Anne Gannon
Subject: RE: La Vergne Fire Station No: 41 J+B No: 1805

Professional Services Agreement
Change Order No: 2
Item No:2

John

Sorry for the delay, I typed this up and was waiting on the February numbers, then forgot to send. In any event,

There was an invoice issued for February for \$2965.00

Talking with my tech and looking over what's left, we are expecting

- a couple of miscellaneous concrete pours maybe 2)
- pavements (about 2 days of stone placement and 2 days of asphalt).

I would expect about \$3,000 would cover that stated above

The wild card is the sinkholes, which have taken quite a lot of time. If I had a schedule for how long the contractor expects it would take would be helpful. I anticipate about \$1,500 to \$2,000 per week, depending on how many hours per day we need to be there.

Total maybe \$5,000 on top of the recently invoiced \$2965.00

Thanks
Dan

From: John Trail <jtrail@jbarchitects.com>
Sent: Wednesday, March 13, 2024 8:59 AM
To: Daniel Terranova <DTerranova@gtaeng.com>; Mary Anne Gannon <mgannon@jbarchitects.com>
Subject: Re: La Vergne Fire Station No: 41 J+B No: 1805

Good morning, Dan. Have you been able to review the last message in regards to how much additional funding may be necessary to complete the Fire Station 41 project in LaVergne? I need to get an estimate from you so I can get the City to authorize additional funding.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: John Trail <jtrail@jbarchitects.com>
Sent: Monday, March 4, 2024 9:59:00 AM
To: Terranova, Daniel <DTerranova@gtaeng.com>
Subject: La Vergne Fire Station No: 41 J+B No: 1805

Hey Dan, I hope all is going well!

I have an invoicing question. Given the construction drawings and requirements, can you estimate the amount it will take to finish with your observations, reports, and testing? Your initial agreement was estimated at \$29,500.00 but so far to date we have surpassed that estimate by \$17,221.50 and have paid \$46,721.50 to date with the last invoice being from January 12, 2024.

The purpose of this estimate is to use it to show the Owner how much more might be needed as reimbursable.

Also attached you will find an updated drawing showing the revised intent for the sinkhole remediation work.

Thanks for looking into this,
John

John T. Trail, AIA, NCARB

Johnson + Bailey Architects, P.C.

100 East Vine Street, Suite 700

Murfreesboro, TN 37130

615.890.4560 phone

615.890.4564 fax

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.

John Trail

From: John Carney <john.carney@selectharness.com>
Sent: Monday, March 18, 2024 9:15 AM
To: John Trail; Nick Bell
Cc: Steve Kroll
Subject: Re: La Vergne Fire Station No: 41 J+B No: 1805

Professional Services Agreement
Change Order No: 2
Item No:3

We are expecting 3-4 Weeks to build to the new design.



John Carney

Superintendent

615-410-8390



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[Use Our Pricing Calculator](#)

From: John Trail <jtrail@jbarchitects.com>
Sent: Wednesday, March 13, 2024 2:41 PM
To: John Carney <john.carney@selectharness.com>; Nick Bell <nick.bell@selectharness.com>
Cc: Steve Kroll <skroll@romachconst.com>
Subject: La Vergne Fire Station No: 41 J+B No: 1805

Hello John and Nick,

I am the architect working on this project and am working on some items and need an estimate (number of weeks) of about how long you think it will take to finish up the sink hole remediation? I'm trying to determine the amount of time the testing agency will need to be onsite.

Thanks,
John

John T. Trail, AIA, NCARB
Johnson + Bailey Architects, P.C.
100 East Vine Street, Suite 700
Murfreesboro, TN 37130
615.890.4560 phone
615.890.4564 fax



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 6.E. Approve Change Order #4 with Romach, Inc. for La Vergne Fire Station #41.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Change Order #4 - La Vergne Fire Station #41

Summary:

This will approve Change Order #4 with Romach, Inc. for the construction of Fire Station #41.

Background Information:

Items 1, 2, 4, and 5 deducts from our contingency funds for upgrading the electrical systems in the training room, adding two emergency lights, adjusting electrical services, and covering additional materials for the sinkhole remediation. Item 3 adds funds to the contingency for changes in floor finishes.

This is the last series of construction changes.

Financial Summary:

The total costs deducted from the contingency is \$80,764.42. Please see the attachment for specific details.

Staff Recommendation:

Staff recommends approval.



Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

CHANGE ORDER NO. 4

PROJECT: Station No: 41
La Vergne Fire Rescue Department
The City of La Vergne

CHANGE ORDER NO: 4

DATE: March 22, 2024

CONTRACTOR: Romach, Inc.
Nathan Morgan, Vice President
170 Reynolds Road
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: October 13, 2022

You are hereby directed to make the following changes in this Contract

ITEM 1: This item covers the additional electrical requirements that were added to the training room based on the Owner's Audio Visual supplier and installer's concept for that area. See attached itemization from Romach dated January 9, 2024

DEDUCT FROM CONTINGENCY.....\$9,147.45

ITEM 2: This item covers two additional emergency light fixtures that were requested by the Fire Marshall. These were not mentioned in the initial plans review but were noted after a visit to the site. See attached cost itemization from Romach dated January 9, 2024.

DEDUCT FROM CONTINGENCY.....\$1,574.99

ITEM 3: This item covers the changing of various floor finishes in the administration area, the training room, the stairwells, and various storage areas. See attached cost itemization from Romach dated March 4, 2024.

ADD TO CONTINGENCY.....\$6,878.88

ITEM 4: This item covers some miscellaneous changes requested by the Owner that included: additional floor receptacles in the training room, an additional floor receptacle and data receptacle in the administration conference room, the addition of two more power cord-drop locations in the apparatus bays, and the addition of an additional receptacle for an air compressor to be housed in the exterior storage room. This item also cover monument sign lighting needs and flagpole lighting needs which were not specifically shown in the bid set of construction documents. This covers the items mentioned, all work to install, and the cost to the contractor for the additional time that these changes have caused. See attached cost itemization from Romach dated March 4, 2024.

DEDUCT FROM CONTINGENCY.....\$53,424.95

**SEE ATTACHMENTS
CONTINUED ON FOLLOWING PAGE**

ITEM 5: This item covers additional material required to finish the sinkhole remediation work as part of the Regional Drainage project. This is based on the excavations to date, the material used to date, the material on site available for use and the updated design that was produced to reduce material usage. See attached cost itemization from Romach dated March 22, 2024.

DEDUCT FROM CONTINGENCY.....\$23,495.91

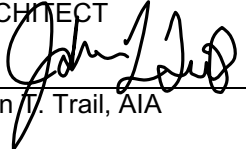
TOTAL DEDUCT FROM CONTINGENCY.....\$80,764.42

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$11,512,100.00
Net change by previously authorized Change Orders	- \$107,416.28
The Owner Contingency Included in Contract Sum.	\$981,818.00
Amount Deducted from Contingency to Date.	\$194,237.08
Owner Contingency Requested this Change Order	\$80,764.42
Remaining Owner Contingency after this Change Order	\$706,816.50
The Contract Sum prior to this Change Order was	\$11,404,683.72
The Contract Sum will be unchanged by this Change Order	\$0.00
The new Contract Sum including this Change Order will be	\$11,404,683.72
The Contract Time will be modified by	Twenty Eight (28)Days
The Date of Substantial Completion as of the date of this Change Order therefore is	June 8, 2024

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

DATE: March 22, 2024

Romach, Inc.
CONTRACTOR

BY
Nathan Morgan, Vice President

DATE:

The City of La Vergne
OWNER

BY
Jason Cole, Mayor

DATE:

ATTACHMENTS:

1. Romach Cost Itemization dated January 9, 2024 With VanDeVoorde Services backup documentation and sketches of additional requirements. Ten pages.
2. Romach Cost Itemization dated January 9, 2024. With backup information from VanDeVoorde Services. Two Pages.
3. Romach Cost Itemization dated March 4, 2024. With backup information from JTJ Commerical Interiors and Stonhard. Three Pages.
4. Romach Cost Itemization dated March 4, 2024. With backup information from VanDeVoorde Services. With Cover Email requesting additional time. Nine Pages.
5. Romach Cost Itemization dated March 22, 2024. With backup information from Harness. Two Pages.

LaVergne Fire Station : Added recept circuit for Multipurpose E wall A-74

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$283.39
Quotes	0.00
Sales Tax (9.75%)	27.63
Total Material	\$311.02
Labor	
Direct (9.55 hours @ \$80.00)	\$764.00
Non-Productive Labor	75.00
Total Labor (10.55 hours)	\$839.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$1,150.02
Overhead (10.00%)	115.00
Profit (5.00%)	63.25
Job Total	\$1,328.27
Actual Bid Price	\$1,328.27
Material to Direct Labor ratio: 0.29	
Prime Cost per square foot	\$0.04
Job Total per square foot	\$0.05
Actual Bid Price per square ft	\$0.05
Labor cost per square foot	\$0.03
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$178.25
Net Profit %	4.76

11/14/2023 9:43:21 AM

Van De Voorde Services

Page 1

LaVergne Fire Station : Added Receipt for projector Multipurpose Room

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$172.79
Quotes	0.00
Sales Tax (9.75%)	16.85
Total Material	\$189.64
Labor	
Direct (6.74 hours @ \$80.00)	\$539.20
Non-Productive Labor	75.00
Total Labor (7.74 hours)	\$614.20
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$803.84
Overhead (10.00%)	80.38
Profit (5.00%)	44.21
Job Total	\$928.43
Actual Bid Price	\$928.43
Material to Direct Labor ratio: 0.26	
Prime Cost per square foot	\$0.03
Job Total per square foot	\$0.03
Actual Bid Price per square ft	\$0.03
Labor cost per square foot	\$0.02
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$124.59
Net Profit %	4.76

11/14/2023 9:57:01 AM

Van De Voorde Services

Page 1

LaVergne Fire Station : Add 2 data stubs in Multipurpose Rm E wall

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$325.87
Quotes	0.00
Sales Tax (9.75%)	31.77
Total Material	\$357.64
Labor	
Direct (5.06 hours @ \$80.00)	\$404.80
Non-Productive Labor	75.00
Total Labor (6.06 hours)	\$479.80
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$837.44
Overhead (10.00%)	83.74
Profit (5.00%)	46.06
Job Total	\$967.24
Actual Bid Price	\$967.24
Material to Direct Labor ratio: 0.47	
Prime Cost per square foot	\$0.03
Job Total per square foot	\$0.04
Actual Bid Price per square ft	\$0.04
Labor cost per square foot	\$0.02
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$129.80
Net Profit %	4.76

11/14/2023 10:20:58 AM

Van De Voorde Services

Page 1

LaVergne Fire Station : Add 2-3" conduits for AV control in Multipurpose

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$752.25
Quotes	0.00
Sales Tax (9.75%)	73.34
Total Material	\$825.59
Labor	
Direct (6.00 hours @ \$80.00)	\$480.00
Non-Productive Labor	75.00
Total Labor (7.00 hours)	\$555.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$1,380.59
Overhead (10.00%)	138.06
Profit (5.00%)	75.93
Job Total	\$1,594.58
Actual Bid Price	\$1,594.58
Material to Direct Labor ratio: 0.63	
Prime Cost per square foot	\$0.05
Job Total per square foot	\$0.06
Actual Bid Price per square ft	\$0.06
Labor cost per square foot	\$0.02
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$213.99
Net Profit %	4.76

11/14/2023 10:27:19 AM

Van De Voorde Services

Page 1

LaVergne Fire Station : Add 3 data stubs in Multipurpose Rm N. Wall

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$349.20
Quotes	0.00
Sales Tax (9.75%)	34.05
Total Material	\$383.25
Labor	
Direct (5.53 hours @ \$80.00)	\$442.40
Non-Productive Labor	75.00
Total Labor (6.53 hours)	\$517.40
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$900.65
Overhead (10.00%)	90.06
Profit (5.00%)	49.54
Job Total	\$1,040.25
Actual Bid Price	\$1,040.25
Material to Direct Labor ratio: 0.46	
Prime Cost per square foot	\$0.03
Job Total per square foot	\$0.04
Actual Bid Price per square ft	\$0.04
Labor cost per square foot	\$0.02
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$139.60
Net Profit %	4.76

11/14/2023 10:57:14 AM

Van De Voorde Services

Page 1

LaVergne Fire Station : Add 1-3 gang data box with 2" conduiut to MP RM

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$386.46
Quotes	0.00
Sales Tax (9.75%)	37.68
Total Material	\$424.14
Labor	
Direct (4.40 hours @ \$80.00)	\$352.00
Non-Productive Labor	0.00
Total Labor (4.40 hours)	\$352.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$776.14
Overhead (10.00%)	77.61
Profit (5.00%)	42.69
Job Total	\$896.44
Actual Bid Price	\$896.44
Material to Direct Labor ratio: 0.55	
Prime Cost per square foot	\$0.03
Job Total per square foot	\$0.03
Actual Bid Price per square ft	\$0.03
Labor cost per square foot	\$0.01
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$120.30
Net Profit %	4.76

11/14/2023 11:03:03 AM

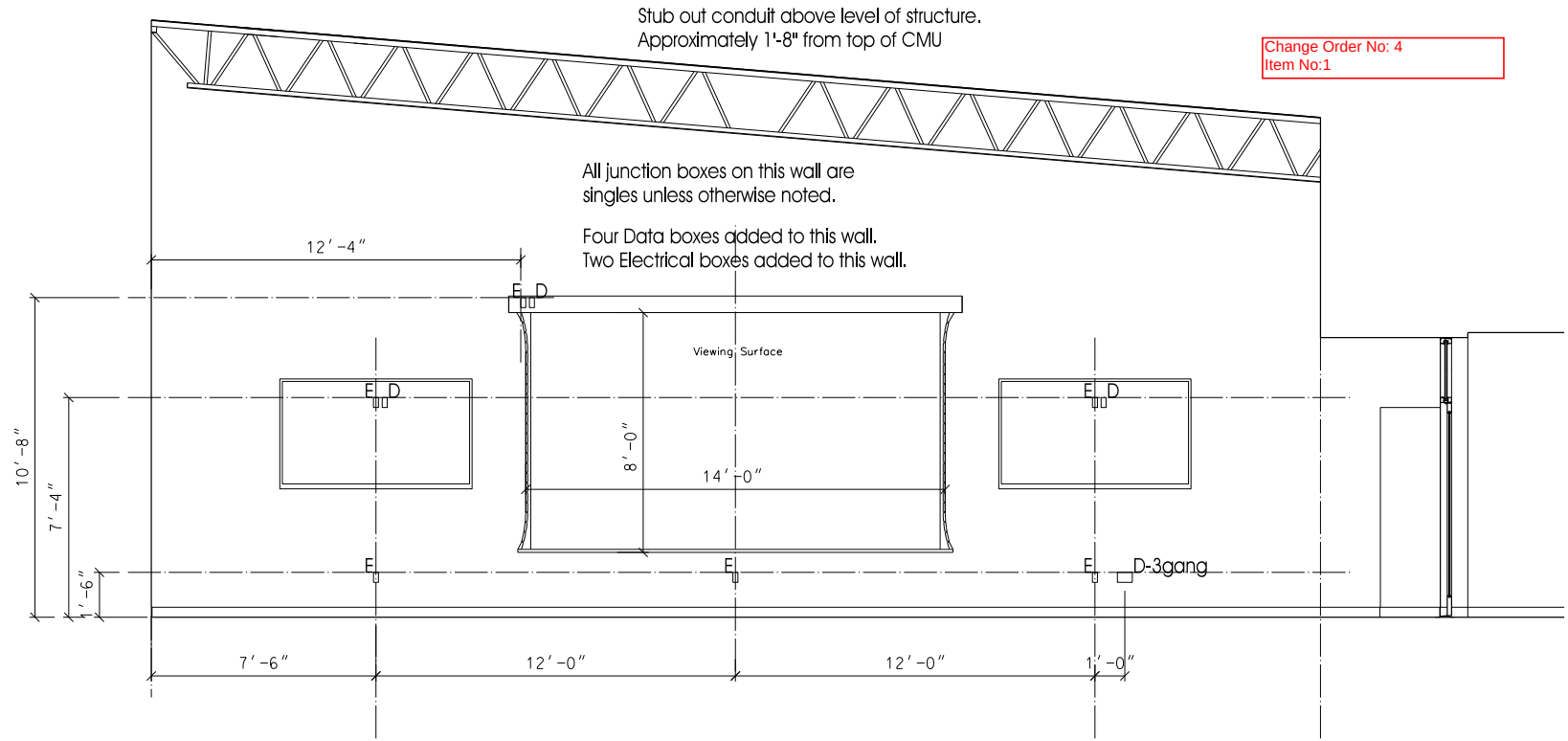
Van De Voorde Services

Page 1

LaVergne Fire Station : Add 3 receipts in Multipurpose Rm N. Wall

Totals (Summary) - Bid Summary: Default

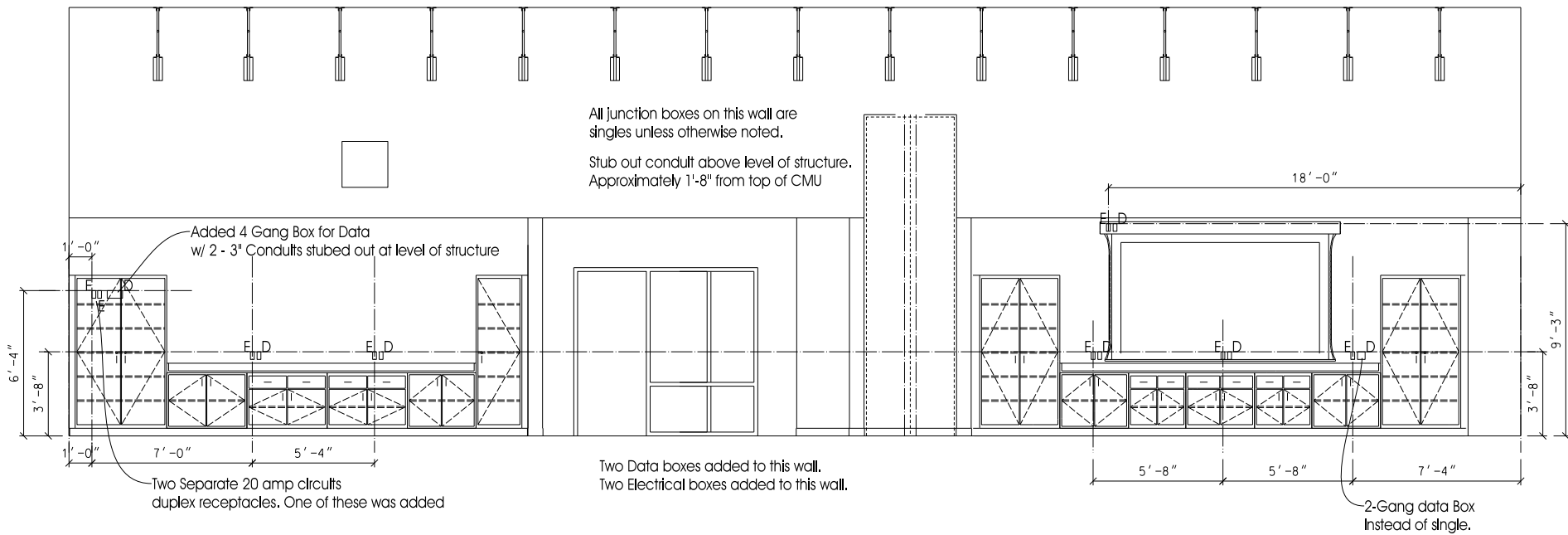
Material	
Non-Quoted	\$449.68
Quotes	0.00
Sales Tax (9.75%)	43.84
Total Material	\$493.52
Labor	
Direct (13.05 hours @ \$80.00)	\$1,044.00
Non-Productive Labor	0.00
Total Labor (13.05 hours)	\$1,044.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$1,537.52
Overhead (10.00%)	153.75
Profit (5.00%)	84.56
Job Total	\$1,775.83
Actual Bid Price	\$1,775.83
Material to Direct Labor ratio: 0.32	
Prime Cost per square foot	\$0.06
Job Total per square foot	\$0.07
Actual Bid Price per square ft	\$0.07
Labor cost per square foot	\$0.04
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$238.31
Net Profit %	4.76



Formal Revision to follow. Changes based on Owner's
Audio Visual Supplier/ Installer requirements.

JTT
07/18/2023

Main Display Wall, Plan North of Training Room 118



Formal Revision to follow. Changes based on Owner's
Audio Visual Supplier/ Installer requirements.

JTT
07/19/2023

Secondary Display Wall and AV Cabinet, Plan East of Training Room 118

Change Order No: 4
Item No:1

Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	09-Jan-24
Description:	Add two emergency exit fixtures in C102 and C106 per City Fire Marshal	Proposal Number:	

[illegible]

Material subtotal \$0.00			Labor Subtotal \$0.00		
Sales Tax 9.25% \$0.00			30.00% Labor Burden \$0.00		
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up \$0.00		Subcontract Costs \$1,470.58
Material Costs Including Sales Tax Subtotal from \$0.00		Equipment Subtotal from Page \$0.00	Labor Costs Including Mark-Up from Page \$0.00		Subcontract Costs from Page \$0.00
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up Subtotal \$0.00		Subcontract Costs Subtotal \$1,470.58

	Material		\$0.00
	Equipment		\$0.00
	Labor		\$0.00
	M+E+L -- Subtotal		\$0.00
	10% Overhead		\$0.00
	(M+E+L)*10 % OH -- Subtotal		\$0.00
	Subcontract Costs		\$1,470.58
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal		\$1,470.58
	5% PROFIT		\$73.53
	(((M+E+L)*10% OH)*5% Profit) -- Total		\$1,544.11
	Bond	2%	\$30.88
	Total Cost		\$1,574.99

Material	
Non-Quoted	\$111.11
Quotes	485.00
Sales Tax (9.75%)	58.12
Total Material	\$654.23
Labor	
Direct (6.80 hours @ \$80.00)	\$544.00
Non-Productive Labor	75.00
Total Labor (7.80 hours)	\$619.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$1,273.23
Overhead (10.00%)	127.32
Profit (5.00%)	70.03
Job Total	\$1,470.58
Actual Bid Price	\$1,470.58
Material to Direct Labor ratio: 0.55	
Prime Cost per square foot	\$0.05
Job Total per square foot	\$0.05
Actual Bid Price per square ft	\$0.05
Labor cost per square foot	\$0.02
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$197.35
Net Profit %	4.76

Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	04-Mar-24
Description:	Flooring Revisions	Proposal Number:	RFP 2

[illegible]

Material subtotal	\$0.00		Labor Subtotal	\$0.00	
Sales Tax 9.25%	\$0.00		30.00% Labor Burden	\$0.00	
Material Costs Including Sales Tax Subtotal	\$0.00	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up	\$0.00
Material Costs Including Sales Tax Subtotal from	\$0.00	Equipment Subtotal from Page	\$0.00	Labor Costs Including Mark-Up from Page	\$0.00
Material Costs Including Sales Tax Subtotal	\$0.00	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up Subtotal	\$0.00
				Subcontract Costs Subtotal	-\$6,744.00

		Material	\$0.00
		Equipment	\$0.00
		Labor	\$0.00
		M+E+L -- Subtotal	\$0.00
		10% Overhead	\$0.00
		(M+E+L)*10 % OH -- Subtotal	\$0.00
		Subcontract Costs	-\$6,744.00
		((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	-\$6,744.00
		5% PROFIT	\$0.00
		(((M+E+L)*10% OH)*5% Profit) -- Total	-\$6,744.00
		Bond	2% -\$134.88
		Total Cost	-\$6,878.88



Commercial Interiors, Inc.

200 Shady Grove Road ♦ Nashville, Tennessee 37214
Phone: 615-872-9363 ♦ Fax: 615-316-0381

February 15, 2024

Submitted To: Nathan Morgan
Romach
Phone: 615-794-8228
Email: nmorgan@romachconst.com

Project: Lavergne Fire #41
283 Old Nashville Hwy
Location: Lavergne, TN 37086

We hereby submit the following proposal for Proposal Request No. 2

*Deduct LVT in Training & additional LVT & base in other areas	deduct	-\$4,014.00
*Add carpet in Training & other areas as scheduled	Add	\$19,070.00
TOTAL FOR RFP #2	ADD	\$15,056.00

All of the above work is to be completed in a substantial and workmanlike manor. Any alteration or deviation from the specifications and or plans involving extra costs of material or labor will only be executed upon orders for the same and will become an extra charge over the sum mentioned in this proposal. All agreements are to be made in writing. This bid is valid for **30** days.

Respectfully Submitted 
Troy L. Clairday

CONTRACT CHANGE ORDER

CCN _____ 1

STONHARD

One Park Ave
Maple Shade, NJ 08052
856/779-7500
FAX: 856/321-7522

Date: _____ 1/26/2024

Project #: _____ PR5673248

Project: _____ La Vergne Firestation 41

Territory
Manager: _____ Brian Gates

Location Of Work: _____ La Vergne TN

Phone #: _____ 615-456-9757

DESCRIPTION OF ADDITIONAL WORK

Amount

Reduction of Scope of work based on new finish layout (PR 02) Dated 1/25/24	
Original Scope of work total contract \$174,188	
Revised Scope of work total proposed price \$152,388	
Deduct Amount	-\$21,800.00
Revised takeoff to reflect new total proposed scope of work based on PR 02 attached	

SCHEDULE IMPACT (Additional Time Associated/Required to perform above change order work)

--

TOTAL AMOUNT OF CHANGE ORDER

-\$21,800.00

NAME OF STONHARD AUTHORIZED SPONSOR

AUTHORIZED SIGNATURE

By executing this Change Order the undersigned represents and warrants that (a) he/she has the legal authority to act on behalf of his/her respective company and to bind said company; (b) said authority is not subject to final approval by some other person or entity; (c) the undersigned company agrees to make prompt payment to Stonhard with respect to services rendered and materials provided under this Change Order. It is expressly understood that Stonhard is relying on the aforementioned representations and warranties in furnishing the materials and services herein stated and would not otherwise furnish said materials and services absent the undersigned's representations and assurances.

Signed _____

Company Name _____

Date _____

Signed By (please print name) _____

Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	14-Mar-24
Description:	Electrical revisions in Proposal Request No. 3 dated 1/29/24	Proposal Number:	PR 03

Description	Material				Equipment				Labor				Subcontractor Costs	
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension		
Monument sign lighting				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$4,311.87
Flag Pole Lighting				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$9,931.53
Multi Purpose Rm Floor Boxes				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$8,721.53
Conference Rm Floor Boxes				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$2,316.36
Air Compressor Power Drop				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$1,603.41
Multi Purpose Rm Projectors				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$3,496.57
Power for two cord reels (no reels)				\$0.00				\$0.00				\$0.00	Van de Voorde Electric	\$4,356.69
				\$0.00				\$0.00				\$0.00		\$0.00
Pour back concrete slab 65 LF				\$0.00				\$0.00				\$0.00	Dennis Concrete	\$975.00
				\$0.00				\$0.00				\$0.00		\$0.00
Costs for additional time (4 weeks)				\$0.00				\$0.00				\$0.00		\$0.00
Supervision				\$0.00				\$0.00	160	mh	\$57.00	\$9,120.00		\$0.00
Truck				\$0.00	1.00	mon	\$600.00	\$600.00				\$0.00		\$0.00
Fuel	120.00	gal	\$3.25	\$390.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
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				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00

Material subtotal \$390.00								Labor Subtotal \$9,120.00					
Sales Tax 9.25% \$36.08								Labor Burden 30.00% \$2,736.00					
Material Costs Including Sales Tax Subtotal \$426.08				Equipment Subtotal \$600.00				Labor Costs Including Mark-Up \$11,856.00				Subcontract Costs \$35,712.96	
Material Costs Including Sales Tax Subtotal from \$0.00				Equipment Subtotal from Page \$0.00				Labor Costs Including Mark-Up from Page \$0.00				Subcontract Costs from Page \$0.00	
Material Costs Including Sales Tax Subtotal \$426.08				Equipment Subtotal \$600.00				Labor Costs Including Mark-Up Subtotal \$11,856.00				Subcontract Costs Subtotal \$35,712.96	

Material	\$426.08
Equipment	\$600.00
Labor	\$11,856.00
M+E+L -- Subtotal	\$12,882.08
10% Overhead	\$1,288.21
((M+E+L)*10 % OH -- Subtotal	\$14,170.28
Subcontract Costs	\$35,712.96
((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$49,883.24
5% PROFIT	\$2,494.16
(((M+E+L)*10% OH)*5% Profit) -- Total	\$52,377.40
Bond 2%	\$1,047.55
Total Cost	\$53,424.95

LaVergne Fire Station : LVFS monument sign

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$175.01
Quotes	1,300.00
Sales Tax (9.75%)	143.81
Total Material	\$1,618.82
Labor	
Direct (23.93 hours @ \$80.00)	\$1,914.40
Non-Productive Labor	75.00
Total Labor (24.93 hours)	\$1,989.40
Direct Job Expenses	\$125.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$3,733.22
Overhead (10.00%)	373.32
Profit (5.00%)	205.33
Job Total	\$4,311.87
Actual Bid Price	\$4,311.87
Material to Direct Labor ratio: 0.46	
Prime Cost per square foot	\$0.14
Job Total per square foot	\$0.16
Actual Bid Price per square ft	\$0.16
Labor cost per square foot	\$0.07
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$578.65
Net Profit %	4.76

Material	
Non-Quoted	\$487.73
Quotes	5,420.00
Sales Tax (9.75%)	576.00
Total Material	\$6,483.73
Labor	
Direct (23.00 hours @ \$80.00)	\$1,840.00
Non-Productive Labor	75.00
Total Labor (24.00 hours)	\$1,915.00
Direct Job Expenses	\$200.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$8,598.73
Overhead (10.00%)	859.87
Profit (5.00%)	472.93
Job Total	\$9,931.53
Actual Bid Price	\$9,931.53
Material to Direct Labor ratio: 0.78	
Prime Cost per square foot	\$0.32
Job Total per square foot	\$0.37
Actual Bid Price per square ft	\$0.37
Labor cost per square foot	\$0.07
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$1,332.80
Net Profit %	4.76

LaVergne Fire Station : LFS-CO Multipurpose Floor Boxes
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$1,591.97
Quotes	0.00
Sales Tax (8.25%)	131.34
Total Material	\$1,723.31
Labor	
Direct (71.91 hours @ \$80.00)	\$5,752.80
Non-Productive Labor	75.00
Total Labor (72.91 hours)	\$5,827.80
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$7,551.11
Overhead (10.00%)	755.11
Profit (5.00%)	415.31
Job Total	\$8,721.53
Actual Bid Price	\$8,721.53
Material to Direct Labor ratio: 0.23	
Prime Cost per square foot	\$0.28
Job Total per square foot	\$0.32
Actual Bid Price per square ft	\$0.32
Labor cost per square foot	\$0.22
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$1,170.42
Net Profit %	4.76

LaVergne Fire Station : LFS- Conference room floor boxes
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$448.69
Quotes	0.00
Sales Tax (8.25%)	37.02
Total Material	\$485.71
Labor	
Direct (18.06 hours @ \$80.00)	\$1,444.80
Non-Productive Labor	75.00
Total Labor (19.06 hours)	\$1,519.80
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$2,005.51
Overhead (10.00%)	200.55
Profit (5.00%)	110.30
Job Total	\$2,316.36
Actual Bid Price	\$2,316.36
Material to Direct Labor ratio: 0.25	
Prime Cost per square foot	\$0.07
Job Total per square foot	\$0.09
Actual Bid Price per square ft	\$0.09
Labor cost per square foot	\$0.06
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$310.85
Net Profit %	4.76

LFS-CO AIR Compressor
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$254.63
Quotes	0.00
Sales Tax (8.25%)	21.01
Total Material	\$275.64
Labor	
Direct (12.97 hours @ \$80.00)	\$1,037.60
Non-Productive Labor	75.00
Total Labor (13.97 hours)	\$1,112.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$1,388.24
Overhead (10.00%)	138.82
Profit (5.00%)	76.35
Job Total	\$1,603.41
Actual Bid Price	\$1,603.41
Material to Direct Labor ratio: 0.21	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$215.17
Net Profit %	4.76

LFS- CO Multipurpose room Projectors
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$318.10
Quotes	0.00
Sales Tax (8.25%)	26.24
Total Material	\$344.34
Labor	
Direct (32.60 hours @ \$80.00)	\$2,608.00
Non-Productive Labor	75.00
Total Labor (34.60 hours)	\$2,683.00
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$3,027.34
Overhead (10.00%)	302.73
Profit (5.00%)	166.50
Job Total	\$3,496.57
Actual Bid Price	\$3,496.57
Material to Direct Labor ratio: 0.12	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$469.23
Net Profit %	4.76

LaVergne Fire Station : LFS Added Power for Cord Reels
Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$633.65
Quotes	0.00
Sales Tax (9.75%)	61.78
Total Material	\$695.43
Labor	
Direct (37.52 hours @ \$80.00)	\$3,001.60
Non-Productive Labor	75.00
Total Labor (38.52 hours)	\$3,076.60
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$3,772.03
Overhead (10.00%)	377.20
Profit (5.00%)	207.46
Job Total	\$4,356.69
Actual Bid Price	\$4,356.69
Material to Direct Labor ratio: 0.19	
Prime Cost per square foot	\$0.14
Job Total per square foot	\$0.16
Actual Bid Price per square ft	\$0.16
Labor cost per square foot	\$0.11
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$584.66
Net Profit %	4.76

Change Order No: 4
Item No:5

Contract Summary

Sink Hole Allowance / Summary					
	Individual QTY	Combined QTY	Unit Rate	Individual Allowance	Combined Allowance
ration	1	4	\$ 5,196.79	\$ 5,196.79	20,787.16
Unit #1 (Keystone) \$35.25 ton	10.00	40.00	\$ 35.25	\$ 352.50	1,410.00
Unit #2 (Fabric) \$6.50 sy	100.00	400.00	\$ 6.50	\$ 650.00	2,600.00
Unit #3 (Solid Rock) \$38.13 ton	200.00	800.00	\$ 38.13	\$ 7,626.00	30,504.00
Unit #4 (57 Stone) \$48.50 ton	40.00	160.00	\$ 48.50	\$ 1,940.00	7,760.00
				\$ 15,765.29	\$ 63,061.16

Forecasted QTYs to Complete QTYs Agreed per EOR (materials already onsite)

Usage Summary			
Usage	%	Pay App total (overages will be CO)	Change Order Summary
	4.00	100%	\$ 20,787.16
	467.27	1168%	\$ 1,410.00
	2,907.85	727%	\$ 2,600.00
	577.71	72%	\$ 30,504.00
	160.00	100%	\$ 7,760.00
	Totals		\$ 63,061.16
			\$ 22,886.37

Rough pricing from sub-contractor.
Final pricing is based on the
agreed unit costs set forth in
Owner/Contractor Agreement.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 7. First Reading - **Ordinance #2024-05** - An Ordinance to amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2024-05

Summary:

This is a budget amendment to allocate funds for the Police Department License Plate Recognition System.

Background Information:

There are two parts related to this budget amendment. As previously noted, Phase 1 of the Solaren Automated License Plate Recognition System was approved by the Board of Mayor and Aldermen on May 4, 2021. The amount the board approved at that time was \$20,000 for the equipment and installation. At that time, we were unaware that there was a need for a subscription plan as we thought it was included in the original amount. The funds for the additional \$23,950 for the subscription plan need to be allocated to make this purchase.

The funds for Phase 2 of the project were originally allocated in the FY 2022-2023 General Fund Budget. The purchase was approved by the Board on October 6, 2022, the equipment was installed, and the department has been using the system. Unfortunately, the vendor did not send any invoices to the city prior to June 30, 2023 so we could pay for it in that year's budget. The invoice for Phase 2 has now been submitted for payment, but the funds were not rolled over into this year's budget. The funds for the \$62,818 need to be reallocated to cover the cost of the invoice.

Financial Summary:

The total budget amendment is \$86,768.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-05

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42100-949	Police – Other Machinery & Equipment	\$	86,768
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	86,768
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 8. **Resolution #2024-07** - A Resolution to Amend the Employee Handbook.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2024-07

Summary:

Various changes to the Employee Handbook. Specific changes outlined below.

Background Information:

This revision of the Employee handbook features the following changes of note:

- 3.6 (B) - Added section to include polygraph testing for evaluation purposes during the pre-hire phase. This is currently used by the La Vergne Police Department.
- 3.6 (C) - Added language related to drug screening to reflect safety-sensitive roles only.
- 7.1 - Amended language for exempt employees to read: based on a 40-hour work week.
- 7.5 (E) - Added a new section under pay rates related to overpayments and the process.
- 7.5 (F) - Added a new section under pay rates related to recovery of overpayments and the process.
- 7.9 (A) - complete rewrite regarding Federal Taxes and W4 process.
- 7.11 - Amended to include language for exempt employees related to travel.
- 8.7 - Added a new section to cover Insubordination.
- 8.21 (A) - Revised inclement weather without close section to be more clear for employees.
- 8.21 (B) - Revised bullet point related to exempt employees during official closings

due to weather

- 10.3 (B) - complete rewrite regarding vacation leave requests. Now grants supervisors to grant immediate use in the event of an emergency.
- 10.3 (D) - revised section for clarity for employees related to vacation compensation upon termination.
- 10.3 (E) - revised section for clarity for employees related to birthday day off.
- 10.18 - complete rewrite for clarity on absence without leave process.
- 13.5 - Amended for changes to the Accident Review Board process, including a new warning process and a brand-new section for members of the La Vergne Police Department.
- Chapter 16 - Dayforce: Small changes throughout to reflect the actual process after launch of the program.

Throughout the entire handbook, grammar, and punctuation were adjusted and corrected.

Financial Summary:

None.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-07

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK

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

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

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

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

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

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

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

Resolved this 2nd day of April, 2024.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder

Exhibit A

CITY OF LA VERGNE



Employee Handbook

Effective: April 2, 2024

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CHAPTER 1 - GENERAL PROVISIONS

1.1 EMPLOYEE HANDBOOK

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

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

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

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

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

1.2 PURPOSE

The purpose of this Employee Handbook is to implement a 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 poses an undue hardship to the City.*

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

1.3 AUTHORITY FOR PERSONNEL FUNCTION

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

1.4 POSITIONS COVERED

A. Applicability

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

B. Non-Covered Positions

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

1.5 RESPONSIBILITIES

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

Police Department Records and Reports may be exempt 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. On call time shall be compensated in accordance with the requirements of the FLSA and federal regulations set forth in 29 CFR, Part 553.221.

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

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

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

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

Personal Relationships - A relationship between individuals who have or have had close connections formed by emotional bonds and interactions. These types of relationships can be of 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 based on sufficient changes in the kind, difficulty or responsibility of work assigned to the position.

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

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

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

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

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

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

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

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

Transfer - Assignment of an employee from one position to another. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of the same class or between positions of a different class and may result in a reduction or a freeze of pay. Transfers may be considered at the employee's request or 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 to begin the recruitment process. The Human Resources Department will prepare and publicize job announcements 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 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.

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 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. **Polygraph Test** -When deemed necessary, shall encompass a series of examinations employing a polygraph device to assess the veracity of the applicant's responses to specific inquiries. This process is intended to evaluate the honesty and integrity of the applicant in relation to their personal history, qualifications, and suitability for the position. The examination will be conducted in a controlled environment by a trained and certified polygraph examiner. The outcome of the polygraph test will be considered along with other assessments to determine the applicant's overall fitness for the role.
5. **Psychological Test** - When required, shall include any test to determine if the applicant is free from any disorder, as set forth in the current edition of the *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.
6. **Training and Experience** - When required, shall be obtained, and evaluated from statements of education and experience contained in the application form or from such supplementary data as may be required.

C. Fitness for Duty/Medical Evaluations

Following a conditional offer of employment, every prospective full-time employee may be given a pre-employment physical evaluation by a clinic or doctor's office designated by the City of La Vergne. The purpose of this evaluation is to determine if the employee meets the necessary physical fitness standards of the position for which they were selected. Part-time, seasonal, or temporary employees may be subject to medical evaluation as determined by the Department Head with concurrence from the Human Resources Department. All safety sensitive positions will also be subject to passing a pre-employment drug screen. 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 a 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, all Employees accumulate Annual Leave, Personal Time Off, and Sick Leave. Leave privileges begin after 90 days, but Sick Leave can be used during probation. Usage of Accrued Leave 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 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 written warnings as follows:

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

4.9 TRANSFERS

A. Policy

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 the City Administrator.

CHAPTER 5 - SEPARATIONS

5.1 TYPES OF SEPARATION

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

Upon parting ways, employees must return all City property, including records, equipment, and issued attire, in good 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 are not eligible for overtime pay. They must record their work time for calculations of comp time but are paid a salary based on a 40 hour work week.
- **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 to be in compliance with the appropriate pay classification. If a demotion is a result of a disciplinary action, a

reduction in pay of no less than 6% will be determined by the Director of Human Resources and the City Administrator with final approval from the Mayor.

C. Transfer

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

D. Reclassification

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

E. Overpayment

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

F. Recovery

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

7.6 PAY FOR PART TIME WORK

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

7.9 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.

Federal Income Tax

A. Federal taxes are withheld from employees' paychecks based on the number of dependents each individual claims, as indicated on the W-4 form. It is the responsibility of employees to ensure their W-4 forms are accurate and up to date with current tax laws or any changes in personal circumstances that could impact their withholding amounts. Employers are required to keep a copy of the W-4 form on file. If there are any changes in an employee's exemption status, it is crucial for the employee to submit a revised W-4 through the employee's Dayforce platform promptly. Adjustments to payroll deductions, reflecting the updated

exemption status, can only be made after the submission of an updated W-4, ensuring that tax withholdings are accurately calculated. The City is not responsible for any tax implications or errors in submission based on the employee's submission.

B. Social Security Tax

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

C. General Deductions

Deductions may be made from an employee's pay only with the employee's written authorization. These deductions may include, but 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 to an amount that is proportionate to the number of days suspended.
4. Employees who work less than 40 hours during their first or last week of employment will be paid a proportionate part of their full salary for the time actually worked.

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.

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

7.12 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.
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 normal hours worked. However, from time to time, as authorized by your supervisor, and typically in circumstances such as prolonged emergencies or other situations requiring exempt personnel to work after hours, on weekends, or otherwise outside of regularly scheduled hours, compensatory time may be provided to exempt employees, as follows:

1. Exempt employees will not be permitted to accumulate more than 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 will accrue no more than five hours of comp time based on your work that week.
3. Exempt employees must use any accrued comp time within 12 months of accrual. Any comp time not used within this period will be forfeited. Comp time for exempt employees is a discretionary benefit provided by the City. Comp time is not wages. Comp time may not be "cashed out" at any time during your employment and will not be paid out on termination.
4. Generally, you may use comp time for all the same purposes as you would use other paid or unpaid leave pursuant to this Handbook, including for both planned and unplanned absences; however, you are expected to follow the City attendance policy, including applicable notice provisions, when requesting comp time. The City reserves the right to deny any request to use comp time if such 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.

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)*).

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

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.

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.
- Compressed workweeks in which an employee works 10 hours per workday, reducing the workweek to four days a week.

The city administrator, department head, or supervisor in conjunction with the human resources department is responsible for identifying if any of the staffing options are workable within the department. This may include determining 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. Everyone's actions, both on and off duty, have the potential to reflect upon the entire organization and the city at large. To ensure the highest standards of personal and professional integrity, employees must be mindful of their conduct and the impressions they create.

Employees are ambassadors for the City and should always prioritize ethical behavior, respect for others, and the overall betterment of our community. Avoidance of conflicts of interest, refraining from 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 Insubordination

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

8.8 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 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

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.

8.15 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.

8.16 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.

8.17 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.

8.18 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.

8.19 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City of La Vergne provides an EAP for all employees and their dependents both full-time and part-time. Management may recommend the 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.

8.20 PERSONAL ELECTRONIC RECORDING DEVICES

Personal electronic recording devices are prohibited.

8.21 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 activities 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.

8.22 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, personal time off (PTO), or Comp time. If you have no accrued paid leave (not including sick), then the time is charged as leave without pay.

B. Employees who are unavoidably delayed despite their best efforts to arrive at work on time, and who promptly inform their supervisor of such delays, may not be required to use leave for their absence. The decision to mandate the use of accrued leave for late arrivals under these conditions' rests with the supervisor. They will consider factors such as the intensity of the weather, the timeliness and clarity of the

employee's communication, and the impact of the delay on city operations. This policy is designed to balance the importance of safety with the commitment to maintaining city services.

C. 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.
- For exempt employees, the expectation is to work from home during inclement weather conditions, ensuring continuity of city operations even when it's not feasible to physically report to work. Compensatory time will be provided for hours worked beyond the standard 40-hour workweek, excluding remote work or work from home scenarios, unless such arrangements have received prior approval from the City Administrator. This policy emphasizes the adaptability and responsibility of exempt employees to fulfill their duties outside the traditional office setting, especially during adverse weather conditions, while aligning with city guidelines and administrative approval processes.

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 statements made during 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 always to be treated with courtesy and respect. Violence, threats, harassment, intimidation, and other disruptive behavior in the workplace will not be tolerated. All weapons, and other dangerous or hazardous devices or substances are prohibited from City of La Vergne property,

unless under the control of law enforcement or emergency personnel. City property includes but is not limited to, buildings, parking lots and City owned vehicles. However, licensed firearms owners with carry permits may store weapons 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 accommodation, 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 accommodation, 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 employees 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
Day after Thanksgiving	Friday following Thanksgiving
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 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 cap 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 should be submitted through the Dayforce system no less than 24 hours in advance of the desired date. In emergency situations, employees may seek approval for leave directly from their supervisor either verbally or through Dayforce, provided they make contact before the start of the workday. Additionally, with the approval of the Department Head, vacation leave can now be utilized on the day it is requested, offering greater flexibility to accommodate unforeseen circumstances.

Employees are generally not permitted to use vacation leave for more than three (3) consecutive weeks, except in cases where the employee is on FMLA leave or has received prior approval from the City Administrator.

When two employees request vacation for the same period, preference will be given to the one who made the request first, adhering to a first-come, first-served basis. However, if the concurrent absence of both employees does not impact the department's normal operations, the Department Head may allow both employees to take their vacation simultaneously or with overlapping dates. This revision aims to streamline the vacation request process while maintaining the efficiency and flexibility of departmental operations.

C. Pay In-Lieu of Vacation

Pay in-lieu of vacation may be permitted, if approved by the 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. 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. 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 a minimum 14-calendar day notice, or who are terminated for reasons not involving criminal misconduct, will receive a lump sum payment for any accrued, unused vacation hours in their final paycheck. During the notice period, which is 14 calendar days for general employees and four weeks for Department Heads, the use of vacation or PTO is not permitted. However, any vacation time that was approved prior to submitting the resignation notice is still eligible for use. Sick leave can be taken within the 14-calendar day notice period, but a physician's note must be provided for each day taken. The requirement for notice can be waived at the discretion of the Director of Human Resources for general employees, and by the City Administrator for Department Heads, offering flexibility in handling transitions.

E. Employee Birthday

Employees who have been with the City for at least three months are granted an additional day of paid leave during the calendar year to celebrate their birthday, subject to departmental approval. This birthday leave will appear in your Dayforce platform approximately 60 days before your actual birthday, ensuring ample time for planning. Employees are eligible to take this day off up to 7 calendar days before or up to 14 calendar days after their actual birthday. If this special day of leave is not utilized within 14 days following your birthday, it will automatically be removed from Dayforce. This policy is designed to honor our employees on their special day while maintaining the flexibility needed to accommodate departmental operations.

10.4 SICK LEAVE

Sick leave shall not be considered a right which an employee may use at his/her discretion, but rather as a privilege. It is intended 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 more than 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. Employees are incapacitated by illness or non-job-related injury.
2. He/she is seeking medical, dental, optical, psychological, or other diagnosis and treatment.
3. Necessary care and attendance of a member of the employee’s immediate family when approved by their Department Head. (See Chapter 2 for definition of Immediate Family)
4. Bereavement leave for the death of a family member as described in Section 10.6.
5. Any other reason that is allowable under the Family Medical Leave Act.

It's important to note that sick leave cannot be utilized to complete a 40-hour work week if an employee is short of actual work hours. Sick leave is intended to support employees during times of health-related absences and must be used in accordance with the outlined purposes.

C. Sick Leave and PTO Abuse

The City’s expectations regarding employee attendance are not altered by the fact than 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 their supervisor or department head as soon as possible but at least prior to the start of the workday in which the employee will be absent. Failure to call in as required may result in the absence being charged to leave without pay, in addition to any disciplinary action that may be indicated. An 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 the "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 should include enough physicians to provide timely treatment.
2. Employer or insurer has exclusive rights to decide which providers are in network.
3. Only a licensed physician in the appropriate scope of practice may modify, delay, or deny a request for authorization for treatment.
4. Provides that after the first visit, you, the injured worker, have the right to choose a doctor within the medical network.
5. The network authorizes the injured worker to obtain a second and third medical opinion in 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 hour 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 statutory leave or seeking additional leave beyond their accrued paid duration can request Leave Without Pay under Section 10.17. Such requests follow the same procedure as any other under Section 10.17.

For extended leave due to medical issues 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"). Regarding adoption, the four (4) month period shall begin at the time an employee receives custody of the child.

B. Notification Requirements

Employees must give at least three (3) months' advance notice to the City of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave.

Employees who fail to give the required notice may be denied leave under this Section. However, Employees who are prevented from giving three (3) months' advance notice because of a medical emergency 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 employees 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 the 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, they 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 their scheduled return-to-work date. Part of the FFD certification process will involve presenting the health care provider with a copy of the employee's current job description, so the 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 their paycheck as per normal procedures. Any employee not in a pay status must make premium payments on the first of each month that they are 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 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 considered, 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 is required to be on file in the Human Resources Department before any Military Leave is approved.

B. Military Leave for Training

Employees will receive full compensation for a period of twenty (20) days (or 160 hours) of military leave each calendar year, excluding holidays and scheduled off days, for all periods of military service for which an employee is engaged in the performance of duty or training in the service of the State of Tennessee or of the United States under competent orders. Such leave will not be charged to any form of accrued paid leave. For any additional working days of leave in each calendar year, employees may elect to use either accrued leave or leave without pay. An employee electing to use leave without pay for a period of service under competent orders more than twenty (20) days will not be required to first exhaust accrued leave pursuant to Section 10.17. An employee requesting military leave shall provide the City with the dates for training and travel time in advance.

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. If 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 paid leave for any time during which they would be scheduled to work. An employee will not be paid their regular wages unless testimony is dependent on their observations or actions while acting in their capacity as an employee of the City of La Vergne.

10.16 ADMINISTRATIVE LEAVE

Upon 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 of more than ten (10) days will not be granted unless there is a reasonable expectation that the employee will return to duty at the expiration of the leave period.

Leave without pay may be granted only when the employee has used all his/her accrued available vacation leave, compensation time and or sick leave as applicable, subject to Section 10.14 for employees on military leave. Employees who receive 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, PTO, and sick leave will not accrue if an employee is on leave without pay for more than 50% of a month.

10.18 ABSENCE WITHOUT LEAVE

An employee's absence without prior notification to their supervisor or without a satisfactory reason will be marked as "unauthorized leave." Such absences may trigger disciplinary actions and will result in a deduction from the employee's bi-weekly pay, reflecting the hours absent without authorization. During these periods, no vacation or sick leave will be accrued.

Furthermore, an occurrence of three consecutive days of unauthorized absences will be considered grounds for termination of employment. This policy is enforced to underscore the critical importance of communication and accountability within the workplace. Employees are expected to notify their supervisors of absences to ensure proper planning and continuity of operations.

10.19 SHARED LEAVE POLICY

On occasion, a City of La Vergne employee or a member of their immediate family may encounter a catastrophic illness that requires an extended absence from work. The leave donation policy is created to 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 and forces the employee to exhaust all leave time earned and be in a leave without pay status.

A. SICK LEAVE BANK (SLB).

1. The SLB will consist of leave donated by employees. All donations of leave to the SLB are strictly voluntary, but for employees to become eligible to receive leave from the SLB, they must fill out the membership request form through the Human Resources (HR) department, which requires an initial donation an initial sixteen (16) hours of sick leave, or twenty-four (24) hours for firefighters working fifty-six (56) hours per week, to the SLB. Each year, employees must donate at least eight (8) hours of sick leave, or twelve (12) hours for firefighters working fifty-six (56) hours per week to the SLB by the end of January, or they shall relinquish their eligibility to withdraw leave from the SLB for that calendar year.
2. Employees may donate additional leave throughout the year if they choose to do so. Employees may donate up to a maximum of forty (40) hours of sick leave, 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 their 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 ensure 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 be processed through direct deposit only. Employees can set up or make changes to direct deposit information and paycheck deductions by submitting the necessary details through the Dayforce platform. The deductions may include group benefit insurance premiums and supplemental insurance premiums. To make a change in pre-tax deductions that are allocated under the Section 125 (Pre-Tax Contribution Program) plan, hereinafter known as PTCP, you must have a qualifying event as follows:

A. PTCP (pre-tax contribution plan) Permitted Changes.

Under the Internal Revenue Service (IRS) rules, you may change your health insurance deduction during the plan year only after one of the following PTCP-qualifying events:

- You have a change in family status (e.g. marriage, birth, death, legal separation, divorce, 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 if 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.

While any feedback will remain permanently in the employee's personnel file, progressive feedback should follow the appropriate levels if inside the following "active periods." These also apply to promotional job opportunities as they relate to section 4.8 (B) on Eligibility:

- A first written warning will remain in effect for six (6) months.
- A final written warning will remain in effect for twelve (12) months.

13.3 NOTICE TO EMPLOYEE OF DISCIPLINARY ACTION

The employee will be furnished a notice from management containing the nature of the action. Disciplinary action is not subject to appeal, but an employee subject to disciplinary action has the option of completing a rebuttal which will be maintained in the employee's personnel file. The employee may be retained in status, suspended without pay, demoted, or dismissed, as deemed in the best interest of the City, for violation of these Personnel Regulations, misconduct as defined herein or for any reason as defined under the City of La Vergne's At-Will Status.

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 against the decision of the supervisor in writing to his/her Department Head. The Department Head may discuss the grievance with the employee, the employee's supervisor, the Human Resources Department, and any other parties deemed relevant by the Department Head. The Department Head shall respond in writing to the employee within ten (10) workdays regarding his/her decision 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 of receipt of the Department Head's decision. The written appeal shall contain a detailed description of the reason(s) for the appeal.
 - B. The City Administrator has the option to (1) conduct further investigation; and/or (2) conduct a hearing to make his/her determination and decision. If the City Administrator chooses to have a hearing, it must be held within fifteen (15) working days from receipt of the appeal. The City Administrator shall render his/her determination and decision to the employee within fifteen (15) workdays of receipt of 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 considers 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 the Human Resources Department for inclusion in the employee's personnel file.
 8. The availability of this internal grievance procedure in no way alters or impacts the At Will status of all employees of the City.
 9. An employee who wishes to make a report involving possible unlawful conduct, policy, or practice by the City has the option of submitting a report directly to the Director of Human Resources and/or the City Administrator. If the alleged conduct, policy, or

- practice involves the Director of Human Resources and/or the City Administrator, or the Mayor and Board of Aldermen, the employee may report the issue to the City Attorney.
10. Certain provisions of this Section will not apply to Internal Investigations conducted by the Police Department.

13.5 ACCIDENT REVIEW BOARD

The purpose of this program is to ensure that all City of La Vergne vehicles and equipment are operated in a manner that ensures the safety of the employees and citizens of La Vergne. This program intends to standardize how accidents are handled throughout the City. In the event of an accident the employee's immediate supervisor, as well as the Director of Human Resources shall be notified. The respective department's Director shall also be notified as soon as practical. If the accident involves a motor vehicle, the La Vergne Police Department shall be called to investigate, unless the accident involves the La Vergne Police Department, then the Smyrna Police Department or the Tennessee Highway Patrol should be called to the scene. If the La Vergne Police Department is unable to respond, the Smyrna Police Department or Tennessee Highway Patrol shall be notified. 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.

Authority to Investigate

- a. 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.
- b. 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.

Accident Review Board

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. The monthly review board notification will be emailed out to all employees who have a case to be reviewed. The employee should notify the Human Resources department if they intend to be present during the review of their case.

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.

Documentation

The following documentation is required for the Accident Review Board to conduct a thorough and fair review of the accident:

- a. 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.
- b. Tennessee Uniform Traffic Crash Report: City of La Vergne Police traffic crash report (if applicable).
- c. Photographs: Any photographs, or recorded video, taken at the scene of the accident must be sent to the Human Resources Department for inclusion with the file to be presented to the Accident Review Board.
- d. Maintenance Records: If the driver/operator of a vehicle (or piece of equipment) states that the accident occurred because 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.

Procedures

- a. 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.
- b. If the accident is determined to have been non-preventable, no disciplinary action will be recommended.
- c. If the accident is determined to have been preventable, appropriate action will be recommended by the measures outlined in the next section.

Definitions

- a. Negligence: 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.
- b. Reckless Operation: Knowingly taking a risk. The act of being aware of the conduct but consciously disregarding the risks involved.
- c. 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.
- d. 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.
- e. Preventable Accident: Any accident that results in property damage or physical injury that could have been avoided by appropriate action taken by the employee.

- f. Violation: Infringement or breach of law, rule, right, etc.
- g. Vehicle: A device or structure for transporting persons or things; a conveyance. For this program, vehicles will include the following: Motor Vehicles (cars, trucks, and fire apparatus), Heavy Equipment (backhoes), etc.
- h. Equipment: Shall include (but not be limited to) the following: Trailers, Mowers, or any other equipment not designed to be operated on a roadway.

Disciplinary Action

- a. 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.
- b. Point System:

All applicable point values should be chosen from each of the following sections. Points are imposed and credited according to the following:

Driver's contributing action:

- i. Reckless Operation 15 pts.
- ii. Traffic Signal Violation 10 pts.
- iii. Negligence 10 pts.
- iv. Speeding 8 pts.
- v. Improper Backing 5 pts.
- vi. Struck Fixed Object 5 pts.
- vii. Following Too Closely 5 pts.
- viii. Improper Lane Change 5 pts.
- ix. Other 5 pts.

Preventable accidents in the past thirty-six (36) months (does not include case currently being reviewed).

- i. Four or more accidents 15 pts.

- ii. Three accidents 8 pts.
- iii. Two accidents..... 5 pts.
- iv. One accident..... 3 pts.

Seatbelts

- i. The employee did not use 5 pts.
- ii. The Employee did use..... 0 pts.

Siren/Warning lights/Hazard lights

- i. Used.....-2 pts.
- ii. Not used +2 pts.
- iii. N/A 0 pts.

Good driving record with the City of La Vergne

- i. 5 or more years-5 pts.
- ii. 4 years-4 pts.
- iii. 3 Years-3 pts.
- iv. 2 Years-2 pts.
- v. 1 Year..... -1 pt.
- vi. >1 Year..... 0 pts.

Disciplinary Guide

Disciplinary action is based on the total number of points accumulated for the accident and the employee's driving history for the past thirty-six (36) months. The point values listed below should serve as a guide to ensure consistent assessment of employee-involved accidents. However, the Accident Review Board must consider the totality of the circumstances surrounding the accident being reviewed. These circumstances may include (but are not limited to) the following: the extent of injury; any disregard for life or property demonstrated by the driver/operator; etc. Additional points may be assessed by the Review Board based on these circumstances.

First preventable accident in past thirty-six (36) months:

<u>Points</u>	<u>Action Recommended</u>
3 or less	Counseling Form
4 – 13	Safety Written Warning

14 – 20	1 Shift unpaid Suspension
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21 or more	2 Shift unpaid Suspension
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Second preventable accident in thirty-six (36) months:

<u>Points</u>	<u>Action Recommended</u>
8 or less	Safety Written Warning
9 – 13	1 Shift unpaid Suspension
14 – 20	2 Shift unpaid Suspension
21 or more	3 Shift unpaid Suspension

Third preventable accident in thirty-six (36) months: No take-home vehicle and a Safety Final Written Warning, plus:

<u>Points</u>	<u>Action Recommended</u>
8 or less	1 Shift unpaid Suspension
9 – 15	2 Shift unpaid Suspension
16 – 19	3 Shift unpaid Suspension
20 or more	4 Shift unpaid Suspension

Beginning March 2024 through February 2025, employees of the La Vergne Police Department will be recommended on the following points. This recommendation was by the Chief of Police. This will be reviewed again in February 2025 or prior if additional changes are required.

First LPD preventable accident in the past thirty-six (36) months:

<u>Points</u>	<u>Action Recommended</u>
8 or less	Safety Written Warning
9 – 13	1 Shift unpaid Suspension
14 – 20	2 Shift unpaid Suspension
21 or more	3 Shift unpaid Suspension

Second LPD preventable accident in the past thirty-six (36) months:

<u>Points</u>	<u>Action Recommended</u>
8 or less	1 Shift unpaid Suspension
9 – 13	2 Shift unpaid Suspension

14 – 20	3 Shift unpaid Suspension
21 or more	4 Shift unpaid Suspension

Third LPD preventable accident in the past thirty-six (36) months: No take-home vehicle and a Safety Final Written Warning, plus:

<u>Points</u>	<u>Action Recommended</u>
8 or less	2 Shift unpaid Suspension
9 – 13	3 Shift unpaid Suspension
14 – 19	4 Shift unpaid Suspension
20 or more	5 Shift unpaid Suspension

In addition to any other disciplinary action taken, Three or more preventable accidents within a thirty-six (36) month period result in the suspension of take-home car privileges (if applicable) for one (1) year and the issuance of a Safety Final Written Warning. If the employee does not have a take-home car, driving a City-owned vehicle while on duty might be suspended.

In addition to any disciplinary action taken, any employee who is the driver/operator responsible for a preventable accident may be required to take and complete a Remedial Driving Course.

Failure to report an accident is a violation of this program and may be a violation of Tennessee State Law. Failure to report an accident in a City-owned vehicle and/or piece of equipment will be treated the same as three (or more) accidents in the last thirty-six (36) months as it relates to disciplinary action

The Accident Review Board may recommend any other action up to and including termination of employment; however, the decision to terminate employment rests with the Mayor.

Appeals

Employees who receive disciplinary action for preventable accidents may appeal to the City Administrator following the applicable appeals process outlined in Chapter 13 of the City of La Vergne Employee Handbook. The handbook outlines the procedures and steps to take and explains that disciplinary action is not appealable, but the process in which the action was determined could be appealed if believed to have been done outside of the guidelines of the board.

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 is also 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.

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 and four minutes and 59 seconds (4:59) minutes after 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.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:04 AM. DF will record this employee as starting on time at 8:00 AM.

If an employee clocks in between five (5) and fifteen (15) minutes after their scheduled shift start time, a grace exemption period will apply before the employee is considered late. During this grace period, payment will start from the actual clock-in time.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:12 AM. This employee will be paid from 8:12 AM, but they will not be marked as late if the employee has not exhausted their four (4) exemptions that quarter.

Each employee is allocated a maximum of four (4) grace period exemptions per quarter. These exemptions permit the employee to clock in within the six (6) and fifteen (15) minute grace period without being marked as late.

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 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.
4. 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 early. If an employee clocks out before their scheduled end time, their pay will be reduced accordingly.

Example: An employee's schedule concludes at 5:00 PM. The employee clocks out at 4:54 PM. As there is no grace period for clocking out, this employee will have six (6) minutes deducted from their paid time for that shift.

2. Flexing time, or the practice of adjusting start and end times within the same workday, is not permitted without prior permission from a supervisor, according to Section 8.3 of the employee handbook.

Any instances of unauthorized flexing will be addressed 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 the Water Department will have their work location recorded in the DF system as Public Works, 148 International Blvd.

1. All employees are expected to clock in and out of their assigned physical work location. This helps ensure accuracy and fairness in our timekeeping system.
2. If an employee clocks in or out from a location other than their assigned work location, the DF system will detect this as a non-location-based punch. Any such punches require prior authorization from the employee's supervisor.
3. If unauthorized non-location-based punches are detected, employees should expect to receive feedback according to the performance feedback as defined in Section 13.2 of this handbook. Repeated occurrences may 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. All employees should authorize their time sheet after completion of punches for the day. This is the "virtual" signature that acknowledges the sheet accurately reflects the time worked.

2. Supervisors bear the responsibility for maintaining accurate and up-to-date schedules for each of their direct reports. This includes promptly updating schedules to reflect any changes or adjustments.
3. Employees are responsible for clocking in and out according to their assigned schedule. This contributes to accurate timekeeping and payroll calculations.
4. In addition to adhering to their schedule, employees are also responsible for the accuracy of their timesheets. This includes verifying their clock-in and clock-out times and ensuring that any leave or other time off is correctly recorded.

CHAPTER 17 - AMENDMENTS TO EMPLOYEE HANDBOOK

17.1 AMENDMENTS

Amendments or revisions to this Employee Handbook may be recommended for adoption by the City Administrator or by the Board of Mayor and Aldermen of its own initiative. Such amendments or revisions of these regulations, policies and procedures shall become effective upon approval by the Board of Mayor and Aldermen.

All departmental regulations, policies and procedures as presently constituted or hereinafter adopted, which are not in conflict with these regulations, policies and procedures shall be in effect.

17.2 SEVERABILITY

If any Charter, Article or Section of this Employee Handbook is found to conflict with Federal, State or City laws and regulations, or Court decision, that Section will continue in effect only to the extent permitted by such law or regulation or Court decision. If any Charter, Article or Section of this handbook is or becomes invalid or unenforceable, such invalidity or unenforceable nature will not affect or impair any other Charter, Article or Section of this handbook.

Acknowledgement of Receipt City of La Vergne Employee Handbook

This acknowledgement is signed by each employee inside the Dayforce platform.

I hereby acknowledge receipt of the City of La Vergne Employee Handbook, effective from 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.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 9. **Resolution #2024-08** - A Resolution Authorizing the City of La Vergne to Participate in the National Purchasing Cooperative Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-08

Summary:

This resolution will allow the city to participate in this cooperative purchasing program.

Background Information:

Tennessee state law allows for cities to participate in cooperative purchasing programs. We belong to several of these organizations and there are several benefits for using their services. It simplifies the purchasing process because the vendors go through a bidding process and the city does not have to bid every single item out. Pricing is better because the organization combines the purchasing power of their members and uses that leverage through economies of scale and reduces administrative costs. There are many organizations in Tennessee that use the National Purchasing Cooperative program, so it is beneficial to all of us.

Financial Summary:

There is no cost to join the National Purchasing Cooperative program.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-08

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE NATIONAL PURCHASING COOPERATIVE PROGRAM.

WHEREAS, Tennessee Code Annotated §12-9-104 permits local governments to enter into joint agreements to exercise legitimate governmental functions (including purchasing) with any other local government in Tennessee or in any other state; and

WHEREAS, there is no cost or obligation to join or participate in the National Purchasing Cooperative contract purchasing program, and there are no minimum contract purchasing requirements or commitments for members' use of the National Purchasing Cooperative contracts; and

WHEREAS, the City of La Vergne desires to enter into an interlocal participation agreement with the National Purchasing Cooperative for the purpose of seeking and participating in competitively solicited purchasing contracts for products and equipment.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into an interlocal participation agreement (attached as Exhibit A) with the National Purchasing Cooperative at no cost to the city.

This resolution will take effect immediately upon its passage, the public welfare requiring it.

RESOLVED this the 2nd day of April, 2024.

Mayor

ATTEST:

City Recorder

NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
- b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____
Dan Troxell, Ph.D.
Assistant Secretary

Date: _____

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Government Entity Name)

By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email



Alcoa City School District (TN)	City of Hendersonville (TN)	Dyer County Board of Education (TN)	Houston County School System (TN)
Anderson County (TN)	City of Kingsport (TN)	Dyersburg City Schools (TN)	Humphreys County School System(TN)
Arlington Community Schools (TN)	City of Lewisburg (TN)	Dyersburg State Community College (TN)	Huntingdon Special School District (TN)
Athens City Schools (TN)	City of Lexington (TN)	East Tennessee State University (TN)	Jackson County Schools (TN)
Austin Peay State University (TN)	City of Loretto (TN)	Elizabethton City Schools (TN)	Jackson State Community College (TN)
Bartlett City of Board of Education (TN)	City of Loudon (TN)	Erwin Utilities Authority (TN)	Jackson-Madison County School System (TN)
Bedford County (TN)	City of Maryville (TN)	Fayetteville City Schools (TN)	Jefferson County (TN)
Bedford County Board of Education (TN)	City of McMinnville (TN)	First Utility District of Knox County (TN)	Johnson County (TN)
Bells City School District (TN)	City of Memphis (TN)	Franklin County (TN)	Johnson County Board of Education (TN)
Belmont University (TN)	City of Millington (TN)	Franklin Special School District (TN)	Johnson County Rescue and EMS (TN)
Benton County Board of Education (TN)	City of Morristown (TN)	Germantown Board of Education (TN)	Johnson University (TN)
Blount County (TN)	City of Mount Pleasant (TN)	Gibson County Special School District (TN)	Lake County Schools (TN)
Bradley County BOE (TN)	City of Murfreesboro (TN)	Giles County (TN)	Lakeland School System (TN)
Campbell County (TN)	City of Paris (TN)	Giles County Schools (TN)	Lebanon Housing Authority (TN)
Campbell County Board of Education (TN)	City of Pigeon Forge (TN)	Gilt Edge VFD (TN)	Lebanon Special School District (TN)
Chattanooga State Community College (TN)	City of Red Bank (TN)	Grainger County Board of Education (TN)	Lewis County Board of Education (TN)
Cheatham County (TN)	City of Ripley (TN)	Greenville City Schools (TN)	Lincoln County (TN)
Cheatham County School District (TN)	City of Savannah (TN)	Grundy County Board of Education (TN)	Lincoln County Dept of Education (TN)
Chester County Schools (TN)	City of Shelbyville (TN)	Hamblen County (TN)	Lipscomb University (TN)
City of Alcoa (TN)	City of Smithville (TN)	Hamblen County Department of Education (TN)	Loudon County (TN)
City of Athens (TN)	City of Sparta (TN)	Hamilton County (TN)	Macon County School District (TN)
City of Bartlett (TN)	City of White House (TN)	Hamilton County Dept of Education (TN)	Madison County (TN)
City of Brentwood (TN)	City of Whitwell (TN)	Hardeman County Board of Education (TN)	Marshall County (TN)
City of Camden (TN)	Clarksville Montgomery County School System	Hardin County (TN)	Maryville City Schools (TN)
City of Chattanooga (TN)	Clay County Schools (TN)	Hardin County Board of Education (TN)	Maryville-Alcoa-Blount County Parks and
City of Clinton (TN)	Cleveland State Community College (TN)	Harriman Utility Board (TN)	Maury County Public Schools (TN)
City of Collegedale (TN)	Coffee County (TN)	Hawkins County Schools (TN)	McKenzie Special School District (TN)
City of Dyersburg (TN)	Collierville Schools Board of Education (TN)	Haywood County Schools (TN)	McMinn County (TN)
City of Franklin (TN)	Columbia Power and Water System (TN)	Henry County Board of Education (TN)	McNairy County School District (TN)
City of Gallatin (TN)	Columbia State Community College (TN)	Hickman County Schools (TN)	Memphis-Shelby County Airport Authority (TN)
City of Gatlinburg (Fire Dept) (TN)	Cookeville City	Hollow Rock-Bruceton SSD (TN)	Memphis-Shelby County Schools (TN)
City of Germantown (TN)	Decatur County Schools (TN)	Holy Rosary Catholic School (TN)	Metro Nashville Public Schools (TN)
City of Harriman (TN)	Dickson County Board of Education (TN)	Houston County (TN)	Middle Tennessee State University (TN)



Milan Special School District (TN)	Sumner County Board of Education (TN)	Walters State Community College (TN)
Millington Municipal Schools (TN)	Tennessee Board of Regents, System Office (TN)	Warren County (TN)
Monroe County Government/Board of Education	Tennessee College of Applied Technology -	Warren County Board of Education (TN)
Montgomery County (TN)	Tennessee College of Applied Technology -	Washington County Dept of Education (TN)
Moore County Board of Education (TN)	Tennessee College of Applied Technology -	White County (TN)
Morgan County Schools (TN)	Tennessee College of Applied Technology -	Williamson County (TN)
Morristown Utilities Commission (TN)	Tennessee College of Applied Technology -	Williamson County Schools (TN)
Motlow State Community College (TN)	Tennessee College of Applied Technology -	
Murfreesboro City Schools (TN)	Tennessee College of Applied Technology -	
Nashville State Community College (TN)	Tennessee College of Applied Technology -	
Northeast State Community College (TN)	Tennessee College of Applied Technology -	
Oak Ridge Schools (TN)	Tennessee College of Applied Technology -	
Obion County Board of Education (TN)	Tennessee College of Applied Technology -	
Oneida Special School District (TN)	Tennessee College of Applied Technology -	
Paris Special School District (TN)	Tennessee School Boards Association (TN)	
Pellissippi State Community College (TN)	Tennessee State University (TN)	
Perry County Board of Education (TN)	Tennessee Technological University (TN)	
Putnam County (TN)	Tipton County Board of Education (TN)	
Putnam County Board of Education (TN)	Town of Chapel Hill (TN)	
Rhea County (TN)	Town of Collierville (TN)	
Rhea County Department of Education (TN)	Town of Decatur (TN)	
Roane County (TN)	Town of Farragut (TN)	
Roane State Community College (TN)	Town of Greeneville (TN)	
Robertson County (TN)	Town of Kingston Springs (TN)	
Rogersville School District (TN)	Town of Selmer (TN)	
Rutherford County (TN)	Town of White Pine (TN)	
Rutherford County Board of Education (TN)	Trenton Special School District (TN)	
Scott County Schools (TN)	Tulahoma Utilities Authority (TN)	
Sevier County Schools (TN)	Unicoi County Board of Education (TN)	
Smith County Board of Education (TN)	Unicoi County EMS (TN)	
South Carroll County Special School District (TN)	University of Memphis (TN)	
Southwest Tennessee Community College (TN)	University of Tennessee (TN)	
Stewart County Board of Education (TN)	Volunteer State Community College (TN)	



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 10. **Resolution #2024-09** - A Resolution to Write-Off Water Department Bad Debts.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Resolution #2024-09

Summary:

This is a Resolution to write off water department bad debts.

Background Information:

This is something that the city must do each year. This will write off water department bad debts in the amount of \$269,208.79 that are uncollectible.

Financial Summary:

This will write off \$269,208.79 in uncollectible bad debts.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-09

A RESOLUTION TO WRITE OFF WATER DEPARTMENT BAD DEBTS.

WHEREAS, The City of La Vergne Water Department has multiple water accounts that are past due and are listed as uncollectible; and

WHEREAS, various efforts have been made in the past to collect on these accounts; and

WHEREAS, the City of La Vergne needs to write off these bad debts that total \$269,208.79.

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

SECTION 1: That the accounts listed in Exhibit A be written off as bad debts. Exhibit A shall be attached to this Resolution and shall be made a part of this resolution as though copied herein.

SECTION 2: That this resolution shall take effect from and after its passage, the welfare of The City of La Vergne requiring it.

Resolved this the 2nd day of April, 2024.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Exhibit A

Account #	Name	Amount
0027-000004-09	Fretard, Manual (FOX)	\$91.08
0027-000010-11	Shideler.Nicholas/Kimberly*	\$45.54
0027-000012-07	Emileigh Mason (FOX)	\$45.54
0027-000029-10	Xiclama-Cepahua, Elizabeth*	\$107.05
0027-000046-07	Hackett, Emma Jewel (FOX)	\$132.61
0027-000057-09	Cline, Cieara (FOX)	\$45.54
0027-000062-03	Price, Justin (fox)	\$104.09
0027-000062-04	Sawadogo, Malam (FOX)	\$91.08
0027-000067-05	Aguirre-Robles, Ilse (FOX)	\$56.32
0027-000068-10	Phanasy, Bounpheng (FOX)	\$181.73
0027-000072-09	Hill, Brittney (Fox)	\$45.54
0027-000072-10	Jeremiah Hendricks	\$132.61
0027-000073-03	Jones, Kaitlyn/Jason (FOX)	\$45.54
0027-000086-03	Pickens/Cathy, Nelson/Janet (FOX)	\$45.54
0027-000097-08	Phillips, Breahna (FOX)	\$204.32
0027-000103-03	Blumhoefer, Chandler Blake (fox)	\$178.15
0027-000110-02	Monroe, Ericka (FOX)	\$915.42
0027-000135-04	RONALD ABBNER PINEDA (FOX)	\$67.13
0027-000138-03	Watson/Allen, Jessica/Thomas (FOX)	\$228.35
0027-000138-07	MARY LOGAN*	\$166.18
0027-000153-05	Sadek, Mohamed (SEE NOTES)	\$194.83
0027-000153-07	MYNOR E AREVALO (FOX)	\$82.86
0027-000154-04	Robertson, Aeisha (FOX)	\$293.80
0027-000154-05	Aguilera, Maryelissa (FOX)	\$612.60
0027-000154-08	Evelyn Iraheta(FOX)	\$651.63
0027-000157-03	Freeney, Dennis(FOX)	\$93.23
0027-000157-04	KIMBERLY MELANY CANALES (FOX)	\$72.20
0027-000160-03	Thompson, Tongila (FOX)	\$377.86
0027-000160-04	ROOSEVELT SMITH, LATIFAH LOCKWOOD (FOX)	\$180.68
0027-000162-05	Richardson, Dywanna (FOX)	\$64.96
0027-000163-03	Avalos, Kathy/Aqustin (FOX)(DECEASED)	\$121.18
0027-000166-09	DERARA SIDO* / MARIA AZUCENA	\$421.01
0027-000174-10	Phillips, Warren (FOX)	\$151.74
0027-000179-09	Graham, Jamonte'/Jamie/Hattie (FOX)	\$45.54
0027-000179-10	Brown, Shelbie (FOX)	\$159.08
0027-000179-12	Aaron Martin (FOX)	\$169.25
0027-000193-03	Baca/Vazquez, Vanessa/Luis (FOX)	\$405.05
0027-000196-03	Deena Jordan (FOX)	\$105.11
0027-000208-08	Riley, Candace Taylor (FOX)	\$105.12
0027-000209-05	Plumb/Caldwell, Hailey/Philip (FOX)	\$223.09
0027-000210-05	Tzul, Mario (FOX)	\$324.58
0027-000215-04	Warfield, Lakisha (FOX)	\$204.57
0027-000215-05	Shelton, Kodrecka (FOX)	\$328.65
0027-000218-11	McClain, Tamara (FOX)	\$91.08
0027-000219-10	Rufus, Mahogany (FOX)	\$170.73
0027-000219-12	LaKeisha Sanders-Hyde (FOX)	\$136.62
0027-000223-04	Bullion, Adam (FOX)	\$45.54
0027-000231-07	Donerson, Jeremy/Ashley	\$178.15
0027-000240-04	JUAN ANTONIO IBARRA NUNEZ*	\$91.08
0027-000244-08	Batey-Robinson, Lakeita (FOX)	\$125.92
0027-000245-13	Rucker, Aundra (FOX)	\$94.31

Account #	Name	Amount
0027-000247-04	Wolde/Bereda, Mersha/Rahel (FOX)	\$86.14
0027-000271-08	Powell, Kimberly (FOX)	\$304.29
0027-000275-03	Barbo/Luss, Victoria/Taylor(FOX)	\$321.68
0027-000281-04	Ward-Scott, Deniece (FOX)	\$211.38
0027-000281-06	Sandrea Jimmesa Humphries (FOX)	\$246.58
0027-000282-04	Vakea Bond (FOX)	\$61.49
0027-000289-07	Knott, Christopher (FOX)	\$62.58
0027-000293-06	Lequenta Nachuan Cooper (FOX)	\$86.79
0027-000298-07	Goodloe, Rowena (FOX)	\$45.54
0027-000299-07	Nzeyimana, Glorioza*	\$45.54
0027-000301-03	Balbalosa, Chermil/Ryan (FOX)	\$93.23
0027-000306-04	Harrison, Angela (SEE NOTES)	\$241.42
0027-000345-02	Zambranovera, Ashly/Joshua*	\$170.07
0027-000348-03	Hall, Marilyn (FOX)	\$89.16
0027-000348-04	Rodgers, Jazzmin (FOX)	\$41.53
0027-000359-04	Brandon Daniels (FOX)	\$531.74
0027-000359-05	Dixon, Garex (FOX)	\$91.08
0027-000510-04	Kassing, Amanda/Alana (FOX)	\$45.54
0027-000550-03	Samaan/Wisa, Peter/Mariana*	\$42.87
0027-000579-02	Bledsoe, Betty (FOX)	\$396.19
0027-000632-05	Pompell / reynolds, Stephen / savannah (FOX)	\$172.17
0027-000641-05	Boone, Natasha (FOX)	\$703.39
0027-001009-12	Carson/White, Lakeisha/James (FOX)	\$299.27
0027-001014-13	Smith, Jonathan/Lacey (FOX)	\$68.20
0027-001022-04	Perry, Kabrea (FOX)	\$91.08
0027-001022-06	Lasonya Morrow (FOX)	\$187.00
0027-001023-06	King, Jerry (FOX)	\$41.53
0027-001029-08	McHenry Jr, Kevin(fox)	\$23.16
0027-001044-11	Eckford, Jennifer (FOX)	\$45.54
0027-001046-06	Yarbrough, Kyosha K (FOX)	\$91.08
0027-001056-16	Hurtado, Juan (FOX)	\$69.03
0027-001066-13	Jones, Myron (FOX)	\$111.40
0027-001076-04	Salazar, Katerine (FOX)	\$95.00
0027-001077-04	Chacin-Tales, Josber (FOX)	\$45.54
0027-001082-06	Josalice Marie Serrano, Cameron Chase Hall (FOX)	\$45.54
0027-001082-07	*CHRISTOPHER DEBORD / KAITLYN MCARDLE	\$56.29
0027-001091-10	Pinkerton, Thelma (FOX)	\$1,012.34
0027-001091-13	Bre'asia Ware (FOX)	\$73.04
0027-001098-09	Robinson, Phylissa (FOX)	\$68.20
0027-002004-09	Greene, Lawayna (FOX)	\$459.86
0027-002004-11	LLOYD GATES II (FOX)	\$41.53
0027-002017-17	Turnipseed, Julius/Chynaesa (FOX)	\$229.65
0027-002018-19	Steele, Mikequice (FOX)	\$195.20
0027-002020-08	Craig, Jada (FOX)	\$461.08
0027-002031-10	Young, Tiffany (FOX)	\$195.14
0027-002038-11	Lasalle, Morgan (FOX)	\$91.08
0027-002039-05	Wade-Shannon, Tonya (FOX)	\$128.08
0027-002039-07	Lucus, Ashley (FOX)	\$381.02
0027-002042-09	Johns/Rhone, Deonna/Keon (FOX)	\$232.09
0027-002044-20	Umana, Jennifer (FOX)	\$91.99
0027-002044-22	Adrienne Patrice Tuggle, Dallas Deshaun Keys (FOX)	\$599.16

Account #	Name	Amount
0027-002047-10	Wood/Williams, Keara/James (FOX)	\$173.94
0027-002051-14	Cannon/Greer, Ebonee/Kelly (FOX)	\$725.63
0027-002053-10	Moore, Cierra (FOX)	\$46.31
0027-002053-12	Frierson / Webb, Nicollette / Mayisha (FOX)	\$231.30
0027-002055-17	Edy Arandi Noriega, Diana O Romero (FOX)	\$91.08
0027-002056-15	Johnson, Geneva (FOX)	\$220.46
0027-002056-17	Allen, Zula Vestine (FOX)	\$366.61
0027-002059-22	Kelly, Brittany Cherise (FOX)	\$79.99
0027-002061-08	Scott Abernathy (FOX)	\$88.26
0027-002062-10	Baugh, Kenneshia (FOX)	\$161.00
0027-002065-14	Davis, Daeja (FOX)	\$178.64
0027-002068-08	Harris, Tobarris (FOX)	\$192.93
0027-002077-10	Marin, Jose (FOX)	\$279.81
0027-002077-12	Richard Edward Lawson, Rachael Middlemist (FOX)	\$41.53
0027-002077-14	ALEXIS MAJORS(FOX)	\$41.53
0027-002079-12	Figueroa, Blanca (FOX)	\$195.29
0027-002089-08	Andrews, Shanika (FOX)	\$110.50
0027-002091-12	Jackson, Daniel (FOX)	\$260.22
0027-002094-08	Nobles, Ebony (FOX)	\$45.54
0027-002095-19	Tidwell, Sarah (FOX)	\$138.79
0027-002096-15	Cooper/Tillman, Lukhan/Melody (FOX)	\$975.94
0027-002096-16	David Earl Adcock (FOX)	\$199.14
0027-002097-09	Sims, Latoya (FOX)	\$241.56
0027-002098-08	Gilcrease, Dalphine (FOX)	\$96.48
0027-002098-10	Antoine Harris(FOX)	\$254.42
0027-002099-07	Keonoi, Jennifer (FOX)	\$242.23
0027-002100-09	Floyd, Frances (FOX)	\$164.75
0027-002102-12	Buchanan, Jamesha (FOX)	\$307.80
0027-002107-07	Jones, Oceana (FOX)	\$76.74
0027-002112-05	Johnson, Nathaniel (FOX)	\$536.99
0027-002115-04	Jennings, Deborah (FOX)	\$117.34
0027-002120-13	Tyra Elizabeth Hollis Clark*	\$97.55
0027-002135-02	Darboe, Saffiatou Sanneh (FOX)	\$45.54
0027-002139-03	Ellington, Edward (FOX)	\$357.87
0027-002142-02	Hay/Pavlick, Jennifer/Christine (FOX)	\$45.54
0027-002142-03	Travis Jost*	\$345.75
0027-002144-03	Finch, Adrian (FOX)	\$45.54
0027-002158-02	Whittington, Dustin (FOX)	\$237.54
0027-002160-02	Underwood, James (FOX)	\$45.54
0027-002190-02	Indraneel Suggala*	\$90.85
0027-002192-02	Husam Elrefahy (FOX)	\$97.33
0027-002192-03	*Eddie Cardona, Juan Diaz Martinez	\$88.71
0027-002202-03	Sawyers, Shanequia (FOX)	\$127.89
0027-002203-02	Chareunsouk / diaz, Papha / peter (FOX)	\$200.52
0027-002205-04	Young, Bruce (FOX)	\$120.09
0027-002206-03	Iskander/Habel, Beshoy/Engy (FOX)	\$280.80
0027-002211-04	Sade Harris (FOX)	\$291.39
0027-002222-08	West/Decosta, Lakendrick/ Yvonne (FOX)	\$45.54
0027-002224-08	Salako, Folashade (FOX)	\$380.98
0027-002224-09	Latoya Latrice Webb (FOX)	\$45.54
0027-002225-14	Macias, Eduardo (FOX)	\$45.54

Account #	Name	Amount
0027-002226-14	Guigneaux/Robbins/Jesiek, Jeremie/Leslie/Jill (FOX)	\$118.06
0027-002228-07	Caples, Zachery*	\$245.24
0027-002247-02	Brianette Rivera-Rios*	\$256.71
0027-002300-02	BRANDI FRONTZ / KHALIL DODD*	\$138.02
0027-002401-02	Jordan, Terry A (FOX)	\$50.94
0027-002401-03	Latoya Allen (FOX)	\$206.28
0027-002411-02	Broyles, Vonda (FOX)	\$45.02
0027-002420-02	Crane, William\courtne (FOX)	\$168.78
0027-002422-02	Whatley, India (FOX)	\$41.53
0027-002424-04	ANNA LATASHA BIDDLE (FOX)	\$96.14
0027-002427-03	Harris, David (FOX)	\$231.78
0027-002429-03	Newson / Oliver, Kenyetta / Brandon (FOX)	\$192.18
0027-002429-05	Juan Gomez Perez*	\$50.94
0027-002434-02	Medina-Chavez, Esteban (FOX)	\$362.91
0027-002435-02	Garner, Brandon (FOX)	\$52.01
0027-002436-02	Woodson, Jabarra(FOX)	\$307.20
0027-002443-03	Lyons, Shareka (FOX)	\$291.80
0027-002447-02	Hinton, Soutsada(FOX)	\$41.53
0027-002463-03	Russell, Courtney (FOX)	\$83.06
0027-002473-06	*Ernesto Monterosas Geronimo, Fatima Rodriguez, Milsia Calo	\$187.13
0027-002499-02	Acosta/Lancaster,Juana/Joseph (FOX)	\$402.29
0027-002501-02	Lanier, Cierra (FOX)	\$93.84
0027-002512-02	Taylor, Carlis (FOX)	\$186.49
0027-002512-04	*Hamed Crawford, Samantha Morreale, Ashley Morreale, Antonio Alexander	\$217.33
0027-002518-02	Knight, Tara (FOX)	\$474.70
0027-002526-02	Gonzalez-Carrillo/Zarraga, Yunifer/Daniel (FOX)	\$75.76
0027-002535-02	Abara/Yousouf Sabrina/Abdek	\$238.45
0027-002544-02	Harris, Janice (FOX)	\$291.81
0027-002554-03	*Brown/Campbell, Acie/Oscaretta	\$156.23
0027-002563-02	Gatewood, Reggie/William (FOX)	\$91.08
0027-002564-02	Fletcher/Trent, Aaron/Brandon (FOX)	\$113.74
0027-002565-02	Wright/Hatcher, Samantha/Cory (FOX)	\$441.32
0027-002567-03	MADISON MCCULOUGH / TROY STEELE (FOX)	\$143.23
0027-002569-02	Gunn, Takela (FOX)	\$322.20
0027-002573-02	Williams, Nickie L (FOX)	\$62.81
0027-002580-02	Miller, Marquis (FOX)	\$54.32
0027-002586-02	Ashley/Crosby, Corey/Ashley (FOX)	\$125.61
0027-002588-02	Kidd, Lashon (FOX)	\$360.87
0027-002594-03	Ashley Davis, Marc Mallinger (FOX)	\$136.62
0027-002606-02	Hall-Walker, Mark/Charles (FOX)	\$136.62
0027-002613-02	Spencer, Allante- Pierre (FOX)	\$45.54
0027-002613-03	Aboukier Ibrahim Mesak (FOX)	\$41.54
0027-002638-02	Bentley, Cassandra (bankrupcy)	\$134.83
0027-002638-03	Bentley, Cassandra	\$445.88
0027-002651-02	Pierce, Christopher (FOX)	\$280.26
0027-002661-02	BRIAN BROWN / KRISTEN TURRENTINE (FOX)	\$207.16
0027-002665-03	Jailyn Elgin / Kimberly Gale (FOX)	\$186.50
0027-002665-04	Ther Verdei Group*	\$49.55
0027-002681-02	Victoria Marie Broadnax (FOX)	\$95.85
0027-002696-02	Joshua David Binger (FOX)	\$73.04
0027-002696-04	Dewayna Poe*	\$308.97

Account #	Name	Amount
0027-002704-02	Naveen Aerrabotu (FOX)	\$45.54
0027-002705-03	*Carlazjion Dennissa Constant, Angela Willis	\$223.69
0027-002720-03	Anyerson Celis, Jose Diza*, Yamilex Inciarte	\$134.25
0027-002723-02	Efrain Aguilar, Elvira Anaya (FOX)	\$47.43
0027-002727-04	Antonio Thomas(FOX)	\$354.11
0027-002731-02	Monica Baldoceda (FOX)	\$123.70
0027-002743-02	Elham Elias*	\$214.63
0027-002746-02	SAMUEL ERDMAN (FOX)	\$45.54
0027-002746-03	Mario Clark (FOX)	\$193.40
0027-002747-05	Maria Lucinda Garcia Martinez*	\$136.62
0027-002800-04	Ariell Alexandria Tillman (FOX)	\$45.54
0027-002815-03	Royal Roberts Realty LLC (FOX)	\$170.13
0027-002821-02	Albritton, Dawn (FOX)	\$45.54
0028-000012-12	Hulsey, Kenneth (fox)	\$136.62
0028-000035-03	Goff, James E (FOX)	\$98.64
0028-000065-05	Mitchell, Deborah (FOX)	\$698.17
0028-000165-01	Duke, Lisa*	\$299.18
0028-000225-01	Averitt, Michelle (FOX)	\$45.54
0028-000245-08	Giron, Doris Galvain (FOX)	\$292.04
0028-000245-09	William P Henry (FOX)	\$160.36
0028-000275-06	Stallcup, William (FOX)	\$418.78
0028-000290-04	Bates, Edward W*	\$87.07
0028-000320-05	Rossi, James (FOX)	\$638.24
0028-000350-06	Miriam Martinez (FOX)	\$663.77
0028-000415-09	McDaniel, Jonathan (FOX)	\$559.40
0028-000415-10	Danna Marie Materne, William Middleton (fox)	\$418.87
0028-000470-15	Douglas Rice*	\$141.59
0028-000490-15	Esquivel, Luis (FOX)	\$1,559.34
0028-000585-07	Lance, Dylan (FOX)	\$132.95
0028-000585-08	Chastina Williams (FOX)	\$388.06
0028-000590-02	Brown, Garry (deceased)	\$407.77
0028-000690-21	Rosado-Lazano, Rafael (FOX)	\$231.70
0028-000815-21	KENDAL WHITFORD / ALEXANDER BRYAN (FOX)	\$45.54
0028-000845-08	Madison, Richard Charles (FOX)	\$41.53
0028-000920-08	Juan Ramon Deras Sarmiento*	\$1,229.52
0028-000950-05	House, Latasha (FOX)	\$45.54
0028-000965-15	Devinney, Caleb (FOX)	\$45.54
0028-001070-10	Huales Garcia/Sanchez Lemus, Miguel/Brenda (FOX)	\$341.20
0028-001120-04	Wellington-Armenteros, Raidel (FOX)	\$41.53
0028-001160-05	Williams, Brandi (FOX)	\$276.67
0028-001227-06	Bennett, Joseph/Deborah (FOX)	\$95.54
0028-001229-08	Elasser, Kelly/Jeremy (FOX)	\$178.15
0028-001311-05	Kanhaphanh, Donny (FOX)	\$327.50
0028-001400-07	Duarte/Murcia, Astrid/Willian*	\$326.30
0028-001408-05	Johnson/Glass, Asiya/Natasha (FOX)	\$162.01
0028-001411-03	Davis, Garnett (FOX)	\$126.69
0028-001421-06	Bradley, Stacie/Richard*	\$129.94
0028-001459-06	Brown, Dana (FOX)	\$300.00
0028-001472-04	Jose Reyes Siomara Reyes (FOX)	\$401.05
0028-001472-06	JUAN MIRELES ORDUNA (FOX)	\$84.39
0028-001509-05	Rivera, Giovanni (FOX)	\$98.64

Account #	Name	Amount
0028-001512-18	Al Mansour, Adnan (FOX)	\$41.13
0028-001534-06	Eric De La Cruz Bello, Isis Daniela Arita-Vasquez	\$226.57
0028-001545-05	Edwin Riva Chacon, Marcelino M Chocoj(FOX)	\$258.24
0028-001547-04	Noe Sanchez Gonzalez, Amy Flores (FOX)	\$166.62
0028-001547-05	SANTOS BERNABE VARGAS REYES (FOX)	\$321.76
0028-001582-09	Kerstie Potts, Nathan Cody Smith (FOX)	\$219.93
0028-001582-12	Lindsay London*	\$191.62
0029-000036-07	Pennington, Claire (FOX)	\$140.63
0029-000042-07	Hopp, Cherokee (FOX)	\$405.85
0029-000057-08	Torres-Arreola/Garcia-Lemus, Mauricio/Maribel (FOX)	\$52.01
0029-000063-18	Jackson III, Leon D (FOX)	\$100.15
0029-000141-06	Alicea/Alegria, Aida/Juan (FOX)	\$48.77
0029-000141-07	Alicea/Alegria, Aida/Juan (FOX)	\$72.04
0029-000147-05	Flores, Julio Suarez (FOX)	\$89.75
0029-000159-02	Dotson, Steven Ray (FOX)	\$97.24
0029-000165-22	Jones, Betty/William (FOX)	\$152.60
0029-000204-23	Springfield, Camora (FOX)	\$716.70
0029-000222-10	Warden, Ashley (FOX)	\$341.59
0029-000359-07	Macias, Dana (FOX)	\$184.40
0029-000395-07	Beach/Zuhlke, Seanna/Matthew (FOX)	\$187.57
0029-000401-10	Perez, Aura	\$236.42
0029-000449-06	Juan Carlos Velasco Soto	\$176.86
0029-000470-07	Oliver, Shelley (FOX)	\$453.52
0029-000479-13	Weakley, Shimeeka (FOX)	\$485.98
0029-000479-14	Woolfolk/Sims-Woolfolk, Demar/Sheila (FOX)	\$98.64
0029-000536-02	Griffith, Corbin B (FOX)	\$135.04
0029-000548-06	Olmedo, Claudia Duran (FOX)	\$127.16
0029-000611-03	Jones, Paul (FOX)	\$124.21
0029-000647-13	Tyler, Jamichael (FOX)	\$502.20
0029-001200-02	Holmes, Berley/Nancy (FOX)	\$35.81
0029-001290-02	*Chanda Jessie, Dequa Potter	\$226.17
0029-001341-06	Pikaard, Bryan/Diana (FOX)	\$45.54
0029-001420-03	Love, Cedric (FOX)	\$326.49
0029-001500-05	Morin, Richard (FOX)	\$136.62
0029-001500-08	(FOX) LUIS DAVID GARCIA GONZALEZ, ANTONIO ALVAREZ LLAMAS	\$50.94
0029-001650-09	Pelfrey, William (FOX)	\$109.33
0029-002305-04	Villalva-Raygo, Antonio (FOX)	\$254.05
0029-002307-09	Blanco/Guzman Julia/Manuel (FOX)	\$211.64
0029-002370-14	Miller, Gary (FOX)	\$98.64
0029-002370-16	Alexia Nicole Jolly, Jesse Strawn (FOX)	\$197.40
0029-002390-05	Land, Tucker (FOX)	\$153.90
0029-002410-09	Hurd, Jenny/Jeremy (FOX)	\$283.21
0029-002480-04	Dorris, Billy (deceased)	\$238.31
0029-002480-07	Sharon / Vernon Sawyer (FOX)	\$52.35
0029-003020-05	Parker, Matt (FOX)	\$49.87
0029-003230-07	Le'Krisha Skinner (FOX)	\$198.40
0029-003430-04	Phillips, Brittney/Robert (FOX)	\$97.33
0029-003510-07	Berryman, Arin(FOX)	\$45.54
0029-003510-08	Sharita Hill*	\$360.74
0029-003560-09	Jerome Cornish Jr / Ilea DeHerrera (SEE NOTES)	\$26.60
0029-003670-05	FRANCISCO ELOY CORRAL / ZARAGOZA LEONEL (FOX)	\$97.33

Account #	Name	Amount
0029-003720-02	Viel, Joe (SEE NOTES)	\$26.98
0029-003910-08	Tanner, Jr, Virgil (FOX)	\$83.05
0029-003950-16	Love, Tela (FOX)	\$58.25
0029-003950-18	Cantrell, Takecia / kordaiyah (FOX)	\$208.93
0029-004040-06	Tharpe/McGriff-Tharpe, Xavier/Poricha (FOX)	\$251.86
0029-004094-06	Mitchell, Jana\Aaron (FOX)	\$327.61
0029-005000-15	Hunt, Shanest (FOX)	\$365.23
0029-005020-02	Harvel, Kelly (FOX)	\$643.19
0029-005040-02	James Nave/Amanda Nave (FOX)	\$132.61
0029-005080-06	Tanking, Eric/Lindsey (FOX)	\$45.54
0031-000030-02	TNG CONTRACTORS (FOX)	\$5,606.74
0031-000203-04	TIA YAYA LLC*	\$207.42
0031-000300-09	Ray, Erica (FOX)	\$457.29
0031-000630-05	Los 2 Laredos (FOX)	\$548.48
0031-000771-03	Masterson, Pamela (SEE NOTES)	\$36.00
0031-000880-02	Matinic, Linda (FOX)	\$813.05
0031-000970-13	Golladay/Estes, Ashley/Christopher (FOX)	\$283.01
0031-000980-15	Alanis/Omanssor Rosa/Filipe (FOX)	\$241.08
0031-001040-08	Blink Beauty (FOX)	\$136.62
0031-001550-05	Esquivel/Guillen,roxana/Jesus (FOX)	\$61.73
0031-001600-05	Riggs, Alan (FOX)	\$378.42
0031-001670-13	Jacobs, Alexandra(FOX)	\$588.58
0031-001679-09	Tiller, Warren (FOX)	\$91.08
0031-001910-06	Morales, Joanna (FOX)	\$45.54
0031-002020-06	Sharghi, Sohail (FOX)	\$891.97
0031-002060-08	*JUAN MENBRENO / ANA GARAY	\$330.58
0031-002090-15	Churquina, Ebely/Oscar (FOX)	\$81.15
0031-002310-05	Chilangos Auto Repair (FOX)	\$746.41
0031-002331-04	Baghdady, Emad (FOX)	\$2,287.74
0031-002455-09	Jarden Express Truck Wash (FOX)	\$82.39
0031-002470-01	Butler, Thurman*	\$182.44
0031-002740-26	Gibson, Kristina (FOX)	\$233.69
0031-002740-27	Flores, Stacie Ann (FOX)	\$911.12
0031-002750-16	Flores, Robert/Ashtin ** (FOX)	\$260.82
0031-002780-25	Heughan, Karl (DECEASED)	\$84.39
0031-002880-04	Boyce, Ruby (FOX)	\$813.97
0031-003120-02	Martinez, Juan Carlos (FOX)	\$150.95
0031-003300-03	Waldron, Marty (DECEASED)	\$147.28
0031-003360-13	Marcrum, Steven*	\$212.49
0031-003370-12	Cowan, Joy (FOX)	\$264.85
0031-003614-10	Noona, Carey Michelle (FOX)	\$102.82
0031-003665-05	Griffin, Candace (FOX)	\$154.17
0031-003665-06	Geybin Merida Lopez, Leydi Carina Paz Ramirez (FOX)	\$45.54
0031-003697-09	Martinez, Maria (FOX)	\$45.54
0031-003819-09	Jacqueline Wells, Robin Bowers (FOX)	\$136.62
0031-003820-08	Benton, Tajuana (FOX)	\$99.26
0031-003827-10	Cervantes, Maria Segoviano (FOX)	\$152.93
0031-003831-07	Beaulieu, Felicie*	\$45.54
0031-003846-07	Bryant, Warren Blake (FOX)	\$145.72
0031-003855-06	Bentley, Arnetta (FOX)	\$232.16
0031-003859-15	Licon / Alvarez , Walter / Isis*	\$77.92

Account #	Name	Amount
0031-003862-04	Flynn, Jennifer/Lauren (FOX)	\$91.08
0031-003865-04	Hernandez, Luz (FOX)	\$237.20
0031-003873-15	Hunter, Demetrius (FOX)	\$110.50
0031-004015-02	Fw Fleet Clean, Llc (FOX)	\$69.23
0031-004020-03	WOW MY GARAGE, LLC (FOX)	\$64.84
0031-004021-03	Central Wrecker Service, LLC (FOX)	\$161.81
0032-000035-14	JA'KYLA KELLUM (FOX)	\$133.17
0032-000133-16	Dakota Jean Sissom, Alvaro Pacheco Vite (FOX)	\$46.62
0032-000217-12	Lhotak, Colene*	\$45.54
0032-000245-08	Ingle, Darrell (FOX)	\$468.81
0032-000318-03	Quaneshia Jennings (FOX)	\$170.11
0032-001143-10	Melgar, Armando (FOX)	\$72.52
0032-001220-02	Cordova-Reyes, Ma Georgina (FOX)	\$91.08
0032-001220-03	Caal, Olga (FOX)	\$285.73
0032-001227-01	Jones, James (FOX)	\$45.54
0032-001285-05	Parker, Spring (FOX)	\$152.55
0032-001339-09	Howard, Donovan/Monique (FOX)	\$111.37
0032-001381-06	Price, Amanda (FOX)	\$578.98
0032-001430-05	Andrews, Heather (FOX)	\$172.85
0032-001549-05	Lynch, Thomas (FOX)	\$45.54
0032-001570-05	Gomez, Maria*	\$95.09
0032-001682-01	Dye, Jesse (DECEASED)	\$277.70
0032-001720-09	Piang, Anthony Dal Suan*	\$91.08
0032-001728-28	Daly, Tiffany (FOX)	\$310.23
0032-001864-02	Scott Alan Duane Heiny (FOX)	\$45.54
0032-001864-03	Isaac Hernandez Tapia (FOX)	\$520.82
0032-001906-07	Best, Christopher (FOX)	\$410.31
0032-001997-11	Henderson, Cheston (FOX)	\$573.16
0032-002032-16	Walpole, Matt (FOX)	\$828.61
0032-002078-05	Onelio Morales Mazariegos, Jose Ameya (FOX)	\$534.45
0032-002078-06	Bartolo Perez Garcia/Catarina Perez Y Perez (FOX)	\$41.53
0032-002081-02	Heather Nichole Morales, Secundino Sanchez (FOX)	\$373.24
0032-002081-03	Christian Mcdaniel	\$275.86
0032-002102-09	Javier Lopez, Ernesto (FOX)	\$336.06
0032-002221-04	Clark, Dorothy*	\$296.71
0032-002347-02	Gambill, Jefferey (FOX)	\$273.69
0032-002389-02	Ismael Villegas Isaías (FOX)	\$162.14
0032-002396-11	Solis, Melissa (FOX)	\$420.17
0032-002400-09	Parker, Donnie*	\$182.16
0032-002424-02	Nolen, Glenn*	\$41.53
0032-002536-03	Pablo Camasa (FOX)	\$348.67
0032-002536-04	Maribel Hernandez (FOX)	\$273.69
0032-002613-12	Young, Michael (FOX)	\$132.61
0032-002711-15	Phomsouvanh, Chone (FOX)	\$460.10
0032-002739-13	Elizabeth Newman (fox)	\$294.76
0032-002739-15	Patrick Forsythe Jr (FOX)	\$306.74
0032-002760-14	Wolf, Rosalinda (FOX)	\$280.80
0032-002861-01	Puckett, Max (deceased)	\$45.54
0032-002865-04	Chester, Emma (FOX)	\$301.25
0032-003007-08	James Dean Weddles (FOX)	\$41.53
0032-003012-04	McGlothlin, Staci (FOX)	\$595.92

Account #	Name	Amount
0032-003013-06	Long, Brandie (FOX)	\$45.54
0032-003014-04	Perkins, Latonya (FOX)	\$207.85
0032-003018-10	Hart, Melinda*	\$186.27
0032-003020-06	Binns, Jasmine (FOX)	\$45.54
0032-003030-09	Phillips/Nolen, Angela/James (FOX)	\$186.76
0032-003048-06	McCoy, Patrick (FOX)	\$634.19
0032-003048-07	Shanna Conn (FOX)	\$175.79
0032-003049-05	Warren, Christopher (FOX)	\$219.71
0032-003058-04	McCraney, Lori (FOX)	\$45.54
0032-003078-05	Wilson, Judy (SEE NOTES)	\$45.54
0032-003078-06	Eran R Davis, Colleen Chapman*	\$84.04
0032-003097-02	Baker, Calvin/Alyshia(FOX)	\$87.07
0032-003102-03	Menke/Lopez, Ashley/Lydia (FOX)	\$240.32
0032-003116-02	Tomlinson, Justin (FOX)	\$45.54
0032-003117-03	NOORA TAMEEMI (FOX)	\$87.07
0032-003119-02	Ward, Chakari*	\$45.54
0032-003121-02	Randolph, Keihera (FOX)	\$45.54
0032-003165-02	Thompson, Stella (FOX)	\$398.28
0032-003166-02	Porter, Jasmin (FOX)	\$111.55
0032-003169-04	Gatson, Hezekiah (FOX)	\$232.16
0032-003178-02	*Abdalla/Botros/Said Martha/Sozan/Fady	\$47.69
0032-003184-02	Tyler, Adriania L (FOX)	\$91.08
0032-003300-05	Glass, Daryl (FOX)	\$183.88
0032-003303-06	Scates, Joel (FOX)	\$124.59
0032-003304-08	Dotson, Tasha (FOX)	\$92.89
0032-003305-05	Ribbon Home Spv II (FOX)	\$73.04
0032-003315-09	Transou, Tiffany (FOX)	\$522.74
0032-003315-11	PAOLA HERRERA ESTRADA*	\$287.71
0032-003317-10	Claudia Suarez, Arantxa Goncalves Suarez (FOX)	\$57.41
0032-003321-07	ABBAS AL HUMAIDI (FOX)	\$95.54
0032-003343-10	King/Johnson, Gheria/Kymeese (FOX)	\$352.74
0032-003346-08	Walker/Pickett,preston/Shaniqua (FOX)	\$90.01
0032-003351-05	Porterfield, Arnieca (FOX)	\$232.16
0032-003352-06	Desarmes, Kerniakacov (FOX)	\$246.29
0032-003354-06	Love, Georbria (FOX)	\$168.60
0032-003359-09	Hammonds, Donovan (FOX)	\$91.08
0032-003360-05	Allen, Talisha (FOX)	\$98.25
0032-003363-08	Coley, Tarsha (FOX)	\$137.70
0032-003377-07	Omega Fire Ministries Int'L (FOX)	\$337.06
0033-000020-10	Bills, Jeffrey (DECEASED)	\$183.24
0033-000123-05	Burgess, Mary (FOX)	\$1,639.57
0033-000123-07	Addison Ryman, Carolyn Reynolds, Madison Mitchell (FOX)	\$145.09
0033-000171-01	Trinity Investee LLC (FOX)	\$136.62
0033-000190-16	Muncy, Robert Don (DECEASED; ESTATE TO FOX)	\$269.68
0033-000210-02	Seals, Ladonna L (FOX)	\$399.72
0033-000350-03	Jennifer Perez / Maria Sanchez (FOX)	\$46.62
0033-000410-01	McDaniels, Esther(DECEASED)	\$204.39
0033-000480-06	Buck, Patricia (FOX)	\$91.08
0033-000591-11	Delgado, Carolyn/Ramon(FOX)	\$168.40
0033-000610-05	Miranda/Cortez Anai/Jose (FOX)	\$330.31
0033-000621-11	HILMAR JAVIER ROMERO*	\$128.87

Account #	Name	Amount
0033-000635-01	Fisher, Mildred (FOX)	\$506.83
0033-000730-23	Pineda Flores, Mateo (FOX)	\$93.23
0033-000830-26	Riano-Perez, Jesus (FOX)	\$60.66
0033-001160-19	Bobbitt / garrett, Casaundra / brenda (FOX)	\$290.07
0033-001310-28	Anderson, Alma (FOX)	\$481.56
0033-001385-04	Gouker/Watt, Brandon/Allyson Wayne (FOX)	\$45.54
0033-001434-20	Wilkes, Carmalita/Charl Es (FOX)	\$488.41
0033-001435-27	Manzano/Segoviano,daniel/Giovanni (FOX)	\$45.54
0033-001435-29	Dana Jordan(FOX)	\$403.96
0033-001470-04	Pidcock, Kayla/Jeffrey (FOX)	\$151.52
0033-001476-01	Morin, Christopher (FOX)	\$256.19
0033-001490-07	Robinette, Teresa (FOX)	\$117.58
0033-001525-08	Hunter, Victoria (FOX)	\$45.54
0033-001570-01	Harper, James O (DECEASED)	\$123.74
0033-001572-11	Gibson, Chanity G (FOX)	\$132.09
0033-001581-15	Brinkley, Anthony (FOX)	\$144.40
0033-001581-16	Vega Rivera, Gumaro (FOX)	\$375.37
0033-001700-03	Lopez-Sanchez, Valentin (FOX)	\$453.75
0033-002045-16	Ellis/Jenkins, Jacob/Jennifer(FOX)	\$718.31
0033-003020-17	Phelps, Gary/Latoya (FOX)	\$639.47
0033-003066-03	Lennon, Nicholas/Denean (FOX)	\$185.12
0033-003106-02	Nguyen/Pham,nguyen/Thu*	\$45.54
0033-004070-07	Long, Zachary (DECEASED)	\$176.54
0033-005005-06	Bittikofer / Harding, Peyton / David / Bonita (FOX)	\$217.79
0033-005010-07	Robinson, Lashawna*	\$373.50
0033-005040-03	Duron, Maria*	\$59.57
0033-005050-03	MARLEN GARCIA, JACOBO CONTRERAS (FOX)	\$524.94
0033-005092-05	Stewart, Rachel (FOX)	\$45.54
0034-000005-01	Crocker, Gaylon (SEE NOTES)	\$20.87
0034-000018-04	Roberts, Alicia/Scott (SEE NOTES)	\$19.10
0034-000180-01	Mayher, Michael (deceased)	\$28.34
0034-000306-03	Cromer, Micheal/Andrew (FOX)	\$55.36
0034-000468-06	Agent, Becky L (FOX)	\$74.69
0034-000471-04	Griffin, John (FOX)	\$41.74
0034-000910-04	Lynn, Mark (FOX)	\$180.98
0034-000931-04	Liliana Madrazo Serrano, Raul Ruiz (FOX)	\$183.78
0034-000946-03	Lupo Jr, Frank (FOX)	\$210.88
0034-000946-04	NATASHA LUSSIER (FOX)	\$323.90
0034-000958-03	Emerson Armas (FOX), Keila Cruz, Susana Cruz, Elba Lopez	\$227.27
0034-000978-02	Shehata, Yosab(FOX)	\$103.17
0034-000985-04	Efren Garduno Romualdo (FOX)	\$338.39
0034-000988-05	Marcia/Abrego, Marcio/Gloria (FOX)	\$1,000.44
0034-001000-03	Ramon Izaguirre Centeno, Tanya Jasmin Velasquez Miranda (FOX)	\$828.82
0034-001004-04	DORA URIA / SANDRA POTTER*	\$91.08
0034-001019-03	(FOX)Sandy Elizabeth Cabrejo, Elizabeth Carolyn Arthur	\$230.52
0035-000570-11	Rosales, Carlos (FOX)	\$332.07
0035-000690-06	Domingo, Edward (FOX)	\$345.96
0035-000690-08	*McKinley/Mckinley/Davis,William/Lindsay/Joseph	\$1,070.67
0035-000750-09	Garland, Rosa (DECEASED)	\$191.86
0035-001350-14	Golden, Billy (FOX)	\$167.91
0035-001570-06	Griffith, Candace/Joshua (FOX)	\$45.54

Account #	Name	Amount
0035-001610-13	Lewis/Terrell, Kimar/Eric (FOX)	\$397.18
0035-001640-06	Driver, Maurice*	\$1,501.44
0035-001660-11	Stockdale, Janet (SEE NOTES)	\$11.04
0035-001980-03	Pannell, James (FOX)	\$113.82
0035-002110-08	Ricci, Dennis/Marcie (FOX)	\$191.75
0035-002480-04	Vaughn/Sam, Vaughn/Matt (FOX)	\$45.54
0035-002680-07	Horner, Wayne Lee (FOX)	\$252.49
0035-002780-02	Bogle/Becher, Jacob/Kevin (FOX)	\$50.94
0035-002930-07	Beachum/Bean Harold/Taysia/Tirah (FOX)	\$439.93
0035-003110-03	Dial, Amanda (FOX)	\$165.76
0035-003550-01	SWANG, CONNIE/KENDRA (FOX)	\$45.54
0035-003660-06	Stanford/Wilson, Logan/Debra (FOX)	\$41.53
0035-003660-08	WILSON/STANFORD, DEBRA/LOGAN (FOX)	\$74.12
0035-003760-03	Edgell, Ethan/Erin (FOX)	\$45.54
0036-000110-08	Peete, Willie (FOX)	\$62.61
0036-000406-07	Fasil Z Addis (FOX)	\$45.54
0036-000410-09	DAMIAN DELGADO VENANCIO*	\$209.23
0036-000737-06	Wright, Anescia (FOX)	\$49.87
0036-000785-08	Rector/Fox, Dyllan/Emma (FOX)	\$87.07
0036-000998-06	Howard, Lakeysa (FOX)	\$1,171.54
0036-001011-07	*Julio Armas	\$69.09
0036-001020-07	Robert Franklin / Austin Tapp / Logan Tapp (FOX)	\$68.20
0036-001033-03	Mielad Ghaly (FOX)	\$89.75
0036-001038-07	Polk, Amanda (FOX)	\$55.25
0036-001043-06	Bromley, Amanda (FOX)	\$575.84
0036-001195-15	Rodriguez, Serina/Jorge (FOX)	\$191.34
0036-001304-19	Knight, Charles (DECEASED)	\$141.25
0036-001315-09	Navarro/Rodriguez,jessika/Ezequiel (FOX)	\$162.53
0036-001315-10	CASSIE / VINCENT HEADY , TERESA BARRETT (FOX)	\$789.06
0036-001315-11	EDGAR VALENCIA*	\$915.99
0036-001356-06	Hurtado, Jose (FOX)	\$1,460.25
0036-001520-11	Mirena/Walker, Fatlinda/Brando(FOX)	\$478.19
0036-001579-07	Grider, Channer (FOX)	\$52.01
0036-001581-03	Fredy J Garcia*	\$421.83
0036-001586-17	Hargrove, Erika*	\$313.20
0036-001596-04	Dangerfield, Baraka/ Rogers, Clarence (FOX)	\$126.70
0036-001612-05	Almirol, Armando (FOX)	\$83.32
0036-001612-06	KRISTIN JONES (FOX)	\$626.74
0036-001614-02	Harris, Kimerli*	\$138.57
0037-001000-06	Excalibur Homes LLC (FOX)	\$118.58
0037-002500-05	McCoy, Rhonda*	\$45.54
0037-005200-05	Middlebrooks, Nikisha (fox)	\$45.54
0037-006800-04	Haley, Taylor (FOX)	\$45.54
0037-008000-08	McLaurin, Sheree (fox)	\$331.44
0037-008200-07	Ferris, Jacob/Amy (FOX)	\$250.37
0037-012804-06	Alicea, Richard (FOX)	\$59.51
0037-012868-06	Hernandez-Montiel/Romero, Valentina/Fabian (FOX)	\$249.94
0037-012874-03	Roman, Rogelio/Matfe (FOX)	\$41.53
0037-012880-09	Brown, Heather (FOX)	\$494.02
0037-012892-12	Steele, Kelly/Krystal (FOX)	\$172.75
0037-013700-09	Braddy, Jeremy (FOX)	\$111.90

Account #	Name	Amount
0037-014000-02	Norton, Ken (SEE NOTES)	\$679.26
0037-014900-07	Ortiz, Linda (FOX)	\$61.92
0037-016500-11	Alexander, Yolanda (FOX)	\$148.15
0037-017000-09	Payne, Andia(FOX)	\$91.08
0037-017000-11	Zoe Le Doux, Harrison Preston(FOX)	\$420.36
0037-017100-06	Cruz-Hernandez, Bonifacia (FOX)	\$166.61
0037-017300-08	Wiley, Michael (FOX)	\$41.53
0037-017800-08	QUYNH NGUYEN (FOX)	\$191.89
0037-022300-06	Smith, Nathan James (FOX)	\$184.31
0037-022900-09	Monroe/Harlow, Lisa/David (FOX)	\$136.62
0037-024300-14	Lual, Naybar (FOX)	\$208.14
0037-024320-05	Lester, Michelle (FOX)	\$280.99
0037-024390-07	Taul/Graham, Carolyn/Jonathan(FOX)	\$191.02
0037-024600-03	Connexus Incorporated (SEE NOTES)	\$219.67
0037-024900-11	Cherry, Christi/William*	\$235.70
0037-025595-08	MIA LILLA (FOX)	\$325.55
0037-025660-03	Redmond, Lillie Belle (DECEASED)	\$167.69
0037-025700-02	Myers, Diane (FOX)	\$45.54
0037-025770-05	Taylor, Kristin (FOX)	\$320.48
0037-025770-06	Todd McGlamery (FOX)	\$45.54
0037-025790-06	Garcia, Jose Oscar - (FOX)	\$518.06
0037-025790-08	(FOX) ANABEL RODRIGUEZ / NOE PASCUAL BARTOLOME	\$58.50
0037-025790-09	YULY DE LAS SALAS AMADOR (FOX)	\$1,490.47
0037-025795-08	Scott, Eric (FOX)	\$519.27
0037-025795-09	Kaitlin Nicole Davis (FOX)	\$101.86
0037-025835-06	Cox/St. Peter, Hannah/Ryan (FOX)	\$91.08
0037-030010-03	Copeland, Janie/James (FOX)	\$45.54
0037-030014-06	Patrick Jimenez*	\$131.01
0038-000250-10	Pearre, Patricia (FOX)	\$574.16
0038-000470-05	Latorre, Gabriel (FOX)	\$45.54
0038-000540-02	Lehr, Donald (DECEASED)	\$86.67
0038-000710-03	Taglo, Getenet (FOX)	\$41.53
0038-000770-10	libbar Mubita-Kohn (FOX)	\$195.13
0038-000780-14	Brown, Marcellus R (FOX)	\$1,088.92
0038-000930-07	Denman / flores-Calderon, Chasity / edwin (FOX)	\$169.87
0038-001110-05	Majcen, Ashleigh (FOX)	\$184.25
0038-001320-04	Buerger, Claire (FOX)	\$45.54
0038-001400-03	Santiago, Donna (FOX)	\$79.49
0038-001421-01	Signature Designs Group (fox)	\$118.93
0038-001600-05	Barranio, Gregorio (FOX)	\$59.57
0038-001920-06	Dahir, Asha (FOX)	\$515.15
0038-002500-14	Sim, Sophat (FOX)	\$30.36
0038-003070-08	Jones, Laterrica (FOX)	\$82.00
0038-003150-09	Brito/Catalan, Roberto/Biviana (FOX)	\$45.54
0038-003221-06	Roseburr, Rodney (FOX)	\$136.62
0038-003222-04	Jeffery Hawkins (FOX)	\$421.50
0038-003227-03	Gill, Kevin/Dominique (FOX)	\$207.85
0038-003232-02	Houston, Alberta (FOX)	\$182.16
0038-003235-03	Beshay Wasif / Eman Makhaitl*	\$88.21
0038-003242-03	Hernandez-Angeles/Gomez, Luis/Edinson (FOX)	\$122.38
0038-003247-02	Valenzuela, Manuel R*	\$275.49

Account #	Name	Amount
0038-003250-02	Dunnigan, William (FOX)	\$299.28
0038-003255-05	Gonzalez, Griselda (FOX)	\$523.02
0038-003266-03	Horton, Valency/Emmanuel (FOX)	\$244.00
0038-003267-04	Morreale, Brianna/ Cooley, Nathan (FOX)	\$308.40
0038-003267-05	Pruitt/Marzett, Philicia/Kimyona (FOX)	\$246.55
0038-003295-02	Collins, Renee/Shiquita (FOX)	\$44.17
0039-000126-05	Jimenez, Randy (FOX)	\$62.81
0039-000126-06	Jazmine Yadira Olivera Rivas(FOX)	\$284.48
0039-000354-09	Quintero, Lilia*	\$59.57
0039-000416-09	Arnold, Lawrence/Letitia (FOX)	\$242.72
0039-000450-10	Griffin, Anthony W*	\$20.03
0039-000458-02	Short/Joy Deardorff, Glenda (FOX)	\$90.78
0039-000464-05	Perry/Woods, Anthony/Stacey*	\$123.39
0039-000562-12	McQueen, Nullani (FOX)	\$290.97
0039-000562-13	FRANCISCO DE JESUS JIMENEZ (FOX)	\$45.54
0039-000564-27	Chambers, Karl (FOX)	\$515.75
0039-000574-05	Miller, Angela (FOX)	\$93.23
0039-000662-07	Baldwin, Amka (FOX)	\$160.15
0039-000665-08	Innocent Muhimana*	\$247.18
0039-000673-18	Latasha House, Ada House, Alaysha Bryant-House (FOX)	\$60.09
0039-000674-14	Saysongkham, Penny (FOX)	\$227.70
0039-000731-04	Gustavo Campos (FOX)	\$45.54
0039-001500-04	Gray, Timmy (FOX)	\$341.58
0039-001624-15	Hall, Brian/Christina (FOX)	\$136.62
0039-001627-15	Edwards, Leon (FOX)	\$269.46
0040-000010-12	Bolds, Tracey-Ann (FOX)	\$45.54
0040-000022-10	Stevens, Kemetstree (FOX)	\$307.45
0040-000025-03	Rayner, Andrea/Garrett (FOX)	\$106.20
0040-000026-04	Fleming, Cory (FOX)	\$294.49
0040-000104-04	Huey, Tara/Edward (FOX)	\$218.27
0040-000211-04	Furness, Michael*	\$864.78
0040-000412-05	Jose Aquino Gonzalez/ Esperanza Carballo (FOX)	\$256.91
0040-000428-06	Vicens, Edwin E (FOX)	\$231.33
0040-000500-06	Tahriri, Helen (FOX)	\$45.54
0040-000513-09	Childress, Larisha (FOX)	\$306.47
0040-000514-03	Cecil, Tocarra (FOX)	\$291.43
0040-000518-02	Kirby, James (FOX)	\$44.59
0040-000524-03	Compher/Whitfield, Christina/Dana (FOX)	\$87.07
0040-000608-15	Bates, Brittany L*	\$223.68
0040-000615-03	Cruz, Anthony (FOX)	\$141.81
0040-000616-04	Montalbano, Linda (DECEASED)	\$136.62
0040-000705-17	Skinner/Shaw, Tommy/Kenisha (FOX)	\$72.60
0040-000706-25	Amanda Goff*	\$369.20
0040-000801-03	Onyekwere, Samson P/O (FOX)	\$45.54
0040-000821-05	Trammell, Ruth*	\$365.41
0040-000910-09	Bailey, Ruth (FOX)	\$174.82
0040-000921-03	(FOX)Florence Angwech Koks, Khemis Thomas, Ratib Vulima Khemis	\$545.60
0040-000921-05	Alaa Hanna*	\$91.08
0040-000925-06	Hite, Tamra (FOX)	\$138.07
0040-000931-05	Torrvellas, Stephanie/Male (FOX)	\$162.40
0040-001011-06	Hezyen, Maher (FOX)	\$45.54

Account #	Name	Amount
0040-001103-12	McDonald, Rachelle/Ben (FOX)	\$98.64
0040-001307-03	Pedersen, Karla (FOX)	\$246.91
0040-001360-03	Spencer, Heather/Mark (FOX)	\$152.96
0040-001377-11	Thomas, Tanika/I'Yanna/Keyyon (FOX)	\$533.42
0040-001402-14	Torreano, Joyce (FOX)	\$600.00
0040-001407-08	Lopez Molina/Romero, Nelson/Laura (FOX)	\$160.14
0040-001419-09	Person, Barbara (FOX)	\$374.19
0040-001421-12	Collins, Andre (FOX)	\$154.75
0040-001500-02	Sheppard, Donna/Lisa (FOX)	\$100.00
0040-001505-04	Ortega, Juan Rodriguez (FOX)	\$110.16
0040-001528-08	JOSE RICARDO CERRATO RODRIGUEZ, MIRNA ELISETH DE CERRATO (FOX)	\$67.13
0040-001529-04	Andrade, Sonia/Fredy (FOX)	\$187.36
0040-001631-02	Derrickson, Harold (DECEASED)	\$45.54
0040-001636-03	Youssef, Gamal/Azaa (FOX)	\$70.47
0040-001699-14	Blumberg/Shriro Sean/Kyle (FOX)	\$266.56
0040-001706-20	BRENDA DAWSON (FOX)	\$193.47
0040-001738-06	Morales, Marilu (FOX)	\$204.25
0040-001745-12	Garcia/Contreras,marlen/Jacobo (FOX)	\$674.61
0040-001763-05	Thomas, Isaiah (FOX)	\$172.23
0040-001770-05	Lively, Tryce (FOX)	\$1,213.91
0040-001815-16	Piller, Zachary (FOX)	\$394.90
0040-001817-16	Altman/Davis, Jessica/Brad(FOX)	\$359.41
0040-001817-18	Ramsey / Marable , Cierra / Donesha (FOX)	\$246.52
0040-001819-15	Williams, Terrian (FOX)	\$112.96
0040-001822-03	Micheil Mikhail*	\$66.53
0040-001824-04	Baynham, Patricia (FOX)	\$264.54
0040-001824-05	Abdelmalak, Basem (FOX)	\$73.04
0040-001824-06	Solenni Roche Matos, Franyeri Cabrera (FOX)	\$401.42
0040-001827-18	Lea, Deborah (FOX)	\$42.21
0040-001828-05	Crews,patricia/Candace (FOX)	\$186.04
0040-001840-09	Hofstetter, Philip/Lisa (FOX)	\$258.51
0040-001840-11	Rayl, Hunter W (FOX)	\$53.10
0040-001904-05	Hudson Homes Management, LLC*	\$87.07
0040-001916-13	Jordan, Karen (FOX)	\$91.08
0040-001937-07	MICHAEL GOFF, MARY ANDERSON (FOX)	\$399.18
0040-001964-10	Spear, Ka'Terika (FOX)	\$275.60
0040-001971-07	Henderson, Brionne (FOX)	\$156.04
0040-001985-04	Walden, Tyanna (FOX)	\$277.70
0040-001986-09	Scates, Melvin (FOX)	\$91.08
0040-002027-06	Russell Gene Risley Jr (FOX)	\$567.49
0040-002042-12	Kilpatrick, Jeremy (FOX)	\$255.26
0040-002045-05	Greer, Travis (FOX)	\$85.47
0040-002049-05	Parman/Loftin, Caleb/Nick (FOX)	\$291.15
0040-002053-07	Guevara, Jorge (FOX)	\$64.96
0040-002055-06	Wynn, Martez (FOX)	\$91.08
0040-002057-07	Alvarado/Montes, Allan/Joline (FOX)	\$462.12
0040-002059-05	Page, Lodorea (FOX)	\$243.60
0040-002086-04	Crittenden, Terrance (FOX)	\$53.10
0040-002087-03	Jordan, Marlana (FOX)	\$247.90
0040-002088-04	Mora, Susan (FOX)	\$152.22
0040-002089-12	Oneal, Tiffany/Dewayne (FOX)	\$187.41

Account #	Name	Amount
0040-002162-10	Queen, Aaron (FOX)	\$172.61
0040-002164-11	Currie/Dryden, John/Lhnay (fox)	\$464.46
0040-002169-09	Negron-Cabrera/Rodrigues, Davier/Isaura (FOX)	\$169.87
0040-002229-06	Mullins/Menzies, Stuart/Jackie (FOX)	\$139.68
0040-002238-12	Morcos, Remon (FOX)	\$424.08
0040-002239-05	Gonzalez, Rodolfo/Marling (FOX)	\$207.76
0041-000003-04	Aundrea Laverne Fogg*	\$114.82
0041-000113-08	Dormevil, Gracia (fox)	\$70.37
0041-000128-17	Gray, Melissa(FOX)	\$183.64
0041-000142-10	Jones, Kia (FOX)	\$240.86
0041-000146-13	Page, H. lamont (FOX)	\$145.57
0041-000146-15	Muth/Butts Jr., Saroeun/James (FOX)	\$192.18
0041-000149-07	Murray/Reed, Scott/Marianna (FOX)	\$96.48
0041-000175-07	Tilley/Lippert,benjamin/Kendall (FOX)	\$710.42
0041-000178-08	Lucio Pecina Ontiveros, Lucio Pecina Torres (FOX)	\$91.41
0041-000178-09	Girgis Barsoum (FOX)	\$73.04
0041-000179-08	Khames, Tamer (FOX)	\$45.54
0041-000179-09	Leiva, Daimary (FOX)	\$858.17
0041-000189-04	Marcus Shipp*	\$211.94
0041-000234-04	Borroto-Camacho, Jasiel (FOX)	\$119.14
0041-000317-08	Laster, Jonathan (FOX)	\$227.26
0041-000328-02	Johnson, Marilyn (DECEASED)	\$87.07
0041-000333-02	Johnson, Brandi (SEE NOTES)	\$102.74
0041-000340-06	Gamino, Gerardo (FOX)	\$238.83
0041-000352-15	Williams/Gatlin, John/Tynisha (FOX)	\$201.99
0041-000352-16	Cole/Jackson, Kira/Kevin (FOX)	\$1,521.86
0041-000352-18	Tisa Jones*	\$217.23
0041-000359-07	Stone, Dominique (FOX)	\$803.15
0042-000037-06	Martinez, Nicolas (FOX)	\$123.25
0042-000040-18	Ivy/Anderson, Lewis/Taliyah (FOX)	\$266.71
0042-000044-05	Thompson, Joseph (FOX)	\$62.81
0042-000057-07	James White-Brown, Desiree Wanga (FOX)	\$139.85
0042-000069-03	Drake, Taquessa (FOX)	\$368.45
0042-000074-09	Mansour, Sabereen (FOX)	\$657.54
0042-000075-07	Richardson, Antony/Makeva (FOX)	\$573.47
0042-000084-10	Miller, Arielle (FOX)	\$283.01
0042-000085-04	Putman, Gregory (FOX)	\$235.69
0042-000116-05	Dismang, Trenton (FOX)	\$145.26
0042-000288-14	Wally Germain*	\$167.48
0042-000311-10	Sasic, Indira (FOX)	\$55.25
0042-000314-20	Harrison, Nashika (FOX)	\$171.50
0042-000314-22	Williams, Patricia (FOX)	\$157.11
0042-000315-02	Robinson, Cekarlto (FOX)	\$193.41
0042-000318-02	King, Katisha*	\$45.54
0042-000335-09	Carroll, Dona (FOX)	\$136.62
0042-000355-05	Aneidis Liranza Ramirez (FOX)	\$47.69
0042-000355-06	Jose A Barrera*	\$41.53
0042-000368-11	Dennis James Johnson*	\$408.58
0042-000368-12	SFR JV-1 2020-1 Borrower LLC	\$66.53
0042-000380-07	Key, Charles (FOX)	\$260.95
0042-000393-07	Crouse, Evan/Stephanie (FOX)	\$45.54

Account #	Name	Amount
0042-000430-10	Cinthia Rivera Mclean (FOX)	\$48.77
0042-000449-05	Crow, Sandra (FOX)	\$449.76
0042-000467-04	Miles/Gruber, Chris/Amber (FOX)	\$277.70
0042-000489-04	Lockard, Donald/Debora (FOX)	\$58.50
0042-000542-05	Chanda Jessie, Daqua Potter (FOX)	\$91.73
0042-000565-05	Bridgeforth, Shavon (FOX)	\$45.54
0042-000573-13	Danner, Natasha (FOX)	\$136.62
0042-000574-14	Gubara, Hamida (FOX)	\$232.65
0042-000578-06	Van Brocklin, Robin (FOX)	\$257.28
0042-000582-05	Reynaldo Ruiz Barrios*, Yoni Garcia Ruiz	\$75.76
0042-000601-11	Grooms/Panyanouvong, Iandon/Ashley(FOX)	\$562.04
0042-000605-06	McNeil, Kandice (FOX)	\$655.20
0042-000605-08	Brooklyn Barger, Kellon Johnson, Candy Hadley, Terrance Lyons*	\$281.74
0042-000606-12	Potgieter, Sabastian D(FOX)	\$467.66
0042-000607-04	Kuster/Meyer, Stephen/Kayla (FOX)	\$145.05
0042-000614-05	Blackwell, Adrianna (fox)	\$169.79
0042-000616-03	Travis/Travis/Barker, Lynsley/Brian/Larry (FOX)	\$234.30
0042-000619-03	Young/Smith, Alicia/William (FOX)	\$136.62
0042-000628-04	Ortiz, Maria (FOX)	\$93.03
0042-000630-04	Hughes/Clark, Laquanda/Juston(FOX)	\$198.99
0042-000634-11	Hill/Kennedy, Stephon/Karen(FOX)	\$68.20
0042-000639-09	Pearson, Claudia*	\$225.40
0042-000654-04	Reeves, Simone(FOX)	\$291.37
0042-000657-03	Moore, Kyle (FOX)	\$118.06
0042-000663-08	Person, jeffrey/D'Monique (FOX)	\$127.59
0042-000676-11	Patterson / hunter, Porsha /Maurice (FOX)	\$287.12
0042-000677-05	Arevalo, Itzel (FOX)	\$299.58
0042-000684-07	Nwankwo, Victor/Faith (FOX)	\$74.67
0042-000690-08	Fredericks, Leslie (FOX)	\$159.07
0042-000694-07	Perez, Jessica (FOX)	\$47.69
0043-000261-06	Pacheco/Arebalo, Edgardo/Maria (FOX)	\$142.68
0043-000261-07	Camarena Angulo Ramon (FOX)	\$299.94
0043-000290-05	Oliver Reyes Marroquin (FOX)	\$134.25
0043-000307-07	Thorman/Hernandez, Matthew/Angie (FOX)	\$87.07
0043-000336-04	Harris, Courtney (FOX)	\$190.37
0043-000346-04	Aguinaga, Eduardo (\$) (FOX)	\$45.54
0043-000372-08	Main Street Renewal, LLC*	\$111.59
0043-000380-06	Peterson, Kerri (FOX)	\$132.61
0043-000405-05	Harold Sanchez*	\$186.91
0043-000416-03	Johnson, Jamise (FOX)	\$555.20
0043-000461-04	Quintanilla, Alma (FOX)	\$91.08
0043-000482-03	Jenkins, Shekita (FOX)	\$157.14
0043-000487-08	Martinez, Lesly Garcia (FOX)	\$494.97
0043-000489-13	Lester, Meagan/Michael (FOX)	\$382.06
0043-000515-05	Roberson, Candyce C (FOX) (BANKRUPTCY)	\$406.90
0043-000519-12	Manuel De Jesus Calderon Rivera (FOX)	\$128.63
0043-000519-13	JISELA MENDOZA / MANUEL DE JESUS (FOX)	\$132.96
0043-000538-07	London, Jasmine (FOX)	\$171.46
0043-000539-02	Feleke, Tsega (FOX)	\$567.65
0043-000552-16	Daryl Emanuel Rice, Karla Felecia Scaife(FOX)	\$274.11
0043-000566-11	Irvin, Timothy (FOX)	\$115.13

Account #	Name	Amount
0043-000567-12	Thompson, Chiquita M (FOX)	\$45.54
0043-000569-20	Burns, Akendria*	\$220.80
0043-000577-11	Walker, Cheryl (FOX)	\$40.00
0043-000579-07	Britton/Johnson,deoveon/Kandi (FOX)	\$59.57
0043-000583-14	Lyles, Chasity (FOX)	\$229.50
0043-000592-11	*Graham/Vinson/Makela, Lawrence/Elijah/Jonathan	\$45.54
0043-000610-08	Bryant, Bridget (FOX)	\$95.41
0043-000613-15	Santos, Joaquin*	\$316.80
0043-000615-10	Tyson, Tevin (FOX)	\$359.09
0043-000616-15	Dowling, Kimi (FOX)	\$610.34
0043-000616-17	Brittany N Hibbler (FOX)	\$564.63
0043-000631-12	Timmya Frazier, Bettie Joe- Annie Jackson, Janae Burrus (FOX)	\$110.53
0043-000640-10	Hannah, Eric (FOX)	\$286.48
0043-000644-04	Boshra Tawadrous, Mary Mosaad*	\$586.85
0043-000674-03	Alvarez, Cesar A (FOX)	\$45.54
0043-000693-10	Beecham Alexander/Savannah (FOX)	\$215.06
0043-000694-08	Burnett, Leslie A (FOX)	\$45.54
0043-000737-07	Duncan, David (FOX)	\$228.21
0043-000781-03	Herron, Teletha (FOX)	\$108.66
0043-000796-03	Black Diamond Enterprise Inc. (FOX)	\$320.08
0043-000800-03	Michael Hutchison, Hunter Ellison (FOX)	\$417.87
0060-000003-11	Deerman, Caleb (FOX)	\$334.95
0060-000015-25	Austin, Tony (FOX)	\$45.98
0060-000018-01	Hughes, Marvette (DECEASED)	\$305.08
0060-000054-02	Wilkerson, Jerry (DECEASED)	\$519.05
0060-000072-01	Anderson, Carl (DECEASED)	\$45.54
0060-000106-12	Heath, Karen (FOX)	\$146.33
0060-000120-10	*Palmer/McCrary, Desiree/Desiree	\$170.81
0060-000359-16	Kevin Wayne Elmore (FOX)	\$123.69
0060-000400-07	Neal, Sandra/James(FOX)	\$555.29
0060-000502-03	XHALE WHOLESALE LLC*	\$53.94
0060-000532-02	Seward Hills, Llc (FOX)	\$71.41
0060-000545-06	Citi Valet (FOX)	\$136.62
0060-000651-10	Javier Sanchez (FOX)	\$112.85
0060-000651-11	MANUEL ALEXANDER GARCIA MIRANDA(FOX)	\$57.40
0060-000999-05	Enter Motors Group. Inc*	\$171.39
0060-001055-02	Rede, Julian J (FOX)	\$463.83
0060-001095-13	Kozlowsky, Stephen/Rose (SEE NOTES)	\$124.25
0060-001223-22	Lyons, Jermonitez (FOX)	\$227.05
0060-001226-14	Gonzalez/Romero, Diego/Ana (FOX)	\$45.54
0060-001335-20	Luque, Deborah (FOX)	\$125.19
0060-001340-01	Noles, J D (DECEASED)	\$442.47
0060-001400-24	Leclair-Papacsi / crafton, Tarah / tamara (FOX)	\$136.85
0060-001490-03	Penalba, Alexandra (FOX)	\$45.54
0060-001509-04	Exeter 225 Industrial, Llc (FOX)	\$148.44
0060-001775-05	JOEL DAVID YBARVO (FOX)	\$41.53
0060-004042-05	Truax, Michael (FOX)	\$693.03
0060-004062-04	Young, Takarria R (FOX)	\$736.15
0060-004086-03	Graffagnino, Kristopher P (FOX)	\$45.54
0060-004088-07	Brown, Terri (FOX)	\$459.08
0060-004164-03	Quaintance, Mason (FOX)	\$45.54

Account #	Name	Amount
0060-004174-08	Mishil Gaber Balamoui Rofaiel*	\$273.69
0060-004176-08	Smith/Rettich, Jarod/Davanny (FOX)	\$331.66
0060-004176-09	Te'she'ara Davis*	\$317.56
0060-004192-01	Draper, Eugene (DECEASED)	\$509.86
0060-004208-06	Michael M Russell (FOX)	\$416.57
0060-004276-04	Coop, Helen/Harlan (DECEASED)	\$360.76
0060-004280-10	Hartley, Bryce (FOX)	\$370.65
0060-004280-11	Ethan Andrew Kendall Goring, Darrell Goring, Jaylen Jones (FOX)	\$464.32
0060-004328-07	Dixon/Criswell, Melissa/Billy (FOX)	\$587.42
0060-004344-16	*Baillard/Campbell,Ashley/Jacob	\$90.30
0060-004346-03	Cunningham, Kenneth (FOX)	\$420.38
0060-004436-01	Ridd Jr, Roland(DECEASED)	\$166.12
0060-004440-02	England, Christina (FOX)	\$45.54
0060-004440-04	STELLA BLUMBERG / LEAH MOSSBERG (FOX)	\$41.53
0060-004452-05	McCarthy, Ashley (FOX)	\$45.54
0060-004498-04	Mayes/Fuller, Cannon/Sophia (FOX)	\$431.35
0060-004526-11	Lawson, Sandra (FOX)	\$316.96
0060-004538-11	JEFFREY LAMB / HEATHER ESTES (FOX)	\$332.75
0060-004579-02	Peach Tree Landscape, Llc (FOX)	\$44.00
0060-004611-01	S&W CONSTRUCTION (FOX)	\$1,587.50
0060-004622-05	Ups Expedited Mail Services (FOX)	\$216.94
0060-005026-02	Shoe Metro (FOX)	\$666.46
0061-000040-18	Webb, Jana (FOX)	\$138.05
0061-000056-03	Rich/Aguilera, Mirna/Cesar*	\$45.54
0061-000058-03	ROSA MEJIA LAJOM / DOMINGO FELIPE (FOX)	\$41.53
0061-000085-07	Bratcher, Jessica (FOX)	\$137.81
0061-000126-17	Terry Welch (FOX)	\$153.87
0061-000136-13	Tequila Rasha Shephard(FOX), Shakeyia Collier	\$398.79
0061-000221-05	Radford, Richard (FOX)	\$45.54
0061-000291-07	Price, George/Sharon (FOX)	\$57.41
0061-000316-01	Raymond, Billy G*	\$41.53
0061-000435-02	Capital Holdings 635 Llc (FOX)	\$45.54
0061-000671-28	Carranza, Julio Cesar (FOX)	\$333.77
0061-000686-09	Elizabeth Goings (FOX)	\$184.31
0061-000696-17	Stromatt, Chelsea (FOX)	\$309.98
0061-000696-18	Mary L Blankenship (FOX)	\$182.16
0061-000771-01	Felts, Joann (DECEASED)	\$1,072.24
0061-000800-29	Ed Gaw (FOX)	\$73.04
0061-000971-03	Mankin, Ryan/Taylor (FOX)	\$47.69
0061-001040-08	Smith, Amanda*	\$151.73
0061-001150-07	*Nakima Chrismon, Carlos Chrismon	\$178.15
0061-001420-02	Lavigne, Steven (DECEASED)	\$45.54
0061-001430-12	Zerfoss, Patricia / Martinez, Isamel*	\$642.43
0061-001455-25	Tandem Realty, Llc (FOX)	\$64.08
0061-001540-05	Roux, Jeffery R (FOX)	\$161.94
0061-001600-01	Robertson, Jessie (DECEASED)	\$314.13
0061-001640-03	Riddle, Gary (FOX)	\$71.43
0061-001825-06	Luttrell, Natalie (FOX)	\$136.62
0061-001840-03	French, Wanda (FOX)	\$720.50
0061-001975-16	Ocean Trades Inc. (FOX)	\$91.08
0061-002050-02	Hayes, Robert (FOX)	\$41.53

Account #	Name	Amount
0061-002060-07	Hollis, Mindy (FOX)	\$232.66
0061-002999-03	Rivera-Diaz / calderon-Adorno, Omiose / liss (FOX)	\$43.87
0061-003000-04	*ALEJANDRO ESCOBEDO AVALOS, GASTON PENA VALERIO	\$1,298.00
0061-003075-02	Rickard, Kerry (DECEASED)	\$187.34
0061-003091-23	Hibdon, Lisa Nicole (FOX)	\$248.24
0061-003100-03	BOBBY SMITH (FOX)	\$319.23
0061-003126-02	Lorena Rodriguez, Vidal Mireles (FOX)	\$199.09
0061-003155-08	Design Works Nashville Llc (FOX)	\$167.23
0061-003164-03	Charles Hawkins Co. (FOX)	\$58.68
0061-003611-02	Bell, Patricia (FOX-NOTES)	\$143.09
0061-003655-03	Mirtha Gutierrez Garcia, Martiniano Garcia Romero(FOX)	\$45.54
0061-003705-31	Maddox, Phillip W (FOX)	\$93.63
0061-003725-01	Akins, Jack (SEE NOTES)	\$376.14
0061-003750-02	Parnell, Judy A (DECEASED)	\$296.21
0061-003750-03	Dalila Sandoval Medina*	\$296.92
0061-003761-04	Holmes, Amber*	\$813.53
0061-003772-02	Padilla Ochoa, Arquimides (FOX)	\$168.39
0061-003795-20	Thompson, Lydia (FOX)	\$275.97
0061-004130-11	Giblin, Brandie(FOX)	\$128.86
0061-004145-06	Lovett, Gregory Dashunn (FOX)	\$105.11
0061-004230-10	Stone/Amick, Joshua/Emily (FOX)	\$101.86
0061-004230-12	Marco Antonio Carbajal Sanchez (FOX)	\$58.50
0062-000056-04	BRAXTON DUNBAR (FOX)	\$218.48
0062-000131-10	Axel Rodriguez, Adela Maldonado(FOX)	\$126.45
0062-000257-21	Rodriguez-Mojica / rivera, Talisha / anibal (FOX)	\$253.38
0062-000257-23	HAROLD CALON REYES, YELITZA PADILLA (FOX)	\$549.81
0062-000261-21	McMillen, Timothy/Kyndell (FOX)	\$229.79
0062-000262-19	Cortez, Candace (FOX)	\$45.54
0062-000263-13	Gilson-Mowery, Brittney (FOX)	\$207.71
0062-000264-13	Guzman, Jennielisse (FOX)	\$219.89
0062-000435-12	Porter, Parker (DECEASED)	\$263.96
0062-000435-14	CHRISTOPHER SLATE (FOX)	\$369.14
0062-000480-08	Woodard, Taylor (FOX)	\$66.38
0062-000485-09	Arnold, Sabrina(FOX)	\$212.15
0062-000485-10	EDUARDO / CATALINA RODRIGUEZ (FOX)	\$654.85
0062-000501-01	Baker, Evelyn (DECEASED)	\$44.69
0062-000501-03	Story, Kimberly(FOX)	\$123.97
0062-000545-03	Hathaway, Kaelyn (FOX)	\$438.85
0062-000545-04	Baymar Realty (FOX)	\$283.67
0062-000596-04	Sells, Eddie (DECEASED)	\$99.72
0062-000634-11	Parnell, Jeremy (FOX)	\$231.96
0062-000665-05	Rauanheimo, Sandra (FOX)	\$302.12
0062-000676-06	Tandara, Terysa/Tony (FOX)	\$266.56
0062-000695-02	Bowker, Robert (FOX)	\$45.54
0062-000701-08	Cagle, Justin (FOX)	\$69.28
0062-000848-12	Stevens-Martin, Candace (FOX)	\$109.42
0062-000876-03	Cogswell, Diane (FOX)	\$82.53
0062-001036-03	Stoglin, Tyler (FOX)	\$95.34
0062-001116-06	Gordon, Preston/Savannah (FOX)	\$362.05
0062-001136-04	Goff, Amanda/Heather (FOX)	\$135.09
0062-001151-01	Kephart, Elver (SEE NOTES)	\$88.45

Account #	Name	Amount
0062-001175-03	Hutchison, Lynn (FOX)	\$132.61
0062-001323-08	Boss, Guadalupe (FOX)	\$463.77
0062-001326-06	Gutierrez, Alfonso (FOX)	\$116.97
0062-001326-07	Jenny Echeverria*	\$100.79
0062-001361-11	Herrera, Charles (FOX)	\$317.62
0062-001423-07	Shipp, Sharon/Henry (FOX)	\$41.53
0062-001463-04	Ramirez, Rolando (FOX)	\$400.32
0062-001486-07	Phillips, James*	\$126.69
0062-001503-05	Covington, Rosella (FOX)	\$422.78
0062-001523-07	Pizen-Magana, Jose de Jesus (FOX)	\$174.38
0062-001533-24	Simpson, Carol (FOX)	\$51.08
0062-001581-04	Flores, Danilo Antonio (FOX)	\$358.61
0062-001616-01	Charland, Darrell (FOX)	\$94.10
0062-001621-06	Parrot/Mathers, Taylor/Deschardias(FOX)	\$136.39
0062-001633-03	Sengsouk, Sonevilay (FOX)	\$45.54
0062-001639-15	Munson, Sarah(FOX)	\$373.24
0062-003040-06	Hagston, Katalynn (FOX)	\$45.54
0062-003110-04	Hamilton, Diane (FOX)	\$124.54
0062-003225-03	Russell, Eva (DECEASED)	\$178.15
0062-003255-03	EMILY FLIPPO (FOX)	\$285.49
0062-003320-03	Truesdale, Michael (fox)	\$62.81
0062-003410-08	Al-Dujaili/Almusawi, Mohannad/Mays (FOX)	\$45.54
0062-003410-09	Maria Angelica Farias Cruz, Alejandra Murillo Farias, Alejandro Murillo Vega (FOX)	\$58.40
0062-003430-12	Daniels/Poole, Ta-Tishna/Shakira/Ragine (FOX)	\$247.23
0062-003535-07	Matthews/Benson, Ciara/Keith (FOX)	\$351.13
0062-003770-05	Posadas Suazo, Dagoberto (FOX)	\$45.54
0062-003905-11	Martinez / Saucedo, Maria / Adolfo (FOX)	\$488.43
0062-003960-01	Davis, Grace (FOX)	\$137.53
0063-000024-22	Bullock/Merryman,carleca/Christopher (FOX)	\$305.76
0063-000056-03	Do, Aixuan (FOX)	\$45.54
0063-000061-02	Beshoy Shenouda (FOX)	\$41.53
0063-000097-05	Warren, Sam (FOX)	\$45.54
0063-000118-08	Hamm, Noni/William (FOX)	\$40.12
0063-000179-04	Wilkerson, Samuel (FOX)	\$45.54
0063-000199-26	Kasco, Amanda/Helen (FOX)	\$101.86
0063-000199-28	Hany Ibrahim Mekhael Gadalla, Dameh Nagah Saidalla (FOX)	\$200.60
0063-000221-04	Wittenberg, Stephanie (FOX)	\$41.53
0063-000259-01	Fox-Bond, Vera (FOX)	\$45.54
0063-000273-07	Albright, Michael (FOX)	\$216.29
0063-000283-03	Fernandez, Luatany - (FOX)	\$115.91
0063-000346-01	Rivers, Shirley (DECEASED)	\$45.54
0063-000349-09	Parker, Robin (FOX)	\$63.88
0063-000803-01	Sandlin, L R (DECEASED)	\$20.87
0063-000869-02	Santana, Alexander	\$25.14
0063-000931-04	Thornhill, Jason (FOX)	\$214.65
0063-000952-01	Signature Designs Group (FOX)	\$137.51
0063-001029-20	Sullivan/Raines, Joseph / ricky (FOX)	\$303.58
0063-001056-19	Jesus Ricardo Garcia Cardenas (FOX)	\$42.61
0063-001083-32	Pigott, Yvonne (FOX)	\$173.45
0063-001096-33	Roger Edwards (FOX)	\$70.64
0063-001180-02	Oglesby, James R (DECEASED)	\$20.87

Account #	Name	Amount
0063-001512-09	Hawkins/Pegel, Kelly/James (FOX)	\$61.73
0063-001596-08	Lewis, Elena (FOX)	\$316.04
0063-001602-13	Ellis/Wilt, Tonya/Pascal*	\$132.38
0063-001666-03	Smith, Charles (FOX)	\$359.72
0063-001672-08	Moreno, Ruben (FOX)	\$295.70
0063-001740-03	Trewyn, Robert (FOX)	\$92.16
0063-001784-03	Harville, Charles (FOX)	\$41.53
0063-001800-07	Gadbois, Daniel (FOX)	\$227.28
0063-001888-03	Caputo, Patrick/Renata (FOX)	\$264.89
0063-002066-06	SAMER SALEH (FOX)	\$45.54
0063-002066-08	SAMER SALEH (FOX)	\$109.42
0063-002096-04	THOMAS BROOKS (FOX)	\$91.65
0063-004115-02	Barton, Leslie C (deceased)	\$253.23
0063-004132-02	Pham/Phong, Biu/Thao (FOX)	\$175.84
0064-000005-04	Keithia/Caylum Jackson*	\$193.72
0064-000014-02	Hainley, Lee/Selina (FOX)	\$45.54
0064-000015-04	Munoz, Gilberto Alberto (FOX)	\$45.54
0064-000059-02	Shipes, Clint(FOX)	\$703.28
0064-000102-04	Evans, Janice (FOX)	\$337.82
0064-000109-03	Rather, Jeffrey (FOX)	\$136.62
0064-000115-04	Hicks, Victor (SEE NOTES)	\$37.04
0064-000151-04	Smith, Marshall Dane(FOX)	\$45.54
0064-000162-03	Natalia Carlos Jaimes (FOX)	\$239.94
0064-000209-10	Vanwinkle, Jeremy/Sherry (FOX)	\$318.78
0064-000214-23	Valadez / Vanwinkle , Juan / Sherry (FOX)	\$219.40
0064-000214-24	*Rolando David Herrera Avila, Evelin Yaneth Perez De Leon	\$203.10
0064-000229-11	Smith, Jeremy(FOX)	\$87.07
0064-000231-17	Oscar Medina Calderon, Ruth Castro(FOX)	\$219.74
0064-000336-11	ZAREEF HALEEM (FOX)	\$73.04
0064-000338-12	Pryor, David (FOX)	\$87.89
0064-000399-11	Lina Paola Medina*	\$368.80
0064-000415-02	Corwin, Mary K (FOX)	\$3,402.71
0064-000415-03	Cheyenne Investments, LLC*	\$45.54
0064-000418-03	Bell, Lacey/Alan (FOX)	\$122.10
0064-000437-04	Forrester, Paul L (FOX)	\$132.61
0064-000613-11	Beddingfield, Latonya (FOX)	\$776.49
0064-000613-12	LaBria Appleton (FOX)	\$249.71
0064-000625-08	Gardner, Shala (FOX)	\$538.08
0064-000629-07	Oneal, Travis (FOX)	\$90.01
0064-000630-11	Brooks, Mary (FOX)	\$425.95
0064-000640-08	Molloy, Boyd/Wendy (FOX)	\$45.54
0064-000642-12	Packwood, Jessica/James*	\$136.62
0064-000671-10	Moss, Jeffrey (FOX)	\$91.08
0064-000730-02	Adcox, Jeffery, Karen (FOX)	\$55.31
0064-000744-08	Morales, Marina (FOX)	\$155.38
0064-000744-09	Castro, Sonia (FOX)	\$339.44
0064-000757-04	Hancock, Brittany (FOX)	\$415.50
0064-000767-04	Trentz, Kari/Joseph (FOX)	\$123.69
0064-000798-04	Jno-Baptiste / garcia, Franklin / nancy (FOX)	\$132.61
0064-000802-04	Adams, Indigo (FOX)	\$180.87
0064-000805-09	Samantha Jayne Copper, Robert Spencer Cooper (FOX)	\$188.93

Account #	Name	Amount
0064-000805-10	*Joshua A Parker, Carrie Shah, Gregory Parker	\$89.43
0064-000900-05	Lawson, Rachael*	\$91.08
0064-000902-06	BRENDA QUINTANILLA SANCHEZ (FOX)	\$110.53
0064-001004-13	JENNIFER / PARKER WETHERINGTON(FOX)	\$3,493.63
0064-001016-02	Burnett, Gilbert (DECEASED)	\$131.83
0064-001016-03	MAICHEL BASILIOUS (FOX)	\$45.54
0064-001202-08	Royero, Yamilet Mustelier*	\$270.96
0064-001227-08	*Byron Israel Virula, Maria Ramos	\$453.56
0064-001229-16	Richardson/Sepulveda Cayce/Steven(FOX)	\$346.77
0064-001239-04	Johnson, Terence (FOX)	\$71.30
0064-001250-03	Vanzant/Martinez, Terry/Mariela (FOX)	\$45.54
0064-001250-06	LATISHA / EMMANUEL SAMUEL(FOX)	\$213.25
0065-000270-06	Chanthaphanh, Peter/Linda (FOX)	\$64.96
0065-000470-02	Miller, Gina R (FOX)	\$320.24
0065-000606-08	Haltom, David/Tabatha (FOX)	\$116.97
0065-000749-02	Pfaff, Dorothy (deceased)	\$87.07
0065-000782-02	Card, Stephanie (FOX)	\$277.70
0065-000886-02	Kobessen, Joe (FOX)	\$132.61
0065-000904-16	Wahba/ Garas, Noshi/ Akram (FOX)	\$180.87
0065-000971-07	Yates Sr, Ronnie (FOX)	\$108.72
0065-000989-05	Burrill, Matthew (FOX)	\$116.97
0065-000989-07	Anderson, Antwainette(FOX)	\$309.89
0065-001138-05	Alan Austin Mays, Kristen Mays (FOX)	\$85.47
0065-001185-04	Abdelshahed, Wasseem (FOX)	\$45.54
0065-001247-02	Peveler, Jack/Teresa (SEE NOTES)	\$36.66
0065-001290-02	Ball, Elizabeth/Byron (FOX)	\$512.04
0065-001331-02	Foster, Shan*	\$45.54
0065-001410-02	Navey, Daniel (FOX)	\$45.54
0065-001444-02	Weir, Catherine (FOX)	\$229.72
0065-001448-05	Khaled Bagul (FOX)	\$164.12
0067-000048-07	Prince, Brittney (FOX)	\$141.81
0067-000083-10	Edwin Onan Diaz Moncada*	\$45.54
0067-000104-04	Smith, Joshua (FOX)	\$45.54
0067-000109-06	Ortiz, Jamie/Miguel*	\$87.62
0068-000055-18	BRANDY HARRISON (FOX)	\$447.93
0068-000087-06	Ruiz, Patricia (FOX)	\$99.72
0068-000087-08	Eric Ildefonso Cruz (FOX)	\$672.25
0068-000266-04	Johnson, Chris (FOX)	\$249.93
0068-000270-02	Mitchell/Trdla, Tim/Edward (fox)	\$57.28
0068-000292-03	Gosey, Tamika -(FOX)	\$218.68
0068-000295-04	Franco-Santos/Flores-Urquiza, Cesian/Erick (FOX)	\$557.32
0068-000362-02	Bostian, Erica/Clay(FOX)	\$63.88
0068-000466-03	Richard Austin*	\$45.54
0068-000487-04	Alfredo Alves de Lima (FOX)	\$164.12
0070-000092-01	Alston Construction (FOX)	\$6,127.10
0070-000093-01	Alston Construction (FOX)	\$3,449.18
		\$269,208.79



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 11. Motion to Approve the New City Mission Statement, Vision Statement, and Objectives.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Mission Statement - Vision Statement - Objectives

Summary:

This will approve the new Mission Statement, Vision Statement and Objectives for the City of La Vergne.

Background Information:

Since the planning retreat last year, staff has been working on a new mission statement, vision statement and the objectives for the city. As presented last month, staff now requests the Board of Mayor and Aldermen to formally approve them.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

City of La Vergne

Mission Statement

“Commitment to Community”

Vision Statement

“A La Vergne that delivers the highest level of services with integrity, trust and professionalism to promote economic growth and endless opportunity.”

Services	Growth	Opportunity
Infrastructure • Water Resources • Sanitary Sewer Resources • Streets • Storm Water Services	Economic Development • Strategic Planning • Improving Quality of Life	Employee Opportunities • Employee Training • Employee Engagement • Employee Resource Management • Recruiting
Parks & Recreation • Parks Services • Recreational Services • Public Events	Leadership • Board of Mayor and Aldermen • Administration • Boards and Committees	Community Connections • Library Services • Public Events • Public Relations
Essential Services • Building Codes • Financial Services • Municipal Courts • Information Technology and Communication	Public Safety • Emergency Dispatch • Fire and Rescue • Law Enforcement	Arts and Culture • City Beautification • Historical Preservation



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: March 28, 2024

Item #: 12. **Resolution #2024-10** - A Resolution to Authorize the Mayor to Execute a License Agreement with CoStar Realty Information, Inc.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Resolution #2024-10
 2. CoStar Brochure

Summary:

This is a resolution that would allow the Mayor to sign an agreement with CoStar. CoStar is the industry leader in commercial real estate information and analytics, trends, and data. Their data will help and support the Economic Development team to depict the most accurate, trusted, and up-to-date picture of La Vergne to retailers, brokers, and developers and will aid in recruitment of new business to the city.

Background Information:

Costar offers market data and submarket performance, rent forecasts and detailed growth trends, comps and analytics. It is the recognized global leading provider of these resources to commercial real estate and economic development professionals. Additionally, CoStar lists and provides access to over 7 million commercial / industrial properties nationwide. CoStar typically offers a discount to ICSC attendees at the ICSC event in May.

Financial Summary:

The maximum cost should be \$10,320.00 per year before the discount. Funds are available in the Economic Development budget to cover these costs.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-10

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH COSTAR REALTY INFORMATION, INC.

WHEREAS, CoStar Realty Information, Inc. is a software vendor that offers economic development software (the, "Software"); and

WHEREAS, the Software would enhance the ability of the City of La Vergne (the, "City") to promote economic development; and,

WHEREAS, the City of Murfreesboro recently entered into a license agreement with CoStar Realty Information, Inc. for the Software, a copy of which is attached hereto as Exhibit 1.

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

1. That the mayor be and hereby is authorized to execute a license agreement on behalf of the City with CoStar Realty Information, Inc. for the Software under the same terms and conditions as set forth in the license agreement attached hereto as Exhibit 1, so long as the cost of the same is equal to or less than the monthly license fee set forth in the license agreement attached hereto as Exhibit 1.

2. That the authority granted to the mayor by this resolution shall expire on August 1, 2024.

Resolved this the 2nd day of April, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CoStar License Agreement

Exhibit 1

FOR INTERNAL ONLY: (Ref ID) 2499592	
AE:	Art Heckman
Location ID:	3954896
Business Code:	Government



BILL TO:	
Licensee: City of Murfreesboro	Location ID: 3954896
Address: 111 W Vine St	City/State/Zip: Murfreesboro, TN 37130
Telephone: (615) 893-5210	
Bill-To Contact: Craig Tindall	Email for Bill-To Contact: CTindall@murfreesborotn.gov
USE:	
BILLING CYCLE:	
Total No. Listings: 0	☐ Monthly ☐ Semi-Annually
Total No. Sites: 1	☐ Quarterly ☒ Yearly
Total No. Authorized Users (All Sites): 3	
TERM:	
One Year Initial Term	
INVOICE TYPE/BILLING PREFERRED:	
Single Invoice	START DATE:
	Immediate Start

SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
3954896	All Data	CoStar Suite	\$1,290.00
Total Monthly Fees From Additional Schedule of Services:			
Discount:			
Total Monthly License Fees:			\$1,290.00
Discounted Monthly License Fees:			

Notes:

This License Agreement incorporates by reference the Terms and Conditions for the services identified above (available at: <https://www.costar.com/CoStarTerms-and-Conditions>) and any addenda attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Licensee, and establishes the terms and conditions under which CoStar will license the products set forth in this License Agreement. The Terms and Conditions are an integral part of the License Agreement being formed hereby. In addition, use of any CoStar product is subject to the website Terms of Service/Use ("Website Terms of Use") available online for each applicable service provided under this License Agreement. Licensee agrees to comply with such Website Terms of Use and to regularly review them for updates and changes. To the extent a conflict exists, this License Agreement shall govern over such Website Terms of Use. Terms used on this License Agreement and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this License Agreement by 2/29/2024, this License Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this License Agreement after such date, this License Agreement shall continue in full force and effect and be binding on the parties. The person executing this License Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this License Agreement on behalf of CoStar. Delivery of an executed signature page to this License Agreement by electronic means shall be effective and constitute a legal and binding agreement between the parties.

CoStar

By: 
Name: Scott Wheeler
Title: Chief Financial Officer
Date: February 14, 2024
Address: 1331 L St NW
Address: Washington, DC 20005-4101

City of Murfreesboro

Signature: 
Craig Tindall (Feb 15, 2024 15:28 CST)
Print Name: Craig Tindall
Title: City Manager
Date: Feb 15, 2024
Address: 111 W Vine St
Address: Murfreesboro, TN 37130

AUTHORIZED SITE & USERS LIST	
Licensee: City of Murfreesboro	Location ID: 3954896
Address: 111 W Vine St	Murfreesboro, TN 37130
Total Number of Authorized Users at Site: 3	
USERS AT ABOVE LISTED SITE	
Contact Name: Craig Tindall	Phone: (615) 653-7006
Email: CTindall@murfreesborotn.gov	Role: User
Contact Name: Greg McKnight	Phone: (615) 893-6441
Email: gregmcknight@murfreesborotn.gov	Role: User
Contact Name: Sam Huddleston	Phone: (615) 893-5210
Email: shuddleston@murfreesborotn.gov	Role: User

The power of

KNOWING

CoStar for Commercial Real Estate Professionals



Where commercial real estate professionals go when they need to know.

YOUR CONNECTION TO THE WORLD OF COMMERCIAL REAL ESTATE

CoStar is the global leader in commercial real estate information and analytics. For over 30 years we have worked with commercial real estate professionals to support their growth and success. CoStar research tracks and reports on commercial property in unparalleled detail: the buildings, tenants, owners, brokers and transactions that move the market.

The result is comprehensive and current market information. That information makes it easier to provide timely, accurate advice and valuable service to your clients. With CoStar, you can close deals faster than ever.

Over 174,000 commercial real estate professionals now subscribe to CoStar. Established global players, independent shops, and growing firms alike benefit from access to CoStar's extensive, objective information and powerful tools.

Whether you're buying, selling or leasing a property, representing tenants, valuing assets, originating loans or managing diverse portfolios, CoStar adds value for commercial real estate professionals in every aspect of their business. It's the power of knowing.



The CoStar difference.

CoStar has the largest team of researchers – over 1,400 – in the commercial real estate industry. They verify details on a complete inventory of commercial properties, transactions and tenants.

The result: comprehensive information and tools available in CoStar have the power to accelerate your daily tasks, get you to the right answer fast, and reveal new opportunities to grow your business.

“What differentiates CoStar is the ability to personalize the data by drilling down to fit our specific needs, making the product invaluable for us.”

—Michael Le Coche
Director, Strategy and
Research Fiera Real Estate



The most comprehensive platform of commercial real estate information.

6.7M Commercial Properties	133B Square Feet Tracked	1M Active Listings
4.3M Sales Comparables	9.6M Lease Comparables	8M Tenants Profiled

What could you do with CoStar?

COMMERCIAL REAL ESTATE PROFESSIONALS USE COSTAR TO:

- Increase efficiency by accelerating the pace of day-to-day activities.
- Demonstrate market knowledge by analyzing market and sub-market conditions.
- Develop new business by identifying prospective tenant or owner clients.
- Know which tenants are leasing space by researching lease comps.
- Understand owners and investors are buying and selling properties by researching sale comps.
- Research an owner's portfolio using CoStar's comprehensive inventory of properties.
- Find new locations with CoStar's detailed property records.



“ I need a service that is cutting edge. It's critical to be able to share facts and narratives in a way that sets me apart. ”

—Allen Grinberg
Senior Vice President



Everything a commercial real estate professional needs from an information platform, in one place.

PROPERTIES

6.7M

Commercial building records

LISTINGS

1M+

For-lease and for-sale listings

TRANSACTIONS

9.6M

Lease comparables

4.3M

Sale comparables

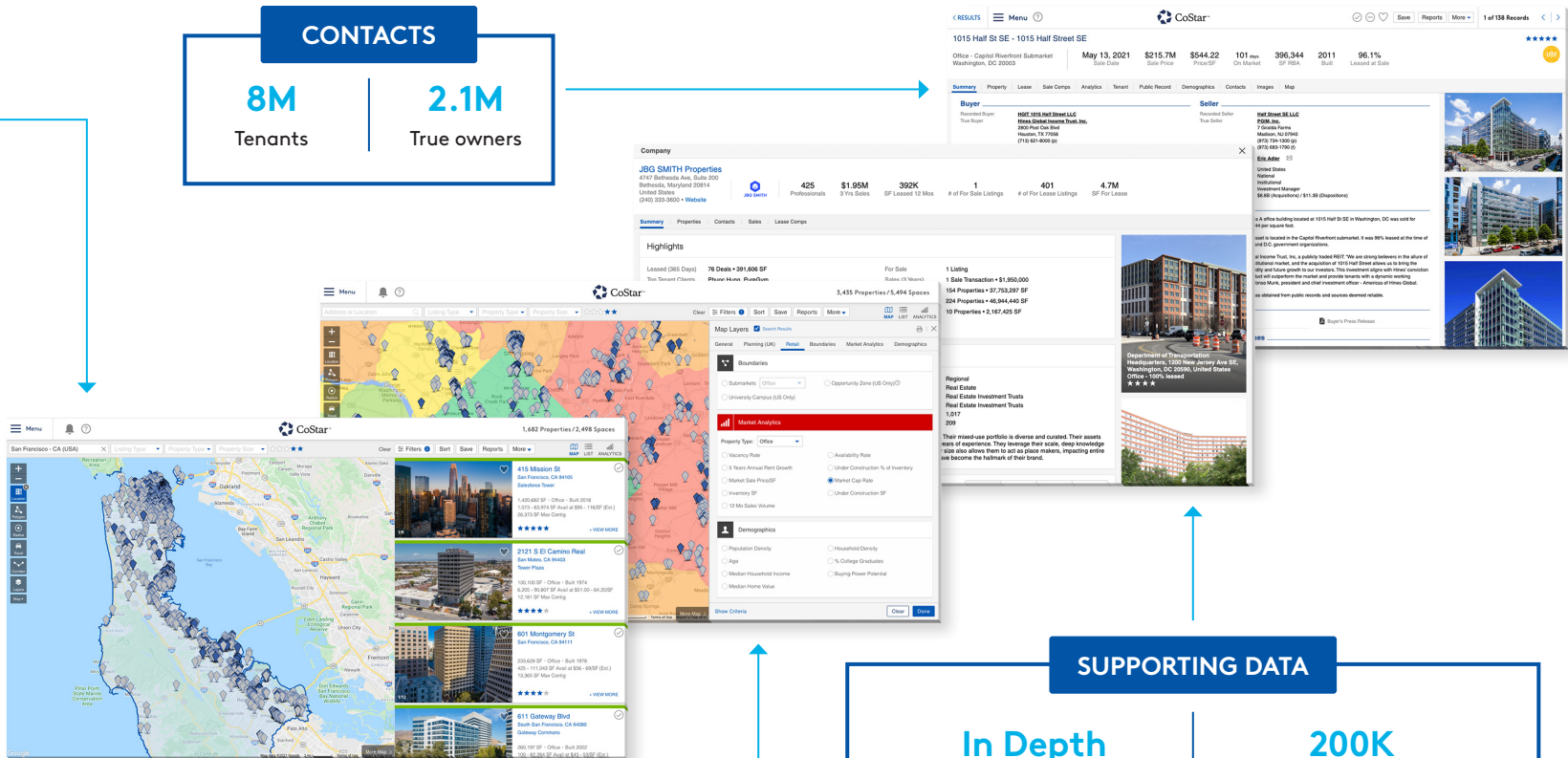
CONTACTS

8M

Tenants

2.1M

True owners



SUPPORTING DATA

In Depth

Demographic data layers and search filters

200K

CMBS loans and financial information

39M

Public records

29K+

Market & submarket reports

It all starts with data.

When it comes to assembling a full picture of the commercial real estate market, there are no shortcuts.

CoStar has built a research process with the single goal of delivering high quality, accurate and timely information on every aspect of commercial real estate.

No one goes further or collects data from a wider array of sources. The result is the world's largest, most comprehensive repository of commercial real estate information and analytics.

“50% percent of our sales leads are generated through CoStar.”

—Mark Paterson
Broker of Record and Regional Manager
Marcus & Millichap



Our census-level approach to **researching the world of commercial real estate.**



1,400+ Portfolio, tenant, marketing and sale researchers



600+ Account managers gathering data from market participants



200+ In market field-researchers



Dealmaker submissions



Aerial and drone research



In-market architectural photographers



Daily data feeds and web research



100+ Market analysts and economists

A platform for success.

We have a track record of consistent and significant investment in software development. The result is that CoStar has consistently been recognized as one of the world’s fastest-growing and most innovative companies by the likes of Forbes, Fortune and NASDAQ.

Our technology—and the wide array of useful features it provides—bring our market data to life in valuable, actionable ways.

CoStar users quickly find and explore the information they need through our powerful and intuitive interface. In a fast-moving and constantly changing market, CoStar is your platform for success.

“CoStar aggregates everything we need to know, in one place. It’s a one-stop shop for all our lending needs. This gives us the edge we need to make lending recommendations quickly.”

—Adam Powadiuk
Director of Commercial Financing
FIRST NATIONAL
FINANCIAL LP



ANALYTICS

KPI trends and forecasts on any category or search

BUILD FINANCIAL MODELS

Create cash flow models to compare different lease scenarios

INTEGRATED VIDEO

Watch video commentary from our expert market analysts

POWERFUL SEARCH TOOLS AND FILTERS

Reach the information you need, fast

CHANGE REPORT

See at-a-glance what’s changed in a set of properties over time

GLOBAL REACH, LOCAL KNOWLEDGE

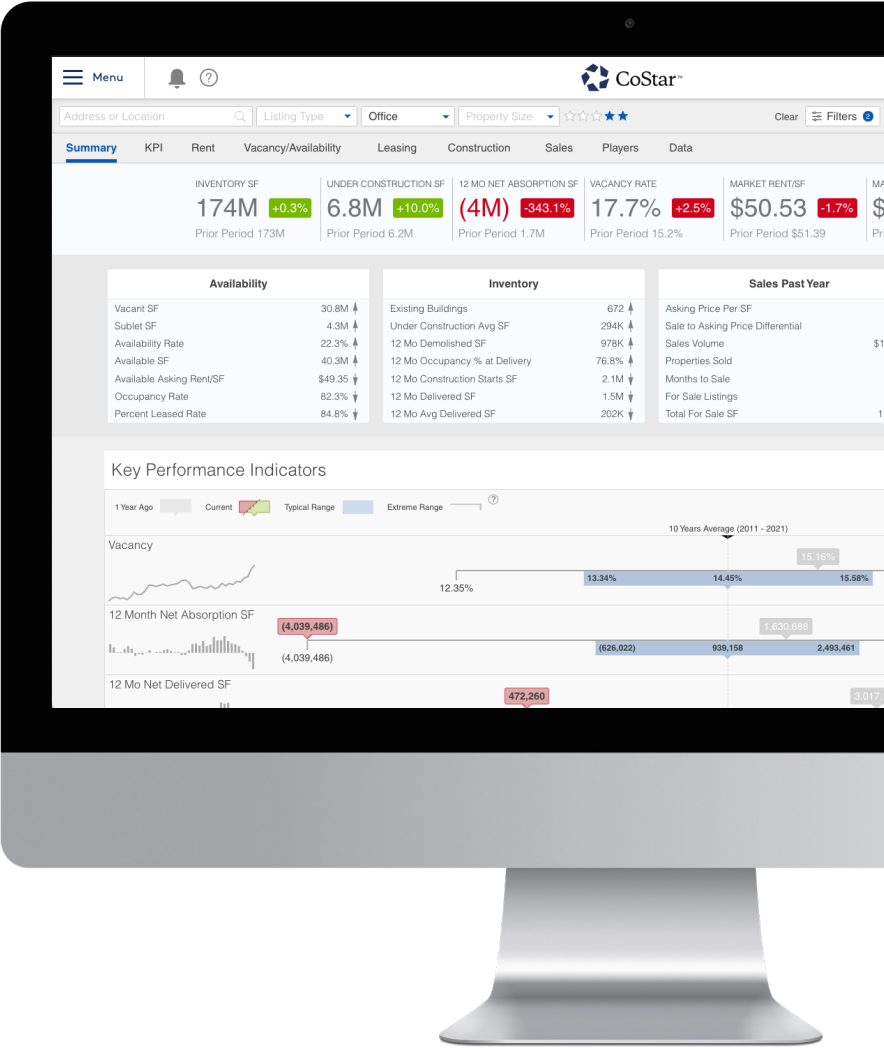
View data from around the world in your own language, currency and units of measurement

ON-DEMAND REPORTS

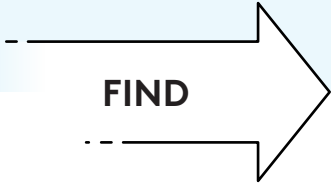
Generate and customize client-ready reports

SAVED SEARCHES & ALERTS

Save regular searches and get email alerts when new properties meet your criteria



Demonstrate
Market Knowledge



Find a comprehensive inventory
of properties, for-sale and
for-lease listings.

6.7M
Commercial
Properties



Generate
New Business

2.1M
True Owners

8M
Tenants

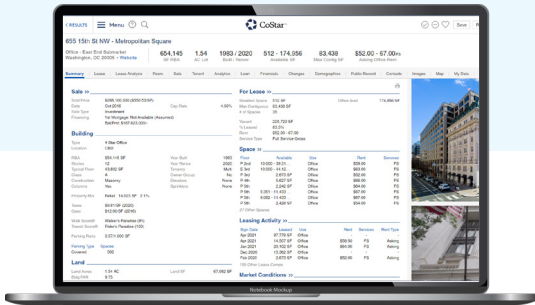
Contact owners and tenants
to find new clients and
generate revenue.

RESEARCH



Get in-depth information on market
context, historical trends, comps
and KPIs to fully understand
market conditions.

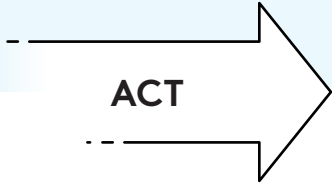
29K
Market & Submarket
Reports



14M
Comps

Explore who is buying and
selling commercial real estate
and know the details
behind the deals.

ACT



Connect with verified market contacts
& present high-quality reports to
stakeholders.

17.4M
Contacts



48
On-Demand
Custom Reports

Use CoStar information and
materials to support your pitch
with verified market insights.

Enhance your advice to clients with CoStar data.



Building Valuation

Assess the potential income and value of a property with 9.6M lease and 4.3M sale comparables, CMBS loan and financial information, property and submarket data.



Lease Activity

Advise stakeholders with detailed information on market rents and lease conditions.



Market Conditions

Advise your stakeholders on the market outlook and its impact on their strategy with access to extensive market and submarket analytics and KPI forecasts.



Asset Management

Explore lease comps and in-depth peer building financials to understand the local competition, set the right lease terms, and find new opportunities for increased operating efficiencies.



News and Analysis

Identify new opportunities as they arise and stay connected to the market with CoStar news, alerts, analyst videos and commentary.



Top commercial
real estate firms
rely on CoStar.





CoStar.com sales@costar.com 888.226.7404

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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: MARCH 26, 2024

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
Ashley Bruley	March 2024	December 31, 2026
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office
Vacant (John "Wade" Dever)		December 31, 2024
Vacant (Chuck Dillon)		December 31, 2027

We 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, April 2, 2024, I will remove this item from the agenda.



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: MARCH 26, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Alfred "Al" Lane	May 2022	April 30, 2025
Laura Ward	June 2023	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026

The term for Laura Ward will expire at the end of April. She was just appointed to this committee last June. We will contact her to see if she would like to remain on this committee. This will not be on the agenda for Tuesday's meeting. This is for informational purposes only.